

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

1) Call to Order

2) Invocation – Matt Yonker, Resurrection Life Church

If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the November 11, 2024, Work Session

7) Approval of Agenda

8) Public Hearings (none)

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

1) Rehmann - Audit Presentation

b) Proclamations (none)

11) Petitions and Communications (none)

a) Petitions

b) Communications

12) Reports from City Officers (none)

a) From City Council

b) From City Manager

13) Budget Amendments (none)

14) Consent Agenda (none)

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 Approve a Revised Civil Rights Policy and Authorize and Direct Its Implementation and Enforcement
- b) To Approve and Authorize the City Manager and City Clerk to Sign Tax Collection Agreements with Local Units
- c) To Approve and Authorize the Mayor and City Clerk to Sign a Contract with ICCF Non-Profit Housing Corporation to Convey 1038 and 1042 Burton Street
- d) To Consent to the 2nd Amendment to the Purchase and Development Agreement with Magnus Capital Partners, LLC

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

- a) For Award of Bids
 - 1) Road Gravel
 - 2) Blast Furnace Slag
 - 3) Gate Valves
 - 4) Waterwork Fittings
 - 5) Winter Mix Asphalt
 - 6) Wyoming Public Library Roofing HVAC Replacements
- b) To Accept A Service Order for Cloud-Based Software as a Service (SAAS) Streamline System Subscription (Budget Amendment No 19)
- c) To Accept a Quote from Macqueen Group for the Purchase of Fire Turnout Boots
- d) To Accept a Maintenance Agreement for Ten Flock Safety Cameras (Budget Amendment 20)
- e) To Accept Proposals and an Amendment for the City Hall Second Floor Interior Renovations Project
- f) For Winter Maintenance Activities
- g) To Accept a Quote from Shoemaker, Inc for the Purchase of HVAC Supplies
- h) To Accept a Proposal from APG Neuros, Inc for a Blower Asset Management and Maintenance Service Plan

17) Ordinances

- 13-24 To Amend Chapter 2, Article VI of the City Code by Adding Division 2 to Provide for Continuance of the Tree Commission (Final Reading)
- 14-24 To Amend Section 90-515 of the City Code by Adding Subsection 145 To Rezone 901 and 855 60th Street SW and 5957, 5977 and 5985 Clyde Park Avenue SW from R-1 Residential to I-3 Restricted Industrial District (Final Reading)
- 15-24 To Amend Chapter 2 of the Wyoming Code by Adding Article VII to Regulate Use of City Seal, Emblems and Logos (First Reading)
- 16-24 To Amend Section 50-127 of the City Code to Address Nuisances Created by Domestic Animals and Provide Penalties for Violations (First Reading)
- 17-24 To Amend Section 2-310.11 of the City Code to Update the Definitions of “Project” and “Project Property” for the 28WPhaseThree Limited Dividend Housing Association Limited Partner Housing Project (First Reading)

18) Informational Material (none)

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 (none)

21) Adjournment

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

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

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

11.18.2024
City Atty

RESOLUTION NO. _____

RESOLUTION TO APPROVE A REVISED CIVIL RIGHTS POLICY AND AUTHORIZE
AND DIRECT ITS IMPLEMENTATION AND ENFORCEMENT

WHEREAS:

1. Wyoming has a strong commitment to and continuing practice of treating all persons with dignity, respect, and courtesy, and with equal and fair treatment regardless of race, ethnicity, religion, origin, age, sex, sexual orientation, gender, gender identity or expression, height, weight, marital status, genetic information, familial status, mental or physical disability, or other reason prohibited by law.
2. Federal or state laws, rules, regulations, executive orders, grant contracts, and other legal authority require the city to have comprehensive policies.
3. The city's Civil Rights Policy approved in May 2022 has been revised to address changes in the Elliott Larson Civil Rights Act, to update the Civil Rights Coordinator for non-employment related complaints, and to incorporate the Americans with Disabilities Act policy.

NOW, THEREFORE, BE IT RESOLVED:

1. That the May 2022 revised Civil Rights Policy is rescinded and the November 2024 revised Civil Rights Policy, a copy of which is attached as Exhibit A, is approved as a city policy.
2. That city departments are authorized and directed to implement, comply with, administer, and enforce the Civil Rights Policy in accordance with its provisions and applicable law.
3. That city officers, employees, volunteers, boards, commissions, other city bodies, and city departments are authorized and directed to modify their respective bylaws, policies, procedures, practices, and actions to implement, comply with, administer, and enforce the Civil Rights Policy in accordance with its provisions and applicable law.

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 November 18, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: November 1, 2024

Subject: Civil Rights Policy

From: Heather Chapman, deputy city attorney
Emily Vande Griend, director of human resources

Cc: Scott Smith, city attorney

Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council adopt the Resolution Approving Revised Civil Rights Policy and Authorizing and Directing its Implementation and Enforcement.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP

BUDGET IMPACT:

The revised policy should have no impact the city's budget.

DISCUSSION:

This is an update to the existing Civil Rights policy. As revised, this policy:

- Incorporates the existing Americans with Disabilities Act requirements and replaces the former ADA policy.
- Assigns the Deputy City Manager as the civil rights coordinator for issues that are not public safety and not employment related.
- Incorporates changes made to the State of Michigan Elliott Larson Civil Rights Act.
- Acknowledges that fire and police complaints are handled through separate policies and procedures specific to those departments.

The City endeavors to treat all people impartially and objectively with dignity, respect, and compassion and to feel safe and be free from intimidation or oppression. Therefore, this policy is adopted by resolution, not an ordinance, to ensure it addresses city conduct and binds those choosing to contract with the city. It does not otherwise impose requirements on those outside city government.



CIVIL RIGHTS POLICY

INCLUDING NONDISCRIMINATION, TITLE VI, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND LIMITED ENGLISH PROFICIENCY PLAN

REVISED: NOVEMBER 2024

1155 28TH ST SW
WYOMING, MI 49509-0905
PHONE: (616) 530-3173
FAX: (616) 261-7103
www.wyomingmi.gov

CIVIL RIGHTS COORDINATOR:
DEPUTY CITY MANAGER (PUBLIC INQUIRIES)
DIRECTOR OF PUBLIC SAFETY (POLICE AND FIRE INQUIRIES)
DIRECTOR OF HUMAN RESOURCES (EMPLOYEE INQUIRIES)
CONTACT HUMAN RESOURCES – (616) 530-3173
E-MAIL: hr_fax@wyomingmi.gov

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COMMUNITY COMMITMENT

The City of Wyoming envisions a “diverse, strong, and authentic community where all individuals have the opportunity to thrive.” This vision appreciates the rich diversity of the community’s people who originate from many nations, speak various languages, have varied financial means, practice different faiths, express differing genders and sexuality, reside in a variety of households, exhibit varying physical characteristics, and have wide-ranging aptitudes and abilities. Wyoming foresees a community in which all individuals enjoy their cultural heritages but unite in ensuring opportunities for all to thrive.

Wyoming’s mission of “community, safety and stewardship” aims for a community in which all community members (i) feel included, vital, important, understood, and valued, (ii) are treated respectfully, courteously, and with dignity, (iii) have equal opportunities, (iv) do not suffer unmet needs, and (v) are able to pursue happiness. It recognizes all persons need to feel safe, be free from intimidation or oppression with their property and physical well-being secure, and be treated impartially, objectively, and compassionately. It requires (vi) prudently using community resources in furtherance of the first two parts of this mission in ways that ensure continued availability of needed resources and (vii) asking community members only for funds reasonably needed.

This vision and mission exceed legal requirements. They are affirmative, stating what Wyoming strives for, rather than stating what Wyoming (and its personnel) will not do. Wyoming actively pursues this vision and mission, using them to guide city decisions.

Myriad state and federal constitutional provisions, laws, rules, regulations, orders, and grant contract obligations, impose civil rights requirements Wyoming must meet. This document is intended to incorporate Wyoming’s affirmative commitments and meet all civil rights policy and plan requirements.¹ It can and, when appropriate, should be (i) posted on the city’s website, (ii) provided to city bodies and city personnel, (iii) provided to inquiring federal and state agencies and officials, and (iv) made available to contractors, subcontractors, residents, and others.

GENERAL PROVISIONS

§1 – Adoption. City Council approval by a resolution adopted November 18, 2024, makes this official city policy. This revised policy supersedes and replaces the policy approved by the City on May 16, 2022.

§2 – Required Compliance. All city personnel and all city bodies must comply with this policy. Noncompliance can have the same consequences as noncompliance with any other city policy.

§3 – Policy Overview. This policy:

- A. Assigns responsibilities and establishes procedures to ensure compliance with it and applicable law.
- B. Commits the city and its personnel and bodies to treating all persons with equity, fairness, impartiality, courtesy, and respect.
- C. Prohibits discrimination in all city programs, services, employment, public accommodation, housing, facilities or property access or use, bid or contract, permit or other approval, proceeding, or other activity or action.
- D. Establishes procedures, including periodic reviews, for evaluating impacts of city programs, services, projects, and other activities ensuring compliance with this policy and applicable civil rights laws.
- E. Establishes procedures for filing and addressing complaints by persons who believe they suffered discrimination that violates this policy or applicable civil rights laws.

§4 – Definitions and Interpretation.

- A. The following definitions apply to words and phrases in this policy unless the context clearly indicates otherwise:

¹ For example, those in Title VI of the Civil Rights Act of 1964, such as for an LEP plan, and those in HUD and DOJ grant requirements.

1. ADA means the federal Americans with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 as codified in 42 U.S.C. ch. 126 §12101 et. seq., and incorporates the Elliott-Larson Civil Rights Act as amended by Public Act 6 of 2023.
2. Adverse effects means the totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to the following and which include significant and non-significant effects:
 - a. Bodily impairment, infirmity, illness, or death.
 - b. Air, noise and water pollution and soil contamination.
 - c. Destruction or disruption of man-made or natural resources.
 - d. Destruction or diminution of aesthetic values
 - e. Destruction or disruption of community cohesion or the community's economic vitality.
 - f. Destruction or disruption of the availability of public and private facilities and services.
 - g. Adverse employment effects.
 - h. Displacement of businesses, farms, or non-profit organizations.
 - i. Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community.
 - j. Denial of, reduction in, or significant delay in the receipt of benefits of the city's programs, policies and activities.

Determinations of significance require considerations of both context and intensity. Context means analyzing the significance of an action in various contexts such as society as a whole, the city as a whole, the affected vicinity or neighborhood, the affected interests, and the property and persons. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area and people affected, rather than a broader context. Both short- and long-term effects are relevant. Noise, dust, added or reduced traffic, and other disruptions during short-term construction are considered less significant than when associated with long-term operation and use of an improvement. Intensity means the severity of impact and requires evaluating beneficial and adverse effects. Even if, on balance, effects will be beneficial, a project may still have significant adverse effects. If an alternative would provide only a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, it might be significant or non-significant. Scientific, technical, institutional, public value, cultural consideration, and the local economic conditions influence the significance of effects. Non-significant effect means there is no substantial change to the environment within the project context and therefore has no material bearing on the decision-making process. Significant adverse effects on minority and low-income populations means an adverse effect that:

- a. Is predominantly borne by a minority population and/or a low-income population; or
- b. Will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe, or greater in magnitude, than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Final determinations that a project will have significant and non-significant effects and adverse effects will be made by the city manager.

3. Applicable civil rights laws means Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq.; Title VII of the Civil Rights Act of 1964, 42 USC 2000e et seq.; and Title VIII of the Civil Rights Act of 1968; the fair housing act, 42 U.S.C. 3601 et seq.; the Elliott-Larsen civil rights act, MCL 37.2101 et seq.; Americans with Disabilities Act, 42 USC 12101 et seq.; the persons with disabilities act, MCL 37.1101 et seq.; and all rules, regulations, or other requirements pursuant to those statutes.
4. CDBG means Community Development Block Grant provided and administered by HUD.
5. City or Wyoming means the City of Wyoming, Kent County, Michigan.
6. City bodies or Wyoming bodies means the City Council and all boards, bodies, and commissions of, created by, or under the purview of Wyoming including, for example, the Downtown Development Authority, Brownfield Redevelopment Authority, Historical Commission, Housing Commission, Community Development Committee, and Economic Development Corporation. (Nonprofit entities contracting with the city to use city facilities or to provide programs or services at city facilities, such

as the Wyoming Senior Fellowship and Pinery Park Little League, are city contractors as defined below and must comply with this policy under section 4 paragraph 7.)

7. City contractor means any individual or entity, other than city personnel or a city body, contracting with Wyoming or a city body to provide goods, services, or programs to or for Wyoming or any city body, including, without limitation, (i) design, construction, installation, maintenance, repair or improvement, or replacement of any city property, (ii) professional services or consultation, (iii) training of any kind, (iv) programs related to parks, the Wyoming Senior Center, or other community activities, (v) maintenance or repair of any city vehicles or other personal property, (vi) mowing or snowplowing of city property or rights-of-way, (vii) refuse or waste collection or disposal, (viii) computer or other hardware or software design, supply, or services, (ix) cleaning or janitorial services, (x) CDBG or other HUD program services, and (xi) office, shop, laboratory, or other supplies and equipment.

8. City Council means the Wyoming City Council.

9. City manager means the individual duly appointed or acting as the city manager in accordance with the City Charter or that individual's designee.

10. City personnel or Wyoming personnel means all elected and appointed officers, employees, volunteers, and other agents of the City of Wyoming when acting in their official capacity or on the city's behalf, including all members of city bodies. It includes personnel of the Wyoming Housing Commission and, except as otherwise limited by applicable law, 62-A District Court personnel.

11. Civil rights coordinator means the individual, department or other personnel or body designated to serve as the civil rights coordinator under section 5 of this policy.

12. COPS grant means the DOJ Community Oriented Policing Hiring Program grant.

13. DEI means diversity, equity and inclusion.

14. Disability means, with respect to an individual: (a) a physical or mental impairment that substantially limits one or more major life activities of such individual; (b) a record of such an impairment; or (d) being regarded as having such an impairment. Major life activities in general include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major bodily functions for purposes of a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Regarded as having such an impairment means an individual who establishes that he or she has been subjected to an action prohibited by an applicable civil rights law because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity but does not apply to impairments that are transitory and minor (i.e., an actual or expected duration of 6 months or less).²

15. Discriminate or discrimination means to treat or impact any individual, group of individuals, or population differently based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, limited English proficiency, or any other reason prohibited by law. In housing matters, to discriminate or discrimination also means discriminating against an individual because the source of the individual's income or funds to pay for housing may include state or federal assistance.³

16. Disparate impact means discrimination occurring when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group, or results in greater adverse consequences (such as harsher sentences) to members of that protected group.

² ADA, 42 USC 12102. The definition in Michigan's persons with disabilities act, MCL 37.1103(d) differs a bit. DOJ's Civil Rights Division issued an opinion that opioid use disorder is a disability under the ADA. "The Americans with Disabilities Act and the Opioid Crisis: Combating Discrimination Against People in Treatment or Recovery," 04.05.2022, https://www.ada.gov/opioid_guidance.pdf.

³ Code of Ordinances, City of Wyoming, Michigan, §42-53.

Disparate impact focuses on the consequences of a decision, policy, or practice rather than the intent. Decisions made or actions taken in a nondiscriminatory manner can have disparate impacts.

17. Disparate treatment means discrimination treating similarly situated persons differently because of race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law.

18. DOJ means the United States Department of Justice.

19. DOL means the United States Department of Labor.

20. EEOC means the United States Equal Employment Opportunity Commission or successor agency.

21. EEOC means equal employment opportunity plan in section 8.

22. EPA means the United States Environmental Protection Agency or successor agency.

23. Federal assistance means (i) grants and loans of federal funds (directly or indirectly through a state or county agency), (ii) grants or donations of federal property or interests in property, (iii) the detail of federal personnel, (iv) training by or on behalf of federal agencies, (v) use of federal equipment, (vi) use of federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and (vii) any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

24. Harassment means and includes any type of harassment as defined or prohibited in applicable civil rights laws and includes unprofessional or discourteous communications and actions including, for example and not for limitation, the following:

a. Sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature is unlawful sexual harassment when:

i. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of prohibited actions and statements include derogatory or vulgar comments regarding a person's gender, sexually suggestive language, remarks about a person's anatomy, threats of physical harm, and distribution of written or graphic sexual materials. Nude pictures, sexually oriented magazines or posters, and other words or pictures of a sexually suggestive nature are also prohibited. Prohibited actions include touching another person in a sexually suggestive way or in a gender/sexual location, and physical contact such as hitting and pushing or threats to take such action.

b. Racial/national origin harassment including hostile, intimidating, or offensive actions by a person based on an individual's or group's racial or ethnic origin, or incitement to commit such conduct including, but not limited to, derogatory comments, racial jokes, slurs, epithets, graffiti, or physical acts.

c. Other harassment including bullying and unwelcome verbal, physical, or other conduct that creates an intimidating, hostile, or offensive working environment based on protected status (such as personal characteristics or cultural differences) or protected activities. Such conduct includes, but is not limited to, derogatory comments, jokes, slurs, epithets, graffiti, gestures, displays, touching, or other physical acts.

25. HUD means the United States Department of Housing and Urban Development or successor agency.

26. Interpretation means oral language assistance.

27. LEP or limited English proficiency means an inability to understand, speak, read, or write English well or being more proficient in a language other than English. For purposes of this policy, individuals who speak English less than very well are LEP individuals.
28. LEP Plan means the Limited English Proficiency Plan in section 9.
29. Low-income means a median household income at or below the USDHHS's poverty guidelines (see <https://aspe.hhs.gov/poverty/>). If CDBG or other HUD funding is involved, "low income" means household income not exceeding 80% of the median family income for the area.
30. Low-income population means any readily identifiable group of low-income persons living in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers) who will be similarly affected by a proposed city program, policy, or activity.
31. MDOT means the Michigan Department of Transportation or successor agency.
32. Minority⁴ means a person who is:
- a. American Indian or Alaska Native means a person having origins in any of the original peoples of North, Central, or South America who maintains tribal affiliation or community attachment. It includes state-recognized tribes and their individual members; indigenous and tribal community-based organizations; individual members of federally recognized tribes, including those living on a different reservation or outside Indian country; Native Hawaiians; Native Pacific Islanders; and individual Native Americans.
 - b. Asian or Pacific Islander means a person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands.
 - c. Black or African American or Black, not of Hispanic Origin, means a person having origins in any of the black racial groups of Africa.
 - d. Latino, Latinx or Hispanic means a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
33. Minority Population means any readily identifiable groups of minority persons living in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy, or activity.
34. Noncompliant or noncompliance means a failure to meet prescribed requirements, especially (though not essentially) if there is shown to be a lack of a good faith effort to comply.
35. Requestor means the person, or group making a request for an accommodation under the ADA or Michigan Disabled Persons Act.
36. Sex means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth.
37. Subrecipient means an individual or entity to which Wyoming provides funding, services, materials, supplies, equipment, or training that is directly or indirectly funded by funds from a federal agency, including, for example, CDBG funds.
38. Title VI means Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq. and all rules, regulations, and agency guidelines issues pursuant to it.
39. Translation means written language assistance.
40. Undue hardship shall have the meaning and be determined as described in MCL 37.1210.
41. USDHHS means the United States Department of Health and Human Services.
42. USDOT means the United States Department of Transportation.

⁴ The definition is based on §2.2.1 of Technical Guidance for Assessing Environmental Justice in Regulatory Analysis, June 2016, EPA, pp 6-7, https://www.epa.gov/sites/production/files/2016-06/documents/ejtg_5_6_16_v5.1.pdf, and on 28 CFR 42.302(e) & 28 CFR 42.402(e).

- B. Identification of a city official by title includes that official's superiors and designee(s).
- C. Identification of any federal or state agency by name or any city department by name includes its successor agency or department.

§ 5 – Civil Rights Coordinator.

- A. For public inquiries, the deputy city manager, or their designee.
- B. For public inquiries regarding Public Safety and Fire, Director of Public Safety or their designee. Inquiries regarding these departments will be handled pursuant to the individual department's policies and procedures which may or may not include an internal affairs investigation.
- C. For City employees and contractor inquiries, the human resources department director or their designee
- D. The appropriate civil rights coordinator may collaborate with other city staff, the labor attorney, and city attorney to provide advice and support for and, as appropriate, undertake actions related to accounting, recordkeeping, legal analysis, contract enforcement, initiating or defending legal proceedings, and other actions needed to implement, evaluate, update, and ensure compliance with this policy.

§6 – Policy Statement. The following apply regardless of any other provision of this policy.

A. General Policies.

1. All persons must be treated with equity, fairness, impartiality, courtesy, respect.
 2. Discrimination in all city programs, services, employment, public accommodations, housing, facilities or property access or uses, bids, contracts, permits, other approvals, proceedings, and other activities and actions is prohibited. This includes discriminatory treatment and discriminatory impacts or effects.
 3. Harassment or bullying of any individual or group is prohibited.
 4. Retaliation against or intimidation of a complainant, witness, consultant, or other person involved in any complaint or investigation under this policy or applicable civil rights law is prohibited.
 4. Compliance with the LEP Plan is required.
 5. Compliance with applicable civil rights laws is required.
 6. Compliance with applicable executive or agency orders, grants or other contract provisions, or other applicable civil rights requirements or obligations is required.
 7. This policy established minimum requirements. If an applicable civil rights law, executive or agency order, grant or other contract provision, or another civil rights requirement is more stringent, the more stringent requirement will apply.
 8. A city department head, other city personnel, or city body that knows of a violation of this policy must promptly report that violation to the civil rights coordinator.
 9. All city personnel observing a violation of this policy must intervene when that violation may endanger the health or safety of any individual or when any other city personnel seem to be acting without reasonable self-restraint. This duty to intervene exists unless intervention cannot occur without endangering the health or safety of other individuals, including other city personnel.
- B. This policy applies to all Wyoming personnel and bodies.
 - C. This policy applies to all aspects of all Wyoming programs, services, and other activities, including, without limitation, (i) access, (ii) benefits, (iii) participation, (iv) treatment, (v) contracting opportunities, (vi) training, (vii) complaint investigation and processing, (viii) fund allocation, (ix) project prioritization, (x) employment and personnel actions, (xi) project planning, development, and implementation, (xi) property acquisition and use, (xiii) construction and installation, and (xiv) research.
 - D. All city contractors must also comply with the contractual requirement in section 10 of this policy.

E. This policy is subject to and does not limit established constitutional, statutory, or other well-settled state and federal exemptions and exceptions, among which are, for example and not for limitation:

1. Bona fide occupational qualifications recognized by state and federal agencies and courts.
2. Age-, sex- and merit-based distinctions recognized by state and federal agencies and courts (e.g., senior and student discounts, some sex and age classifications in athletics, competitive athletic or other contests, performance-based selections, etc.).
3. Legally imposed requirements or limitations (e.g., minimum ages for alcohol or tobacco possession or use, ages for eligibility for political offices, distinctions between juvenile and adult offenders, juvenile offender programs, veterans' courts or programs, and the minimum age to vote).
4. Religious, expressive, associational, or assembly rights or other recognized rights under the state or federal constitution or other law (e.g., the federal Religious Land Use and Institutionalized Persons Act) or legal requirements to accommodate religious beliefs and practices.

If there is a question about whether an exception or exemption applies to an individual, entity, or situation, the individual or entity seeking to apply it must contact the civil rights coordinator for clarification. The civil rights coordinator may consult such other persons as the civil rights coordinator deems appropriate in providing that clarification.

SPECIFIC REQUIREMENTS AND PROVISIONS

§7 – Interactions, Communications, and Actions. Except in the limited circumstances in which an exception or exemption applies, Wyoming personnel and bodies, must not:

- A. Engage in or approve any planning, decisions, or actions that would:
 1. Deny anyone a service, opportunity, or other benefit for which the person is otherwise qualified.
 2. Provide a person a service or other benefit that is inferior (in quantity or quality) to, or which is provided in a different manner from, that provided to others.
 3. Subject a person to disparate treatment related to the person's receipt of services or benefits.
 4. Restrict a person's enjoyment of services, facilities or any other advantage, privilege, or other benefit provided others.
 5. Adopt or use administrative methods that limit participation by an individual or group or subject an individual or group to discrimination.
 6. Permit discriminatory activity in a facility wholly or partially constructed with state or federal funds.
 7. Deny a segment of the population the opportunity to participate in operations of a planning or advisory body that is an integral part of a federally funded program.
 8. Subject an individual to discriminatory employment practices.
- B. Interact or communicate in a way that:
 1. Addresses an individual in a manner that denotes inferiority because of race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law.
 2. Fails to communicate in a language other than English or provide language assistance to LEP individuals in accordance with the LEP Plan.
 3. Fails to treat all persons with fairness, equity, impartiality, courtesy, and respect.
- C. Plan, locate, design, construct, install, reconstruct, reinstall, alter, improve, or replace a city project or improvement resulting in:
 1. Locating a facility in a way that could limit or impede access to a federally funded service or benefit.
 2. A discriminatory impact.

D. Engage in oversight of (or a failure to properly oversee) any city project, program, consideration, or activity in a way that:

1. Knowingly participates with others, condones, or fails to address the actions of others acting for, on behalf of, or in a contractual relationship with the city and who fail to comply with this policy.
2. Takes, participates in, condones, or fails to report any retaliation against or intimidation of a complainant, witness, consultant, or other person involved in any complaint or investigation.

§8 – Equal Employment Opportunity Plan (EEO).

A. As required by the COPS grant, the city filed a utilization report with the DOJ's Office of Justice Programs. The city also regularly files an EEO-4 report on EEOC Form 164 with the EEOC. The utilization report revealed:

1. The highest level of male minority employee underutilization is in the Black or African American ethnicity for Protective Services: Sworn-Officials (-7%) job group and in the Hispanic or Latino ethnicity for Skilled Craft (-10%) and Service/Maintenance (-6%) job groups. In addition, White males continue to be underutilized (-25%) in the Administrative Support job group.
2. The highest level of female minority employee underutilization is in the Black or African American ethnicity for Protective Services: Sworn (-5%), Protective Services: Non-Sworn (-5%), and in the Service/Maintenance (-5%) job groups and for the Hispanic or Latino Technicians (-6%) job group. Also, White females are underutilized in the job groups of Protective Services: Non-sworn (-47%), Service/Maintenance (-19%), Professionals (-13%), Officials/Administrators (-8%), Skilled Craft (-6%), and Protective Service: Sworn-Patrol Officers (-5%).

B. Reasons for these underutilizations may be myriad.

1. Some underutilization may arise from self-selection based on normative gender roles such as white female underutilization in service/maintenance and protective services categories. Some may result from cultural wariness of involvement in governmental roles. Regardless of cause, some applicant pools reflect resulting underutilization. Efforts are needed and are underway to improve the applicant pools.
2. It may be that application review, interviewing, and other selection processes impede appropriate utilization. An effort to identify and rectify such process impediments is underway.
3. Similarly, the city is reviewing its promotional and lateral transfer processes to ascertain if they impede advancement or intra-city career mobility of underutilized populations. Underutilization among supervisors and department heads might not only be symptomatic of underlying impediments but may also limit applicant pools because some potential applicants may perceive such underutilization to indicate city employment provides limited career opportunities.

C. The city has undertaken many steps to address employment underutilization of (as well as to improve understanding of and service to) women, minorities, and other marginalized individuals and groups in the community. Among them are:

1. The city regularly conducts employee training on topics that can affect recruitment, retention, and advancement of employees on topics such as sexual and other harassment, inclusive language, etc.
2. The city currently advertises locally, statewide, regionally, and nationally and has added professional organizations, diverse media outlets, and other advertising networks such as El Hispano News, National Association of Black Law Enforcement Officers, National Latino Peace Officers Association, National Asian Peace Officers Association, International Association of Black Professional Fire Fighters, and National Association of Hispanic Fire Fighters.
3. The city has reached out to local school superintendents and high schools (the city is served by 7 public school districts and several parochial schools) in efforts to (i) establish a presence among and relationships with students, (ii) encourage students to take advantages of available summer and other seasonal employment, and (iii) encourage students to explore careers at the city. This includes participating in job fairs and career days at many schools within the local districts.

4. The city works with the Kent County Technical Center and the Ottawa County Careerline Technical Center to recruit those enrolled in technical courses of study.
 5. Representatives from the Department of Public Safety visit and build relationships with local university police academies and serve as instructors and volunteers.
 6. The city produced a recruitment video highlighting its diverse workforce and employment opportunities. Other recruitment brochures and information also depict women and minorities. Emphasis has been placed on continuing to highlight women and minorities in employment advertising.
 7. The city has worked with local faith-based and business leaders to extend outreach into underserved and underutilized segments of the community.
 8. The city has a tuition reimbursement program available to employees who choose to pursue additional career related education.
 9. The city has a police cadet program that includes paying above-market wages, police academy sponsorships where some academy costs (tuition, books, uniforms, etc.) are paid, and a police recruit program where wages and academy costs are paid.
 10. The city has contacted law enforcement licensing entities for all 50 states to request to post current police job openings on their website.
 11. The Department of Public Safety formed a diverse recruitment team, including those with specialized training, to place specific emphasis on recruiting and retaining female, minority, and military veteran candidates.
 12. The city engaged in several housing initiatives intended to improve available housing opportunities, choice, and attainability. Among them are (i) engaging in a housing needs and impediments analysis that is used to guide many decisions including master planning and zoning, (ii) continued participation in CDBG-funded housing initiatives to address homelessness and make needed repairs to owner-occupied housing units, (iii) providing tax exemptions to developers of workforce housing (payments in lieu of taxes are made at a fraction of the taxes that would otherwise be paid) resulting in construction of hundreds of units at below market rents, and (iv) encouraging development of a variety of housing types throughout the community as one way to improve overall supply.
 13. The city hosts a number of events throughout the community offering opportunities for residents and others to engage with city officers and employees including an annual Department of Public Works open house, National Night Out events, open houses at city fire stations at which police vehicles and personnel are also available, "Shop with a Hero" events to assist lower income families, Wrap Up Wyoming event, a community clean-up day at which people throughout the community can discard all kinds of items, an annual carnival that raises money for parks program scholarships, assistance with and participation in various community events such as school fairs and block parties, and many others.
 14. The Department of Public Safety organizes the Metro High School Police Academy.
 15. The city has reinitiated "citizens academies" intended to inform enrolled citizens about city government and services including interactions with city officers and employees.
- D. The city will continue the efforts listed in the preceding subsection. In addition, the city will also:
1. Distribute the utilization report and annually filed EEOC Form 164 to city department heads with a summary of the underutilization like that in subsection 8A. That distribution will be informative but will include a solicitation for and discussion of ideas for improving utilization.
 2. The city will intermittently interview newly hired personnel, particularly those from underutilized populations, to learn from their experiences and to gather their insights about how the city could improve recruiting among underutilized populations.
 3. The city will network with local colleges and universities, especially those with programs of study related to city employment opportunities to identify and recruit applicants.

4. The city will intermittently remind current employees of efforts to improve diversity, seeking their help in recruiting applicants and potential applicants.

E. This plan will be distributed, reviewed, progress evaluated, and modifications made as provided in sections 16 and 17 of this policy.

§9 – Limited English Proficiency (LEP) Plan. Title VI as clarified by Executive Order 13166⁵, ensures accessibility to programs and services to otherwise eligible persons and LEP individuals. DOJ’s Civil Rights Division issued guidance in May 2011⁶ stating that a LEP plan must include at least two components. The first is a self-assessment to determine types of contact that may occur with the LEP population. The second is the language access (i) policy directives, (ii) implementation plan, and (iii) procedures.

A. Wyoming assessed when LEP interactions could occur and considered how they may occur. Oral interactions with LEP individuals may be in-person, virtual (such as via conference calls, Zoom, Skype, Facebook, Facetime, MS Teams, or LanguageLine), especially during remote or partially remote meetings, or by landline or cellular phones. Written communications may be electronic via e-mail or text, facsimile, web-based or internet, or written paper documents and could include media releases, correspondence, plans, meeting and other notices, citations, summons or other legal process, bills or invoices, receipts, information requests, responses to inquiries, and other communications.

B. Wyoming’s current population is estimated to be over 76,000. The Census Bureau classifies how well people speak English as: very well, well, not well, and not at all. For this plan, Wyoming considers persons speaking English less than very well as LEP persons.

C. There are two types of language assistance services. Interpretation is oral language assistance and translation is a written language assistance.

1. Some city personnel are bi- or multi-lingual with some having Spanish fluency,⁷ who may, on occasion, be called upon for oral language interpretation or written language translation. They may or may not be available at any given time or place. Because fluency in a language other than English is not now a job requirement for all positions in which LEP interactions may occur and because not all city employees are fluent in legal or other terminology, this plan does not rely on current employees.

2. The city has and will engage one or more language assistance services to provide needed services. LanguageLine Solutions provides interpretation and translation services for all languages Wyoming may need to provide language assistance services. It will provide on-site interpretation services at public meetings as well as on-demand remote interpretation services via video conferencing, phone conferencing, or mobile conferencing. The city also engages Fidelity Language Resources LLC, a local entity providing some interpretation and translation services.

3. Distributed language cards enable city personnel to ask an LEP person to point to a language on the card to identify the language the LEP person speaks best. Wyoming personnel can then access the interpretation and/or translation service needed for language assistance.

D. Department heads know of the availability of city-approved language assistance service providers and there is general knowledge of who among staff is bi- or multi-lingual. Training includes heightening sensitivity to LEP issues, use of language cards, and seeking appropriate language assistance. Regular LEP data collection reinforces this requirement among department heads and supervisors.

E. Notices of availability of language assistance are published on meeting agendas and notices as noted in subsection G below. Signage has been added at some appropriate places in city buildings such as police and fire buildings, city hall, the court building, the Wyoming Senior Center, and parks facilities. Similar statements will be written for correspondence and official notices.

⁵ Issued August 11, 2000, by President William J. Clinton, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency <https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/eolep.pdf>.

⁶ Language Access Assessment and Planning Tool for Federally Conducted and Federally Assisted Programs, May 2011, https://www.lep.gov/sites/lep/files/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf.

⁷ The city values those employees and seeks to hire bi- and multi-lingual employees. Appropriate language proficiency may become a future job requirement for some city positions.

F. The civil rights coordinator will also serve as the LEP coordinator and will (i) monitor compliance with this section, (ii) evaluate whether the plan is meeting its objectives of addressing nearly all situations in which language assistance is needed and, if not, (iii) recommend any updates or changes to the plan. City personnel are directed to provide data on the use of language assistance services and on interactions with LEP persons to determine whether additional actions are needed such as adding fluency in certain languages as a job requirement for some positions.

G. The city LEP policy is as follows:

1. Language should not be a barrier for using city facilities and services, interacting with city officers and employees, participating in city meetings and programs, obtaining needed permits and approvals, understanding and complying with requirements, seeking assistance, or addressing concerns. The city recognizes many in our community have limited English proficiency and can be fully served only with languages with which they are proficient.

2. It is the city's policy to make language assistance services available and/or to use them when needed or appropriate, as determined by the city council, city manager, a city department head, or any of their respective designees, to fulfill this plan's purpose as stated above.

3. Compliance is required. All city personnel and all city bodies must comply with this section. Noncompliance can have the same consequences as noncompliance with any other city policy.

4. All city personnel and all city bodies must promptly report violations of this section to supervisory personnel, the civil rights coordinator, or the city manager.

5. Language assistance must be provided when (i) LEP may hinder a person's ability to participate in public meetings, protect rights or property, protect themselves or family members, understand consequences of personal or city actions, or obtain needed assistance, (ii) LEP may hinder emergency planning or responses, (iii) issuing any official notice or other communication of legal significance or other possible consequences and city personnel know one or more of the intended recipients may be a LEP person, or (iv) the city council, the city manager, the city manager's designee, a city department head, the designee of a city department head, or the 62-A District Court deem it necessary, important, or prudent to do so. This does not require their use in every communication. However, availability of language assistance services should be readily apparent in meeting notices, signs in city facilities, city brochures, city invoices, and certain other communications as directed by the civil rights coordinator.

a. Language assistance is not required when universal symbols communicate locations or directions, such as universal restroom symbols, pedestrian crossing symbols and signals, traffic signage employing universal shapes (e.g., triangular yield signs, octagonal stop signs, do not enter signs using a red circle in a white square, etc.), lane markings and signage, and red, green, yellow traffic signals.

b. City personnel are encouraged to provide Spanish language or dual (English and Spanish) language versions of commonly used forms, brochures, and other information. Special signage for particular activities, such as signage directing city hall visitors during a pandemic or during elections and signage at city operated special events, should be provided in English and Spanish.

c. When speaking in-person with a LEP individual, city personnel shall use available language cards to identify a language in which the LEP individual is proficient. Once the language is identified, language assistance should be obtained from other city personnel, from an available adult family member or friend, or from a city-approved language assistance service. If this interaction occurs during a meeting for which there was no prior language assistance request, the action about which the LEP individual wishes to speak should be postponed, if reasonable, so language assistance can be provided and the LEP person can appropriately participate.

d. When speaking with a LEP individual via telephone or other electronic means and able to identify the language being spoken, the interaction shall be postponed, if reasonable, until appropriate language assistance can be obtained. Sources of language assistance may be the same as for in-person interactions.

e. When communicating with a person via text or e-mail and it seems the person may be a LEP individual, questions should be asked to ascertain whether the individual is more comfortable

communicating in another language and arrangements made for appropriate language assistance. This may involve offers of telephone or in-person communications to facilitate better understanding.

f. When it is clear a LEP individual is a recipient of written communication that is important because it includes deadlines, expirations, legal rights or obligations, payment requirements, licenses, other approvals, or other important matters, language assistance must be provided. If an adult relative or other person trusted by the LEP individual seems especially competent and able to provide needed assistance, that can be acceptable. But, if there is not an available trusted adult who is competent to provide such assistance, the documents must be translated into the identified appropriate language.

6. Departments with bi-lingual or multi-lingual personnel shall make them available to other city officers and departments when reasonably needed and, especially during an emergency or other urgent matter requiring effective communications to preserve lives or to protect property or the public health, safety, or welfare. The city manager or the city manager's designee(s) may immediately reassign staff for language assistance tasks. In other situations, it is appropriate for departments to make bi- or multi-lingual personnel available to assist other departments with language assistance needs when doing so will not unduly adversely affect the department to which such personnel are assigned. In all circumstances such assignments must comply with applicable collective bargaining arrangements, personnel policies, and applicable law.

7. The finance department and city attorney will provide advice and support for any needed accounting, record keeping, and legal analysis. The human resources director will assign a member of the city's planning or engineering staff experienced in community outreach for other purposes to assist in outreach to LEP communities. Other departments will provide information and other assistance requested by human resources and purchasing within the reasonably requested response times.

H. Designated HR staff will include LEP training with the city's ongoing cultural awareness training. That training will include how to use language cards, how to contact and engage bi-lingual or multi-lingual city staff and/or city-approved language assistance services, how to keep and provide to HR appropriate records of LEP interactions, and when to proactively provide interpretation or translated documents.

I. Each department will designate a staff member to report quarterly (by October 15, January 15, April 15 and July 15) to the civil rights coordinator information for the preceding quarter that might include general reporting or numerical data regarding some or all of the following (i) numbers of interactions with LEP persons, (ii) the languages involved, (iii) whether language assistance services were used, (iv) if language assistance services were not used, why not, (v) what language assistance services were used (e.g., city personnel, a city-approved language assistance service, or other), (vi) whether the assistance was interpretation, translation or both, (vii) the name and cost of the language assistance service, (viii) a description of typical situation(s), and (ix) whether the result seemed satisfactory under the circumstances. For repeated interactions, brief summaries of common interactions will suffice. A staff member designated by HR with assistance, when needed, from the finance department will verify costs by comparing department reports to reports and/or invoices from language assistance service providers. The purpose to provide a reasonable basis for evaluating the efficacy of city efforts, whether those efforts comply with applicable federal and state requirements, and how those efforts can be improved.

J. The HR designee, in conjunction with the city's communications specialist and any other person(s) assigned to such work, will reach out to identified LEP communities in the city to determine what deficiencies exist in and what improvements could be made to this plan and its implementation. That outreach will be planned after reviewing reports from departments using 2020 Census data (when available) and contacts gleaned from information provided by departments.⁸

§10 – City Contracts. All (i) city contracts, (ii) requests for proposals, (iii) invitations to bid, (iv) solicitations of quotes, and (v) other means of seeking information for city contracts must include provisions requiring city contractors to comply with this policy. Those provisions must be in a form acceptable to the city

⁸ In 2024 the 62A District Court has worked with SCAO and Language Line to have several common court forms translated into Spanish and Kiryarwanda. In the same year, the City Attorney's office had crime victim forms translated into Spanish and Kiryarwanda by Language Line as well.

attorney. Unless other language is approved by the city attorney and city purchasing director, the following provision must be included:

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

1. 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, gender, 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. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

2. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 as codified in 42 U.S.C. ch.126 §12101 et. seq., together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

3. 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, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan (in §9 of City's Civil Rights Policy) comply with this requirement.

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

5. 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.

6. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements 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.

§11 – Assurances for Grants. As a recipient of state and/or federal assistance, the city gives the following specific assurances:

A. Each city program will be conducted, and each city facility operated, in compliance with applicable civil rights laws.

B. If the city is, directly or indirectly, a grantee or transferee of the federal government in an interest in real property, buildings, structures, or other land improvements, any document the city uses to convey an interest in or allow use of that real property, buildings, structures, or other land improvements will include a covenant incorporating any covenant the federal government used to convey or transfer that real property, buildings, structures, or other land improvements to the city.

C. If the city receives federal financial assistance to construct a facility or part of a facility the assurances in subsections 11.A and 11.B will extend to the entire facility and to all facilities operated in connection with that facility.

D. If the city receives federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurances in subsections 11.A and 11.B will extend to rights to space on, over or under such property.

E. The city will periodically complete utilization reviews to determine the success of its EEOP and will modify its EEOP in efforts to improve its utilization review.

F. These assurances obligate the city for the period during which federal financial assistance is extended to its program. If the federal financial assistance is to provide or is in the form of (i) personal property, (ii) real property, (iii) an interest in real property, or (iv) any structures or improvements on real property, these assurances obligate the city for the longer of the following: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the city retains ownership or possession of the property.

G. The city will administer its programs to ensure the city, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under the program comply with applicable civil rights laws.

H. The city agrees that federal and state agencies and officials have a right to seek judicial enforcement of matters arising under applicable civil rights laws.

I. These assurances are given in consideration of and for the purpose of obtaining federal and/or state assistance extended to the city. They are binding on the city, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the state or federal program. The person signing this policy is authorized to sign these assurances for the city.

J. Wyoming will actively pursue compliance and prevention of noncompliance with this policy.

§12 – City Project Evaluation – Environmental Justice. City programs, policies, activities, and projects must be undertaken in ways to avoid significant adverse effects on minority and low-income populations.

A. The city department undertaking or acting as the lead department for a city project will initially determine if a minority or low-income population is present within the project area. If the conclusion is that no minority and/or low-income population is present within the project area, the city will document how that conclusion was reached as provided in subsection 12.E.

B. If there are minority population groups and/or low-income population groups present in the project area, the city department must determine whether project impacts associated with the identified low income and minority populations pose significant adverse effects by examining and considering the factors, context and intensity as defined in subsection 4.A.2 of this policy. If the conclusion is that no minority or low-income population will be subject to significant adverse effects, the city will document how that conclusion was reached as provided in subsection 12.E.

C. If it is determined that there are significant adverse effects on minority or low-income populations, the city will propose measures to avoid, minimize and/or mitigate those significant and disproportionate adverse effects, and/or provide offsetting benefits and opportunities to enhance the minority or low-income populations affected by proposed project.

D. If after mitigation, enhancements, and offsetting benefits to the affected populations, there remain significant adverse effects on minority or low-income populations, the following must be considered:

1. Are there additional mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low-income population?
2. Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the minority or low-income populations?

3. Considering the overall public interest, is there a substantial need for the project?
4. Will alternatives that satisfy the need for the project and reduce impact on protected populations:
(a) have other social economic or environmental impacts that are more severe than those of the proposed action or (b) have increased costs of extraordinary magnitude?

E. Include all findings, determinations, and demonstrations in the project's environmental document.

§13 – ADA Self Evaluation

In November of 2022, the City of Wyoming conducted a self-evaluation of its current services, policies and practices, and the effects thereof to determine what if any modifications were necessary to comply with ADA requirements. That self-evaluation was reviewed in April of 2024 and changes are reflected in this document.

A. All department heads and the City Manager were consulted in this evaluation process. The City also requested comments from the following entities:

1. The Department of Public Works is responsible for the majority of city buildings, facilities, streets and crosswalks, with the exception of the departments and facilities identified in subsections 2, 3, 4 and 5. The Department has undertaken an inventory of all buildings, facilities, streets and crosswalks to determine ADA compliance. All public areas of city buildings and facilities are ADA compliant or have plans for accessibility to meet ADA requirements. All streets and crosswalks were also inventoried with a plan for upgrades and compliance of any noncompliant locations.⁹ These plans are attached to this policy and available through the civil rights coordinator.
2. Wyoming Housing Commission ("WHC") – complies with HUD federal regulations 24 C.F.R. part 9 regarding ADA/Section 504/Reasonable Accommodations. All renovation and maintenance of CFP projects include an architect with the qualifications to determine applicable current ADA code requirements and those are incorporated into each project when applicable. WHC programs provide ADA accommodations when requested using WHC's accommodation form.
3. Information Technology – The City's website and other social media pages currently support functions for zoom capabilities and screen reader programs. The City is in the process of implementing rebranding in fiscal year 2024. The rebranding program includes plans to update the City's website and social media presence to meet ADA guidelines.
4. 62A District Court – The District Court follows Supreme Court Administrative Order 2015-5 by having adopted and submitted to the State Court Administrator's Office a local administrative order conforming to the model established by the State Court Administrator's Office. The Court Administrator is the liaison for ADA issues at the Court. All requests should be sent to the civil rights coordinator who will work in conjunction with the Court Administrator.
5. Parks and Recreation Facilities – All parks and recreation facilities meet current ADA compliance standards including the Wyoming Senior Center Building. All renovations are reviewed by an architect to ensure compliance with ADA regulations.

B. All departments and physical locations operated by the City were included as well as the City's internet presence on social media sites and its own website.

§14 – Meeting Agendas, Notices and Other City Body Requirements. City bodies will incorporate the following (or an alternative approved by the city attorney) in bylaws, rules of procedure, or policies and ensure appropriate notices are provided to the public and others about the city's commitment and contact information for city personnel to obtain any needed accommodation(s). This information should also be provided on meeting agendas to ensure those wishing to do so are able to attend and participate in the meeting.

⁹ See Appendix B of this policy for the facility and streets inventories and plans.

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

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

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

ADMINISTRATION

§15 – Requests for ADA Accommodations

A. Accommodation requests should be submitted in writing on the ADA accommodations request form to the civil rights coordinator as far in advance of need as is possible. The civil rights coordinator will respond to all requests the next business day after the request is received.

1. Accommodation requests that require additional information, medical verification or would require review under the undue hardship formula will be completed within 14 business days of the request or all required documentation is provided by the requestor.
2. Anonymous complaints, media reports, inquiries seeking advice or information, courtesy copies of court pleadings, courtesy copies of internal grievances, and unattributed statements will not be considered.
3. Contact the civil rights coordinator when requesting an accommodation by submitting a completed Accommodations Request Form to:

Wyoming Human Resources
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

4. Accommodations requests must be in writing. If the requestor needs assistance to complete the form or needs the form in an alternative format, contact the civil rights coordinator who will provide assistance.
5. Requests made in writing without the form must include name of the requestor, contact information and preferred method of contact, activity, or service the accommodation is being requested for including date, location and department if known, duration of the accommodation need and the requested accommodation, if known.
6. Requests by employees may require medical verification. The civil rights coordinator will inform you of the appropriate medical verification along with any required forms and timelines.

B. Requestors for accommodation are not entitled to receive accommodation in the form, manner or for the duration as requested. The civil rights coordinator in collaboration with the involved department head(s),

finance and legal, shall determine appropriate accommodations, if feasible, that will not create an undue hardship for the City.

C. Requestors who fail or refuse to respond to the civil rights coordinator's requests for additional information or to discuss alternative accommodations from those originally requested or proposed, will have their requests considered abandoned after 14 days and the City will close out the request.

D. All ADA accommodation request decisions may be appealed following the same procedures as outlined in this policy under Enforcement and Complaints. Complaints for noncompliance with ADA or to appeal an accommodation decision will be forwarded to the City Manager for final decision in accordance with this policy.

§16 – Enforcement and Complaints.

A. The applicable civil rights coordinator (ref. section 5) will undertake enforcement actions needed to address noncompliance by city personnel, city bodies, city contractors, or others. Remedial actions will be taken promptly after confirming noncompliance. Appropriate consequences may be imposed against those in noncompliance.

1. Appropriate ADA accommodations implemented.
2. Personnel actions, up to and including discharge, may be taken against employees and volunteers for violations of or failures to comply with this policy.
2. Refusals to comply, egregious noncompliance, or repeated failures to comply with this policy constitute misfeasance or malfeasance in office.
3. For city contractors, noncompliance with this policy is a material breach of contract that can result in (i) withholding payments to the contractor, (ii) contract cancellation, termination, or suspension, in whole or in part, and (iii) contractor's ineligibility for future city contracts.

B. A person aggrieved by noncompliance with this policy, or an individual suffering discrimination, may file a complaint with the civil rights coordinator. (A complaint alleging the civil rights coordinator's noncompliance may be filed with the city manager.) Transportation-related complaints will be forwarded to the civil rights coordinator for the State of Michigan Department of Transportation (MDOT).

1. An aggrieved person or person with information that city personnel, a city body, or a city contractor violated this policy may file a complaint within 182 days of the alleged noncompliance or alleged discrimination. If the complainant could not reasonably have known of the noncompliance or discrimination within 182 days, the complainant will have 60 days after becoming aware of the noncompliance or discrimination to file a complaint.
2. Complaints must be in writing and signed by the complainant. Complainants may use the complaint form following this section or may file a written complaint in another form that includes at least the following information. If a complainant is unable to file a written complaint, the complainant or a person assisting the complainant may speak with the civil rights coordinator, who will solicit and record in writing this information. Anonymous complaints, media reports, inquiries seeking advice or information, courtesy copies of court pleadings, courtesy copies of internal grievances, and unattributed statements will not be considered.
 - a. The complainant's name, address, telephone/cell phone number, and e-mail address.
 - b. The date of the alleged discrimination or noncompliance and the date of the complaint.
 - c. A description of the incident, including (i) where it occurred, (ii) who was present (including names and contact information if known for all who were there), (iii) was discrimination based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law (iv) a description of the discriminatory or noncomplying acts or statements, and (v) any evidence of discrimination or noncompliance.

d. The signature of the complainant or the complainant's representative under an attestation that the facts stated in the complaint are true and accurate.

e. It must be submitted to:

Wyoming Human Resources
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

3. After receiving a complaint, the civil rights coordinator will investigate the complaint in an impartial, timely, and objective manner. (Complaints involving transportation issues will be forwarded to MDOT for investigation and determination.) In doing so, the civil rights coordinator may consult with or seek assistance from any other city personnel and outside legal or other consultants as the civil rights coordinator deems necessary or appropriate. The civil rights coordinator may designate an investigator.

a. Complaints are to be acknowledged within 10 days of receiving the complaint, with a letter of acceptance to the complainant or a notice of receipt with a request for additional information.

b. The investigation should (i) to a reasonable extent be confidential to protect the privacy of the complainant, any witnesses, and any person(s) against whom it was made (some disclosure will be needed to obtain needed information and to allow for a full understanding of facts and circumstances), (ii) focus only on the allegations in the complaint, (iii) include interviews of as many persons who were present or who have relevant knowledge of the incident or circumstances, (iv) be conducted without being defensive, without prejudging the outcome, and without asking leading questions, (v) obtain and maintain copies of any relevant documents, audio or video recordings, photos, texts, e-mails, voice messages, social media postings, and other evidence, (vi) include chronological, contemporaneous notes documenting the investigation, and (vii) be completed, including the report to be made under subsection 14.B.5, within 40 days of receipt of the complaint.

c. The investigation should not consider (i) any media coverage, media reports, or opinions, except for possible references leading to other sources of information, and (ii) inquiries or allegations by parties claiming an interest in the outcome but not involved in the incident, including labor organization representatives (except one union representative may be present during interviews with city personnel), civil rights organizations, media representatives, and other city personnel or city bodies without knowledge of the circumstances.

4. Complainants shall make themselves reasonably available to the designated investigator, to ensure timely completion of the investigation.

5. At the conclusion of that investigation, the civil rights coordinator (or designated investigator) shall prepare a written report of the civil rights coordinator's (i) determination of facts, (ii) conclusions as to whether discrimination or noncompliance occurred and who was responsible for that discrimination or noncompliance, (iii) description of the circumstances, (iv) description of any remedial actions, and (v) other information the civil rights coordinator deems relevant. The report must refer to any provision of this policy that was violated or applicable DOL laws the discrimination violated. The report must reach one of the following conclusions:

a. Discrimination or noncompliance occurred and/or an action plan or alternative accommodation is being implemented.

- b. The city provided a reasonable accommodation.
 - c. The complaint is unfounded.
 - d. Accommodating the request would cause an undue hardship for the city.
 - e. Currently available information is insufficient to conclude that either (i) discrimination or noncompliance occurred, or (ii) the complaint was unfounded.
5. When completed, the report shall be submitted to the city manager. If there is a finding of a violation, the city manager will take action to address the discrimination or noncompliance.
6. The report, together with information about any action the city manager took under subsection 16.B.5 shall be submitted to appropriate federal or state agencies as required by applicable civil rights laws or other requirements (e.g., grant contract provisions).
7. Copies of complaints, reports and associated materials shall be maintained by the civil rights coordinator or city clerk in accordance with the city's records retention policies for at least 6 years.

§17 – Review and Evaluation. The applicable civil rights coordinator shall, with assistance, as needed, from the city manager, finance director, purchasing director, city attorney, other city department heads, and other persons designated by the city manager, administer this policy.

A. The civil rights coordinator will annually compile from information provided by city departments and other sources statistical data on race, color, religion, national origin, age, sex, and mental or physical disability of participants in and beneficiaries of the city programs, services, and activities. Information gathering procedures will be reviewed annually to ensure data is sufficient to meet Title VI, environmental justice, and EEO requirements. If the collected information is insufficient to determine compliance, the city manager will assist the civil rights coordinator in requiring collection and compilation of needed data and other information.

B. The city currently has no "special emphasis programs" as defined in applicable federal and state requirements. If the City later has such programs, the civil rights coordinator will review them as required by applicable federal and state requirements based on annual summaries of activities, accomplishments, and problems to ensure (i) compliance and (ii) equal participation in programs and activities at all levels.

C. The civil rights coordinator will annually communicate with departments receiving federal assistance to (i) review compliance with this policy and with grant or other federal assistance agreements, and (ii) prepare and timely submit any required reports including those required under DOJ, EEOC, EPA, USDOT, and MDOT requirements (e.g., MDOT form #0179 due October 5).

D. The civil rights coordinator will disseminate this policy to all departments and ensure it is posted on the city's intranet and internet websites.

§18 – Dissemination. A copy of this policy is posted on or linked to the city's website: <https://wyomingmi.gov>. A copy can be requested at the city clerk's office during normal city business hours or by written request sent to:

City of Wyoming
ATTN: Human Resources Department
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

A copy has been provided to all city personnel via hard copy and is posted on the city's intranet. Copies will be provided to any individual, entity or agency who requests a copy.

John Shay, City Manager

Date

CITY OF WYOMING, MICHIGAN
CIVIL RIGHTS COMPLAINT

The City of Wyoming has a comprehensive Civil Rights Policy accessible at <https://wyomingmi.gov> or by contacting the City Clerk at (616) 530-7296. Complaints alleging violations of that policy or illegal discrimination under applicable federal and state laws, rules, or regulations, or other requirements can be made either by completing and submitting this complaint form or by filing a written letter or other document that provides the same information.

Complaints must be filed within 180 days of the alleged discrimination or other noncompliance with the Civil Rights Policy. If you could not reasonably have known the act or incident was discriminatory or violated that policy within 180 days, you have 60 days after you became aware of it to file your complaint.

If you need assistance completing this form, please contact the Human Resources Department by phone at (616) 530-3173 or via e-mail at hr_fax@wyomingmi.gov.

Complainant's name: _____

Complainant's address: _____
Street Address City State Zip

Cell or Phone #: _____ E-mail address: _____

Information about person affected by discrimination or violation(s) of the Wyoming Civil Rights Policy.

Affected person's name (if different than Complainant) & relationship to Complainant (e.g., child, spouse, client, etc.):

Address: _____
Street Address City State Zip

Cell or Phone #: _____ E-mail address: _____

What is the relationship of the complainant to the affected person? _____

What city officer, employee or body or what city contractor was involved in the discrimination or policy violation?

On what date(s) did the discrimination or policy violation occur? (Be sure to state the most recent date.)

Indicate below the basis on which you believe the discriminatory or noncompliant actions were taken.

- | | | |
|---|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> National Origin | <input type="checkbox"/> Income |
| <input type="checkbox"/> Color | <input type="checkbox"/> Religion | <input type="checkbox"/> Sex or Gender |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Age | <input type="checkbox"/> Gender identity or expression |
| <input type="checkbox"/> Height or Weight | <input type="checkbox"/> Language | <input type="checkbox"/> Other reason prohibited by law |

Explain: Please explain as clearly as possible what happened. Include the name(s) and contact information (address, cell #, e-mail address) of witness(es) and others involved in the alleged discrimination or noncompliance. Attach additional sheets if necessary and provide a copy of any written material pertaining to your case.

I attest that the statements in this complaint are true and accurate to the best of my knowledge.

Date signed: _____, _____

When completed, submit to:
Wyoming Human Resources
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

CITY OF WYOMING, MICHIGAN
Accommodation Request Form

Please complete this form to the best of your ability and provide it to the Civil Rights Coordinator. This form initiates the investigation and evaluation of your request for accommodation. You will have the opportunity to submit additional information about your accommodation request.

Name: _____ Phone Number: _____

Preferred contact method: phone email text USPS mail

Please explain why you are requesting an accommodation: _____

Please identify any specific accommodations that you would like us to consider: _____

Please indicate the specific event or date/time you are requesting the accommodation for: _____

Signature: _____ Date: _____

CITY PERSONNEL ONLY

Department: _____ Position or Job Title: _____

Department Head: _____ Immediate Supervisor: _____

If your request is based on a medical condition, include a detailed explanation of the medical condition. Please note that you may be required to submit a Medical Verification Form if your request is based on a medical condition.

EMPLOYEE RECEIPT

I have received and read the City of Wyoming Civil Rights Policy that also includes the Limited English Proficiency Plan attached as Appendix A to that policy (together, the "2024 Civil Rights Policy").

I acknowledge I must comply with the 2024 Civil Rights Policy and consequences for noncompliance are the same as for noncompliance with other policies.

I understand that if I have any questions about the 2024 Civil Rights Policy, its implementation, or what it requires of me, I should ask my supervisor.

I understand the City of Wyoming can modify the 2024 Civil Rights Policy at any time.

I understand that, during any work for the City of Wyoming, I am expected to act in a professional manner, and to treat all persons with fairness, impartiality, courtesy, dignity, and respect.

Employee signature: _____ Date signed: _____, _____

Employee's name printed: _____

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER AND CITY CLERK
TO SIGN TAX COLLECTION AGREEMENTS WITH LOCAL UNITS.

WHEREAS:

1. The City of Wyoming has historically maintained a dedicated bank account for undisbursed taxes collected on behalf of the county, library, transit authority, community college and local school districts.
2. The City wishes to eliminate the additional administrative burden associated with maintaining a separate bank account.
3. The local units have signed agreements allowing the City to deposit the funds into and distribute from an interest-bearing account and retain the minimal associated interest.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Tax Collection Agreements with local units that levy taxes within the City of Wyoming have been approved in the form provided in the meeting's agenda packet. The City Manager and City Clerk are authorized and directed to sign the agreements for the City.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held November 18, 2024.

Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report
Tax Collection Agreements

Resolution No. _____

STAFF REPORT

Date: Wednesday, October 23, 2024
Subject: Tax Collection Agreements
From: Traci Shaffer, Treasurer
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended that City Council Authorize the City Manager to sign the attached tax collection agreements with local units that levy taxes within the City of Wyoming.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Historically, the City has maintained a separate bank account for taxes collected on behalf of those that levy property taxes within the City. The dedicated bank account is not interest-earning and there are no interest earnings to distribute. For administrative and accounting purposes, the City would like to eliminate the additional bank account. The City distributes all tax funds weekly during the normal tax cycle, and therefore interest earnings would be minimal. In addition, tracking and distributing the interest earned would be difficult. The local units have signed an agreement that allows the City to deposit and distribute the tax funds into an interest earning account and keep the minimal associated interest.

BUDGET IMPACT:

There is no negative budget impact to the City. The change would simplify some administrative processes with the potential for time savings. The City would retain the minimal interest on collected funds prior to distribution.

Attachment: Tax Collection Agreements

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Grandville Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS


- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

By: _____
John Shay, City Manager

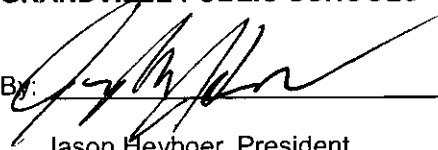
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

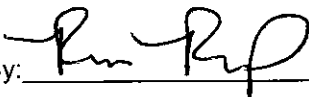
Approved as to form:


Scott G. Smith, City Attorney

GRANDVILLE PUBLIC SCHOOLS

By: 

Jason Heyboer, President

By: 

Roger Bearup, Superintendent

TAX COLLECTION AGREEMENT

This Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and the Kent District Library, a district library that levies taxes within a portion of City's jurisdictional limits (**Library**).

RECITALS

- A. Library wishes to collect its local Library operating and debt taxes in accordance with resolutions adopted from time to time by its board of directors and the City is willing to accommodate Library's desire in accordance with this Agreement.
- B. City currently collects taxes for Library and distributes tax collections weekly or in accordance with the statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor Library earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and Library are entering this Agreement to supersede and replace any prior agreement.

TERMS AND CONDITIONS


- 1. City will, without charging a fee or other amount to Library, collect property taxes and replacements for property taxes for Library (as described above) in accordance with applicable laws, resolutions of Library's board of directors, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, the City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation any prior agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Library board of directors.

CITY OF WYOMING

By: _____
John Shay, City Manager


By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

KENT DISTRICT LIBRARY

By: 
Title: Acting Finance Director

By: _____
Title: _____

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Kelloggsville Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

Kelloggsville PUBLIC SCHOOLS

By: _____
John Shay, City Manager

By: Jane Ward
Jane Ward, President

By: _____
Kelli A. VandenBerg, City Clerk

By: Jim Alston
Jim Alston Superintendent

Date signed: _____, 20__

Approved as to form:
Scott G. Smith

Scott G. Smith, City Attorney

SCHOOL TAX COLLECTION AGREEMENT

This Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Kentwood Public Schools, a Michigan public school that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local School operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace any prior agreement.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

KENTWOOD PUBLIC SCHOOLS

By: _____
John Shay, City Manager

By: Mimi Madden
_____, President

By: _____
Kelli A. VandenBerg, City Clerk

By: Zambaloty
_____, Superintendent

Date signed: _____, 20__

Approved as to form:
Scott G. Smith

Scott G. Smith, City Attorney

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Kent Intermediate School District, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

By: _____
John Shay, City Manager

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

KENT INTERMEDIATE SCHOOL DISTRICT

By: Andrea Haidle
Andrea Haidle, President

By: Ron Koehler
Ron Koehler, Superintendent

TAX COLLECTION AGREEMENT

This Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and the Interurban Transit Partnership, a Michigan transit Partnership that levies taxes within a portion of City's jurisdictional limits (**Transit**).

RECITALS

- A. Transit wishes to collect its local Transit operating and debt taxes in accordance with resolutions adopted from time to time by its board of directors and the City is willing to accommodate Transit's desire in accordance with this Agreement.
- B. City currently collects taxes for Transit and distributes tax collections weekly or in accordance with the statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor Transit earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and Transit are entering this Agreement to supersede and replace any prior agreement.

TERMS AND CONDITIONS


- 1. City will, without charging a fee or other amount to Transit, collect property taxes and replacements for property taxes for Transit (as described above) in accordance with applicable laws, resolutions of Transit's board of directors, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, the City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation any prior agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Transit board of directors.

CITY OF WYOMING

By: _____
John Shay, City Manager

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

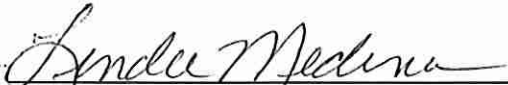
Approved as to form: 

Scott G. Smith, City Attorney

GRAND RAPIDS INTERURBAN TRANSIT PARTNERSHIP

By:  _____

Title: CEO

By:  _____

Title: Finance Director

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Grand Rapids Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.


TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

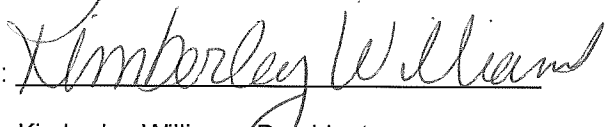
By: _____
John Shay, City Manager

Date signed: _____, 20__

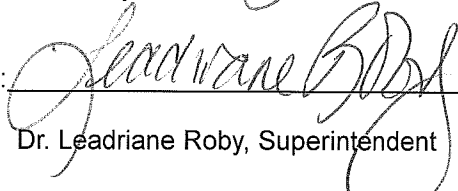
Approved as to form: 

Scott G. Smith, City Attorney

GRAND RAPIDS PUBLIC SCHOOLS

By: 

Kimberley Williams, President

By: 

Dr. Leadriane Roby, Superintendent

AGREEMENT FOR INTEREST EARNED ON COUNTY TAX COLLECTIONS

This Agreement For Interest Earned on County Tax Collections (“Agreement”) is made as of October 1, 2024, between the County of Kent, a Michigan municipal corporation (the “County”), with a principal place of business at County Administration Building 300 Monroe Avenue, NW, Grand Rapids, MI 49503-2206 and the City of Wyoming, a Michigan municipal corporation (“Local Unit”).

RECITALS

- A. The Local Unit currently collects county taxes on behalf of the County and distributes county tax collections to the County on a weekly basis or in accordance with statutory distribution of taxes set by the State of Michigan’s General Property Tax Act.
- B. The Local Unit wishes to hold the amounts collected in county taxes in an interest-bearing account prior to the distribution of county tax funds to the County, and retain all interest earned on those amounts.
- C. The Local Unit and the County are entering this Agreement to permit the Local Unit to retain interest earned by the Local Unit on collections of county taxes before such taxes are delivered to the County.

TERMS AND CONDITIONS

1. Upon collection and prior to distribution of the county taxes to the County as provided in Recital A above, the Local Unit may hold the amounts of county taxes collected in an interest-bearing account and retain all interest earned on such account, to the extent permitted by law.
2. The Local Unit will collect, hold, and distribute county taxes for the County in accordance with all applicable laws and regulations and resolutions of the County.
3. This Agreement shall be in effect through September 30, 2025, but shall annually renew for succeeding on-year terms unless either party notifies the other party in writing no later than May 1 of any year of an intent not to renew.
4. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements referred to above. It may not be modified or amended excepting in writing signed by both parties.

[Signature Page Follows]

COUNTY OF KENT

Chair of the Kent County Board of Commissioners

By: _____
(signature)

Name: _____
(print)

Date: _____

County Treasurer

Attest: _____
(signature)

Name: _____
(print)

Date: _____

LOCAL UNIT

Mayor or Supervisor

By: _____
(signature)

Name: _____
(print)

Date: _____

City/Township Treasurer

Attest: _____
(signature)

Name: _____
(print)

Date: _____

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Wyoming Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.


CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

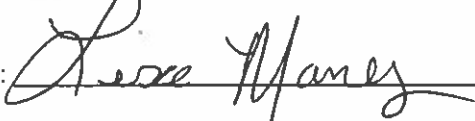
Date signed: _____, 20__

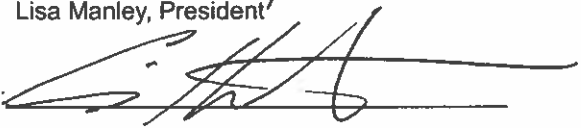
Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

By: 
Lisa Manley, President

By: 
Craig Hoekstra, Superintendent

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Byron Center Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

By: _____
John Shay, City Manager

By: _____
Kelli A. VandenBerg, City Clerk


Date signed: _____, 20__

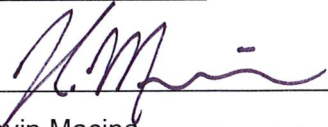
Approved as to form:



Scott G. Smith, City Attorney

Byron Center **PUBLIC SCHOOLS**

By: _____

Crystel Imperi, President

By: _____

Kevin Macina, Superintendent

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (City), and Godfrey-Lee Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (School).

RECITALS

- A. School wishes to collect its local school operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. City currently collects taxes for School and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor School earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and School are entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

GODFREY-LEE PUBLIC SCHOOLS


By: _____
John Shay, City Manager

By: 
Eric Mockerman, President

By: _____
Kelli A. VandenBerg, City Clerk

By: 
Dr. Arnetta Thompson, Superintendent

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

SCHOOL TAX COLLECTION AGREEMENT

This School Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Godwin Heights Public Schools, a Michigan public school district that levies taxes within a portion of City's jurisdictional limits (**School**).

RECITALS

- A. School wishes to collect all or a portion of its local school operating taxes on the summer tax levy in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate School's desire in accordance with this Agreement.
- B. School and City wish to establish a schedule for distribution of property taxes and replacements for property taxes City collects for School, including specific taxes under applicable laws and payments in lieu of taxes.
- C. City currently collects and distributes at least some of School's taxes as part of the summer tax levy and does so without charging School any fee.
- D. To avoid complex accounting, City currently holds taxes its collects for School in a non-interest-bearing account until distribution of those amounts in accordance with the distribution schedule recommended by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month) and, as a consequence, neither City nor School earns interest on those amounts.C
- E. City is willing to continue to forego any fees for the collection of School's taxes and School is willing to forego any interest City might earn on School's taxes City collects and distributes in accordance with the distribution schedule recommended by the Michigan Department of Treasury.
- F. City and School entering this Agreement to supersede and replace a prior agreement dated July 13, 1987.

TERMS AND CONDITIONS


- 1. City will, without charging a fee or other amount to School, collect property taxes and replacements for property taxes for School (as described above) in accordance with applicable laws, resolutions of School's board of education, and this Agreement.
- 2. City will distribute the amounts collected in accordance with the distribution schedule recommended from time to time (usually annually) by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Schools' board of education.

CITY OF WYOMING

By: _____
John Shay, City Manager

By: _____
Kelli A. VandenBerg, City Clerk

GODWIN HEIGHTS PUBLIC SCHOOLS

By:  _____
Allen E. Johnston, Board President

By:  _____
William L. Fetterhoff, Superintendent

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

SCHOOL TAX COLLECTION AGREEMENT

This Tax Collection Agreement is made as of July 1, 2024, between the City of Wyoming, a Michigan municipal corporation that is the tax assessing and collection unit for property taxes levied within its jurisdictional limits (**City**), and Grand Rapids Public Schools, a Michigan community college that levies taxes within a portion of City's jurisdictional limits (**College**).

RECITALS

- A. College wishes to collect its local College operating and debt taxes in accordance with resolutions adopted from time to time by its board of education and City is willing to accommodate College's desire in accordance with this Agreement.
- B. City currently collects taxes for College and distributes tax collections weekly or in accordance with statutory distribution of State Education tax set by the Michigan Department of Treasury (i.e., generally within 10 business days after the first and fifteenth day of each month). Currently, the funds are held in a non interest-bearing account and as consequence, neither City nor College earns interest on those amounts.
- C. City wishes to eliminate the additional bank account for administrative and accounting purposes.
- D. City and College are entering this Agreement to supersede and replace any prior agreement.

TERMS AND CONDITIONS

- 1. City will, without charging a fee or other amount to College, collect property taxes and replacements for property taxes for College (as described above) in accordance with applicable laws, resolutions of College's board of education, and this Agreement.
- 2. City will distribute the current tax amounts collected in accordance with the distribution schedule recommended annually by the Michigan Department of Treasury unless otherwise required by applicable law.
- 3. Upon collection and prior to distribution of the amounts collected as provided in section 2 above, City may hold the amounts collected in an interest-bearing account and retain all interest earned on those amounts.
- 4. This Agreement shall be in effect through June 30, 2025, but shall annually renew for succeeding one-year terms unless either party notifies the other party not later than May 1 of any year of an intent not to renew it.
- 5. This is the entire agreement between the parties regarding its subject. It replaces all prior agreements, including without limitation the 1987 agreement referred to above. It may not be modified or amended except in writing after approval by City's city council and Colleges' board of education.

CITY OF WYOMING

GRAND RAPIDS COMMUNITY COLLEGE


By: _____
John Shay, City Manager

By: _____
_____, President


By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, Superintendent

Date signed: _____, 20__

Approved as to form:


Scott G. Smith, City Attorney


- KISD collects on behalf of GRCC per existing agreement.
Todd Hurley, Controller

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A
CONTRACT WITH ICCF NON-PROFIT HOUSING CORPORATION TO CONVEY 1038 AND 1042
BURTON STREET

WHEREAS:

1. The City of Wyoming purchased 1038 and 1042 Burton Street SW with Community Development Block Grant Funds.
2. The use of Community Development Block Grant funds for property acquisition requires that the property be used to address blight or create affordable housing.
3. ICCF Non-profit Housing Corporation presented a proposal to create 8 units of owner-occupied housing across these two parcels and offer them for sale to households earning 80% of the area median income or less.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The contract with ICCF Non-profit Housing Corporation is approved in forms provided as part of the agenda for this meeting subject to such changes as are approved by the City Manager and City Attorney, and the Mayor and the City Clerk are authorized and directed to sign it for the city.

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 November 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
ICCF Contract

Resolution No. _____

STAFF REPORT

Date: November 12, 2024
Subject: Burton Street Property Contract
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Meeting Dates: November 18, 2024

RECOMMENDATION

Approve and authorize the Mayor and City Clerk to sign the resolution entitled "Resolution Approving And Authorizing The Mayor And City Clerk To Sign A Contract With ICCF Non-profit Housing Corporation To Convey 1038 And 1042 Burton Street."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

BACKGROUND

In March, 2023, the City of Wyoming's Community Development office purchased two vacant parcels totaling approximately 0.4 acres at 1038-1042 Burton Street SW for \$80,000.00. At the time of purchase, the City undertook Phase I and Phase II environmental assessments that showed no significant findings.

This property was purchased using Community Development Block Grant funds under the "01 Acquisition of Real Property" matrix code, which requires that the property be acquired to address blight or to develop affordable housing. Since these were vacant lots, the intent was to develop affordable, owner-occupied housing. To that end, the City issued a request for proposal on June 27, 2024 to develop affordable, owner occupied housing at 1038-1042 Burton Street SW. This request was sent to the Community Development office's list of interested parties and also public noticed in the local paper.

The request for proposal specified that these are to be owner-occupied homes. There are a number of state programs that facilitate affordable rental housing, but programs are more limited for affordable owner-occupied housing. Creating owner-occupied housing along Burton Street is intended to deliver both social and financial investment in this area by bringing more homeowners to the corridor.

PROPOSAL SUMMARIES

The City received proposals from ICCF Non-profit Housing Corporation (ICCF) and Linc Up Non-profit Housing Corporation (Linc Up). Both of these organizations are experienced in developing affordable housing in Kent County and both are certified as Community Housing Development Organizations.

Both organizations propose to construct 8 owner-occupied townhomes with private garages and provided multiple site plans for consideration. The size and specifications of the units for each proposal were similar and subject to minor changes. ICCF proposes 1,500 square foot units with 2-3 bedrooms and 2.5 bathrooms. Linc Up proposes 1,400 square foot units with 3 bedrooms and 1.5 bathrooms.

The most notable differences between the two proposals related to affordability and schedule:

- ICCF proposes to build each unit for approximately \$182,000 and Linc Up proposes to do the same for approximately \$230,000. Both organizations developed their estimates using past project experience or inquired with their chosen contractor.
- ICCF proposes to put the properties into a Community Land Trust to preserve long-term affordability, while Linc Up proposes to use the 15-year Recapture Method, which only preserves affordability for 15 years.
- ICCF has already secured the funding necessary to complete this development, proposes to start construction at the beginning of the 2025 construction, complete construction in the first quarter of 2026, and have the units sold to qualified buyers by the end of the second quarter of 2026. Linc Up still needs to assemble the funding to complete this development, proposes to assemble that funding during the first two quarters of 2025, begin construction during the 2025 construction season, complete construction during the 2026 construction season, and have the units sold to qualified buyers by the end of 2026.

COMPARISON

Both organizations made excellent proposals and have extensive records of delivering high-quality affordable housing developments in Kent County. However, ICCF proposes to deliver the units at a lower price point, which allows a greater number of households to qualify to purchase them, and proposes to preserve that affordability for the long-term by placing all of the units in a community land trust.

ICCF also already has funding in place, which allows it to pull the schedule forward by 6 months. Importantly, that schedule also allows our Community Development Block Grant program to meet the US Housing and Urban Development Department's preference that all Acquisition activities be completed within three years.

ICCF has an in-house brokerage that allows it to sell these homes to buyers without outside assistance. By handling all of the marketing and sales in house, ICCF is better able to manage the sale process. Linc Up does all sales as "for sale by owner," which limits them to selling 5 homes within a 12-month period without engaging the services of an outside broker (MCL 339.2502b).

The Community Development Committee compared these two proposals at its September meeting and recommends that City Council award the contract to ICCF Non-profit Housing Corporation.

CONTRACT

The contract offered by the City of Wyoming to ICCF Non-profit Housing Corporation requires that 8 units of housing be developed and offered for sale to households earning no more than 80% of the area median income. These requirements meet the needs of the neighborhood surrounding the properties and also satisfy the requirements of the Community Development Block Grant funds. Additionally, the contract provides ICCF Non-profit Housing Corporation until the end of 2028 and, if they are not complete at that time, the City could reclaim the properties and related costs.

BUDGET IMPACT

This recommendation will reduce City expenses by transferring the property and all upkeep responsibilities to ICCF Non-profit Housing Corporation. The 1038-1024 Burton properties were purchased by the Community Development office in 2023 for \$80,000.00 and will be conveyed to the developer for the nominal sum of \$1.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is made as of November 19, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**) and ICCF Nonprofit Housing Corporation, a Michigan nonprofit corporation and community housing development organization (CHDO) of 415 Martin Luther King Jr. St SE, Suite 100, Grand Rapids, MI 49507 (**ICCF**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and used CDBG Funds to purchase the following described two parcels of property at 1038 and 1042 Burton Street SW, Wyoming, MI 49509 (the **Property**) to support development of affordable housing for families with household incomes at or below 80% of area median income (**AMI**) as determined by HUD for the Grand Rapids – Wyoming metro area.

Parcel 1: Lots 1,2,3 and 57 of Huizen and Hoogterp Addition, City of Wyoming, Kent County, Michigan, according to the plat thereof as recorded in Liber 23 of Plats, Page 17 (PP# 41-17-11-204-024).

Parcel 2: Lot 6 of M.F. Powers Addition, City of Wyoming, Kent County, Michigan, according to the plat thereof recorded in Liber 23 of Plats, Page 19 (PP# 41-17-11-205-026).

B. ICCF submitted a proposal to City to acquire the Property and develop 8 townhomes on it for sale to low-moderate income households and be occupied by those families for at least 5 years.

C. On September 19, 2024, City's Community Development Committee unanimously approved and recommended the City Council's approval of ICCF's proposal and at its _____, 2024, regular meeting, the City Council approved this Agreement by its Resolution No. _____.

TERMS AND CONDITIONS

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

1. Sale and Purchase. City agrees to sell, and ICCF agrees to purchase, the Property, subject to the terms and conditions of this Agreement.

2. Price and Deposit. The **Purchase Price** for the Property is \$1.00 payable in full at closing.

3. Title and Survey.

A. City will convey title at the closing by quit-claim deed.

B. City will not provide title insurance, an abstract, or any other assurance of title. If ICCF wishes to obtain any such assurance of title, it may do so without expense to City. ICCF may undertake any due diligence regarding title and other conditions that a title insurance commitment, abstract and/or survey might reveal. If such conditions are unacceptable to ICCF in its sole discretion, ICCF may terminate this Agreement by a written notice to City. City shall have no duty to remedy any such conditions.

C. City will not provide any survey of the Property. If ICCF wishes to obtain a survey of the Property it may do so without expense to City at any time before closing.

D. City provided ICCF and ICCF acknowledges receiving copies of the Phase I and Phase II environmental site assessments of the Property conducted by BLDI in the Spring of 2023 (**ESAs**).

4. Property Condition.

A. The Property will be conveyed in an "as is, where is" condition, without any warranties, express or implied, as to its condition or its suitability for any use or purpose and, more particularly, without any representations as to the presence or absence of any materials or substances regulated under applicable laws, rules, or regulations, including any environmental requirements.

B. ICCF may undertake its own investigations of the Property to determine whether the Property is suitable for ICCF's intended use. City makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by City to ICCF in connection with the transaction contemplated by this Agreement, other than with respect to City's authority to enter into and perform its obligations under this Agreement, which representation and warranty City hereby makes to ICCF (**Authority Warranty**). ICCF acknowledges and agrees that all materials, data and information delivered by City to ICCF in connection with this transaction are provided to ICCF as a convenience only (except for materials City is required to provide under applicable law, such as, for example, Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.*) and that any reliance on or use of such materials, data or information by ICCF shall be at the sole risk of ICCF, except as expressly stated in this Agreement. The ESAs are the only information City has regarding the environmental condition of the Property.

C. ICCF or ICCF's designated agents and contractors may enter upon the Property to undertake such investigations as ICCF determines to be necessary or prudent, including for example and without limitation, any surveys, environmental investigations, and geotechnical borings or investigations, subject to the following requirements:

- i. All persons entering upon the Property for such purposes shall do so at their own risk.
- ii. All persons entering upon the Property for such purposes shall be insured with general commercial liability insurance and automotive insurance for any property damage or personal injuries that may arise as a result of any of their acts or omissions while on the Property.
- iii. ICCF will hold City (including for purposes of this subsection City's officers and employees) harmless from, indemnify City for, and defend City against any claims, demands, and judicial or administrative actions resulting from activities undertaken by persons on ICCF's behalf, and notwithstanding anything to the contrary in this Agreement such obligation to defend, indemnity and hold harmless City shall survive Closing or any termination of this Agreement.
- iv. Before persons performing the investigations for ICCF under this Section 4 leave the Property, any boring holes or other damages to the Property occurring as a result of activities under this subsection shall be fully repaired and the Property restored to the condition it was in before that entry, and notwithstanding anything to the contrary in this Agreement such obligation to repair and restore the Property shall survive Closing or any termination of this Agreement.

D. ICCF or ICCF's designated agents (including agents of ICCF's designated grantee) and contractors may perform environmental site assessments (**ESAs**) of the Property. If ICCF elects to perform ESAs, ICCF shall promptly provide City with a copy of the written reports.

5. Taxes, Assessments, and Utilities. The Property is currently exempt from property taxation and there are no special assessments levied against the Property. The Property is not served by utilities and there are no utility charges against the Property.

6. Closing.

A. Closing will be on a date mutually acceptable to the parties but must occur no later than December 13, 2024, at City's offices or such other place or by such other arrangement as the parties mutually agree.

B. If ICCF closes on the purchase of the Property, ICCF will have waived all objections to the condition of the Property and all claims related to or may arise from ICCF's acquisition of the Property, other than claims arising from City's breach of the Authority Warranty. ICCF represents and promises that it has not relied on any statement from City or City's officers, employees, or agents about the Property or the Property's condition. ICCF shall have no recourse against City or City's officers, employees, or agents due to any condition of the Property, title to the Property, or anything related to the Property or this transaction, other

than recourse arising from City's breach of the Authority Warranty. ICCF's sole remedy will be to terminate this Agreement before closing as provided in this Agreement.

C. At Closing, City shall execute and deliver to ICCF: (i) the quitclaim deed, (ii) a settlement statement prepared in a form and substance acceptable to City's attorney, and (iii) a resolution of City's city council authorizing this Agreement. At Closing, ICCF shall deliver to City: (i) the Purchase Price, (ii) a settlement statement as provided above, and (iii) a resolution of its Board approving this Agreement and the commitments made in it. The parties shall also execute and deliver to one another any additional, customary closing documents reasonably required by the title insurance company insuring ICCF's title to the Property, specifically excluding an owner's affidavit or similar closing document relating to the condition of the Property.

D. ICCF will pay all closing costs, recording fees, and, if any, real estate transfer taxes.

7. Possession and Use.

A. Possession of the Property shall be delivered at Closing.

B. If ICCF closes its purchase of the Property, then not later than December 31, 2028, the following must have occurred:

1. ICCF must have completed the construction of 8 single-family townhomes on the Property in accordance with the proposal ICCF made to City and such site and building plans as are filed with and approved by City, subject to pre-closing revisions to such site and building plans as are acceptable to City in its reasonable discretion.

2. Each of the townhomes must have been sold to and occupied by families with household incomes that do not exceed 80% of AMI as determined by HUD for the Grand Rapids – Wyoming metro area.

C. ICCF's agreements with the owners of all 8 of the townhomes must require that the townhomes remain owner occupied for at least 5-years by families who, at the time of initial occupancy, had household incomes not exceeding 80% of AMI as determined by HUD for the Grand Rapids – Wyoming metro area.

D. ICCF will maintain case files on each household which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. After each townhome is sold, ICCF will submit a demographic and income eligibility report in formats approved by City. ICCF must report compliance with the 5-year affordable housing requirement each January 1 following the initial sale.

1. Upon City's request, ICCF will provide information from the files to City within 5 business days, subject to any applicable non-disclosure laws or regulations.

2. City will maintain the information's confidentiality to the extent it can do so under applicable law.

E. In performing its activities under this Agreement and fulfilling terms, conditions, obligations, covenants, and stipulations of this Agreement, ICCF shall comply in all material respects with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This includes, for example and without limitations, all applicable HUD requirements and all City ordinances and codes.

F. The requirements in subsections 7.B, 7.C, 7.D and 7.E will survive closing and remain in effect until December 31, 2037.

G. Because the requirements in subsections 7.B, 7.C, 7.D and 7.E are essential to the purpose of this Agreement and are needed for City to comply with certain HUD requirements regarding the use of CDBG Funds for the purchase of the Property, compliance with requirements in subsections 7.B, 7.C, 7.D and 7.E are central to this Agreement. Accordingly, the parties agree that legal remedies comprised of payment of damages are insufficient to remedy a breach of requirements in subsections 7.B, 7.C, 7.D and 7.E. Therefore:

1. City shall be entitled to equitable remedies including injunctive relief or other action from a court of competent jurisdiction to compel ICCF's compliance with the requirements in subsections 7.B, 7.C, 7.D and 7.E.

2. In addition, ICCF shall pay any repayment of City's costs of acquiring the Property, interest, penalties, and other amount City may be required to pay to HUD or any other federal agency due the breach of the requirements in subsections 7.B, 7.C, 7.D and 7.E. If City suffers reductions in HUD funding or is disbarred or disqualified to receive any federal funds directly or indirectly due to ICCF's breach of the requirements in subsections 7.B, 7.C, 7.D and 7.E, ICCF shall pay to City an amount equal to the proportional loss or reduction of HUD or other federal funding directly attributable to such ICCF breach as long as that loss or reduction funding due to ICCF's breach of the requirements in subsections 7.B, 7.C, 7.D and 7.E continues.

8. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties. The failure of either party to demand compliance with any term of this Agreement or to take action when this Agreement is breached will not be a waiver of that provision nor any other provision of this Agreement.

B. Both parties had input into the drafting of this Agreement and had the advice of legal counsel before signing it. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision. However, the deed shall be originally signed and in recordable form when delivered to ICCF.

D. The jurisdiction and venue for any actions related to this Agreements shall be solely in the state courts in Kent County, Michigan. The prevailing party in any such action shall, in addition to any and all other remedies, be entitled to recover all of its costs to investigate, bring, maintain, or defend any such action from its first accrual or first notice of that action through all appellate and collection proceedings, including reasonable attorney fees.

E. When this Agreement refers to a City office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Agreement.

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

CITY OF WYOMING

ICCF NONPROFIT HOUSING CORPORATION

By: _____
Kent Vanderwood, Mayor

By:  _____
Ryan VerWys, CEO

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: October 21, 2024

Date signed: _____, 2024

Approved as to form:

Approved as to form:



Scott G. Smith, City Attorney



Andrew Hakken, General Counsel

RESOLUTION NO. _____

RESOLUTION CONSENTING TO 2nd AMENDMENT TO PURCHASE AND DEVELOPMENT
AGREEMENT WITH MAGNUS CAPITAL PARTNERS, LLC

WHEREAS:

1. The City Council strongly supports a city center vision to create a Wyoming downtown that will include, among much other development, the private construction additional dwelling units and commercial space within 4- or 5-story buildings on the remainder of former Studio 28 property acquired by the Wyoming Brownfield Redevelopment Authority (**WBRA**).
2. Toward that end, the City Council approved the advancement of funds to the WBRA for its acquisition of the remainder of the former Studio 28 property and pursuant to the agreement advancing those funds, the City Council's consent is needed for the resale of that property.
3. Magnus Capital Partners, LLC, the developer of the adjoining Hōm Flats development and owner of the adjoining Wyoming Village shopping center property (**Magnus**), entered into a May 31, 2022, Purchase and Development Agreement to acquire that property (**Purchase Agreement**).
4. Due to delays in finalizing plans for the pedestrian/bicycling bridge over 28th St SW, Magnus' efforts to acquire an additional parcel, and other factors, the Purchase Agreement was amended in December 2023 to extend the closing deadline to December 31, 2024.
5. Because Magnus acquired additional property, Hōm Flats phase III will not include the portion of the property lying east of 28 West Place, but Magnus will before December 31, 2024, nevertheless acquire all of the property for the agreed upon purchase price (though it will be allocated among the parcels as indicated in the 2nd Amendment, as defined below) and Magnus will also begin demolition of the building on the parcel lying east of 28 West Place before December 31, 2024 with completion before March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council consents the Second Amendment to the Purchase and Development Agreement (**2nd Amendment**).
2. The City Council also consents to temporary use of up to \$1.7 million of the proceeds of that sale to pay a portion of construction costs for the city's 36th street marketplace with that amount will be repaid from tax increment revenues the WBRA collects pursuant to the approved Site 36 brownfield plan and marketplace Act 381 work plan approved by the Michigan Economic Development Corporation and Michigan Department of the Environment, Great Lakes, and Energy. The remaining proceeds from the sale to Magnus will be repaid to the general fund as provided in the fund advance agreement between the city and the WBRA as amended.
3. The Mayor and City Clerk are authorized and directed to sign the 2nd Amendment in the form submitted with this resolution subject to such changes as are approved by the City attorney. All City officers and employees are authorized and directed to take all actions close that transaction.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 13, 2024

Subject: City Center – Magnus Capital Partners (Höm Flats) related agenda items

From: Scott G. Smith, City Attorney

Meeting Date: November 18, 2024 – First reading of PILOT ordinance amendment & consent to 2nd Amendment to Purchase and Development Agreement
December 16, 2024 – Adoption of PILOT ordinance amendment & Superseding MSA

RECOMMENDATION:

November 18 – Adopt Resolution Consenting to 2nd Amendment to Purchase and Development Agreement with Magnus Capital Partners, LLC.

November 18 – Approve first reading of Ordinance to Amend Section 2-310.11 of the City Code to Update the Definitions of “Project” and “Project Property” for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project.

December 16 – Adopt Ordinance to Amend Section 2-310.11 of the City Code to Update the Definitions of “Project” and “Project Property” for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project.

December 16 – Adopt Resolution Approving and Authoring Mayor and City Clerk to Sign Superseding Municipal Services Contract (28WPhaseThree LDHA Limited Partnership Housing Project).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION:

The WBRA acquired the remaining former Studio 28 property in December 2021 to resell for development consistent with the city center project vision, essentially for construction of 4- to 5-story mixed used buildings affordable housing units and by retail and other commercial uses on their ground floors. Magnus Capital Partners LLC (**Magnus**) entered into a Purchase and Development Agreement in 2022 pursuant to which Magnus would close on the purchase of that property by December 2023. Because of delays in finalizing the design of the pedestrian/bicycling bridge over 28th Street t, Magnus’ efforts to acquire adjoining property, and other factors, the City Council previously approved an amendment to that agreement to extend the closing deadline for one year until December 31, 2024. Since that amendment, Magnus also acquired the former Frankie V’s site and has reconfigured its phase III plan to exclude the parcel east of 28 West Place (where the former Lindo Mexico building is located). However, Magnus still plans to close on the purchase of all of the property by year-end and to pay the contracted total purchase price for the property, though it wishes to allocate that purchase price so only \$1 of it will be allocated to the Lindo parcel. Magnus is also agreeing to begin demolition of the former Lindo building by year-end.

In December 2021, the City Council approved a fund advance agreement with the WBRA to advance general fund monies for the purchase of the former Studio 28 property with the repayment of those funds to come with the closing on the resale of that property or the closing on the sale of Site 36. That agreement was amended to extend the repayment obligation and to forego the requirement that the Site 36 sale proceeds be used to fund the repayment of the advanced funds. As you know, the 36th Street marketplace construction cost exceed amounts currently available with brownfield tax increment revenues collected with

the development of Site 36 over the next 3 to 4 years to be used to pay that funding gap. In the interim, it is proposed that up to \$1.7 million of the proceeds from the sale of the former Studio 28 property to Magnus be temporarily used to fund the 36th Street marketplace funding gap. The remainder of the proceeds from the sale to Magnus will go to reimburse the general fund. As the Site 36 TIF revenues are collected, they will complete the repayment of the general fund. There was also a second fund advance agreement using funds made possible by the city's ARPA fund allocation that the WBRA loaned to Magnus for the purchase of the Wyoming Village Mall. Those funds will be repaid in 2030.

The first resolution consents to the 2nd Amendment to the Magnus Purchase and Development Agreement to allow the split of the parcels and the uneven purchase price allocation, as well as to provide for demolition of the building on the parcel lying east of 28 West Place. It also allows for the temporary use of part of the sale proceeds to fund part of the 36th Street marketplace construction with repayment from brownfield tax increment revenues generated over the next few years from the development of Site 36.

The city approved a PILOT ordinance and municipal services agreement for the Hōm Flats phase III affordable housing units in 2022. The ordinance amendment and second resolution (to be adopted December 16) amend the property description and project description for the PILOT and municipal service fee to include the former Frankie V's parcel and exclude the Lindo parcel and to tie the project to an updated site layout. The remaining terms of those documents, including the amounts of the payments in lieu of taxes and municipal service fees remain the same.

BUDGET IMPACT:

Adoption of the ordinance and resolutions will not have a budgetary effect, except for a delay in the full repayment of the advanced funds.

SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made and entered into effective as of the 19th day of November, 2024 (the “Effective Date”), by and between **MAGNUS CAPITAL PARTNERS LLC**, a Delaware limited liability company, on behalf of an entity to be formed (the “Purchaser”), and the **WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY**, a public body corporate (the “Seller”).

RECITALS:

A. Purchaser and Seller are parties to that certain Purchase and Development Agreement dated as of May 31, 2022 (the “Original Agreement”), as amended by that certain 1st Amendment to Purchase and Development Agreement dated as of December 18, 2023 (the “First Amendment”, together with the Original Agreement, the “Purchase Agreement”), regarding the sale by Seller to Purchaser of certain real property located in the City of Wyoming, Kent County, Michigan, as more particularly described in the Purchase Agreement.

B. Purchaser and Seller have agreed to amend the Purchase Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, Purchaser and Seller hereby agree to amend the Purchase Agreement as follows:

1. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meaning given to such terms in the Purchase Agreement.

2. **Description of the Property.** Exhibit A to the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto. The portion of the Property described on Exhibit A under the heading “Phase III Property” shall be referred to herein as the “Phase III Property”. The portion of the Property described on Exhibit A under the heading “Lindo Property” shall be referred to herein as the “Lindo Property”. Purchaser and Seller acknowledge and agree that the Project shall be constructed solely on the Phase III Property and the Purchaser’s conditions, covenants and obligations related thereto as set forth in the Purchase Agreement shall only apply to the Phase III Property. The Lindo Property will be conveyed to Purchaser or an affiliate of Purchaser for future development which may be related or unrelated to the Project to be constructed on the Phase III Property.

3. **Allocation of Purchase Price.** The Purchase Price as set forth in Section 2 of the Purchase Agreement is hereby allocated such that: (a) the portion of the Purchase Price allocable to the Lindo Property shall be equal to One Dollar (\$1.00) (the “Lindo Property Purchase Price”); and (b) the portion of the Purchase Price allocable to the Phase III Property shall be Purchase Price as set forth in Section 2 of the Purchase Agreement, less the Lindo Property Purchase Price (the “Phase III Property Purchase Price”).

4. **Assignment.** Section 9 of the Purchase Agreement is hereby amended such that Purchaser shall be permitted to assign the Purchase Agreement as it relates to the Phase III Property to an entity in which Purchaser or any principal holds an ownership or managing interest, and separately assign the Purchase Agreement as it relates to the Lindo Property to a different entity in which Purchaser or any principal holds an ownership or managing interest.

5. **Demolition.** Purchaser agrees that it shall commence with the demolition of the existing building on the Lindo Property on or before December 31, 2024 and will be completed on or before March 31, 2025..

6. **Miscellaneous.** Except as specifically amended herein, all the terms and provisions of the Purchase Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Purchase Agreement and this Amendment, the terms and provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Purchase Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein, but not otherwise defined, shall have the same meaning as used in the Purchase Agreement.


7. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on Purchaser and Seller. This Amendment may be executed in telecopy (faxed) or emailed copies and such signed copies treated as originals for all purposes shall be binding upon the parties.

[Signatures on next page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Amendment to be effective as of the Effective Date.

PURCHASER:

MAGNUS CAPITAL PARTNERS LLC,
a Delaware limited liability company

By:  _____

Name: Vishal Arora _____

Its: Authorized Signatory _____

SELLER:

WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY, a public body corporate

By: _____
Tom Brann, Chair

By: _____
Nicole Hofert, Secretary

CITY CONSENT

The City of Wyoming consents to this Amendment.

CITY OF WYOMING:

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:

By: _____
Scott G. Smith, City Attorney

EXHIBIT A

Legal Description of the Property

Phase III Property

1440 28th St. SW (Parcel No. 41-17-14-126-025):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 73.99 feet along the East line of the West 827 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence

S87°34'58"E 49.17 feet along said Southerly line; thence Easterly 201.95 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S87°49'44"E 201.95 feet; thence S00°24'13"E 383.14 feet; thence N88°22'14"W 251.00 feet to the East line of the West 827 feet of said NW 1/4; thence N00°24'13"W 386.01 feet to the place of beginning. This parcel contains 2.213 acres.

1420 28th St. SW (Parcel No. 41-17-14-126-026):

Part of the NW 1/4 of Section 14, T6N, R12W, described as: Commencing at the NW corner of said Section; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 74.12 feet parallel with the West line of said Section 14 to a point on the South right-of-way line of 28th street (130 foot wide right-of-way); thence S87°34'15"E 49.17 feet along said South right-of-way line; thence Easterly 201.95 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°20'09 seconds, and a chord bearing S87°44'49"E 201.95 feet to the Point of Beginning; thence continuing Easterly 228.54 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°22'49 seconds, and a chord bearing S88°06'18"E 228.53; thence S00°24'13"E 381.59 feet parallel with the West line of said Section 14; thence N88°20'01"W 228.50; thence N00°24'13"W 382.51 feet parallel with the West line of said Section 14 to the Point of Beginning.

1410 28 West Place SW (Parcel No. 41-17-14-126-027):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 1306.56 feet along the North line of said Section 14; thence S00°24'13"E 76.47 feet to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence Easterly 150.88 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S88°25'28"E 150.88 feet to the Westerly line of 28 West Drive; thence S44°35'25"E 87.56 feet along said Westerly line; thence Southeasterly 494.24 feet along said Westerly line on a 343.50 foot radius curve to the left, the chord of which bears S43°19'06"E 452.69 feet to the East line of the West 1827 feet of said NW 1/4; thence S00°24'13"E 1.01 feet along said East line; thence N88°22'14"W 520.39 feet; thence N00°24'13"W 382.09 feet to the place of beginning. This parcel contains 2.351 acres.

Lindo Property

1345 28 West Place SW (Parcel No. 41-17-14-126-028):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 1827.00 feet along the North line of said Section 14; thence S00°24'13"E 72.57 feet along the East line of the West 1827.00 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence S00°24'13"E 50.00 feet along said East line; thence N89°35'47"E 40.00 feet; thence S00°24'13"E 120.00 feet; thence S89°35'47"W 40.00 feet; thence S00°24'13"E 132.87 feet to the Easterly line of 28 West Drive; thence Northwesterly 377.74 feet along said Easterly line on a 263.50 foot radius curve to the right, the chord of which bears N41°40'45"W 346.21 feet; thence N45°24'35"E 68.68 feet to the Southerly line of 28th Street; thence S88°44'28"E 179.21 feet along said South line to the place of beginning. This parcel contains 1.358 acres.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Road Gravel	Rison Transport LLC	\$16.00/Ton
Blast Furnace Slag	Verplank Trucking Co.	\$22.75/Ton
Gate Valves	Etna Supply Company and Michigan Pipe and Valve Grand Rapids	Bid prices as shown in the attached staff report.
Waterworks Fittings	Core and Main, LP, Etna Supply Company, Ferguson Enterprises, LLC DBA Ferguson Waterworks, and Michigan Pipe and Valve Grand Rapids	Bid prices as shown in the attached staff report.
Winter Mix Asphalt	Black Gold Holdings, A-1 Asphalt Inc., and Superior Asphalt Inc.	Bid prices as shown in the attached staff report.
Wyoming Public Library Roofing HVAC Unit Replacements	Perbolts Inc.	\$84,490.00

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

Staff Report

Date: October 30, 2024
Subject: Bid Award for Gravel and Blast Furnace Slag
From: Jodie Theis, Public Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council award the bid for road gravel at a unit price of \$16.00 per ton to the low bidder, Rison Transport LLC and blast furnace slag at a unit price of \$22.75 per ton to the low bidder, Verplank Trucking Co. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 22, 2024, the City received six bids for gravel and blast furnace slag. Sixty-three invitations to bid were sent to prospective bidders. Rison Transport LLC submitted the low bid for road gravel and Verplank Trucking Co. submitted the low bid for blast furnace slag.

The Public Works Department repairs streets damaged by weather or utility failures throughout the year. To make proper repairs, inferior and/or saturated materials must be removed from underneath the street surface. Road gravel and blast furnace slag are utilized in the repairs. The road gravel and blast furnace slag are transported to the City's Public Works facility where the material is stored for the street and utility repairs.

The Public Works Department uses approximately 2,500 tons of road gravel and 1,500 tons of blast furnace slag each year for street and utility repairs. The cost of road gravel will be \$16.00 per ton, at an estimated total cost of \$40,000.00 - an increase of 11% from last year's bid. The cost of the blast furnace slag will be \$22.75 per ton, at an estimated total cost of \$34,125.00 - an increase of <1% from last year's bid.

BUDGET IMPACT:

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000, 591-441-55700-775.000 and 591-441-56200-775.000.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR GRAVEL & BLAST FURNACE SLAG - BID # 2226
OPENED BY THE CITY CLERK ON OCTOBER 22, 2024 AT 11:00 A.M. O'CLOCK

Bidder	Road Gravel, 22-A, M.D.O.T.	Blast Furnace Slag, 22-A, M.D.O.T.	Unit of Measure
High Grade Materials Co.	\$18.50	\$28.50	per Ton
MarJo Construction Services	\$16.95	\$30.42	per Ton
Rison Transport LLC	\$16.00	\$25.00	per Ton
Stoneco of Michigan	\$16.15	No Bid	per Ton
Verplank Trucking Company	\$17.50	\$22.75	per Ton
Yellow Rose Transport	\$16.75	\$24.50	per Ton

Attachment(s):

- Contract – Rison Transport
- Contract – Verplank Trucking

CITY OF
WYOMING

**GRAVEL AND BLAST FURNACE SLAG
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

"Contractor" means:

Rison Transport LLC
[Name of supplying entity]
A MI LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
5565 Duncan LK. Rd.
[Supplier's street address]
Middleville, MI, 49333
[Supplier's city, state & zip]

Effective Date means: 10-11, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Rison Transport LLC

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

Blaine Rison operations Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10-11, 2024

CITY OF
WYOMING

**GRAVEL AND BLAST FURNACE SLAG
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

"Contractor" means: Verplank Trucking Company
[Name of supplying entity]
A Michigan, Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
705 West 2nd Street
[Supplier's street address]
Ferrysburg, Michigan 49409
[Supplier's city, state & zip]

Effective Date means: October 14, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Verplank Trucking Company

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

Nathan Gates, COO & President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: October 14, 2024

Staff Report

Date: October 30, 2024
Subject: Bid Award for Gate Valves
From: Jodie Theis, Public Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council award the bid for gate valves to both Etna Supply Company and Michigan Pipe and Valve, at the unit prices shown on the Tabulation of Bids. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 22, 2024, the City received four bids for gate valves. Sixty-seven invitations to bid were sent to prospective bidders. Michigan Pipe and Valve submitted the low bid. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to award the bid to both Michigan Pipe and Valve and Etna Supply Company. The City staff will purchase the valves based on the lowest cost and availability.

The Public Works Department replaces gate valves on water mains when they are found to be leaking or inoperable. Gate valves are used to isolate sections of watermain that are being repaired or replaced throughout the City. It is important that these valves work properly to minimize water system disruptions. Replacing leaking gate valves also reduces the amount of treated drinking water that is unintentionally released into the environment.

The Public Works Department is anticipating an estimated yearly total of \$17,000 for gate valves. The total estimated price is a decrease < 1% from last year's bid.

BUDGET IMPACT:

Sufficient funds are available in the water main maintenance account: 591-441-56200-775.000.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR GATE VALVES - BID # 2225

OPENED BY THE CITY CLERK ON OCTOBER 22, 2024 AT 11:00 A.M. O'CLOCK

Item Description	Estimated Quantity	Core and Main		Etna Supply Company		Ferguson Enterprises		Kennedy Industries		Michigan Pipe and Valve	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 825.00	\$ 9,900.00	\$ 800.00	\$ 9,600.00	\$ 892.00	\$ 10,704.00	\$1,453.00	\$ 17,436.00	\$ 785.00	\$ 9,420.00
8" (Open Right/Left)	6	\$1,317.00	\$ 7,902.00	\$1,288.00	\$ 7,728.00	\$1,409.00	\$ 8,454.00	\$2,366.33	\$ 14,197.98	\$1,263.00	\$ 7,578.00
12" (Open Right/Left)	0	\$2,569.00	\$ -	\$2,540.00	\$ -	\$2,756.00	\$ -	\$4,595.00	\$ -	\$2,500.00	\$ -
Grand Total:		\$ 17,802.00		\$ 17,328.00		\$ 19,158.00		\$ 31,633.98		\$ 16,998.00	
Brand Bid:		East Jordan Iron Works		East Jordan Iron Works		East Jordan Iron Works		Not specified		East Jordan Iron Works	
# of days for deliveries from order:		2-14 days		7-10 days		1-14 days, subject to manufacturer lead times		35-49 days		2-5 days	

Attachment(s):

Contract – Etna Supply

Contract – Michigan Pipe and Valve

CITY OF
WYOMING

GATE VALVES
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: ETNA SUPPLY
(Name of supplying entity)
A MICHIGAN LLC
(State and type of entity, e.g., corporation, limited liability company, etc.)
4401 CANY AVE SW
(Supplier's street address)
GRAND RAPIDS MI 49549
(Supplier's city, state & zip)

Effective Date means: 10/29/2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Contractor: ETNA SUPPLY LLC

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

Date signed: 10/29/2024

CITY OF
WYOMING

GATE VALVES
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Michigan Pipe and Valve Grand Rapids
(Name of supplying entity)
A Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
5500 36th St SE
(Supplier's street address)
Grand Rapids MI 49512
(Supplier's city, state & zip)

Effective Date means: _____, 202_.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

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

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Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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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: Michigan Pipe and Valve G.R.

By: _____
(Signature of contractor, director, or principal of Contractor)
Josh Offringa Sales
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: Oct 30, 2024

Staff Report

Date: October 30, 2024
Subject: Bid Award for Waterworks Fittings
From: Jodie Theis, Public Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council award the bid for waterworks fittings to Core and Main, Etna Supply Company, Ferguson Waterworks and Michigan Pipe and Valve, at the unit prices shown on the Tabulation of Bids. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 22, 2024, the City received four bids for waterworks fittings. Seventy invitations to bid were sent to prospective bidders. Ferguson Waterworks submitted the low bid. Due to supply chain issues, the emergency need of these items and manufacturing time frames, it is in the best interest of the City to award the bid to Core and Main, Etna Supply Company, Ferguson Waterworks and Michigan Pipe and Valve. The City staff will purchase the valves based on the lowest cost and availability.

The Public Works Department utilizes waterworks fittings to provide timely repairs to damaged water mains throughout the City without the removal of significant portions of the water main, extensive excavations and restoration. Water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating an estimated yearly total of \$45,000 for waterworks fittings. The total estimated price is a decrease of 5% from last year's bid.

BUDGET IMPACT:

Sufficient funds are available in the water main maintenance account: 591-441-56200-775.000.

Attachment(s):

Bid Tabulations – 10/22/24

Contract – Core and Main

Contract – Etna Supply

Contract – Ferguson Waterworks

Contract – Michigan Pipe and Valve

CITY OF WYOMING

TABULATION OF BIDS FOR WATERWORKS FITTINGS - BID # 2227

OPENED BY THE CITY CLERK ON OCTOBER 22, 2024 AT 11:00 A.M. O'CLOCK

Item Description	Est. Qty.	Core and Main				Ena Supply Company				Ferguson Waterworks				Michigan Pipe and Valve			
		Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)
SLEEVES																	
20" x 15"	2	\$2,419.71	\$4,839.42	X		\$1,870.00	\$3,740.00	X		\$2,097.73	\$4,195.46	X		\$1,442.20	\$2,884.40	X	
24" x 15"	2	\$4,017.46	\$8,034.92	X		\$3,273.00	\$6,546.00	X		\$2,880.84	\$5,761.68	X		\$1,990.80	\$3,981.60	X	
6" x 12"	10	\$359.54	\$3,595.40	X		\$254.00	\$2,540.00	X		\$234.39	\$2,343.90	X		\$137.60	\$1,376.00	X	
8" x 12"	10	\$468.04	\$4,680.40	X		\$331.00	\$3,310.00	X		\$308.00	\$3,080.00	X		\$178.60	\$1,786.00	X	
12" x 12"	6	\$970.53	\$5,823.18	X		\$766.00	\$4,596.00	X		\$603.43	\$3,620.58	X		\$359.60	\$2,157.60	X	
16" x 15"	2	\$1,894.09	\$3,788.18	X		\$1,500.00	\$3,000.00	X		\$1,304.66	\$2,609.32	X		\$901.00	\$1,802.00	X	
6" x 12" Sleeve, oversized	0	\$504.93	\$0.00	X		\$403.00	\$0.00	X		\$526.16	\$0.00	X		\$394.25	\$0.00	X	
8" x 12" Sleeve, oversized	0	\$655.32	\$0.00	X		\$512.00	\$0.00	X		\$689.31	\$0.00	X		\$501.25	\$0.00	X	
12" x 12" Sleeve, oversized	0	\$1,313.31	\$0.00	X		\$1,386.00	\$0.00	X		\$1,547.10	\$0.00	X		\$1,356.25	\$0.00	X	
16" x 15" Sleeve, oversized	0	\$3,411.79	\$0.00	X		\$3,600.00	\$0.00	X		\$3,855.93	\$0.00	X		\$3,523.10	\$0.00	X	
20" x 15" Sleeve, oversized	0	NO BID				NO BID				NO BID				NO BID			
24" x 15" Sleeve, oversized	0	NO BID				NO BID				NO BID				\$4,527.00	\$0.00	X	
CUT-IN SLEEVE																	
6"	10	\$775.06	\$7,750.60	X		\$796.00	\$7,960.00	X		\$469.64	\$4,696.40	X		\$800.40	\$8,004.00	X	
8"	5	\$1,003.29	\$5,016.45	X		\$1,030.00	\$5,150.00	X		\$623.44	\$3,117.20	X		\$1,036.00	\$5,180.00	X	
12"	5	\$1,637.35	\$8,186.75	X		\$1,681.00	\$8,405.00	X		\$952.46	\$4,762.30	X		\$1,690.80	\$8,454.00	X	
ITEMS FOR "D" VALVE BOXES																	
3 Piece "D" Valve Boxes	20	\$262.62	\$5,252.40	X		\$195.00	\$3,900.00	X		\$263.63	\$5,272.60	X		\$268.50	\$5,370.00	X	
6" Valve Box Extension	5	NO BID				\$69.00	\$345.00	X		\$58.25	\$291.25	X		NO BID			
14" Valve Box Extension	5	\$64.55	\$322.75	X		\$68.15	\$340.75	X		\$65.23	\$326.15	X		\$66.75	\$333.75	X	
18" Valve Box Extension	5	\$76.93	\$384.65	X		\$81.20	\$406.00	X		\$77.74	\$388.70	X		\$79.50	\$397.50	X	
24" Valve Box Extension	5	\$77.82	\$389.10	X		\$82.10	\$410.50	X		\$78.63	\$393.15	X		\$80.40	\$402.00	X	
Top Section	10	\$105.23	\$1,052.30	X		\$111.00	\$1,110.00	X		\$106.34	\$1,063.40	X		\$108.75	\$1,087.50	X	
Mid Section	1	\$81.35	\$81.35	X		\$85.85	\$85.85	X		\$82.21	\$82.21	X		\$84.00	\$84.00	X	
Base Section	1	\$57.48	\$57.48	X		\$60.85	\$60.85	X		\$58.09	\$58.09	X		\$59.40	\$59.40	X	
EBAA MEGALUG SERIES 1100 (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)																	
6" Megalugs Gland Kit	20	\$44.27	\$885.40	EBAA		\$43.65	\$873.00	EBAA		\$49.89	\$997.80	EBAA		\$44.60	\$892.00	EBAA	
8" Megalugs Gland Kit	20	\$60.08	\$1,201.60	EBAA		\$60.40	\$1,208.00	EBAA		\$66.62	\$1,332.40	EBAA		\$61.00	\$1,220.00	EBAA	
12" Megalugs Gland Kit	10	\$117.85	\$1,178.50	EBAA		\$116.50	\$1,165.00	EBAA		\$125.77	\$1,257.70	EBAA		\$120.40	\$1,204.00	EBAA	
16" Megalugs Gland Kit	4	\$211.82	\$847.28	EBAA		\$206.60	\$826.40	EBAA		\$211.48	\$845.92	EBAA		\$207.40	\$829.60	EBAA	
20" Megalugs Gland Kit	4	\$367.89	\$1,471.56	EBAA		\$342.35	\$1,369.40	EBAA		\$343.11	\$1,372.44	EBAA		\$348.30	\$1,393.20	EBAA	
24" Megalugs Gland Kit	4	\$499.88	\$1,999.52	EBAA		\$482.15	\$1,928.60	EBAA		\$466.22	\$1,864.88	EBAA		\$467.80	\$1,871.20	EBAA	
Total for estimated quantities:		\$66,839.19				\$59,276.35				\$49,733.53				\$50,769.75			
State number of days required for deliveries from date of receipt of orders:		2-14 Days				7-10 Days				1-14 days, subject to manufacturer lead times				2-5 Business Days			
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?		Yes				Yes				Yes				Yes			

CITY OF
WYOMING

WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Core and Main, LP

[Name of supplying entity]
A Florida Limited Partnership

[State and type of entity, e.g., corporation, limited liability company, etc.]
1219 142nd Ave

[Supplier's street address]
Wayland, MI 49348

[Supplier's city, state & zip]

Effective Date means: November, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

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Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Core and Main, LP

By: _____
Kent Vanderwood, Mayor

By: Thomas Fisher

[Signature officer, director, or principal of Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Thomas Fisher District Manager

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

Date signed: _____, 20__

Date signed: 10-21, 2024

Approved as to form:

[Signature]

CITY OF
WYOMING

WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: ETNA SUPPLY CO
[Name of supplying entity]
A MICHIGAN LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
4901 CLAY AVE SW
[Supplier's street address]
GRAND RAPIDS MI 49548
[Supplier's city, state & zip]

Effective Date means: 10/29, 2024.

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

City of Wyoming

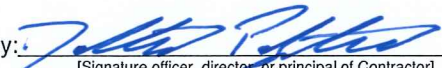
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: ETNA SUPPLY

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

Date signed: 10/29/, 2024

CITY OF
WYOMING

WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Michigan Pipe and Valve Grand Rapids
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5500 36th SE SE
[Supplier's street address]
Grand Rapids MI 49512
[Supplier's city, state & zip]

Effective Date means: _____, 202__.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

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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: Michigan Pipe and Valve GR

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

Date signed: Oct 30, 2024

Staff Report

Date: October 29, 2024
Subject: Bid Award for Winter Mix Asphalt
From: Jodie Theis, Public Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council award the bid for winter cold mix UPM asphalt to the only bidder, Black Gold Transport Inc. and the permanent winter hot mix HMA asphalt to both A-1 Asphalt Inc. at a unit price of \$125.00 per ton and Superior Asphalt Inc. at a unit price of \$140.00 per ton for the 2024-2025 winter season. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 22, 2024, the City received one bid for winter cold mix asphalt and two bids for winter hot mix asphalt. Thirty-one invitations to bid were sent to prospective bidders. As indicated on the attached bid tabulation, Black Gold Transport Inc. was the only bidder for the winter cold mix asphalt and A-1 Asphalt Inc. was the low bidder for the winter hot mix asphalt. Due to the nature of the batching plants and availability of the product, it is in the best interest of the City to award the bid for the permanent winter hot mix asphalt to both A-1 Asphalt Inc. and Superior Asphalt Inc. The City staff will purchase the asphalt based on the lowest cost and availability.

It is anticipated that the Public Works Department will use approximately 300 tons of winter cold mix UPM asphalt and approximately 300 tons of permanent winter hot mix HMA asphalt during the 2024–2025 winter season. The cost of the cold mix asphalt will be \$155.00 per ton, at an estimated total cost of \$46,500.00 and the cost of the hot mix asphalt will be \$125.00 per ton, at an estimated total cost of \$40,000.00. The unit prices have remained the same from last year's bid.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts, 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775.000, 203-441-47800-740.000, 590-441-54200-775.000, 591-441-55700-775.000 and 591-441-56200-775.000.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR WINTER MIX ASPHALT - BID # 2228
OPENED BY THE CITY CLERK ON OCTOBER 22, 2024 AT 11:00 A.M. O'CLOCK

Bidder	Winter Cold Mix Asphalt (UPM) Per Ton	Permanent Winter Hot Mix Asphalt (HMA) Per Ton
A-1 Asphalt, Inc.	No Bid	\$125.00
Black Gold Transport Inc.	\$155.00	No Bid
Superior Asphalt Inc	No Bid	\$140.00

Attachment(s):

Contract – A-1 Asphalt

Contract – Black Gold

Contract – Superior Asphalt

CITY OF
WYOMING

WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Black Gold Holdings
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4237 Dorr Commerce DR
[Supplier's street address]
Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: _____, 202_.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

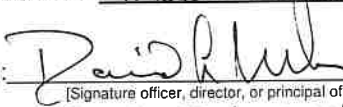
City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Contractor: Black Gold Holdings
By: 
[Signature officer, director, or principal of Contractor]
DAVID L. WILSON, P.O.M.
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10-30, 2024

CITY OF
WYOMING

**WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

"Contractor" means:

Al Asphalt Inc
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4634 Division Ave #
[Supplier's street address]
Wayland MI 49348
[Supplier's city, state & zip]

Effective Date means: 10/30 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form: [Signature]

Contractor: A-1 ASPHALT INC.

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

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

Date signed: 10-8, 2024

CITY OF
WYOMING

WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

A Superior Asphalt Inc
[Name of supplying entity]
Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
609 Bentley Ave SW
[Supplier's street address]
Okla. MI 49503
[Supplier's city, state & zip]

Effective Date means: 10/21, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming
By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. Vandenberg, City Clerk

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

Date signed: _____, 20__

Date signed: 10/21, 2024

Approved as to form: [Signature]

Staff Report

Date: November 04, 2024
Subject: Wyoming Public Library Roofing HVAC Unit Replacement
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council award the bid for Roofing HVAC Unit Replacements at the Wyoming Public Library to Peerbolt's Inc. in the amount of \$84,490.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 -Stewardship
 - Goal 1 – Improve City Infrastructure and Service Reliability.

DISCUSSION:

The two rooftop units identified for replacement are well beyond their expected lifecycle and no longer operate at optimal efficiency. These units incur frequent and costly repairs to maintain basic functionality. In FY24, three of the most underperforming units were replaced. This request is to replace the remaining two units to ensure consistent, efficient operation and reduce ongoing maintenance costs.

On Tuesday October 29, 2024, four responses were received in answer to our invitation to bid on the removal and replacement of two roof top heating and air conditioning units. Twenty-seven invitations to bid were sent to and/or downloaded by perspective bidders.

TABULATION:

Bidding Company	Bid Amount
Peerbolts Inc. Mechanical Contractors	\$84,490.00
DHE Plumbing and Mechanical	\$86,128.00
Lamphere Service Company	\$88,596.50
Franklin Holwerda Company	\$94,000.00

BUDGET IMPACT:

Funds for this project are budgeted in account number 272-265-26500-975.000

CITY OF
WYOMING

WYOMING DISTRICT LIBRARY ROOFTOP HVAC UNIT REPLACEMENT PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Peerbolt's Inc
(Name of contracting entity)
A Michigan "S" Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
400 E. Washington Ave
(Contractor's street address)
Zeeland, MI 49464
(Contractor's city, state & zip)

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

Effective Date means NOV 19, 2024

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

NONE.

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

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

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

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

City of Wyoming

Contractor: Peerbolt's Inc

By: _____
Kent Vanderwood, Mayor

By: Andy Peerbolt
(Signature of officer, director, or principal of Contractor)
Andy Peerbolt - President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: November 7, 2024

Date signed: _____, 20__

Approved as to form:

[Signature]

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A SERVICE ORDER FOR CLOUD-BASED SOFTWARE
AS A SERVICE (SAAS) STREAMLINE SYSTEM SUBSCRIPTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a Service Order for an one-time setup fee and 8-months pro-rata subscription of a cloud-based SaaS streamline system subscription from ClearGov in the total amount of \$43,896.67.
2. It is also recommended City Council accept additional 3-year subscription service in the estimated annual amount of \$48,295.00.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a Service Order from ClearGov for a SaaS streamline system subscription.
2. City Council approves the attached budget amendment.
3. City Council authorizes the City Manager to sign the Service Order.
4. City Council authorizes the City Manager to acknowledge acceptance of future renewals 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: November 18, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Service Order

Resolution No. _____

STAFF REPORT

Date: 11.13.2024
Subject: ClearGov Software Service Order
From: Patrick Waterman, Deputy City Manager
CC: John Shay, City Manager
Meeting Date: 11.18.2024

RECOMMENDATION:

It is recommended that City Council approve the attached resolution approving the ClearGov Service Order.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - Goal 1 – Strengthen community relations and Wyoming’s sense of identity
 - Objective 1
 - Task 1 - Explore new ways to communicate with the community
 - Task 4 - Explore mobile-friendly communication methods
- PILLAR 3 – STEWARDSHIP
 - Goal 1 – Strengthen and maintain the strong financial position of the city.
 - Objective 1 – Develop a long-term sustainable funding plan for the city
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services
 - Objective 3 - Revise/update and implement capital improvement plan process
 - Objective 4 - Assess citywide use of technology
 - Objective 6 - Develop and communicate value proposition for taxes paid and services received
 - Step 1 - Develop graphic and visual communication strategy to communicate to residents and community members

DISCUSSION:

As you recall, City Council was provided with a detailed presentation on the ClearGov software suite at its November 12 work session. ClearGov is a cloud-based Software as a Service (SaaS) streamlined and integrated system that will vastly improve efficiency across some of the City's most laborious ongoing tasks, such as capital and strategic planning, and financial budgeting and forecasting. The software will also greatly enhance transparency with our residents and community stakeholders by making public information more accessible and easier to understand.

The four ClearGov software suites the city is requesting to purchase are:

- ClearPlans - For inputting, tracking and reporting Strategic (and other) Plan progress
- Capital Budgeting - For requesting, prioritizing, and approving capital projects
- Operational Budgeting – For requesting, analyzing, and approving annual budgets
- Digital Budget Book – For creating, sharing and reporting budget information to the public

Attached for your review and approval is a ClearGov Service Order, which includes a cost breakdown for services and a statement of work. The Service Order was reviewed and approved by the City Attorney. As you will see, the cost for year 1 is pro-rated for the 8 months between December and July. Finally, as part of their scope, ClearGov will provide all the data migration from the city's current financial and strategic plan sources into the ClearGov platform, a significant undertaking.

BUDGET IMPACT:

Pending approval of the attached budget amendment, funds for the ClearGov SaaS are available in various departmental accounts and will be charged to the appropriate account at the time of service (see attached cost breakdown for total annual expenditure amount).

Attachments:

- ClearGov SaaS Service Order
- Budget Amendment



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Michael Lepore
Contact Phone	781-254-5044
Contact Email	mlepore@cleargov.com

Order Date	10/29/24
Order valid if signed by	Nov 29, 2024

Customer Information					
Customer	Wyoming, MI	Contact	John Shay	Billing Contact	Jod Yencahr
Address	1155 28th St SW	Title	City Manager	Title	Finance Director
City, St, Zip	Wyoming, MI 49509	Email	john.shay@wyomingmi.gov	Email	jodi.yenchar@wyomingmi.gov
Phone	616-530-7272	PO # (If any)			

The Services you will receive and the Fees for those Services are...			
Set up Services		Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 4	\$ 18,000.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 4	\$ (6,300.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME			\$ 11,700.00
Subscription Services		Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition		Tier 4	\$ 25,400.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 4	\$ 18,300.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 4	\$ 15,300.00
ClearGov BCM ClearPlans - Civic Edition		Tier 4	\$ 15,300.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 4	\$ (26,005.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 48,295.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Nov 1, 2024	Nov 1, 2024	ClearGov Setup Services
Pro-Rata	Nov 1, 2024	Jun 30, 2025	ClearGov Subscription Services
Initial	Jul 1, 2025	Jun 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Nov 1, 2024	\$ 11,700.00	One Time Setup Fee
Nov 1, 2024	\$ 32,196.67	8 Month Pro-Rata Subscription Fee
Jul 1, 2025	\$ 48,295.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Nov 29, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities


- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Wyoming, MI City Council as set forth herein. In the event that the Board does not approve this Service Order at its November 18th meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.

Customer	
Signature	
Name	John Shay
Title	City Manager


ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
---	----	--	--

Approved as to form:



 Scott G. Smith, City Attorney

CITY OF WYOMING BUDGET AMENDMENT


Date: November 18, 2024

Budget Amendment No. 019

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$43,897 of budgetary authority for implementation of ClearGov cloud-based software as a service (SaaS) and the related subscription fee.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Council - Communications - Software Services				
101-101-10300-806.000	\$ -	\$ 9,039.00	\$ -	\$ 9,039.00
Finance - Accounting - Software Services				
101-191-19100-806.000	\$ 7,251.00	\$ 34,858.00	\$ -	\$ 42,109.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 43,897.00</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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM MACQUEEN GROUP
FOR THE PURCHASE OF FIRE TURNOUT BOOTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Macqueen Group for the purchase of fire turnout boots in the amount of \$538.00 per pair.
2. It is anticipated the department will purchase 43 pairs of boots in the total estimated amount of \$23,134.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Macqueen Group for the purchase of fire turnout boots.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Sole Source Letter
Quote

Resolution No. _____

STAFF REPORT

Date: November 7, 2024
Subject: Fire Turnout Boots
From: Dennis Van Tassell, Fire Chief
CC: Kip Snyder, Deputy Public Safety Chief
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended City Council approve the fire department to purchase fire turnout boots from Macqueen Group in the amount of \$538.00 per pair.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2-SAFETY
 - GOAL1-Implement and adopt more proactive public safety initiatives.

DISCUSSION:

Fire turnout boots are an integral part of the safety equipment firefighters wear. The boots have several protective layers including fire protection and steel protection to prevent penetrating injuries to the bottom of the foot. There was no bid for these fire boots. The department has tried several different styles of boots and chose the Globe Supreme boots as the style that functions the best for our department. Macqueen Group is the sole source provider of Globe boots in the State of Michigan.

BUDGET IMPACT:

The department will utilize funds from account 205-336-33900-744.001. It is anticipated that the department will purchase 43 pair of boots in FY 25 totaling \$23,134. The department was previously awarded a State of Michigan grant that will provide \$370.00 towards 39 pair of boots, totaling \$14,430 of reimbursement towards this amount. The department will utilize \$8,704 of remaining budgeted funds from the listed account.

ATTACHMENTS:

Sole Source Provider
Quote



5/14/24

This letter is to confirm that MacQueen Group is the only authorized Globe distributor for Globe turnout gear and structural firefighting boots in Michigan.

GLOBE MANUFACTURING COMPANY is a 137-year-old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We manufacture Globe Firefighter Suits, and Globe Footwear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

MacQueen and Globe Manufacturing Company, LLC have been strong partners. By working together, we provide the high-quality service that all our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Chris Moelker

Chris Moelker
PPE Specialist



MACQUEEN™

MacQueen
350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: WYOMING FIRE DEPARTMENT
1250 36TH ST SW
WYOMING, MI 49509-2825

Invoice To: WYOMING FIRE DEPT
1250 36TH ST SW
WYOMING MI 49509

Attention: DENNIS VAN TASSELL

Branch 16 - DELAFIELD, WI		
Date 10/15/2024	Time 14:40:56 (O)	Page 1
Account No WYOMI004	Phone No 6165307250	Est No 01 028278
Ship Via BEST WAY	Purchase Order GLOBE BOOTS	
Tax ID No		
		Salesperson 330 / 345

ESTIMATE EXPIRY DATE: 11/14/2024

PARTS ESTIMATE - NOT AN INVOICE

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
1201420	SUPREME BOOTS GLOBE SUPREME 14" PULL-ON LEATHER BOOT (SPECIFY SIZE WHEN ORDERING)		1	538.00	538.00

QUOTE 028278
SHIPPING IS ADDITIONAL

PLEASE CONTACT YOUR SALES REP, STEVE SHUKSTA,
WITH ANY QUESTIONS: 616-401-4309 (CELL), OR
STEVE.SHUKSTA@MACQUEENGROUP.COM

Subtotal: 538.00

Tax: .00

TOTAL: 538.00

Authorization: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT
FOR TEN FLOCK SAFETY CAMERAS

WHEREAS:

1. On October 2, 2023, City Council approved the purchase and maintenance agreement of Flock Safety license plate and vehicle recognition cameras.
2. As detailed in the attached staff report, Flock Safety has provided the City with an agreement to provide maintenance for an additional year in the total amount of \$30,000.00.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an maintenance agreement from Flock Safety.
2. City Council authorizes the City Manager to sign the agreement.
3. City Council approves the attached budget amendment.
4. City Council authorizes the City Manager to acknowledge acceptance of future renewals 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: November 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement
Budget Amendment

Resolution No. _____

STAFF REPORT

Date: October 23, 2024
Subject: Flock Safety License Plate Reader Cameras – Contract Renewal
From: Captain Eric Wiler
CC: Chief Kimberly Koster
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended the City Council approve the renewal of a one-year contract with Flock Group, Inc. for the continued use of ten (10) Flock Safety license plate and vehicle recognition cameras that have been operated by the Department of Public Safety since 2023.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
 - Goal 1 – Implement and adopt more proactive public safety initiatives
- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

City Council approved the purchase and one-year contract of ten (10) Flock Safety license plate and vehicle recognition cameras on October 2nd, 2023, under resolution 27870. That contract is set to expire in November of 2024 and the Police Department is requesting approval of a \$30,000 contract renewal to maintain the cameras we currently have in place.

Quickly obtaining leads in any criminal investigation increases the probability of identifying suspects and solving the case. By utilizing stationary license plate and vehicle recognition cameras from Flock Safety, the City of Wyoming has been able to enhance our efforts to reduce violent crime and increase safety for our community. The cameras have been invaluable tools that have aided in the identification and apprehension of over 75 suspects in crimes such as stolen vehicles, armed robberies, homicides, and felonious assaults, as well as locating two missing persons. They have

also aided in the recovery of over 50 stolen vehicles. As the camera system only records the exterior of the vehicle and the license plate, it provides objective, unbiased evidence to investigators. The Flock Safety license plate and vehicle recognition cameras require no infrastructure as the cameras use LTE and solar power.

During the contract period, Flock Safety will provide any required maintenance on the cameras and will provide upgrades to the cameras as they make technological advancements.

BUDGET IMPACT:

The cost for renewing the one-year contract is \$30,000.00. Monies are budgeted for this purpose and are available in accounts 265-301-31500-806.000.

Attachment(s):
Flock Group, Inc. Contract

Flock Safety + MI - Wyoming PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Matthew Drab
matthew.drab@flocksafety.com
+13124043085



EXHIBIT A
ORDER FORM

Customer: MI - Wyoming PD
 Legal Entity Name: MI - Wyoming PD
 Accounts Payable Email:

Address: 1155 28th St Sw Wyoming, Michigan 49509

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™ - -	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$30,000.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$30,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$30,000.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$30,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MI - Wyoming PD

By: Signed by:
Mark Smith
AC5C931454C24F3...

By: _____

Name: Mark Smith

Name: John Shay

Title: General Counsel


Title: _____

Date: 10/24/2024

Date: _____

PO Number: _____

Approved as to form:



Scott G. Smith, City Attorney

CITY OF WYOMING BUDGET AMENDMENT

Date: November 18, 2024

Budget Amendment No. 020

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$35,800 of budgetary authority to provide the necessary funds to purchase additional Flock cameras and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
State Grants Auto Theft Prevention Authority				
205-543.000	\$ 85,000.00	\$ 35,800.00	\$ -	\$ 120,800.00
Police - Patrol - Software Services				
205-301-31500-806.000	\$ 91,700.00	\$ 35,800.00	\$ -	\$ 127,500.00
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: Jodi Yenchar
Finance Director

John Sn
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 PROPOSALS AND AN AMENDMENT FOR
THE CITY HALL SECOND FLOOR INTERIOR RENOVATIONS PROJECT

WHEREAS:

1. On April 15, 2024, City Council approved Resolution number 28032 for the City Hall first floor interior renovations project.
2. As detailed in the attached staff report, proposals and an amendment have been received for the City Hall second floor interior renovations project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts proposals for the below listed items.

Item	Proposer	Estimated Amount
Furniture Procurement, Installation, and Removal	Kentwood Office Furniture, Inc.	\$227,573.31
Demolition and Construction Work	Vander Kodde Construction Co.	\$120,765.00
Electrical and Data Work	Feyen Zylstra LLC	\$24,050.00

2. City Council accepts an amendment from Optimal Home Services LLC for building finish upgrades in the total estimated amount of \$47,216.14.
3. City Council authorizes an overall project contingency of \$50,000.00.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
5. City Council authorizes the City Manager to sign the contracts.
6. City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contracts

Amendment

Resolution No. _____

Staff Report

Date: November 5, 2024
Subject: Second Floor Interior Renovations Project
From: Aaron Vis, Deputy Director of Public Works
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended that the City Council approve the following items and authorize the City Manager to enter into contracts with the following entities for work related to the interior renovation project for the second floor of City Hall:

- A Furniture Procurement contract that was previously awarded to the low bidder, Kentwood Office Furniture, authorizing an amount of \$227,573.31 to provide new furniture, remove the old furniture, and install the new furniture.
- Amend the Building Finish Upgrade contract that was previously awarded to the low bidder, Optimal Home Service LLC, authorizing an amount of \$47,216.14 to paint and install carpet.
- Accept a proposal from Vander Kodde Construction Co., Inc. in an amount of \$120,765.00 to perform demolition and construction work.
- Accept the lowest proposal from Feyen Zylstra in an amount of \$24,050.00 to perform electrical and data work.
- Authorize an overall project contingency of \$50,000.00, which is approximately 12% of the project costs of \$419,604.45.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services
 - Goal 3 – Improve City infrastructure and service reliability
 - Goal 4 – Attract, train, and retain a talented workforce

DISCUSSION:

On April 15, 2024, the City Council, via resolution 28032, approved furniture, carpet, paint, demolition and construction work for both the east and west sides of the first floor of City Hall. Because the furniture, paint and carpet pricing obtained was significantly less than was both budgeted and expected, City Council requested that staff perform second floor improvements

within the fiscal year 2025 if the vendors could maintain their pricing structure. At that time, both the furniture and carpet/paint contractors committed to maintaining their pricing if contracts were awarded by the end of the calendar year.

Since June, facilities staff have worked with The Architectural Group (TAG) to redesign portions of the second floor that provided more security and privacy. As noted on the attached images, these improvements consist of:

- Modifying the second-floor entry area to include a reception desk that has more visibility and is protected with glass, eliminating the current double-doors, and installing two card-access only doors that restrict access to the entire second floor.
- Constructing new, full-wall offices for Human Resources staff in the area that is currently a conference room.
- Turning the existing mayor's office into a larger conference room. The mayor's office will be relocated to a smaller office near the second-floor reception area.
- Turning the cubicle space currently occupied by Human Resources Specialists into a conference room.
- Constructing an office in the Finance Department for the Deputy Finance Director.

The essence of this work improves the security of second floor; provides a safer, more visible reception area; provides additional conference room space (addition of 1 conference room); and includes full-wall, private offices for all Human Resources staff so they can have confidential conversations and work privately.

Estimates for the second-floor furniture, paint and carpet work were obtained from Kentwood Office Furniture and Optimal Home Service LLC, using the same unit pricing as was bid for the first floor work. Kentwood Office Furniture's proposal to provide and install new and remove the old furniture totals \$227,573.31 (\$219,723.31 to provide and install new furniture, and \$7,850 to remove and dispose old furniture). Optimal Home Service LLC's quotation to provide and install the same carpet and paint as was done for the first floor is \$47,216.14.

Two quotations were received from local contractors to perform the construction improvements. JWK Construction provided an estimate of \$106,716, and Vander Kodde Construction Co., Inc. (Vander Kodde) provided an estimate of \$120,765. After discussing construction schedules and timing with each contractor, Vander Kodde was able to start earlier and complete the project much sooner than JWK Construction. This shorter schedule means that second floor staff are displaced and working in other areas of the City, City Hall or from home for much less time, which is preferred. Vander Kodde has also successfully completed multiple projects on time for the City, including the renovations on the first floor of City Hall and several projects at the Clean Water Plant. Therefore, staff are recommending accepting the quotation from Vander Kodde.

Two quotations were received to perform data and electrical work associated with the second floor improvements. Feyen Zylstra provide the low quotation of \$24,050, and Terbeek and Scott Electric Company provided a quotation of \$37,995. Staff are recommending accepting the low quotation from Feyen Zylstra.

Together, the construction, electrical, furniture, carpet and paint work for the second-floor improvements is estimated to cost \$419,604.45, plus an approximate 12% overall project contingency of \$50,000.00, for a total estimated cost of \$469,604.45.

As mentioned earlier this year, the entire City Hall renovations were originally budgeted to occur over a 3-year period and at a total cost of \$1.5M (\$500,000 for the first floor, east side; \$500,000 for the first floor, west side; and \$500,000 for the second floor). However, due to the excellent pricing obtained, the entire first floor work was able to be completed for less than the \$685,000 amount that was approved at the April 15, 2024 Council meeting. This second-floor work, including contingencies, is estimated to cost approximately \$469,604.45. Therefore the entire City Hall renovations project is expected to cost less than \$1.2M, approximately \$300,000 less than was originally anticipated and be completed a year earlier than expected.

In lieu of a general contractor and as a cost-saving measure, facilities staff will perform general construction oversight for this second-floor project. This oversight typically costs between 10% and 15% of the overall project cost, saving the City approximately \$55,000 for this final phase of the renovations project. It should also be noted that facilities staff provided general construction oversight of the recently completed first floor work, saving approximately \$80,000 for that phase of the renovations project.

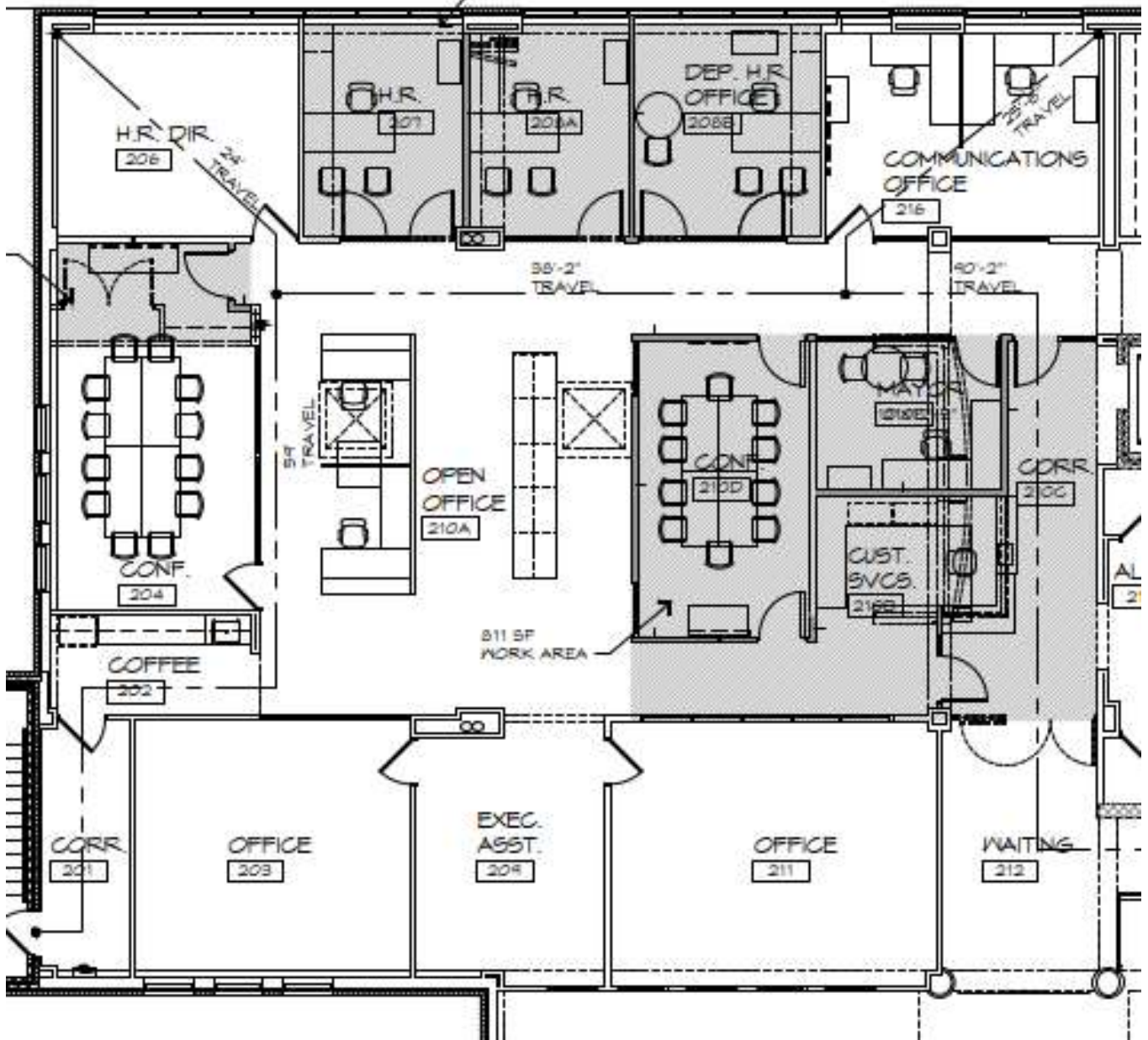
BUDGET IMPACT:

On September 16, 2024, the City Council via Resolution 28174 approved the use of unspent ARPA funds remaining from the fire station renovation projects for this City Hall work. The fire station projects will be closed out soon and it is expected that approximately \$150,000 will be available for this City Hall work. Between this amount in the Federal Grants Fund and what exists in the Capital Projects Revolving Fund, sufficient funds exist for this work.

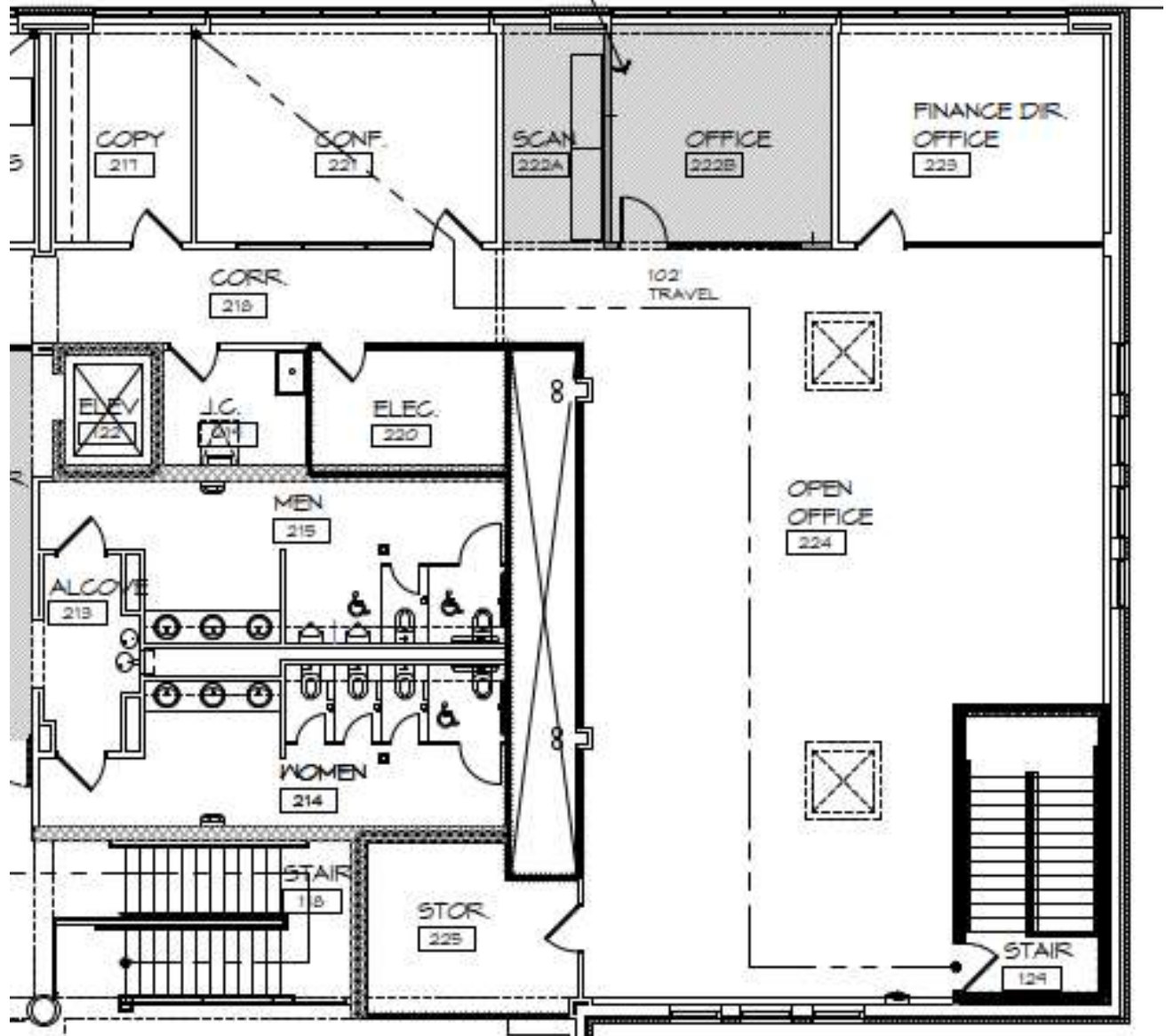
Attachments:

Contracts

Second floor, west side. Renovated areas shaded.



Second floor, east side. Renovated area shaded.



CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: Kentwood Office Furniture, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3063 Breton Rd SE
[Contractor's street address]
Grand Rapids, MI 49512
[Contractor's city, state & zip]

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

Effective Date means: November 19, 2024.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the 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. The quoted price may change due to deviations from the list of items included with the Proposal that are approved by the City Manager, Director of the affected department, and Deputy Public Works Director, provided the total cost remains within the amount budgeted for this project.
6. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Kentwood Office Furniture, Inc.

By: _____
(Signature officer, director, or principal of Contractor)
Ashley Lewis Director of Sales

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

Date signed: 11/8, 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-11/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

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

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

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.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**


kentwoodoffice.com

PROPOSAL

Phase 3 - 2nd floor

IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
AA				
	1	NOTE NOTE CUSTOMERINFO CITY OF WYOMING CITY HALL CIT115 KOF GR 1155 28th St SW, Wyoming, MI 49509 Troy Rinks 616-292-8977 troy.rinks@wyomingmi.gov	\$0.00	\$0.00
			AA Subtotal	\$0.00

Finance 166

	1	HON HND HWR3054P Systems Rectangular Worksurface Edgeband 30D x 54W Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Grade 1 Laminate .LWFE Field Elm Select Edgeband Color .FE Field Elm Select Grommet Color .DW Designer White 15051	\$116.89	\$116.89
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	1	HON HND HWR3060P Systems Rectangular Worksurface Edgeband 30D x 60W Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Grade 1 Laminate .LWFE Field Elm Select Edgeband Color .FE Field Elm Select Grommet Color .DW Designer White 15051	\$129.69	\$129.69
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	2	HON HCL HSDEP3029F 30"D End-Panel Supports: Freestanding Select Paint Color \$(P1) P1 Paint Opts Select Grade 1 Paint .PJW Designer White	\$55.34	\$110.68
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IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
			P3 Workstations 182 Subtotal	\$7,514.67

Z-DI

1	HUM	HUM	HUM-FREIGHT Humanscale Freight	\$238.73	\$238.73
1	KOF	1IT	GSF General Service Fee	\$3,870.11	\$3,870.11
1	KOF	1IT	DEL-INST Delivery/Installation - City Mgr/HR/Comm Quote 8831, 80	\$25,384.62	\$25,384.62
1	KOF	1IT	DEL-INST Delivery/Installation - Finance Quote 8832, 60	\$17,692.31	\$17,692.31
				Z-DI Subtotal	\$47,185.77

ZZ

1	NOTE	NOTE	DS-KOFGR Direct Ship to:	\$0.00	\$0.00
	Company	Kentwood Office Furniture			
	Address	3063 Breton Rd SE; Grand Rapids, MI 49512			
	Attn	Receiving			
	Phone	616.957.2320			
				ZZ Subtotal	\$0.00

Subtotal \$219,723.31

GRAND TOTAL \$219,723.31

TERMS & CONDITIONS

Delivery & Installation:

1. The job site shall be clean, clear and free of debris (including electronic and communication equipment) prior to installation.
2. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided without charge to the seller. Delivery up steps, downstairs, or into areas requiring disassembly of product will require additional delivery fees.
3. Delivery will be made during normal business hours. Additional delivery costs resulting from union labor or overtime work performed at the buyer's request will be paid by the buyer.
4. Safe and adequate storage space will be provided by the buyer. If the merchandise must be moved, the extra cost of such moving will be reimbursed by the buyer. Seller provided storage and the related product will be billed after 30 days of scheduled delivery and shall be paid by the buyer in accordance with invoice terms.
5. After transfer of property, any loss or damage shall be the responsibility of the buyer, and the buyer agrees to hold the seller harmless from loss. All damages and shortages must be reported on seller's shipping document at delivery.
6. Installation services will be performed at a time mutually agreed upon by buyer and seller.
7. Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational disease insurance are carried by the seller and certificates will be delivered upon request. Risk of loss passes to buyer upon delivery.
8. Delivery dates stated are our best estimates based on available information. We cannot guarantee exact dates. We will make every effort to deliver orders on time and complete but reserve the right to deliver merchandise in installments if necessitated by the size of the order or manufacturer scheduling.
9. You are responsible for any damage to merchandise or vehicles occurring when merchandise is picked up by you.

Cancellation:

When cancellation of the Sales Agreement is allowed, the buyer will pay seller a 50% restocking charge or resulting additional charges from the manufacturer.

Claims:

The buyer accepts responsibility for filing transportation damage claims on any direct shipments.

Warranty:

Kentwood Office Furniture warrants that its goods are made in a workmanlike manner and in accordance with the specifications supplied or agreed to by buyer and are made or packaged pursuant to Kentwood Office Furniture's customary manufacturing procedures. The manufacturers of goods sold by Kentwood Office Furniture provide various warranties concerning those goods. The warranty is directly between the manufacturer and the buyer. KENTWOOD OFFICE FURNITURE MAKES NO ADDITIONAL WARRANTY CONCERNING GOODS MANUFACTURED BY OTHERS. ALL OTHER WARRRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Payments:

Acceptance of delivery constitutes acceptance of the merchandise as delivered.

1. A deposit of 50% is required with all orders. The balance will be invoiced after delivery with approved credit.
2. The buyer agrees to pay each invoice within 30 days of invoice date.
3. No payment shall be withheld on any invoice because of partial delivery of the entire order.
4. The buyer agrees to pay a finance charge of 1 and ½% per month (18% annually) on all delinquent invoices. Additionally, if seller incurs attorney fees or other costs of collection as a result of the failure of the buyer to pay the balance owed on its account when due, the buyer will be responsible for all costs and actual attorney fees incurred by seller in the collecting the account.
5. Seller retains and the customer hereby grants to seller a security interest in the products to secure the payment of purchase price. The product shall remain personal property regardless of being affixed to any real property. If the customer defaults in the payment of the purchase price when due, seller shall have all rights and remedies granted under the law.
6. Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and service referred to on this order shall be paid by buyer.

Signature: _____ Date: _____ PO #: _____

Approved By: _____ Title: _____

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 \City Of Wyoming\City Hall Interior Remodel Project 23151\PHASE 3\City of Wyoming City Hall Phase 3
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kentwoodoffice.com

PROPOSAL

Phase 3 DEMO

IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
AA				
	1	NOTE NOTE CIT115	\$0.00	\$0.00
		City of Wyoming ATTN: DEMO PHASE 3		
		Account Number	cit115	
		Product Delivery Address	1155 - 28th Street SW	
		Installation Address	Wyoming, MI 49508	
		Contact	Troy Rinks	
		Contact Phone	616-292-8977 616-	
		Contact Email	troy.rinks@wyomingmi.gov	
		REF PO# 2024-00000537	2024-00000537	
			AA Subtotal	\$0.00

Assessor

	1	KOF 1IT INSTALLATION	\$3,750.00	\$3,750.00
		Demo Phase 3. Finance Side		
		8692DB	50	
			Assessor Subtotal	\$3,750.00

Treasury

	1	KOF 1IT INSTALLATION	\$4,000.00	\$4,000.00
		Demo Phase 3. City Mgr/HR/Comm Side		
		8692DB	50	
			Treasury Subtotal	\$4,000.00

zz-d

	1	KOF 1IT DELIVERY	\$100.00	\$100.00
		truck, tools & equipment.		

IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
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zz-d Subtotal	\$100.00
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Subtotal	\$7,850.00
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GRAND TOTAL	\$7,850.00
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TERMS & CONDITIONS

Delivery & Installation:

1. The job site shall be clean, clear and free of debris (including electronic and communication equipment) prior to installation.
2. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided without charge to the seller. Delivery up steps, downstairs, or into areas requiring disassembly of product will require additional delivery fees.
3. Delivery will be made during normal business hours. Additional delivery costs resulting from union labor or overtime work performed at the buyer's request will be paid by the buyer.
4. Safe and adequate storage space will be provided by the buyer. If the merchandise must be moved, the extra cost of such moving will be reimbursed by the buyer. Seller provided storage and the related product will be billed after 30 days of scheduled delivery and shall be paid by the buyer in accordance with invoice terms.
5. After transfer of property, any loss or damage shall be the responsibility of the buyer, and the buyer agrees to hold the seller harmless from loss. All damages and shortages must be reported on seller's shipping document at delivery.
6. Installation services will be performed at a time mutually agreed upon by buyer and seller.
7. Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational disease insurance are carried by the seller and certificates will be delivered upon request. Risk of loss passes to buyer upon delivery.
8. Delivery dates stated are our best estimates based on available information. We cannot guarantee exact dates. We will make every effort to deliver orders on time and complete but reserve the right to deliver merchandise in installments if necessitated by the size of the order or manufacturer scheduling.
9. You are responsible for any damage to merchandise or vehicles occurring when merchandise is picked up by you.

Cancellation:

When cancellation of the Sales Agreement is allowed, the buyer will pay seller a 50% restocking charge or resulting additional charges from the manufacturer.

Claims:

The buyer accepts responsibility for filing transportation damage claims on any direct shipments.

Warranty:

Kentwood Office Furniture warrants that its goods are made in a workmanlike manner and in accordance with the specifications supplied or agreed to by buyer and are made or packaged pursuant to Kentwood Office Furniture's customary manufacturing procedures. The manufacturers of goods sold by Kentwood Office Furniture provide various warranties concerning those goods. The warranty is directly between the manufacturer and the buyer. **KENTWOOD OFFICE FURNITURE MAKES NO ADDITIONAL WARRANTY CONCERNING GOODS MANUFACTURED BY OTHERS. ALL OTHER WARRRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.**

Payments:

Acceptance of delivery constitutes acceptance of the merchandise as delivered.

1. A deposit of 50% is required with all orders. The balance will be invoiced after delivery with approved credit.
2. The buyer agrees to pay each invoice within 30 days of invoice date.
3. No payment shall be withheld on any invoice because of partial delivery of the entire order.
4. The buyer agrees to pay a finance charge of 1 and 1/2% per month (18% annually) on all delinquent invoices. Additionally, if seller incurs attorney fees or other costs of collection as a result of the failure of the buyer to pay the balance owed on its account when due, the buyer will be responsible for all costs and actual attorney fees incurred by seller in the collecting the account.
5. Seller retains and the customer hereby grants to seller a security interest in the products to secure the payment of purchase price. The product shall remain personal property regardless of being affixed to any real property. If the customer defaults in the payment of the purchase price when due, seller shall have all rights and remedies granted under the law.
6. Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and service referred to on this order shall be paid by buyer.

Signature: _____ **Date:** _____ **PO #:** _____

Approved By: _____ **Title:** _____

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CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: Vander Kodde Construction Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
441 44th St SW
[Contractor's street address]
Grand Rapids, MI 49548
[Contractor's city, state & zip]

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

Effective Date means: November 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

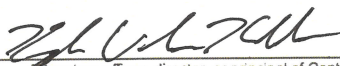
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming


Vander Kodde Construction Company

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Contractor]
Kyle Vander Kodde - President
[Type/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 11/24, 2024

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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

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.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

August 26, 2024

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

Attn: **Troy Rinks**

RE: **PROPOSAL FOR THE SECOND FLOOR CITY HALL INTERIOR RENOVATION PROJECT**

Thank you for the opportunity to quote this project, please see below for scope and pricing.

General Conditions

- Supervision and management
- Dumpsters
- Temporary protections
- Daily clean up

Demolition

- Remove and dispose of partitions, cabinets, doors, and ceilings per sheet A2 and demolition notes on the drawings.

Casework/Carpentry

- Furnish and install plastic laminate stationary reception wall with level 1 bullet resistant fiber reinforced panels.
- Furnish and install solid surface ledge and face panels.
- Furnish and install fry reglet trim.
- Furnish and install two (2) 4'x8' marker boards.
- Install backing for casework, marker boards, and tv's.

Openings

- Furnish and install eight (8) plain sliced red oak, prefinished, factory glazed wood doors.
- Furnish and install the following hardware.
 - 8 – sets of 5BB1 4.5 x 4.5 652 hinges
 - 2 – L9010 06N 626 passage sets
 - 4 – L9050 06N 262 office locks
 - 2 - L9080 06N 626 storeroom locks
 - 2 – 4040XP RW/PA 689 closers
 - 8 – WS406/407 630 wall stops
- Furnish and install aluminum door frames and sidelites at the following locations.
 - Rm 207
 - Rm 208A
 - Rm 208B
 - Rm 222B
 - Rm 210E
 - Rm 218
 - Rm 201C
- Furnish and install ¼" clear tempered glass in narrow lite doors at Rooms 206, 210D-A, and 210D-B.

- Furnish and install 3/8" clear laminated glass with polished edges set in clear anodized aluminum framing.
 - Includes speak hole covers and deal trays.

LPDA

- Install 3 5/8" metal stud framing and drywall with 3.5" sound insulation
- Drywall finished to a standard level 4
- Drop ceilings per plan.
- Install temp plastic at open Office 224 side in front of Scan 222A and Office 22B
- Install new partition walls to underside of existing acoustical ceilings.
- Drywall patch/repair at demo'd partition wall scars, underside of existing drywall bulkheads at H.R. 207 and 208A, removed existing curtain track and removed storefront at room 212, and removed cabinetry at rooms 207 and 208A.
- Install new ACT 2x2x1 USG marks high MRC #88139 white FLB acoustical ceiling tile at Conference Room 204 and 210D
- Install new 2x2x9/16 fine line white acoustical ceiling grid at corridor 201C, Mayor 210E, and Customer Service 210B (Tie in).
- New bulkhead between Customer Service 210B and Corridor 201C above millwork knee wall.
- Existing acoustical ceiling patch/repair not included. If required, we will provide additional pricing upon completion of base bid work.
- 15/16" mud on wall angle at new partition walls.

Total Project Cost: \$120,765

Alternate 1: Replace wood panels in existing offices with 1/4" tempered glass.

ADD: \$6,800

Alternate 2: Customer service glass to be tempered in lieu of laminated annealed.

ADD: \$640

Qualifications

- Plastic laminated priced as Wilsonart standard colors and finishes
- Solid surface priced as Wilsonart standard colors and finishes
- Price is good for 30 days
- Drywall work to commence after Aluminum storefronts are installed. If we must do this out of sequence to meet a deadline, additional charges will apply.
- Assumes all walls to be removed are non load bearing, additional charges will apply if these walls are determined to be load bearing.

Exclusions

- Temp Shoring
- Security system, rough-ins, outlets, or wiring
- Fire protection, electrical, mechanical
- Building permit fees
- Patching of exterior walls
- Painting
- Flooring

- Unforeseen conditions
- Permit fees
- Bond Fees
- TV installation
- Any work unless specifically called out above.

Thanks again for the opportunity!

Submitted by,



Kyle Vander Kodde | VANDER KODDE CONSTRUCTION
616-901-0560 | kyle@vanderkodarconstruction.com

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: Feyen-Zylstra, LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
2396 Hillside Dr NW
[Contractor's street address]
Grand Rapids, MI 49544
[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: November 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

Feyen Sylstra, LLC Proposal Terms and Conditions do not apply to this contract.

[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

Feyen-Zylstra, LLC

By: _____
John Shay, City Manager

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

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

Date signed: _____, 20__

Date signed: 11/09, 2024

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). 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.

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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 or bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



September 27, 2024

Troy Rinks
City of Wyoming
P. O. Box 905
Wyoming, MI 49509

RE: City Hall Second Floor Renovation Cabling and Electrical

Dear Troy,

Feyen Zylstra is pleased to submit for your review and consideration the following proposal for your specific electrical requirements. The proposal being offered is based upon the information supplied to us by you at the time of your request. Any changes to the information after this proposal was developed may require additional proposals or revisions.

Cat.6 Cabling Scope of Work

Provide and Install **(1)** Cat.6 48 Port Patch Panel into existing rack in 2nd Floor IDF.

Provide, Install, Terminate and Test up to **(35)** Yellow Cat.6 Plenum cables from 2nd floor IDF out to new locations.

Provide labor to relocate up to **(17)** existing cables from present locations to new locations. **(New Cat.6 jacks and faceplates will also be provided for these cables)**

Quoted Amount - \$13,785.00

Electrical Scope of Work

Cut in **(1)** floor box in the Old Mayors office, run feed from second floor electrical room through the floor and run above the ceiling on the first floor, to floor box.

Provide and install TV outlets **(1)** in 7 rooms.

Move the power from **(4)** floor boxes in the east side of the building on the second floor to the wall.

Add outlets to the wall for the new wall for the mayor's office and the new wall for the printer room.

Run power feed from the electrical room on the second floor to the **(2)** new power poles that will be provided by the office furniture supplier.

Quoted Amount - \$10,265.00

Qualifications:

- * Work will be performed during normal business hours, M-F between 7:00am and 3:30pm.
- * Price is based on the area to be free and clear to access the work.
- * Price includes an electrical permit.
- * Furnish all labor, tools, equipment and materials to complete the project.
- * This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started



Prices

Unless otherwise specified elsewhere in this proposal, the prices quoted shall remain in effect for **15 days** after the date of this proposal.

Extra Work

We reserve the right to charge for additional costs if installation is interrupted due to circumstances we are not responsible for. This quote is based on installation, commissioning, and acceptance testing to occur in a continuous manner with no substantial interruptions that could cause us to leave the job site and return at a later date.

T&M Rates

Should additional assistance be requested by your company for T&M installation services, such service would be charged at current service rates. Hourly service rates are based on a standard eight (8) hour day Monday through Friday. Services provided outside the standard work day will be charged at one and one-half times the straight time rate, except Sundays and holidays, in which case the services will be charged at two times the base rate.

Thank you for the opportunity to quote this project. We look forward to working with you. If I can be of further assistance, please contact me.

Your and Our Acceptance:

Unless otherwise specified elsewhere in this proposal, this proposal shall remain in effect for **15 days**. After **15 days**, this proposal is subject to change.

This proposal is contingent upon the customer's acceptance of Feyen Zylstra's Terms & Conditions, which are incorporated by reference, even if the Terms & Conditions are not attached. If the Terms & Conditions are not attached, please contact the FZ representative below. The proposal also incorporates the terms and conditions of Feyen Zylstra's vendors and suppliers and may be limited by their terms, including but not limited to vendor and supplier payment terms, transfer of title, warranty, intellectual property, customs, tariffs, and taxes. Feyen Zylstra may revise and/or withdraw our Proposal, in part or in full, if Feyen Zylstra and the customer do not agree upon terms.

The price quoted in this proposal is subject to change during the period between the date of this proposal and its execution to avoid price escalation during that period through no fault of Feyen Zylstra. Should material costs deviate from the details set out herein, the price of this proposal shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Feyen Zylstra will provide notice of the changes in its pricing in advance of contract execution. Where delivery is delayed in materials or equipment as a result of a shortage or unavailability during the period between the date of this proposal and its execution through no fault of Feyen Zylstra, the contract price shall be equitably adjusted with Feyen Zylstra having no liability for resultant delays.

This proposal is explicitly subject to change (including but not limited to increased cost and delays) as a result of coronavirus/COVID-19, floods, weather, and other events out of Feyen Zylstra's control and resulting price escalations, delays in manufacturing and/or delivery of materials and equipment, labor shortages and negative labor fluctuations. Feyen Zylstra expressly reserves the right to withdraw this proposal in the event of a shelter in place order or any directive from any authority having jurisdiction that the work is suspended, delayed, prohibited, canceled or shut down.

Feyen Zylstra will commence work after the customer's acceptance as evidenced by the signature of the customer's authorized representative. No person has authority to make any claim, representation, promise or condition on either party's behalf that is not documented within this agreement and its Terms & Conditions.

Date

Client Name (please print)

Client Authorized Signature

9/27/24

Date

Terry Finch

Feyen Zylstra LLC Representative

Terry Finch

Feyen Zylstra LLC Authorized Signature



FEYEN ZYLSTRA, LLC PROPOSAL TERMS AND CONDITIONS

The Proposal of Feyen Zylstra, LLC (FZ) for the goods and services (collectively, the Work) is subject to these Terms and Conditions:

- 1. Agreement.** The Proposal and Terms & Conditions (collectively, Agreement) form a contract. FZ rejects any Customer document, including a purchase order or confirming order that adds to, varies, conflicts with, or alters the Agreement. If there is any conflict between the terms of the Agreement and a Customer document, the Agreement shall control. FZ will furnish its work on the condition that any term or condition in Customer's order does not modify this Agreement.
- 2. Price Adjustment.** For any increase in the cost of materials, equipment, or transportation after the Proposal Date exceeding 3%, the Project Investment Price (Price) shall be equitably adjusted by such increase to account for such increase. Notwithstanding the foregoing, FZ shall have the right to correct any typographical or clerical errors.
- 3. Taxes.** Unless otherwise agreed by FZ in writing, the amount of any tax on goods shall be added to the amount payable by Customer and remain Customer's sole responsibility.
- 4. Payment.** If invoicing terms are not specified in the Proposal, FZ may invoice Customer weekly. Customer shall pay all invoices within 30 days of invoice date. Amounts unpaid after 30 days shall accrue interest at a rate of 1.5% per month. If a dispute arises about an invoice, Customer shall pay the undisputed portion per these payment terms. FZ shall have the right to stop work for nonpayment.
- 5. Extras & Changes.** The parties shall agree upon any change in the scope of Work in writing. FZ is not obligated to perform any additional or changed Work until the parties have agreed in writing upon the effect of such change on the time to perform and an adjustment to the Price. Irrespective of whether the parties have agreed on time or Price adjustments, where Customer provides written authorization to FZ to proceed with such Work, Customer shall pay all costs associated with such Work, as reasonably documented by FZ, plus a fee of the cost of such Work as mutually agreed by both Parties or as identified in the Proposal.
- 6. Performance Time.** FZ shall perform the Work promptly and with diligence. The Price is based upon FZ's uninterrupted performance of the Work. If FZ's Work is impacted by the actions or inactions of Customer or Customer's other contractors, by changes in the Work, by Unknown Conditions, or by Force Majeure, the time to perform the Work shall be extended and FZ shall be entitled to an equitable adjustment in the Price.
- 7. Insurance.** Before starting Work, FZ shall provide Customer a Certificate of Insurance showing proof of insurance and naming Customer as an Additional Insured on the Commercial General Liability (CGL) Insurance policy. FZ's insurance shall include: a) CGL Insurance with a combined single limit for bodily injury and property damage of \$1,000,000; b) Professional Liability Insurance for errors and omissions in professional services with limits of \$5,000,000; c) Business Auto Insurance with limits of \$1,000,000; and (d) Statutory Worker's Compensation and Employers Liability Insurance. Customer and FZ waive all rights against each other for losses or damages to the extent covered by any insurance. FZ and Customer's insurance policies shall provide such waivers of subrogation by endorsement or otherwise.
- 8. Non-Solicitation.** During FZ's performance of the Work and for a period of one year after FZ completes the Work or this Agreement terminates (whichever period is longer), Customer and its partners, agents, members, officers, directors, consultants, and affiliated companies shall not directly or indirectly solicit for employment any employee of FZ.
- 9. Confidentiality.** In connection with this Agreement, one party (Receiving Party) may have access to information that the other party (Disclosing Party) treats as confidential and proprietary, including, without limitation, information about trade secrets, products, vendors, operations, finances, employees, information systems, and the terms of this Agreement (collectively, Confidential Proprietary Information or CPI). As to Disclosing Party's CPI, the Receiving Party shall: (a) hold the CPI in confidence using the same degree of care that it uses to protect its own CPI (but in no event less than a reasonable degree of care); (b) use the CPI solely in connection with performing this Agreement or, in the case of Customer, in connection with its use of the Work or Deliverables; and (c) not disclose the CPI to any employee or other third party except to those employees who have a need to know the CPI to perform their obligations under this Agreement or, in the case of Customer, in connection with its use of the Work or Deliverables. Confidential Proprietary Information shall not include information that: (i) is or becomes part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession before the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third-party without restriction on disclosure; or (iv) is independently developed by the Receiving Party without the use of any of the Disclosing Party's CPI. It is not a violation of this provision for a party to disclose CPI pursuant to legal process, provided that Receiving Party promptly provides notice of such process to the Disclosing Party so that Disclosing Party may have reasonable opportunity to intercede in such process. The provisions of this Section survive the completion or termination of this Agreement. Notwithstanding the foregoing, FZ shall have the right to build case studies based on Work performed under this Agreement and use materials from case studies for marketing purposes. FZ shall have the right to describe and demonstrate Work performed under this Agreement to prospective Customers and use those materials for sales and other promotional purposes. FZ shall respect Customer's CPI as defined above. Customer may review and request in writing that FZ edit or remove material used in any case study or demonstrated to a specific industry or prospective Customer.
- 10. Intellectual Property.** Unless otherwise agreed upon in writing, the parties' respective rights to any Intellectual Property (IP) developed or used in connection with the Work shall be as set forth in this Agreement. For this Agreement, Intellectual Property means the intangible legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, technique, invention, discovery, or improvement, whether or not patentable, patents, patent applications, trade secrets and know-how; (ii) any work of authorship, whether or not copyrightable, but including copyrights and any similar intangible rights recognized by law; (iii) any trademark, service mark, or trade name; (iv) any trade secret; and (v) any other similar rights, in each case on a worldwide basis. Subject to FZ's right, title, and interest in all FZ's Baseline IP, the terms of this Agreement including timely payment, and Customer's right, title, and interest in Jointly-Developed IP, FZ grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Deliverables for the purpose for which FZ makes the Deliverables available to Customer under this Agreement.
- 11. Baseline IP.** Each party shall retain all right, title, and interest in the Intellectual Property that it has as of the Proposal Date (Pre-Existing IP), and independently developed (Independently-Developed IP), collectively called Baseline IP. Except as expressly set forth herein, neither party shall have any right, title, or interest in any of the Baseline IP of the other party, except Customer shall have an irrevocable, royalty-free, and perpetual license to use for the purpose for which it is made available to Customer under this Agreement, FZ's Baseline IP that is incorporated into any material, work product, document, data, or other deliverable developed by FZ in connection with the Work provided to Customer (Deliverables). Customer may not reproduce or use Baseline IP other than as components of the Deliverables, or distribute Baseline IP, or sublicense any rights in Baseline IP to third parties other than in support of Customer's internal business operation. All Baseline IP software, software source code, software technology stack, software products (collectively, Software) of the parties, including enhancements or modifications thereto prepared by either party or their representative, shall be and shall remain the exclusive property of that party or the third-party licensors thereof and the other party shall have no right or interest in such Software unless expressly agreed to in writing by each party. A party shall not, without the owning party's prior consent, decompile, or reverse engineer the Software of the other party. Nothing in this Agreement shall preclude FZ from using in any manner and for any purpose it deems necessary, its Baseline IP, general knowledge, skills, experience, ideas, concepts, know-how, and techniques related to FZ's consulting and used in the course of providing the Work on engagements for others, including, but not limited to, automation and monitoring technologies developed by FZ through learning lessons engaged in the course of performing Work for the Customer.
- 12. Jointly-Developed IP.** Unless otherwise agreed to in writing, Customer shall retain sole rights, title, and interest in all IP that is jointly developed by the parties under this Agreement (Jointly-Developed IP). Customer shall have the right to independently use, improve, make derivative works of and license the Jointly-

Developed IP without payment of a royalty fee to FZ. FZ shall execute any document and do such further acts, at Customer's expense, as Customer may reasonably request to carry out the purpose of this Agreement, including testifying in support of inventorship or authorship as may be necessary in legal proceedings or any application proceeding for patents or copyrights. To the extent this Section does not provide Customer with full ownership, right, title, and interest in and to the Jointly-Developed IP, FZ grants Customer irrevocable, royalty-free perpetual license to the Jointly-Developed IP.

13. Third Party Software. Any third-party software product is the property of the respective third party or licensor. Customer has no right or title, nor will it assert any right or title, in third party software except as expressly granted in writing by the third party's license or purchase agreement. All third-party software provided to Customer shall be used only in accordance with the license from the third party.

14. Warranty. FZ warrants that the Work will be performed in a workmanlike manner. For a period of one year from the date of installation of equipment or materials or substantial completion of the Work (whichever date is earlier), FZ will repair or replace, at FZ's discretion, Work that is materially defective as a result of faulty workmanship on the condition that Customer has notified FZ in writing of such defect within 14 days of discovering the defect, and provided Customer has paid FZ in full under the Agreement. FZ makes no other express, implied, written, or oral warranties. This Agreement shall not be governed by the Uniform Commercial Code.

15. Warranty Exclusions. FZ does not warrant work or goods provided by others but will extend warranties provided to FZ by others as is permissible under such third party warranty. There is no warranty for any repair or replacement caused by: (a) physical abuse or vandalism of the goods or components; (b) alterations, modifications, additions, or repairs made by anyone other than FZ, its agents, or subcontractors, unless consented to by FZ in writing; and (c) accidents or damages resulting from fire, wind, water, hail, lightning, earthquake, theft, or similar causes. FZ DOES NOT WARRANT THIRD-PARTY HARDWARE OR SOFTWARE. ANY WARRANTY THAT MAY APPLY TO THIRD-PARTY HARDWARE OR SOFTWARE IS ONLY AS EXPRESSLY STATED BY THE MANUFACTURER, SELLER, OR LICENSOR OF SUCH HARDWARE OR SOFTWARE. FZ DOES NOT WARRANT ANY THIRD-PARTY MAINTENANCE OR SUPPORT WORK PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. ANY WARRANTY THAT MAY APPLY TO SUCH WORK IS ONLY AS EXPRESSLY STATED BY THE THIRD-PARTY.

16. Warranty Disclaimer. FZ EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FZ MAKES NO REPRESENTATION OR WARRANTY TO ANY THIRD PARTY, INCLUDING END USERS, DIRECTLY OR AS A THIRD-PARTY BENEFICIARY.

17. Work Furnished to Customer Specifications. FZ makes NO WARRANTY as to Work or goods delivered and/or designed to Customer specifications and Customer shall, at its own expense, defend, indemnify, and hold FZ harmless from and against any damage, claim, suit, or other expense including attorney fees, asserted against FZ arising from such design, installation, or sale of such Work or goods.

18. Safety. For work performed on Customer's premises, Customer shall furnish a workplace free from recognized hazards that may cause serious physical harm and Customer shall take all reasonable precautions for the safety of FZ employees, agents, and subcontractors. Customer shall comply with all applicable safety laws, regulations, and orders. If Customer directs the Work of FZ, Customer assumes all liability for such supervision or direction. Customer shall hold harmless, defend, and indemnify FZ for any claim, damage, loss, fine or cost, including attorney fees, to the extent arising from Customer's supervision or direction of FZ or Customer's failure to comply with any safety laws, regulations, or orders.

19. Mutual Indemnity. Each party shall defend, indemnify, and hold harmless the other party, and its agents and employees from and against all injuries, claims, damages, losses, and expenses to the extent caused by the indemnifying party, the indemnifying party's subcontractors, or anyone directly employed by the indemnifying party or anyone for whose acts the indemnifying party is liable.

20. Mutual Waiver of Consequential Damages. EACH PARTY WAIVES ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGE, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

21. Cyber Risks. FZ shall not be responsible for, and Customer hereby releases FZ and its employees, agents, and subcontractors, from any liability from any data or equipment loss arising from or related to the Work. Customer shall be solely responsible for daily back up and other protection of its data and software against loss, damage, or corruption, including reconstructing data and software that may be lost, damaged, or corrupted arising from performance of the Work.

22. Unforeseen Conditions. FZ is not responsible for unknown, unusual, concealed, or unforeseen conditions (collectively, Unknown Conditions), including but not limited to subsurface conditions and conditions obscured by drywall, ceilings, floors, etc., nor is FZ responsible for the discovering, assessing, or handling hazardous materials or conditions at the site. If FZ encounters Unknown Conditions or hazardous materials that impact FZ's Work, FZ shall be entitled to an equitable adjustment in the time to perform the Work and the Price.

23. Limitation of Liability. FZ's liability, whether in contract, warranty, tort, strict liability, by statute, or otherwise, to Customer or to any third party for the Work or otherwise related to this Agreement shall be limited to the direct and actual damages, not to exceed the payment FZ received for the portion of the Work giving rise to such claim.

24. Force Majeure. FZ shall not be liable for any loss, damage, or delay in the Work arising from any circumstance beyond FZ's control, including, without limitation, fire, flood, earthquake, labor dispute, shortage of materials or equipment, delays in delivery of material or equipment, riot or other civil disturbance, war, acts of God or Nature, accident, any acts or omissions of any government authority, changes in applicable law, embargo, virus, or disease, (collectively, "Force Majeure").

25. No Assignment. No assignment is allowed by either party without the prior written approval of the other party.

26. Term and Termination. The initial term of this Agreement shall be deemed to begin on the Proposal Date, and unless otherwise stated in the Proposal after the initial term, this Agreement shall automatically renew for successive 12-month periods unless either party provides the other party with written notice of non-renewal at least 60 days before the end of the then-current term. Upon termination, FZ shall complete (and Customer shall pay for) any Work in progress unless specifically directed otherwise by Customer, it being understood that termination of this Agreement shall not terminate any Work in progress.

27. Termination for Cause. If either party materially breaches this Agreement, the other party may terminate this Agreement after thirty (30) calendar days' written notice to cure the breach, provided that the breaching party has failed to cure such breach, or where the breach cannot be cured within 30 days, the breaching party has failed to commence and diligently pursue a cure. Customer's failure to pay FZ shall be deemed a material breach.

28. Notices. The parties shall provide required notices to the addresses in this Agreement.

29. Interpretation. Wherever possible, all terms shall be interpreted consistently. If a conflict arises as to Price, payment terms or delivery, the terms in the Proposal shall control over these Terms & Conditions. For any other conflict, these Terms & Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. If any part of this Agreement is deemed by a court to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.

30. Governing Law. This Agreement shall be deemed made in Kent County, Michigan and shall be governed by and interpreted under Michigan law without regard to choice-of-law provisions.

31. Disputes. Disputes of any kind shall be decided by Arbitration and governed by the Commercial Industry Rules of the American Arbitration Association. The arbitrator's award shall be final and binding and shall be enforceable in a court of competent jurisdiction. The venue of any Arbitration shall be in Kent County, Michigan, unless otherwise agreed or unless otherwise prohibited by a specific state law compelling venue of a dispute in the state where the work is performed.



The arbitrator shall specifically enforce and may not modify the terms of this Agreement. The prevailing party shall be entitled to recover its legal fees and costs, including attorney fees.

32. Limitation of Action. No action, regardless of its form and rising out of this Agreement may be brought against FZ more than two (2) years after FZ substantially completes the Work. FZ's investigation of defects in the Work or FZ's performance of warranty work shall not extend this 2-year limitation period.

33. E-Transaction. The parties may conduct business and exchange and execute records in electronic form.

34. Entire Agreement. This Agreement may be executed in counterparts, which together shall constitute one document. This Agreement represents the entire, integrated agreement between the parties. No other statements, written or oral, are a part of this Agreement.

CITY OF WYOMING

CONTRACT AMENDMENT Optimal Home Services LLC

This Contract Amendment is to the Wyoming City Hall First Floor Interior Renovations Project contract made as of April 15, 2024 (Effective Date) between the City of Wyoming (City) and Optimal Home Services LLC. (Contractor)

RECITALS

- A. City wishes to add additional services for the Wyoming City Hall First Floor Interior Renovations Project. (Added Services).
- B. Professional submitted a proposal dated September 18, 2024, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

- 1. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Optimal Home Services LLC

By: _____
[Signature of officer, director or principal of Professional]
Justin D. Milhoan
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11/5, 2024

EXHIBIT A
PROPOSAL



Optimal Home Services LLC

Aaron Vis
City of Wyoming

(616) 889-2053
aaron.vis@wyomingmi.gov

ESTIMATE	#177
ESTIMATE DATE	Sep 18, 2024
TOTAL	\$47,216.14

CONTACT US

3026 W Hickory Rd
Hickory Corners, MI 49060

(269) 719-7768
optimalconception@gmail.com

ESTIMATE

Services	qty	unit price	amount
2nd Floor - Paint and Flooring Labor Only	1.0	\$15,915.86	\$15,915.86

Services subtotal: \$15,915.86

Materials	qty	unit price	amount
Carpet Tile, Base, & Paint As Selected, LVT TBD with \$3.87 sqft Allowance	1.0	\$31,300.28	\$31,300.28

Materials subtotal: \$31,300.28

Subtotal \$47,216.14

Tax (Credit/Debit Card Fee 3.99%) \$0.00

Total \$47,216.14

Thank you for choosing Optimal Home Services, we appreciate your business! Make sure to give us a like on facebook.

RESOLUTION NO. _____

RESOLUTION FOR WINTER MAINTENANCE ACTIVITIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming.
2. Reimbursed winter maintenance costs for Chicago Drive are not expected to exceed \$150,000.00 for the 2024-2025 winter season.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming for the 2024-2025 winter season.
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: November 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

Staff Report

Date: October 29, 2024

Subject: Authorize Winter Maintenance Activities for Chicago Drive

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

CC: Myron Erickson, Public Works Director

Meeting Date: November 18, 2024

RECOMMENDATION:

The Public Works Department recommends the City Council authorize the City Manager to enter into a one-year contract with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming. Winter maintenance activities will be reimbursed according to established rates as noted on the attached State of Michigan contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Providing winter maintenance activities on the portion of Chicago Drive located within the City will ensure that residents can enjoy the same level of winter maintenance service that all other major City streets have. The City has performed winter maintenance of this portion of Chicago Drive since 2019 with no loss of service to the remainder of the City.

Historically, the Kent County Road Commission has provided winter road maintenance on the segment of Chicago Drive that is located within the City of Wyoming. This road segment is approximately 2.5 miles long and is located between Clyde Park Avenue (east boundary) and Porter Street (west boundary). Grand Rapids performs winter maintenance on Chicago Drive within their City, and Grandville performs winter maintenance on Chicago Drive within their City.

For the upcoming winter maintenance season, it is proposed that the City again enter into a one-year agreement with the Kent County Road Commission to pay the City to perform salting and plowing activities on the portion of Chicago Drive located in the City. Activities will be reimbursed from the Kent County Road Commission according to City labor rates, state equipment rates, material bid prices, and a set overhead percentage, as noted on the attached form. The Kent County Road Commission is funded by the State of Michigan, and these funds

will be used to reimburse the City. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2024-2025 winter season.

BUDGET IMPACT:

Since the City will be reimbursed for all labor, equipment and materials used, there is no negative budgetary impact.

Attachment:

MDOT Form 0426

CONDITIONS OF EQUIPMENT

- A. All equipment furnished without an operator, will be in proper operating condition when delivered for use by MDOT. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to equipment is the responsibility of the vendor.
- B. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials, and other expenses involved.

The contract agency is hereby authorized to contract with the named contractor for equipment or service(s) as described.

APPENDIX B (County) & APPENDIX C (Municipality) PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as herein above set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM SHOEMAKER, INC.
FOR THE PURCHASE OF HVAC SUPPLIES

WHEREAS:

1. The Clean Water Plant and Water Treatment Plant require a significant amount of consumable HVAC supplies for routine replacements, repairs, and maintenance of the heating and cooling systems.
2. As detailed in the attached staff report, it is recommended City Council authorize the purchase of HVAC supplies from Shoemaker, Inc. on an as-needed basis, not to exceed \$15,000.00 annually per facility.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Shoemaker, Inc. for the purchase of HVAC supplies from Shoemaker, Inc.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Tabulation Sheet

Resolution No. _____

STAFF REPORT

Date: October 23, 2024
Subject: Purchase of HVAC Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended the City Council authorize the Clean Water Plant and Water Treatment Plant to make purchases of HVAC supplies from Shoemaker, Inc on an as-needed basis, up to \$15,000.00 annually per facility.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Clean Water Plant and Water Treatment Plant require a significant amount of consumable HVAC supplies for routine replacements, repairs, and maintenance of their heating and cooling systems. Both plants utilize a variety of HVAC equipment, including industrial dehumidifiers, boilers, chillers, and rooftop units. Regular installation of new HVAC parts is crucial for keeping these systems operational.

To ensure competitive pricing, quotes were solicited from three local HVAC suppliers: Behler-Young, Johnstone Supply, and Shoemaker. Each supplier was provided with a list of over 70 commonly used heating and cooling supplies required by both plants. Johnstone Supply and Shoemaker responded, providing pricing for nearly all the items.

After reviewing the quotes, Shoemaker was found to offer the most competitive overall pricing. Shoemaker owns locations within 10 miles of both the Clean Water Plant and Water Treatment Plant, ensuring convenient access for timely repairs and emergency part availability. Furthermore, Shoemaker is a well-established company known for its excellent service.

BUDGET IMPACT:

Adequate funds exist in the various Clean Water Plant and Water Treatment Plant accounts including 591-537-55300-775.000 and 590-536-54300-775.000.

2024 HVAC Supplies Tabulation

Item	Description	Est. Quantity to be Purchased	Johnstone Supply	Shoemaker Heating and Cooling Supply
Silicone Sealant 10.1 oz.	Boss 31200 Clear NSF/FDA	5	43.20	23.85
V-Belt	P33-048 Browning 1082254 A48	16	265.92	140.32
V-Belt	P53-020 Jason A20/4L220 Dual Purp.	10	60.00	59.20
V-Belt	P33-037 Browning 1082148 A37	2	28.50	14.22
V-Belt	P34-563 Browning 1089812 BX63 Cogged	4	169.12	102.08
V-Belt	P53-019 Jason A19/4L210 Dual Purp	5	30.00	29.60
V-Belt	P33-027 Browning 1082049 A27	4	59.84	25.04
V-Belt	Browning AX49	16	322.88	245.92
V-Belt	Browning AX53	4	84.52	63.48
Cogged V-Belt	P34-578 Browning 1089911 BX78	2	103.56	60.5
Cogged V-Belt	P33-343 Browning 1089390 AX43	2	38.46	28.62
Unimatch V-Belt	P53-018 Jason A18/4L200	2	12.00	11.76
Cogged V-Belt	P33-336 Browning 1089358 AX36	2	33.72	25.02

Item	Description	Est. Quantity to be Purchased	Johnstone Supply	Shoemaker Heating and Cooling Supply
V-Belt	P33-044 Browning 1082213 A44	5	79.55	41.65
Cogged V-Belt	P34-546 Browning 1089689 BX46	4	123.52	85.84
Flush for 5-7 Ton Systems	B82-020 NU-Calgon 4300-11 2# RX11	6	798.96	700.32
Contactora	L36-690 Eaton C25DNF340-T Contactor 3P 24V 40-AMP DP 24V	10	750.80	291.80
Tee Joint	T2194 ST 219 4"	5	107.00	113.30
Storm Collar	L88-251 H&C 016119 4RS 4"	2	7.24	5.98
Transformer	L37-310 PF52475 UET79R 75VA	5	276.20	302.85
Natural Gas Heater	Sterling XF124A1Ns111 125,000 BTU Alum Exchngr	2	2774.38	2378.42
Natural Gas Heater	Modine L96-836 43712 150M BRU Power Vent UH	2	2851.10	2786.78
Metlvent Pipe	L96-348 H&C 016102 4RPX3 4x36"	5	168.75	132.20
Gas	10CDIC Full Tank 10# CO2	5	1028.90	77.25
Refrigerant	B98-451 R407C-25 R407C 25LB	5	1698.95	1500.00
Vacuum and Case	H86-085 SM380V Digital Manifold 2-Valve 3-Port	5	3112.50	2500.85
Flush for 5-7 Ton Systems	BB2-020 NU-Calgon 4300-11 2# RX11	5	665.80	583.6
ODF Suction Drier	B12-302 ASD-45S7-VV 049173 7/8"	2	185.00	171.56
Thermal Expansion Valve	B15-447 067L5957 R-410A 5Ton	2	225.30	166.32

Item	Description	Est. Quantity to be Purchased	Johnstone Supply	Shoemaker Heating and Cooling Supply
Flush Gun & Hose Injection Tool	B85-710 NU-Calgon 4300-08 RX11 Starter Kit W/1# Can	5	987.50	732.55
Nitrogen Gas (F)	H93-045 40NIC Full Tank RR 40CF	5	1145.50	80.90
Single Panning	ST20717 ST 207-17	5	27.85	41.35
24V Module	L37-808 HW S8610U3009/U	5	872.75	724.40
Fan Time Delay	L39-221 12508 5H0730350000	3	338.50	300.00
Motor	S58-234 D190 Motor DD 3.3 FRM 1/40 HP	3	502.50	621.42
B&G Mechanical Seal	L45-899 118681 LF	2	103.26	88.00
Fan Time Delay	L39-221 12508 %H0730350000	2	259.00	200.00
Pleat Merv 8	L91-582 5251184831 16X16X2 Key	12	83.40	53.52
Tee Joint	ST2196 ST 219 6"	2	34.62	46.28
Blast Gate	ZSM FG-4 Full 4"	1	37.77	47.70
End Cap	ST1524 ST 152 4"	2	10.54	15.80
End Cap	ST1526 ST 152 6"	2	9.28	16.16
Duct Ring	L70-405 803x06 Ring 6"	5	63.90	46.95
Round Ceiling Diffuser	L7-396 800x06 Diffuser 6"	5	63.05	84.80
Humidifier Canister	Liebert 154016P2	5	1797.60	----

Item	Description	Est. Quantity to be Purchased	Johnstone Supply	Shoemaker Heating and Cooling Supply
Mechanical Seal	L45-899 118681LF B&G	5	258.15	220.00
Galv 5' Pipe	STV43060 ST 4" 30GA	4	34.20	37.88
Elbow	STV43090EL ST 4" 30GA	4	11.52	13.72
Drive Cleat	ST21360 ST 213 60"	5	16.50	20.50
Taper Bushing	ST13364 ST 133 6-4"	5	39.00	50.95
High Wind Cap	L88-158 2004204 4RHW	2	41.84	34.58
Hydronic Unit Heater	Modine L96-233 48201 HSB-63S1 63M BTU	2	2799.00	1863.06
Galv 5' Pipe	STV42660 STV 4" 26GA	2	27.64	32.96
Elbow	STV42690EL STV 4" 26GA	4	16.36	17.60
Short Bushing	ST23354 ST 233 5X4"	4	32.36	46.32
Refrigerant	B92-910 R410A-25	2	960.00	596.00
Body Gasket	L39-658 P48690	2	53.48	38.14
Shafts	L45-894 186862LF Seal Kit #1 1-1/4	2	555.16	355.38
Shafts	B&G 185025 SS Sleeve Kit 1- 1/4"	5	1524.85	945.30
Unit Heater	Modine HER100-12 Electric Unit Heater 240V 1PH 10KW	5	8768.85	7627.60
Body Gasket	L39-659 P57700	3	25.89	18.36

Item	Description	Est. Quantity to be Purchased	Johnstone Supply	Shoemaker Heating and Cooling Supply
Crimper	H26-879 C5RCJ Redline 5-Blace	1	53.55	33.79
Key Pleat Merv 8	L91-590 5251123101 20X20X2	24	128.40	109.68
Thermostat	L39-007 WR 1F78-144 Econ Sngl Stg Digital Non-Programmable	5	162.50	158.35
Cover Plate	L40-440 HW 50002883-001/U	5	100.00	94.10
Pilot Assy	L47-863 58057 3H037454001	5	870.85	770.00
Sweat Zone Valve	L40-102 V8043A1029 3/4"	5	672.50	535.30
Z-Braker Set W/Wires	G36-438 ZK003 3AMP	5	182.45	-----
Tin Snips – Offset L	MWT-6510L Left offset	2	56.74	86.40
Tin Snips – Offset R	MWT-6510R Right offset	2	56.74	86.40
Black Gold Vacuum Pump Oil	DVO-12-BX	5	76.55	68.55

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM APG NEUROS, INC.
FOR A BLOWER ASSET MANAGEMENT AND MAINTENANCE SERVICE PLAN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from APG Neuros, Inc. for a five-year asset management and maintenance service plan of a 700-hp blower in the total amount of \$34,150.00 per year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from APG Neuros, Inc. for a blower asset management and maintenance service plan.
2. The City Council authorizes the City Manager to sign the contract.
3. The City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

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: November 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: October 30, 2024

Subject: Blower Asset Management and Maintenance Service Plan

From: Jon Burke, CWP Superintendent

CC: Myron Erickson, Director of Public Works

Meeting Date: November 18, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into a 5-year service plan for the new 700-hp blower as outlined in the attached proposal from APG Neuros, Inc., with an annual cost of \$34,150.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

With Council Resolution No. 27817 dated August 21, 2023, the Council approved the lease of a 700-hp blower from APG Neuros. This blower was an urgent installation due to failure of existing equipment, and it was subsequently purchased out of the lease agreement. In January of 2024, two additional but larger blowers were also approved by Council and ordered as part of the complete blower replacement project. The permanent installation project of all the new blower equipment will start in November of 2024.

The 700-hp blower has been running almost non-stop since it's installation last fall and the manufacturer's warranty expired on October 19th. The high-tech nature of the new turbo blowers limits the amount of maintenance that plant staff will be able to perform on these units. It is therefore recommended that a factory inspection be done on an annual basis. The Asset Management and Maintenance Service Plan from APG Neuros will not only include an extended warranty, but will also include an extensive annual service, continued software upgrades, and priority supply of spare parts when needed.

The service plan is offered on a year-to-year basis at \$40,170.00, but there are significant savings from signing a five-year contract at \$34,150.00 per year. It is recommended that the Council approve the five-year contract and authorize the City Manager to sign any annual renewals that may be required.

BUDGET IMPACT:

This service plan was included in the FY25 annual budget and is located in the Sewer Fund account, 571-536-54300-930.000.



PROPOSAL FOR AN ASSET MANAGEMENT AND MAINTENANCE SERVICE PLAN



Presented to:

Jon Burke
Superintendent
City of Wyoming Clean Water Plant
2350 Ivanrest Avenue Southwest
Grandville, MI 49418
616-261-3576
jon.burke@wyomingmi.gov

October 16th 2024

Our Proposal

Reference: 23-0031 City of Wyoming Clean Water Plant / AM-2024-3895

Subject: Proposal for an Asset Management and Maintenance Service Plan

Equipment covered: 1 x NX700D- C060 Turbo Blower and 1x MCP

Dear Mr. Burke,

We are pleased to provide you with our proposal for an **Asset Management and Maintenance Service Plan** for our product in your facility.

We trust that our High-Speed Turbo Blowers have met your expectations throughout the life of the operation at your facility. APG-Neuros is continuously listening to its customers to develop the highest quality products and offer the latest product innovations to keep your blowers technologically current and up to date.

This plan has been carefully designed to provide you with a peace-of-mind operation, protecting your turbo blowers from unscheduled events. Through the Asset Management, we incorporate the latest improvements and developments into your Turbo Blowers and proactively manage their health throughout their life cycle, maintaining the equipment technologically up to date and maximizing their efficiency. The Asset Management and Maintenance Service Plan provides protection from unexpected maintenance spending through the Extended Warranty as well as priority supply of spare parts when needed.

Our Asset Management and Maintenance Service Plan includes:

- A. Asset Management – Upgrades**
- B. Extended Warranty**
- C. Remote Monitoring System**
- D. Extended Preventive Routine Maintenance**

A. Asset Management – Upgrades

The Asset Management maintains the Turbo Blowers technologically up to date.

Includes:



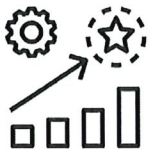
Mandatory or recommended product modifications



Recommended upgrades and new component developments



Fine tuning of turbo blower(s) and aeration system



Participation in manufacturer's maintenance and support development

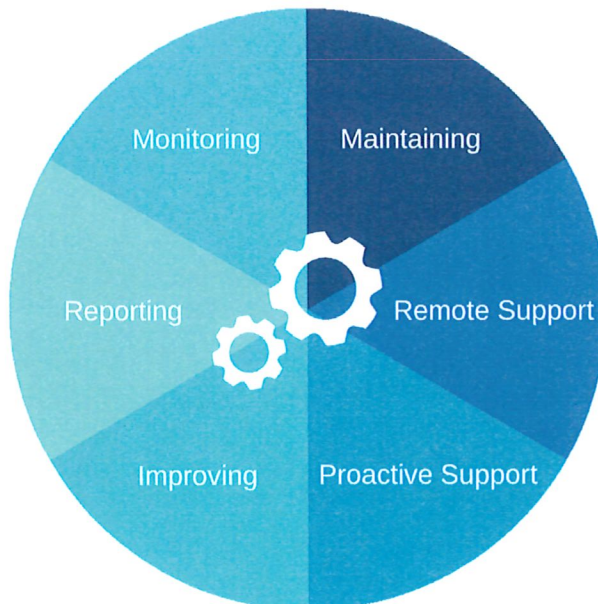
After Hours Remote Technical Support (by telephone), as required:

- 24 hour a day - 365 days a year customer service support line by calling at **1-855-423-2746**
- Priority access to the field support team
- Priority on availability of parts and modules within 72 hours
- Priority on availability of replacement cores (loaners) at no charge to minimize downtime
- Field service report after each visit
- Refresher training on turbo blower preventive maintenance activities



Dedicated Regional Manager for first response on field support

- Regular meetings with customers to listen to current concerns and future needs
- Regular training sessions for on-site personnel



B. Extended Warranty

The Extended Warranty eliminates the need to worry about capital and maintenance budget restrictions. It covers the cost of repairing or replacing major components when out of service.

The Extended Warranty includes:

1. Blower core:
 - High efficiency impeller,
 - Permanent magnet synchronous motor,
 - Bump-foil air bearings,
 - Diffuser fan,
 - Motor casing.
2. Variable speed drive/inverter
3. Input line reactor
4. Sine-wave (sinus) filter
5. Blower local control panel and Programmable Logic Controller (PLC) components
6. HMI touch-screen components
7. Internal vibration and absorption mounts
8. Vibration sensors and monitoring
9. Discharge expander (discharge cone)
10. Blow off by-pass valve and solenoid parts
11. Blow off silencer
12. Sound attenuating enclosure
13. Check valve seals and discs
14. Stop valve body seals and discs
15. External expansion joint



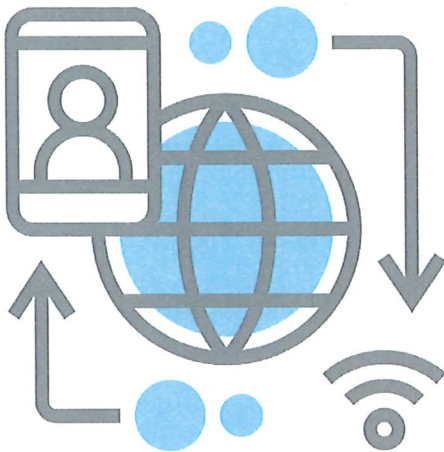
C. Remote Monitoring System

Remote Monitoring System and support as permitted by the customer.

- Enables site managers to make better informed decisions through useable data of Turbo Blower operation.
- Fine tuning and monitoring of aeration system that allows for optimal Turbo Blower operation.

Option C1

Customer allows APGN to have remote access.



- APGN will have a real-time view of all analog values of the Turbo Blower.
- Elevated security with independent 3G/LTE mobile network connection.
 - No on-site Wi-Fi connection required.
 - Site can enable or disable access at anytime.

Option C2

Customer provides operational data to APGN.

- APGN will not have remote access.
- Up to twice per year, operation and diagnostics reporting on operating units, when available. Customer will provide operational data from its control system to APGN for analysis such as:
 - a. Motor speed and temperature
 - b. Suction flow rate and temperature
 - c. Discharge pressure and temperature
 - d. Filter pressure drop
 - e. Bearing temperature
 - f. Power consumption
 - g. Rotor vibration
 - h. VFD temperature
 - i. Ambient temperature and ambient relative humidity
 - j. Blower status
 - k. Fault codes

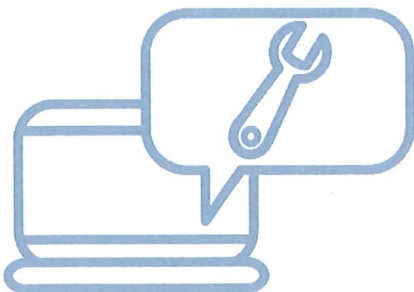
D. Extended Preventive Routine Maintenance

Our Extended Preventive Routine Maintenance is designed in accordance with the standards of the annual health check and inspection outlined in the O&M manual.

- One (1) on-site maintenance and inspection visit by a manufacturer's Field Service Technician.
- Customized classroom/hands-on training to your staff's needs.
 - o Also available through videoconference.
- Inspection and cleaning or replacement of air intake filters (inside the turbo blower).
- Inspection and cleaning of dirt and debris in enclosure, sealing air leaks as required.
- Visual inspection of core.
- Core shaft torque measurement to assess condition.
- Bump start alignment of the core bearings.
- Audible and visual inspection of unit to determine health of connections, valves, and gaskets.
- Verification of PLC and HMI software, ensuring it is operational and suitable for the blower control.
- Verification of blower protection from surge or adverse operating conditions.
- Review and analysis of PLC error history, identifying trends and providing recommendations as needed.
- Verification of the PLC and HMI software version including the new protection or optimization, and update to latest standard, if applicable.
- Inspection for loose electrical and mechanical connections, tightening as required.
- Inspection of all electrical wiring for signs of overheating or wear.
- Verification of sensors functionality, replacing as required.
- Inspection of blower operation following factory specifications and adjustment of control parameters to adapt to the operating environment.
- Inspection of paint and fasteners, applying touch-up paint to areas the size of up to a quarter dollar coin and replacing fasteners as required.
- For liquid cooled models only:
 - o Coolant system check and top up as required.
 - o Perform coolant flush (every 3 years)
 - Customer to dispose the old fluid.
- Field service report including a comprehensive check list for each blower.

Additionally, this plan includes:

- After Hours Remote Technical Support (by telephone), as required.
 - 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
 - Response time within 1 hour
 - Up to 150 hours of technical support
- Reporting on operation and diagnostics of operating units, when available for remote monitoring.
- **10% discount on spare parts and air filters.**



Price:

- One-year option: US \$40,170.00 + taxes for one (1) year of coverage.
- Three-year option: US \$36,150.00 + taxes per year for three (3) years of coverage.
- Five-year option: US \$34,150.00 + taxes per year for five (5) years of coverage.

➤ The above prices include coverage on 1 x NX700D-C060 Turbo Blower and 1x MCP

Exclusions:

The following consumables and life limited parts are excluded from the coverage:

- Air filters elements
- BOV orifice diaphragm
- Coolant fluids
- Fuses
- Gaskets
- Hardware and fittings
- Power supplies
- Thermocouple and thermocouple transmitter
- Transformer 560/480 – 110/220 V
- Existing rusted areas on enclosure are not covered under the warranty

Note: A pre-inspection of the turbo blowers is not required prior enrollment of the Asset Management and Maintenance Service Plan.

This proposal is valid until November 29th 2024

Sincerely,

Robert Tenbuuren

Life Cycle Regional Manager

P 1-877-717-4150 ext. 2202

E rtenbuuren@apg-neuros.com

About APG-Neuros

Founded in 2005, APG-Neuros is recognized as the force behind the successful introduction of the high-efficiency turbo blower technology to the water and wastewater treatment market in North America and Europe, modernizing and bringing a much-needed change to the existing aging industry. APG-Neuros turbo blowers are used in a variety of industrial applications and wastewater treatment processes, with over 1500 units installed in over 500 installations in North America and Europe, and more than 3000 additional units installed worldwide.



APG-Neuros continues to lead the industry by constantly driving and propelling innovation forward through the most technologically advanced products and artificial intelligence aeration control solutions to achieve maximum energy efficiency and operational flexibility for our customers.

OUR MISSION

APG-Neuros is committed to achieving customer satisfaction by providing quality products and services delivered on time while maintaining a safe environment for our employees in a setting that promotes resource sustainability. APG-Neuros honors its commitments by integrating quality and environmental considerations into the decision-making process.

OUR VISION

To be recognized as the reference technology company for producing innovative products, including the Turbo Blowers, Turbo Compressors, and other efficient and affordable technology products.

OUR VALUES

- 1. Innovation:** We strive for continuous technological development and innovation. We conduct in-house R&D programs to keep innovating and improving our products and services.
- 2. Integrity:** Promote a culture of transparency, continuous improvements and strive for a sustainable business model.
- 3. Team:** Ensure employee empowerment and fulfillment through continued skills development and career advancement.
- 4. Environment:** We strive to limit the impact of our activities and our product on the environment.

OUR CERTIFICATIONS



APGN Inc.

1270, Michèle-Bohec, Blainville, Québec J7C 5S4
Tel.: 450 939-0799 Fax: 450 939-2115 Web site: www.apg-neuros.com

Acceptance and Authorization

Your signature below indicates your authorization to proceed with the enrollment to the Asset Management and Maintenance Service Plan.

For Customer

Name

Title

Signature

Date

For APGN inc.

Omar Hammoud

Name

CEO & President

Title



Signature

10-28-24

Date

Approved as to form:



Scott G. Smith, City Attorney

The APG-Neuros Aftermarket Team thanks you for your trust.

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 60th 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 60th 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 60th 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 60th 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

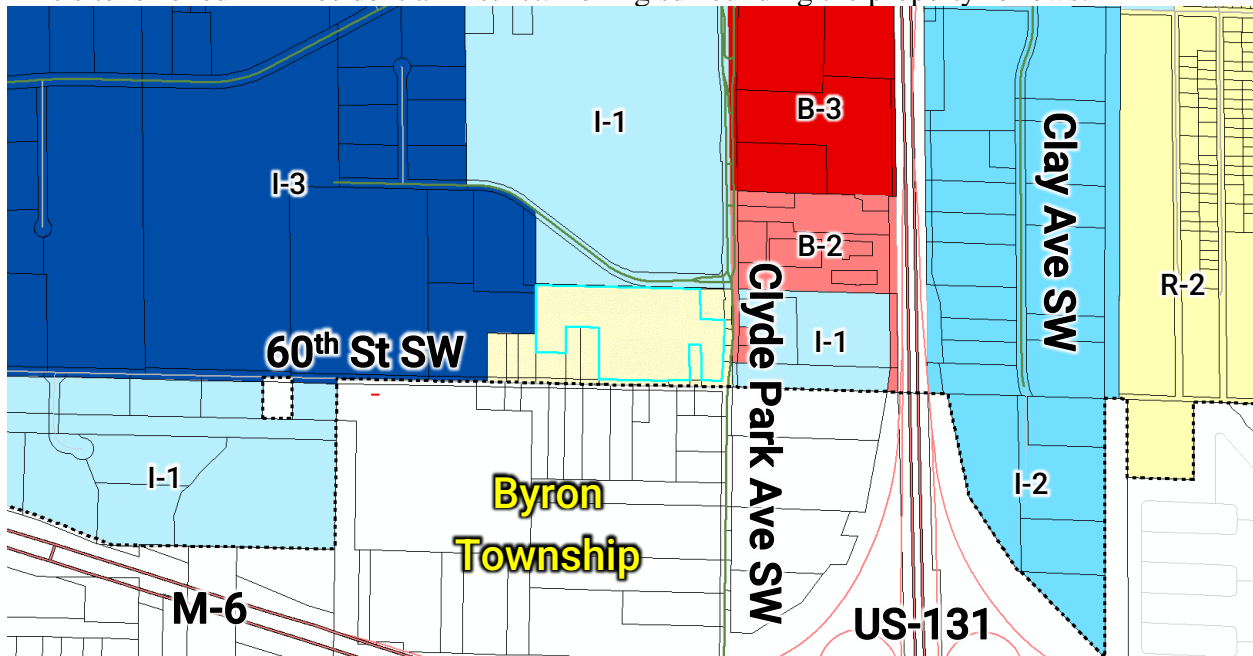
REPORT PREPARED BY: Nicole Hofert, Director of Community and Economic Development

GENERAL LOCATION DESCRIPTION:

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

EXISTING ZONING CHARACTERISTICS:

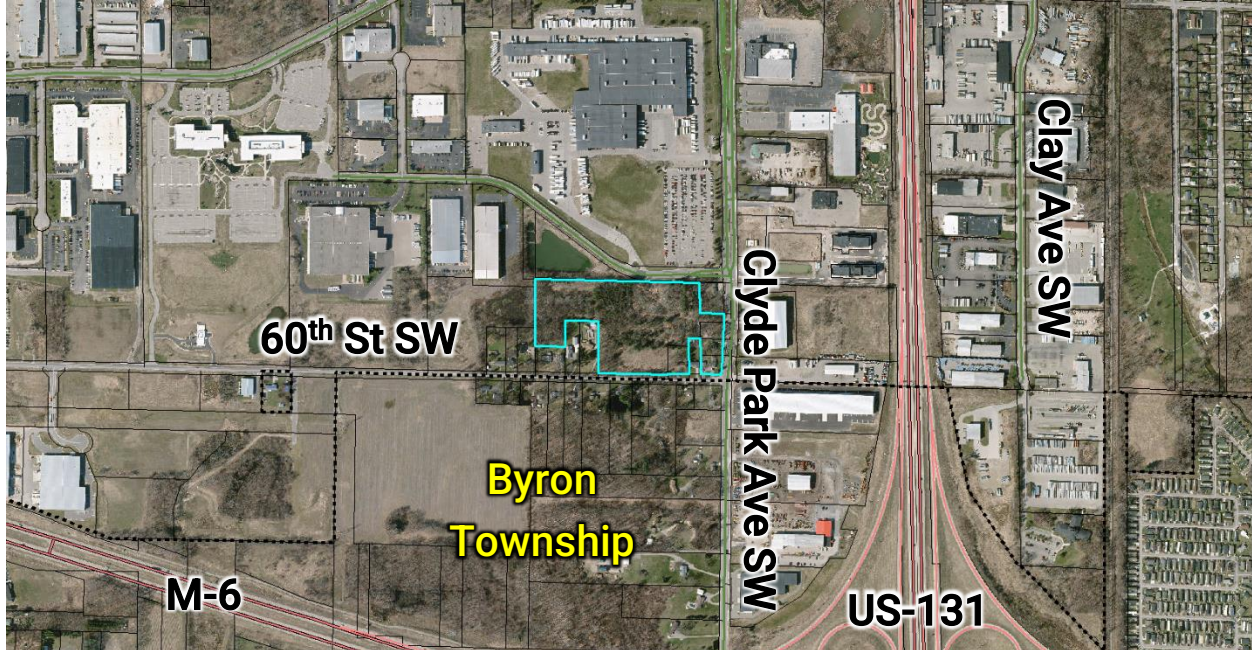
This site is zoned R-1 Residential District. Zoning surrounding the property follows:



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.

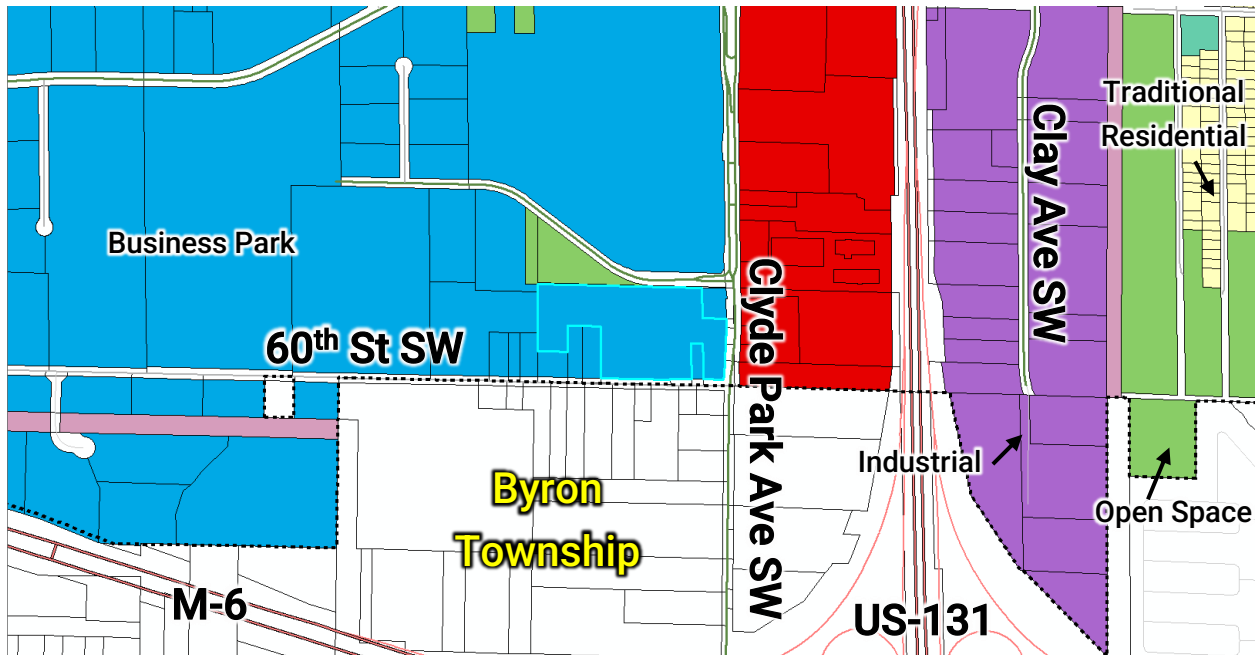
CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

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 60th 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 – 60th 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.

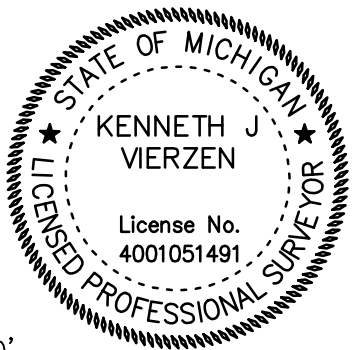
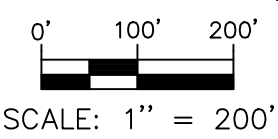
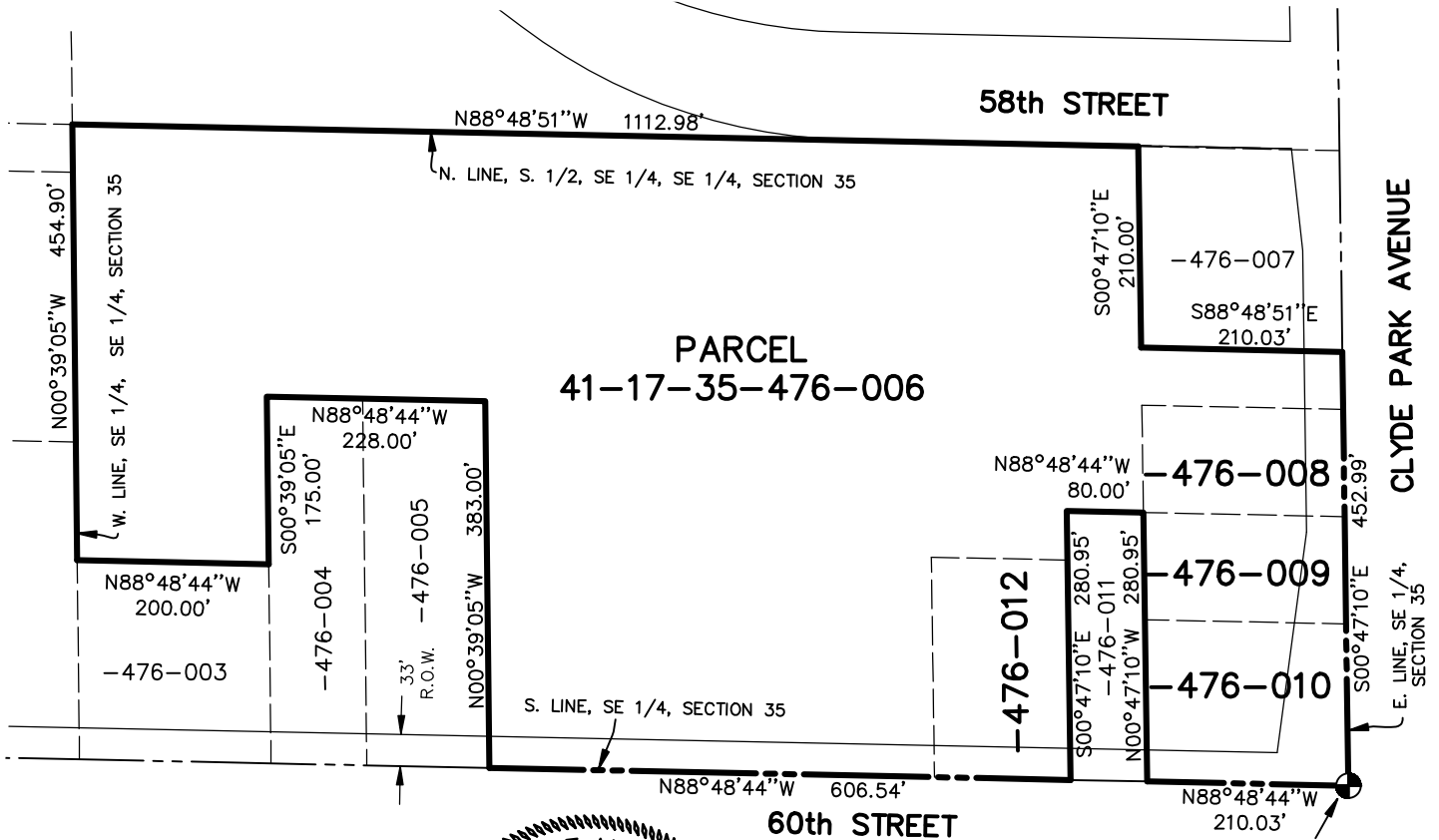
REZONE MAP

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
60th 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 60th 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 60th Street SW and recommend the same to City Council.

Randall opened the public hearing at 7:09 PM.

Mary VanDyke, 975 60th 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 60th 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 60th 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 60th 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 60th St SW, spoke against the rezoning. Lesko's expressed concern about the number of semis driving down 60th 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 60th 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 60th St entrance for the industrial site.

Sandy Kas, 876 60th St SW, Byron Center, spoke against the rezoning. Kas has concerns of the trees being destroyed, and also the entrance on 60th 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 60th St SW, Byron Center, spoke against the rezoning. Bothma stated the developer should focus on working with UPS to make their entrance/exit onto 58th St SW instead of 60th in between their homes.

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

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

The public hearing was closed at 7:34PM.

Randall asked developer/owner to come to podium.

Kevin Vreugdenhil, 3246 29th 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 60th 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 60th 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 60th 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 60th 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 60th 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 60th 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 60th 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 28th 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 28th 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 28th 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

ORDINANCE NO. 15-24

ORDINANCE TO AMEND CHAPTER 2 OF THE WYOMING CITY CODE BY ADDING
ARTICLE VII TO REGULATE USE OF CITY SEAL, EMBLEMS, AND LOGOS

THE CITY OF WYOMING ORDAINS:

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

**ARTICLE VII
CITY SEAL, EMBLEMS, AND LOGOS**

Sec. 2-701 – Purpose.

(1) The city wishes to ensure the city seal, emblems and logos used in conjunction with official city business are not used in other ways that may deceive, confuse, or falsely indicate or imply to anyone that any person, service, product, activity, article, business or endeavor is undertaken by, approved by, sanctioned by, or undertaken on behalf of the city or any city boards, commissions, officers, employees, or other agents when they are not. The city therefore is seeking to ensure the city seal, city emblems (such as those used by the city police and fire, public works, parks, and other departments and personnel), and the logos reserved for official city business are reserved and used only for those purposes.

(2) The city undertook, at some expense, a branding effort to ensure a unifying look of city logos to be licensed to and used by others to promote a unified community identity, community pride, community-based businesses and organization, community based or sponsored activities and events, and community efforts. The city therefore is seeking ensure the continuing value of the logos in which it has invested.

(3) Such efforts are intended to preserve and advance the public health, safety, and welfare by ensuring use of the city seal, emblems, and logos are not used in ways intended to or having the effect of endangering, impairing, or otherwise adversely affecting the efforts of the city and the city's boards, commissions, officers, employees and other agents engaged in their duties for the city and to enhance and protect the reputations and good will of city residents, businesses, and organizations engaged in their various pursuits while displaying or using licensed city logos.

Sec. 2-702 – Definitions and Interpretation.

(1) The following definitions shall apply to this article.

(a) *City emblem* means any of the emblems used by the city or city personnel in connection with official city business. Examples include the emblems (i) used on city police, fire, public works and parks vehicles, (ii) displayed on city signs, buildings, parks, and other property, (iii) incorporated in badges or identification carried by city officers, employees and other agents, (iv) used on official city publications or communications, (v) used in connection with any website or social media account, (vi) displayed on street or directional signage, or (vii) painted or otherwise applied to the pavement on any streets, sidewalks, bike paths, trails or other rights-of-way in the city.

(b) *City logo* means the following and similar logo designs used (i) used on city police, fire, public works and parks vehicles, (ii) displayed on city signs, buildings, parks, and other property, (iii) incorporated in badges or identification carried by city officers, employees and other agents, (iv) used on official city publications or communications, (v) used in connection with any website or social media account, (vi) displayed on street or directional signage, or (vii) painted or otherwise applied to the pavement on any streets, sidewalks, bike paths, trails or other rights-of-way in the city:



(c) *City licensed logo* means a logo owned by the city and for which trademark registration is pending that the city will license to others for use pursuant to a trademark license agreement in a form approved by the city attorney that is signed by the city manager and includes, among others, the following:



(d) *City seal* means the official seal of the city kept by the city clerk that is affixed to certain official documents of the city, such as bonds issued by the city.

Sec. 2-703 – Permitted and Prohibited Use.

(1) The city seal, city emblems and city logos shall be used and/or displayed only (i) in the pursuit of official city business and activities (ii) by city officers, city employees, or other agents, (iii) on officially issued city badges, identification, and communications and/or buildings, vehicles, equipment, rights-of-way, signage, or other city property. All other use or display is prohibited.

(2) City licensed logos shall be used only pursuant to and in accordance with a license agreement in a form approved by the city attorney and signed by the city manager. All other uses are prohibited.

(3) Any use of the city seal, a city emblem, a city logo, or a city licensed logo that is intended to, has the effect of, or may result in any of the following is prohibited:

(a) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe, that any individual is a city officer, employee or agent who is not a city officer, employee, or agent.

(b) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe, that any communication or publication is issued by, approved by, endorsed by or is otherwise from or on behalf of the city or a city officer, employee or agent when it is not.

(c) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe, that any vehicle is an official city vehicle or is occupied by city officer, employee or agent when it is not.

(d) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe, that any signage or directional information was issued by or is officially approved by the city when it is not.

(e) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe,

that any actions are actions of the city or a city officer, employee or agent when they are not.

(f) Indicating, tending to indicate, leading anyone to believe, or might lead others to believe, that any website or social media page or account is an official city website or social media page or account or one approved or used by a city officer, employee or agent when it is not.

(g) Directing or encouraging anyone purportedly or seemingly on the city's behalf to send funds or other things of value, photos or images, personal information, account information, personal login or other electronic application or other software credentials, to any person, account, website, social media page or account, email address or other real or cyber location when such communication is not officially authorized by the city.

(h) Misdirecting any individuals or other persons in a manner that results in personal injury or death or in the loss or damage to property.

(4) Nothing in this article is intended to affect rights of individuals or other persons under the United States and Michigan constitutions. Nothing in this article prohibits use of city emblems and city logos in parody, satire or another manner in political or artistic speech provided it is clear from labels or context that it is not from or authorized by the city.

Sec. 2-704 – Violations.

(1) A violation of this article is a municipal civil infraction with a fine of \$250 for the first offense, a fine of \$1,500 for a second offense, and a fine of \$5,000 for a third of subsequent offense.

(2) Each act and each day that a violation continues or remains uncorrected is a separate offense.

(3) In addition to any other penalties provided by this section, the court may:

(a) Order a person who violated this article to:

(i) Pay the costs of investigation, prosecution, or other enforcement efforts;

(ii) Pay restitution to the city for any costs incurred by the city to address the consequences of the violation; and/or

(iii) Discontinue use of the city seal, city emblem, city logo, or city licensed logo and/or all items or communications bearing it to the extent needed to comply with this article.

(b) In accordance with MCL 600.8302(4), issue and enforce any judgment, writ, or order necessary to enforce the ordinance, including, without limitation, ordering the responsible or guilty party to comply with the ordinance, to discontinue and/or refrain from acts violating the ordinance, to remedy any conditions violating the ordinance, and/or to take reasonable measures preventing others from violating the ordinance. The court may also enter an order for the city to correct conditions violating the ordinance and for the owner of the offending property and/or other persons responsible to pay any costs incurred by the city to do so, imposing those costs as a lien on the offending premises.

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

I certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on December 16, 2024.

Signed: _____, 2024

Kelli A. VandenBerg, City Clerk

Introduced: November 18, 2024

Adopted: December 16, 2024

Published: _____, 2024

Ordinance No. 15-24

STAFF REPORT

Date: October 21, 2024
Subject: Branding logo protection – ordinance regulating logo use
From: Scott G. Smith, City Attorney
Meeting Date: November 18, 2024 – First Reading
December 16, 2024 - Adoption

RECOMMENDATION:

It is recommended City Council adopt Ordinance to Amend Chapter 2 of the Wyoming City Code by Adding Article VII to Regulate Use Of City Seal, Emblems, And Logos.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming's sense of identity.
 - OBJECTIVE 1 – Implement the new branding initiative.

DISCUSSION:

The city has expended significant resources to develop new logos and an accompanying style guide. Some of the logos are intended only for city official use so their use makes it clear that vehicles and other property belong to the city, communications are official communications, websites and social media pages are official city sites, individuals with ID badges are city personnel, and services provided are city services. Others are intended to be used widely by residents, businesses, schools, institutions, other organizations and their respective products and endeavors with such use approved via a license agreement.

It is important to protect the logos, as well as the city seal (maintained by the clerk and sometimes used in official documents such as bonds issued by the city) and city emblems (such as those on police and fire vehicles) against misuse. For example, logos might be used in conjunction with certain property, products, services or communications to falsely imply they are the city's or are endorsed by the city. They might also be attached to products or services to falsely proclaim they were made in the city or by a city business.

The city has engaged in a 3-fold effort to ensure its logos are properly used and, correspondingly, that the city seal and city emblems are not misused. First, as approved by the Council, the city has applied for trademark registration for its logos. Second, staff recommends adoption of an ordinance making it clear that the city seal, city emblems, city logos that include the words "City of" are only for official city use and other logos may be used with a license agreement. Violation of the ordinance would be a municipal civil infraction. Third, we have developed a form for a license agreement to be routinely signed by the city manager with a low license fee to ensure it is not inappropriately used.

BUDGET IMPACT:

Adoption of the ordinance will not have a budgetary effect.

ORDINANCE NO. 16-24

ORDINANCE TO SECTION 50-127 OF THE CITY CODE TO ADDRESS NUISANCES
CREATED BY DOMESTIC ANIMALS AND PROVIDE PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That section 50-127 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 50-127. – Noises, odors, and other nuisances.

- (a) No barking or emission of any other noise by any domestic animal shall be audible beyond the property of its owner or other person on whose premises it is consensually located for any period (i) exceeding 5 minutes in any 2-hour period between 7:00 a.m. and 8:00 p.m. or (ii) exceeding 5 minutes during the period between 8:00 p.m. and 7:00 a.m.
- (b) All animal wastes, including fecal matter, urine, results from grooming, uneaten or wasted food, bedding materials, or all other waste materials, shall be contained and removed from the site, and/or treated so that odor caused by or emitted from those wastes are not perceptible beyond the property line of the property on which the animals are consensually located.
- (c) In addition to the general requirement in subsection (b), all fecal droppings from any domestic mammals, including without limitation, any service animal kept by any person on any privately-owned premises in the city shall be picked-up and properly disposed of not less frequently than once every 5 days.
 - (1) If, due to warm weather or other conditions, such droppings emit odors that are perceptible off the premises on which they lie, they must be picked-up and properly disposed of at a frequency needed to prevent the perception of odor beyond the property line.
 - (2) If due to any conditions, flies or other invertebrates are breeding within the droppings, they must be picked-up and properly disposed of at a frequency needed to prevent the breeding of such flies or other vermin.
 - (3) Animal droppings of carnivores or omnivores must be placed in a sealed container and removed from the premises at least once each 7 days. They may not be composted.
 - (4) Droppings of service horses may be composted on-site in containers designed for composting such animal wastes in a manner approved by the code official.
 - (A) Only one container shall be allowed for such composting.
 - (B) Composting shall not occur during times of the year when ambient air temperatures do not allow for the compost to reach and remain at levels between 140° and 160°F.
 - (C) Otherwise, the waste from service horses must be placed in sealed containers and treated in the same manner as the wastes from carnivores or omnivores.
 - (D) Fully composted materials may be used in to fertilize landscaping on premises or, if permitted by others, used to fertilize vegetation off-premises. Fully composted materials may not be accumulated or stored on-site for later use. When the volume of fully composted materials exceeds the quantity that can reasonably be immediately used on site, it must be removed from the site.
 - (E) Composting shall not be permitted if odors from the wastes or the compost are detectable beyond the property line of the premises.
- (d) All fecal droppings from any domestic animal onto public rights-of-way, other public property, or the property of any person other than the animal's owner must be immediately picked-up and properly disposed of.

(e) A violation of this section is a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Section 2. That this ordinance shall take effect on _____, 2024.

Section 7. That, because portions of this ordinance required preapproval by county officials in compliance with state law, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 16-24
Introduced: November 18, 2024
Adopted: December 16, 2024
Effective: _____, 2024

STAFF REPORT

Date: November 5, 2024
Subject: Ordinance amendment addressing animal nuisances
From: Scott G. Smith, City Attorney
Meeting Date: November 18, 2024 – First Reading
December 16, 2024 - Adoption

RECOMMENDATION:

It is recommended City Council adopt Ordinance to Amend Section 50-127 of the City Code to Address Nuisances Created by Domestic Animals and Provide Penalties for Violations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community – A diverse, strong community where all have the opportunity to thrive.
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
- PILLAR 2 – Safety – Creating a community where people can live, work and play without fear or risk of harm.
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

While addressing a citizen complaint, we learned that the City Code section addressing nuisances created by domestic animals could be improved to address all related odors, not just those odors from fecal droppings. The proposed amendment corrects that with a new subsection (b), re-lettering of subsequent subsections, and adding a phrase at the beginning of subsection (c).

BUDGET IMPACT:

This ordinance will have not budgetary impact.

ORDINANCE NO. 17-24

ORDINANCE TO AMEND SECTION 2-310.11 OF THE CITY CODE TO UPDATE THE DEFINITIONS OF "PROJECT" AND "PROJECT PROPERTY" FOR THE 28WPHASETHREE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That section 2.310.11 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

Sec. 2-310.12 Definitions.

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

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

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

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

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

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing units and related housing amenities such as, for example and not for limitation, (i) such amenities as fitness centers, community rooms, pet care facilities, storage areas, roof-top decks, game rooms, and similar facilities available for use only by residents of the housing units, (ii) leasing offices for leasing and administration of the leases and collection or rents for the housing units, and (iii) other areas constructed, installed, and maintained only for use by residents of the housing units that are all located on the Project Property that are acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, in accordance with the Overall Site Plan page PR-1 for Hōm Flats at 28 West Phase 3, dated 10/9/2024, prepared by Hooker DeJong Inc., subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city. The Project does not include any improvements on Project Property used only by occupants of spaces designated for commercial use. Common areas of and improvements to the Project Property that have shared uses between the residential housing units and the spaces designated for commercial use will be subject to reasonable allocation for tax purposes based on the portion of that area or that improvement that was needed comply with requirements applicable to the development of the residential housing units and spaces designated for commercial use. Design and architecture features shall include enhanced outdoor and building lighting and exteriors compatible with and complimentary to the bridge design. Materials include, brick, metal architectural panels, and Hardie board. Glazing shall be clear, and windows shall be free of obstructions. Building 13 shall include ground floor commercial space consisting of a daycare and a white box space for a commercial establishment such as a coffee shop, restaurant, brewery or wine bar. The daycare shall take up approximately 55 to 59% of the building 13 ground floor area. Approximately 21% of the building 13 ground floor space will be dedicated to circulation and services. The remaining space, approximately 6,000 square feet, will be for the commercial white box space and constructed generally in accordance with the ground floor layout drawing prepared by Hooker DeJong Inc. that was filed with the city planner before adoption of this ordinance. An access door or seasonal garage door are required for access onto the patio from the commercial white box space. The patio area should be used to support outdoor dining.

(h) *Project Property* means the portion of the following described real property located in the City of Wyoming, Kent County, Michigan, that is used and occupied for the Project, it being understood that the Project Property may be subdivided in the future into condominium units so as to establish the Project as a separate condominium unit apart from other non-Project improvements to be constructed on the Project Property:

1440 28th St. SW (Parcel No. 41-17-14-126-025):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 73.99 feet along the East line of the West 827 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence S87°34'58"E 49.17 feet along said Southerly line; thence Easterly 201.95 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S87°49'44"E 201.95 feet; thence S00°24'13"E 383.14 feet; thence N88°22'14"W 251.00 feet to the East line of the West 827 feet of said NW 1/4; thence N00°24'13"W 386.01 feet to the place of beginning. This parcel contains 2.213 acres.

1420 28th St. SW (Parcel No. 41-17-14-126-026):

Part of the NW 1/4 of Section 14, T6N, R12W, described as: Commencing at the NW corner of said Section; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 74.12 feet parallel with the West line of said Section 14 to a point on the South right-of-way line of 28th street (130 foot wide right-of-way); thence S87°34'15"E 49.17 feet along said South right-of-way line; thence Easterly 201.95 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°20'09 seconds, and a chord bearing S87°44'49"E 201.95 feet to the Point of Beginning; thence continuing Easterly 228.54 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°22'49 seconds, and a chord bearing S88°06'18"E 228.53; thence S00°24'13"E 381.59 feet parallel with the West line of said Section 14; thence N88°20'01"W 228.50; thence N00°24'13"W 382.51 feet parallel with the West line of said Section 14 to the Point of Beginning.

1410 28 West Place SW (Parcel No. 41-17-14-126-027):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 1306.56 feet along the North line of said Section 14; thence S00°24'13"E 76.47 feet to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence Easterly 150.88 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S88°25'28"E 150.88 feet to the Westerly line of 28 West Drive; thence S44°35'25"E 87.56 feet along said Westerly line; thence Southeasterly 494.24 feet along said Westerly line on a 343.50 foot radius curve to the left, the chord of which bears S43°19'06"E 452.69 feet to the East line of the West 1827 feet of said NW 1/4; thence S00°24'13"E 1.01 feet along said East line; thence N88°22'14"W 520.39 feet; thence N00°24'13"W 382.09 feet to the place of beginning. This parcel contains 2.351 acres.

(i) *Sponsor* means 28WPhaseThree Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

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

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

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

provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

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

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

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 17-24
Introduced: 11.18.2024
Adopted: 12.16.2024