

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, JANUARY 21, 2025, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Rick Pilienci, Grace Christian University
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) **Approval of Minutes**
From the January 6, 2025, Regular Meeting and the January 13, 2025, Work Session
- 6) **Approval of Agenda**
- 7) **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.
- 8) **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.
- 9) **Presentations and Proclamations**
 - a) Presentations
 - 1) State of the City Address by Mayor Vanderwood
 - b) Proclamations
- 10) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 11) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 1) 25-2 Acceptance of Temporary Construction Permits for Trail 7 (Ralph McCarty Jr, David Cavanagh, and Parkwood Holdings, LLC)
 - 2) 25-3 Acceptance of Temporary Construction Permits for Trail 7 (Jaime Dorantes-Diaz and Adela Garcia-Saucedo, and Willie and Carol Richards)
- 12) **Budget Amendments** (none)
- 13) **Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Appoint Terry Dodds as a Member to the Board of Review
- b) To Appoint Crystal Bowyer as a Member to the Board of Review

14) Resolutions

- a) To Authorize the City Manager to Execute an Employment Agreement with Part-Time Legal Council

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

- a) For Award of Bids
 - 1) Reality-Based Training Equipment, Ammunition, and Associated Accessories (Budget Amendment No. 29)
- b) To Concur with the Emergency Purchase of Network Switches and to Authorize Payment to People Driven Technologies
- c) To Accept an Amendment to the Automotive Body Repair Services Contract
- d) To Accept Amendments to the City Vehicle and Equipment Maintenance and Repair Contracts (Budget Amendment No. 28)
- e) For the Purchase of Miscellaneous Repair and Operating (MRO) Supplies
- f) To Concur and Authorize the Purchase of Intake Filters
- g) To Accept a Service Agreement for the Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES)

16) Ordinances

- 1-25 To Amend City Code Sections 50-62, 50-63, 50-112, 50-118 and 50-170 (Final Reading)
- 2-25 To Amend City Code Sections 54-4 and 54-6 (Final Reading)
- 3-25 To Amend Accessory Dwelling Unit Zoning Text Amendments (Final Reading)

17) Informational Material (none)

18) 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.

19) Closed Session (none)

20) 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.

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

January 21, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-2

Subject: Acceptance of Temporary Construction Permits for Trail 7

Councilmembers:

We acquired some of the temporary construction permits for the Trail 7 project and wish to make the accompanying payments for them:

Grantor: Ralph I. McCarty Jr.
Parcel #: 41-17-11-203-023
Address: 2134 Godfrey Ave
Payment: \$300.00

Grantor: David Cavanagh
Parcel #: 41-17-11-203-018
Address: 2110 Godfrey Ave SW
Payment: \$300.00

Grantor: Parkwood Holdings, LLC
Parcel #: 41-17-11-203-054
Address: 1106 Burton St SW
Payment: \$559.47

I recommend the City Council approve the attached temporary construction permits prepared by the city's right-of-way acquisition consultant, Land Matters, Inc. and payment of the stated amounts.

Respectfully submitted,



John Shay
City Manager

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

January 21, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-3

Subject: Acceptance of Temporary Construction Permits for Trail 7

Councilmembers:

We acquired some of the temporary construction permits for the Trail 7 project and wish to make the accompanying payments for them:

Grantor: Jaime Dorantes-Diaz & Adela
Garcia-Saucedo
Parcel #: 41-17-11-203-022
Address: 2130 Godfrey Ave SW
Payment: \$300.00

Grantor: Willie & Carol Richards
Parcel #: 41-17-11-203-025
Address: 2146 Godfrey Ave SW
Payment: \$425.79

I recommend the City Council approve the attached temporary construction permits prepared by the city's right-of-way acquisition consultant, Land Matters, Inc. and payment of the stated amounts.

Respectfully submitted,



John Shay
City Manager

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF TERRY DODDS
AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Terry Dodds has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 31, 2028 on the Board of Review.
3. It is the desire of the City Council that Terry Dodds be appointed to a regular term ending January 31, 2028.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Terry Dodds as a member of the Board of Review for the regular term ending January 31, 2028

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 January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF CRYSTAL BOWYER
AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Crystal Bowyer has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 31, 2028 on the Board of Review.
3. It is the desire of the City Council that Crystal Bowyer be appointed to a regular term ending January 31, 2028.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Crystal Bowyer as a member of the Board of Review for the regular term ending January 31, 2028

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 January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EMPLOYMENT
AGREEMENT WITH PART-TIME LEGAL COUNSEL

WHEREAS:

1. Upon notice of the City Attorney's retirement, the City Manager's Office and City Council began a search for a successor Attorney.
2. A successor City Attorney has not yet been appointed.
3. Legal services are desired and vital for the City Council and City of Wyoming.
4. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
5. The City Manager desires to employ Scott Smith as Part-Time Legal Counsel and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Manager is authorized to execute an employment agreement for Part-Time Legal Counsel.

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 January 21, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENT:

Employment Agreement – Part-Time Legal Counsel

CITY OF WYOMING
EMPLOYMENT AGREEMENT – PART-TIME LEGAL COUNSEL

This Employment Agreement is made as of January 21, 2025, to be effective on January 21, 2025, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Scott G. Smith, an individual whose current home address is as provided in City's employment records (**Employee**).

1. TERM. City employs Employee as part-time legal counsel effective on January 21, 2025, to serve at the pleasure of the City Council, which may terminate Employee's employment at any time for any or no reason. Employee's service will terminate no later than the earlier of (i) 7 days after the next city attorney begins work, (ii) March 27, 2025, or (iii) when terminated as provided in section 6 below.

2. DUTIES. The City Manager and/or City Council may request Employee to provide professional legal services for particular special (non-routine) matters requiring Employee's experience, expertise, or institutional knowledge, such as matters from Employee's service as city attorney (e.g., city center, Site 36, intergovernmental water contracts, and the third water transmission main). Employee shall report to and coordinate with the City Manager to work at such times as they mutually agree, not to exceed 10 hours per week except if the City Manager and Employee otherwise agree for a week.

3. COMPENSATION. Employee shall be paid the hourly rate of \$200.00 and paid in accordance with City payroll procedures. Hours shall be recorded in 1/10th hour increments and totaled for the pay period, rounded up to the nearest ¼ hour. Employee shall report employee's hours to the City Manager for entering payroll for each pay period.

4. NO BENEFITS. For services under this Agreement, Employee shall not be provided any employment benefits beyond what is required by law. There shall be no payout of benefits.

5. PROFESSIONAL REQUIREMENTS. Employee shall at all times be and remain qualified to practice law in the state of Michigan. Employee shall promptly report to the City any professional grievance or claim of professional malpractice made against Employee.

6. TERMINATION. This Agreement and Employee's employment pursuant to it may be terminated (i) by Employee's resignation or (ii) by the City Council at any time for any reason or no reason. Upon termination, Employee shall be paid for all work completed prior to termination by a standard payroll paycheck in accordance with standard City procedures.

7. SUPPORT. City will provide Employee a computer, office space, access to City's intranet, clerical support, ID card, and access fob as determined needed and under terms and conditions provided by the City Manager. All will be returned to City upon the termination of Employee's employment. Employee will not be provided a City cell phone.

8. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City as part-time legal counsel. This Agreement may not be modified orally, but only by a written agreement signed by the parties. **HOWEVER**, this Agreement does not alter or affect either parties' rights, duties or obligations under or arising from Employee's Employment Agreement and service as City's city attorney, a position from which employee retired on January 12, 2025.

9. INDEMNIFICATION AND BONDS. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties under this Agreement. City will pay for any fidelity or other bonds required of Employee under applicable law related to any of Employee's duties under this Agreement.

10. APPLICABLE LAW. This Agreement is to be interpreted, enforced, and performed under Michigan law. Jurisdiction and venue for any action related to this Agreement shall be solely in the state courts in Kent County, Michigan.

11. ASSIGNMENT. Neither party may assign any rights, duties, or interests under this Agreement without the other party's prior written consent. However, this Agreement is binding upon the parties and their heirs, subrogees, and successors.

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

City of Wyoming

Scott G. Smith

By: _____
John Shay City Manager

_____ 

Date signed: January 21, 2025

Date signed: January 21, 2025

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Reality-Based Training Equipment, Ammunition, and Associated Accessories	Kiesler Police Supply, Inc.	Bid pricing as shown on the attached staff report.

2. City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Contract

Resolution No. _____

STAFF REPORT

Date: January 13, 2025
Subject: Purchase of Police Reality-Based Training Equipment
From: Lieutenant Andrew Koeller
CC: Public Safety Chief Kim Koster
Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council accept the bid and authorize the purchase of police reality-based training equipment, ammunition, and associated accessories from Kiesler Police Supply, Inc. This project is estimated at a total cost of \$48,877.12, all of which will come from State of Michigan Grant funds which have been awarded specifically to enhance training initiatives for the Police Department.

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:

In October 2024, the Wyoming Police Department transitioned from a Sig Sauer P320 to a Glock Model 45 9mm handgun as our issued duty weapon. As part of the Wyoming Police Department's commitment to providing exceptional training to our officers, officers regularly participate in reality-based training. Providing scenario training with the same equipment issued (handguns, weapon-mounted lights, sights, etc.) as officers regularly carry on duty is critical to effective reality-based training. The requested equipment is designed to be used within a training environment and uses specialty ammunition designed to maximize officer training while minimizing risk within the training environment. This equipment is commonly referred to as "sim-munitions" as it uses a simile of the officer's duty weapon but fires a non-lethal projectile for use only in the training

environment. The Police Department requests that the City Council approve the purchase of new reality-based training equipment, ammunition, and accessories. This purchase will provide sufficient equipment for large-scale exercises such as active assailant scenarios, tactical team training, and regular in-service training for officers.

On January 6th, 2025, the City received two bids for police reality-based training equipment, ammunition, and associated Accessories. Seventy-three (73) invitations to bid were sent to prospective bidders, and eighteen (18) of those prospective bidders downloaded the bid specifications. Kiesler Police Supply provided the only comprehensive bid for all requested items. The tabulation is provided as an attachment to this report.

This purchase aligns with the Police Department’s goals and objectives, specifically goal number three (3): "Enhance personnel development and service levels through increased training, special assignments, as well as recruitment and retention." The use of grant funding for this project affirms our commitment to careful stewardship.

TABULATION:

Estimated Quantity	Item Description -Purchase	Michigan Police Equipment Co.			Keisler Police Supply, Inc.		
		Meets Specs.	Unit Price	Total Price for Estimated Quantity	Meets Specs.	Unit Price	Total Price for Estimated Quantity
24	GLOCK 45T MOS GEN5 9MM UTM TRAINING PISTOL FRONT SERRATIONS, FIXED SIGHTS, 5.5LB	X	\$454.00	\$10,896.00	X	\$454.00	\$10,896.00
24	HOLOSUN 509 PISTOL SERIES, TITANIUM, MINIATURE 1 ENCLOSED REFLEX, GREEN MULTI-RETICLE, SOLAR, SHAKE AWAKE	X	\$362.00	\$8,688.00	X	\$370.00	\$8,880.00
24	C&H PRECISION V4 MIL/LEO ADAPTER HOLOSUN 509T, STEEL, (FITS GLOCK MOS)	X	\$60.00	\$1,440.00	X	\$55.50	\$1,332.00
24	STREAMLIGHT TLR-7X MULTI-FUEL TACTICAL WEAPON LIGHT 500 LUMENS, 5,000 CANDELA, AMBI HIGH/LOW PADDLE SWITCHES, BLACK, INCLUDES KEY KIT & CR123A LITHIUM BATTERY MULTI-FUEL: WILL ACCEPT CR123A BATTERY OR SL-BP RECHARGEABLE BATTERY	X	\$113.85	\$2,732.40	X	\$115.38	\$2,769.12
18	UTM AR-15 5.56 MMR/BLANK KIT ** NO MAGS INCLUDED ** CAN ONLY SHOOT UTM "MMR" ROUNDS	No Bid	No Bid	No Bid	X	\$425.00	\$7,650.00
50	UTM AR-15 UNIVERSAL BLUE MAGAZINE	No Bid	No Bid	No Bid	X	\$23.00	\$1,150.00
10	UTM 9MM MAN MARKING ROUNDS, RED, PISTOL COMPATIBLE ONLY, (MMR CONVERSION REQUIRED) 1000RDS/CASE, 50RDS/BOX	No Bid	No Bid	No Bid	X	\$720.00	\$7,200.00
10	UTM 5.56 MAN MARKING ROUNDS, RED 900RDS/CASE, 30RDS/BOX	No Bid	No Bid	No Bid	X	\$900.00	\$9,000.00

BUDGET IMPACT:

This purchase is fully funded through the Michigan Commission on Law Enforcement Standards' continuing professional education funds, allocated to agencies specifically for departmental training purposes.

Funds are budgeted in the 205-301.32000.956.005.

The attached Budget Amendment is required.

Attachments:

Contract

Quotation

Budget Amendment



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
WYOMING POLICE DEPARTMENT
2300 DEHOOP AVE SW
WYOMING, MI 49509

Ship-to Address
WYOMING POLICE DEPARTMENT
ATTN: LT. ANDREW KOELLER/PH: 616-249-3441
2300 DEHOOP AVE SW
WYOMING, MI 49509

Your Reference
Bill-to Customer No. L69857
Tax Registration No.

No. Q156738
Document Date December 17, 2024
Due Date January 16, 2025
Payment Terms
Payment Method
Tax Identification Type Legal Entity
Shipment Method Standard
Koeller, Andrew <andrew.koeller@wyomingmi.gov>
616-249-3441

Salesperson BEKAH STAFFORD
Email
Home Page
Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	STATE OF MICHIGAN CONTRACT PRICING FOR 69424 ONLY	1	EACH	0.00	0.00
GLOCUA455ST202M OSUTM	GLOCK 45TMO5 GEN5 9MM UTM TRAINING PISTOL FRONT SERRATIONS, FIXED SIGHTS, 5.5LB RCOEE	24	EACH	454.00	10,896.00
HOLOHE509T-GR-X2 -LEM	HOLOSUN 509 PISTOL SERIES, TITANIUM, MINIATURE ENCLOSED REFLEX, GREEN MULTI-RETICLE, SOLAR, SHAKE AWAKE AAKHM	24	EACH	370.00	8,880.00
CHGL-509T-ST	C&H PRECISION V4 MIL/LEO ADAPTER HOLOSUN 509T, STEEL, (FITS GLOCK MOS) ROHC	24	EACH	55.50	1,332.00
STRE69424	STREAMLIGHT TLR-7X MULTI-FUEL TACTICAL WEAPON LIGHT, 500 LUMENS, 5,000 CANDELA, AMBI HIGH/LOW PADDLE SWITCHES, BLACK, INCLUDES KEY KIT & CR123A LITHIUM BATTERY MULTI-FUEL: WILL ACCEPT CR123A BATTERY OR SL-BP RECHARGEABLE BATTERY 6 PER MASTER PACK, PRICED INDIVIDUALLY CEAL-MI	24	EACH	115.38	2,769.12
UTM01-3900	UTM AR-15 5.56 MMR/BLANK KIT ** NO MAGS INCLUDED ** CAN ONLY SHOOT UTM "MMR" ROUNDS. AAHKE	18	EACH	425.00	7,650.00
UTM02-2849	UTM AR-15 UNIVERSAL BLUE MAGAZINE	50	EACH	23.00	1,150.00



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	COME				
UTM01-0976	UTM 9MM MAN MARKING ROUNDS, RED, PISTOL COMPATIBLE ONLY, (MMR CONVERSION REQUIRED) 1000RDS/CASE, 50RDS/BOX TAEED	10	CASE	720.00	7,200.00
UTM01-0971	UTM 5.56 MAN MARKING ROUNDS, RED 900RDS/CASE, 30RDS/BOX HOAEE	10	CASE	900.00	9,000.00
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			48,877.12	
			Subtotal		48,877.12
			Total Tax		0.00
			Total \$ Incl. Tax		48,877.12
			Tax Amount		0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

CITY OF
WYOMING

POLICE REALITY-BASED TRAINING EQUIPMENT, TRAINING AMMUNITION, AND ASSOCIATED ACCESSORIES
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: Kiesler Police Supply Inc.
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2802 Sable Mill Road
[Supplier's street address]
Jeffersonville, IN 47130
[Supplier's city, state & zip]

Effective Date means: Jan. 1, 2025

"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

Contractor: Kiesler Police Supply Inc

By: _____
Kent Vanderwood, Mayor

By: Brittany A.L. Girdler
[Signature officer, director, or principal of Contractor]

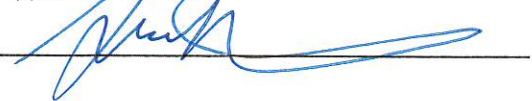
By: _____
Kelli A. VandenBerg, City Clerk

Brittany A.L. Girdler Bid Specialist
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: Jan 1, 2025

Approved as to form:



CITY OF WYOMING BUDGET AMENDMENT

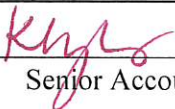
Date: January 21, 2025

Budget Amendment No. 029

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$48,878 of budgetary authority for the purchase of police training equipment and recognize the associated MCOLES 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 - Public Safety MCOLES CPE Funding				
205-543.300	\$ -	\$ 48,878.00		\$ 48,878.00
Police - Training - Other Services MCOLES CPE Funding				
205-301-32000-956.005	\$ -	\$ 48,878.00		\$ 48,878.00
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY
PURCHASE OF NETWORK SWITCHES AND TO AUTHORIZE
PAYMENT TO PEOPLE DRIVEN TECHNOLOGIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency purchase of network switches using MiDeal contract pricing.
2. It is also recommended City Council authorize payment to People Driven Technologies in the total amount of \$96,392.48.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the emergency purchase of network switches.
2. City Council authorizes payment to People Driven Technologies in the total amount of \$96,392.48.
3. 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: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: January 13, 2025
Subject: Replacement of Network Switches
From: Paul Gerndt, Director of Information Technology
Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended City Council concur with the emergency purchase of network switches, per a MiDEAL quote from People Driven Technologies in the amount of \$96,392.48.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Eight switches provide the network connection to the end-user computers, printers, and other devices located within City Hall. The switches also support connections to the Public Works facility.

Recently, the current switches have become unstable and experienced failures on two occasions, causing outages affecting most staff working in the City Hall and Public Works facilities. IT staff have put in-place temporary measures to prevent additional outages and expedited the replacement of the failing switches with a new solution.



The typical service life of network switches such as the brand and model currently used is three to six years. The current devices were put into service in 2018 and are planned for replacement this coming Spring.

Staff obtained a quote from People Driven Technologies (PDT), a trusted local vendor, for replacement of the switches.

PDT's quote includes pricing from the MiDEAL purchasing agreement, an extension of the NASPO Value Point master agreement. The contracted discount for routers, switches, other on-premises network hardware is 35% off list price.

BUDGET IMPACT:

Sufficient budget is available in the General Fund, Information Technology budget, Capital Outlay (101-228-22800-985.017) and Computer Supplies – Infrastructure (101-228-22800-740.201) accounts.

Attachment(s):

Quote



City of Wyoming

Option 1: C9300X - NVP Data Communications #AR3227
Quote # 015241 v1

January 13, 2025



Option 1: C9300X - NVP Data Communications #AR3227

Prepared by:

East Michigan

Bill Fedak
248-567-3027
fedakb@peopledriven.com
Todd Steichen
steichent@peopledriven.com

Prepared for:

City of Wyoming

Todd Curran
currant@wyomingmi.gov

Quote Information:

Quote #: 015241

Version: 1
Delivery Date: 01/13/2025
Expiration Date: 02/14/2025

Hardware

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
2	C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	\$17,660.36	\$7,947.16	\$15,894.32	55.00%
2	CON-SNT-C9300UX4	SNTC-8X5XNBD Catalyst 9300 48-port mGig UPoE+, Networ - 36 months	\$3,450.00	\$2,691.00	\$5,382.00	22.00%
2	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	\$0.00	0.00%
2	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$596.17	\$1,192.34	55.00%
2	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00	0.00%
2	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00	0.00%
2	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$2,247.48	\$1,011.37	\$2,022.74	55.00%
4	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
2	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	\$0.00	0.00%
2	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00	0.00%
2	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
2	C9300X-NM-2C	Catalyst 9300 2 x 40G/100G Network Module QSFP +/-QSFP28	\$3,016.36	\$1,357.36	\$2,714.72	55.00%



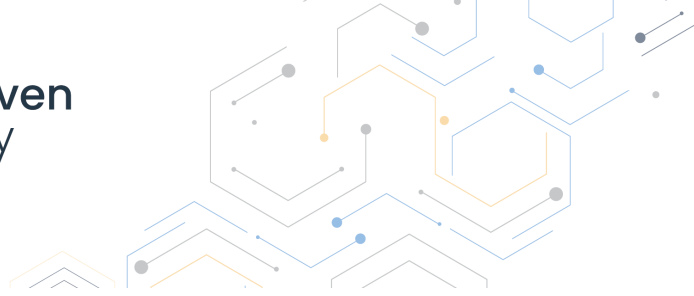
Hardware

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%
2	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	\$0.00	\$0.00	0.00%
2	STACK-T1-1M	1M Type 1 Stacking Cable	\$236.58	\$106.46	\$212.92	55.00%
2	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$118.29	\$53.23	\$106.46	55.00%
4	C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	\$17,660.36	\$7,947.16	\$31,788.64	55.00%
4	CON-SNT-C9300UX4	SNTC-8X5XNBD Catalyst 9300 48-port mGig UPoE+, Networ - 36 months	\$3,450.00	\$2,691.00	\$10,764.00	22.00%
4	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	\$0.00	0.00%
4	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$596.17	\$2,384.68	55.00%
4	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00	0.00%
4	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00	0.00%
4	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$2,247.48	\$1,011.37	\$4,045.48	55.00%
8	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
4	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	\$0.00	0.00%
4	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00	0.00%
4	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
4	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%
4	C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+ /SFP28	\$3,016.36	\$1,357.36	\$5,429.44	55.00%



Hardware

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
4	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	\$0.00	\$0.00	0.00%
4	STACK-T1-1M	1M Type 1 Stacking Cable	\$236.58	\$106.46	\$425.84	55.00%
4	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$118.29	\$53.23	\$212.92	55.00%
1	C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	\$17,660.36	\$7,947.16	\$7,947.16	55.00%
1	CON-SNT-C9300UX4	SNTC-8X5XNBD Catalyst 9300 48-port mGig UPoE+, Networ - 36 months	\$3,450.00	\$2,691.00	\$2,691.00	22.00%
1	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	\$0.00	0.00%
1	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$596.17	\$596.17	55.00%
1	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00	0.00%
1	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00	0.00%
1	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$2,247.48	\$1,011.37	\$1,011.37	55.00%
2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
1	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	\$0.00	0.00%
1	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00	0.00%
1	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%
1	C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+ /SFP28	\$3,016.36	\$1,357.36	\$1,357.36	55.00%
1	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	\$0.00	\$0.00	0.00%



Hardware

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
1	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$118.29	\$53.23	\$53.23	55.00%
1	STACK-T1-3M	3M Type 1 Stacking Cable	\$354.87	\$159.69	\$159.69	55.00%

Subtotal: \$96,392.48



Option 1: C9300X - NVP Data Communications #AR3227

Ship To:

City of Wyoming

1155 28th St. SW
todd.curran@wyomingmi.gov
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Bill To:

City of Wyoming

Accounts Payable
PO Box 905
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Quote Information:

Quote #: 015241

Version: 1
Delivery Date: 01/13/2025
Expiration Date: 02/14/2025

Quote Summary

Description	Amount
Hardware	\$96,392.48
Total:	\$96,392.48

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

Signature: _____
Name: Bill Fedak
Title: Account Executive
Date: 01/13/2025

City of Wyoming

Signature: _____
Name: _____
Date: _____

Approved as to form:



 Heather Chapman, Deputy City Attorney

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.
- 2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.
- 3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.
- 4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.
- 5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.
- 6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
- 7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.
- 8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.
- 9. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.
- 10. SPECIAL NOTICE:** Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AMENDMENT TO THE
AUTOMOTIVE BODY REPAIR SERVICES CONTRACT

WHEREAS:

1. On November 7, 2022, City Council adopted Resolution number 27507 accepting a proposal to extend Auto Body Xperts 2021 awarded bid prices through December 1, 2023.
2. On November 20, 2023, City Council adopted Resolution number 27907 accepting a proposal to extend the 2021 bid prices with a slight increase through December 1, 2024.
3. As detailed in the attached staff report, Auto Body Xperts has provided the City with a contract amendment to extend their current pricing through January 1, 2026.
4. It is estimated the City will spend \$55,000 for automotive body repair services.
5. It is recommended City Council accept the contract amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a contract amendment from Auto Body Xperts for automotive body repair services.
2. City Council authorizes the City Manager to sign the contract amendment.

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: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment

Resolution No. _____

Staff Report

Date: January 2, 2025
Subject: Automotive Body Repair – Bid Extension
From: Don Roest, Fleet Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council extend the bid for automotive body repair to Auto Body Xperts for the prices shown on the attached and authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming operates a fleet of approximately 300 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident, and the damage sustained by the vehicles needs to be repaired. Accident damage typically requires unique skills, special tools and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repair to an outside contractor.

Auto Body Xperts has again provided prompt, quality service throughout this past year, and has agreed to extend their pricing for another year with no increase. The attached letter indicates their hourly rates through January 1, 2026. It is estimated that the city will spend approximately \$55,000 for automotive repair services.

BUDGET IMPACT:

Sufficient funds have been budgeted in the appropriate Motor Pool accounts.

Attachment(s):
Auto Body Xperts Contract

CITY OF WYOMING

CONTRACT AMENDMENT

Auto Body Xperts

This Contract Amendment is to the Auto Body Repair Contract made as of October 12, 2021 (Effective Date) between the City of Wyoming (City) and Auto Body Xperts. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Auto Body Repair Contract. (Added Services).
- B. Contractor submitted a proposal 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: _____, 2025

Approved as to form:

Heather Chapman, Deputy City Attorney

Auto Body Xperts

By: _____
(Signature of an Attorney or Licensed Professional)
ABEZA
(Typed/Printed Name & Title of Person Signing for Professional)

Date signed: 1/10, 2025

EXHIBIT A
PROPOSAL

AUTO BODY Xperts

Good afternoon,

We would be happy to honor our agreed price for the City of Wyoming per our contract with rates at

Body/paint \$45.00 and materials at \$35.00

We enjoy our relationship with the city.

Any questions please feel free to contact us

Thank you

Mandy Beroza

Auto Body Xperts

3483 Highland dr

Hudsonville, MI 49426

aberoza@hudsonvillebodyshop.com

616-669-6692

AUTO BODY REPAIR CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 805, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the Auto Body Repair contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of October 12, 2021 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means:

Auto Body Experts - Hudsonville
LEGAL NAME OF COMPANY

HBS
FEDERAL TAX ID NO. OR EIN (IF APPLICABLE)

Colligan - Michigan
NAME OF MUNICIPALITY AND STATE AS APPLICABLE

3483 Highland dr
STREET ADDRESS

Hudsonville MI 49426
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. No terms and conditions apply other than those expressly and fully stated in the Contract Documents. 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: _____
 Jack A. Pohl, Mayor


By: _____
 Kell A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

 Scott G. Smith, City Attorney

Contractor

By: 
 Signature for Contractor

Amanda Berzga
 Printed Name & Title of Person Signing

Date signed: 10/6/21

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENTS TO THE
CITY VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR CONTRACTS

WHEREAS:

1. On April 1, 2024, City Council adopted Resolution number 28008 authorizing vehicle maintenance and repair services from Kleyn Mobile Repair, LLC and K&R Truck Sales, Inc. d/b/a West Michigan Mobile Mechanic.
2. As detailed in the attached staff report, an increase in the authorized not-to-exceed amounts are needed.
3. It is recommended City Council accept a contract amendment with Kleyn Mobile Repair LLC in the amount of \$50,000.
4. It is recommended City Council accept a contract amendment with K&R Truck Sales, Inc. d/b/a West Michigan Mobile Mechanic in the amount of \$20,000.
5. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a contract amendment from Kleyn Mobile Repair LLC.
2. City Council accepts a contract amendment from K&R Truck Sales Inc. d/b/a West Michigan Mobile Mechanic.
3. City Council authorizes the City Manager to sign the contract amendment with Kleyn Mobile Repair LLC.
4. City Council authorizes the City Manager to sign the contract amendment with K&R Truck Sales, Inc. d/b/a West Michigan Mobile Mechanic.
5. City Council approves the attached budget amendment.

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: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendments (2)

Budget Amendment

Resolution No. _____

STAFF REPORT

Date: January 7, 2025

Subject: Amendments to City Vehicle and Equipment Maintenance and Repair Service Contracts

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

CC: Myron Erickson, Director of Public Works

Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council authorize contract amendments with Kleyn Mobile Repair, LLC and K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic) by increasing the authorized not-to-exceed amounts and approve an associated budget amendment.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Proper, timely maintenance and repair of City vehicles and equipment is necessary to ensure that City functions can be performed in a safe and effective manner. In order to maintain a high level of service to the various departments that the Fleet Services Division supports, outsourced repair work is sometimes necessary.

On April 1, 2024, City Council authorized vehicle maintenance and repair services from Kleyn Mobile Repair, LLC and K&R Truck Sales, Inc. via resolution number 28008. This was necessary due to staffing constraints and was the first time the City had contracted out services of this type and magnitude. At that time, it was estimated that yearly contract pricing would not need to exceed \$120,000 and \$40,000 with Kleyn Mobile Repair and K&R Truck Sales, respectively. However, the actual amounts needed have proven higher than estimated, so contract amendments are necessary. An increase in the amount of \$50,000 is needed for our contract with Kleyn Mobile Repair, and an increase in the amount of \$20,000 is needed for our contract with K&R Truck Sales, for a total amount of \$70,000.

Various vehicle maintenance and repair contracts are set to expire in April, 2025. At that time, costs and estimated amounts will be reevaluated.

BUDGET IMPACT:

Pending approval of the attached budget amendment, sufficient funds are available in the Motor Pool, Equipment Operations, Repairs and Maintenance account: 661-441-58200-930.000.

ATTACHMENTS:

Contracts
Budget Amendment

CITY OF WYOMING

CONTRACT AMENDMENT

Kleyn Mobile Repair LLC

This Contract Amendment is to City Standard Contract (Exhibit A) made as of April 2, 2024 (Effective Date) between the City of Wyoming (City) and Kleyn Mobile Repair LLC. (Contractor)

RECITALS

A. City wishes to add an additional \$50,000 to the "not to exceed" amount of this contract. The new "not to exceed" amount is \$170,000.

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 Work for the compensation stated in the Proposal.
2. All other terms of the City Standard 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: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Kleyn Mobile Repair LLC

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

Joseph Kleyn

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

Date signed: 01/08, 2025

EXHIBIT A
CONTRACT

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:

Kleyn Mobile Repair LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6680 Wilshere Dr
[Contractor's street address]
Jenison, MI 49428
[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: April 2, 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, which is the Contract Amendment – Extension from the City of Grand Rapids. The Proposal will be using the same pricing for the City of Wyoming beginning with Year 2.

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:

This contract will begin using "Year 2" pricing. This contract is not to exceed \$120,000. This contract ends April 30, 2026

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Kleyn Mobile Repair LLC

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 20, 2024

Date signed: _____, 20__

Approved as to form:

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

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

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

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

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

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

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification and <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**

Company Name:	Kleyn Mobile Repair llc	Contact Name:	Joseph Kleyn
Company Phone #:	616-209-7007	Contact Phone:	616-209-7007
Company Fax #:	616-209-7008	Contact E-mail:	joe@kleynmobile.com
Company Address:	6680 Wilshere Dr, Jenison, Mi, 49428		
Website Address	kleynmobile.com	Federal Taxpayer ID #:	26-0662145

Extension – Year 4, Effective Dates: 5/19/2023 through 5/18/2024

ITEM #		YEAR 1	YEAR 2	YEAR 3
Section I – General Preventive Maintenance and Repairs				
1.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
2.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
3.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
4.	% Material Costs: Percentage to be added to invoice for OEM materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section II – Engine Repair				
5.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
6.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
7.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
8.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section III – Mobile Repairs				
9.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 am through 4:30 pm.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
10.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
11.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
12.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
State Mobilization Charge, if any: _____ Specify if there is a minimum billing charge for Mobile Repairs: _____				
Section IV – Pick Up and Delivery				
13.	1 Each Complete round trip charge for transportation of equipment for service.	\$0/Ea.	\$0/Ea.	\$0/Ea.

Contractor: _____

QUESTIONNAIRE

Specify the names and certifications of persons that shall be assigned for the services proposed herein:

Name	Certifications
Brandon Haverdink	Master EVT, State and ASE
Jared Wesorick	EVT, and State
Luke Bruinsma	EVT and State
Paul Edwards	EVT and State

Copies of all licenses/certifications are included with the bid response? Yes No

Security and Protection of the City's Equipment

The City requires that equipment in for repair be in a secure area at all times. Can you comply? Yes No
If no, please explain in detail:

The City requires that GRFD fire apparatus equipment shall be provided with indoor storage during the entire time the unit is in for service (i.e., pre-service, during service, and post service). Can you comply? Yes No
If no, please explain in detail:

Equipment Maintenance Downtime:

The City desires that each preventive maintenance service shall be completed in three business days or less. Can you comply? Yes No
If no, please explain in detail:

The City may desire 48- hour emergency/rush priority services and turnaround time, when designated by the City's Project Manager, at the prices contained on the bid form herein. Can you comply? Yes No
If no, please explain in detail including any additional charges:

Specify what priority shall be given to the City of Grand Rapids mechanical service projects on a scale of 1 - 10, 1 being fastest service priority over other mechanical service jobs: 1.

Do you provide 24-hour 7 days a week emergency service? Yes No .

Specify any additional costs associated with an emergency service request:

Contractor: _____

CITY OF WYOMING

CONTRACT AMENDMENT

K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

This Contract Amendment is to City Standard Contract (Exhibit A) made as of April 2, 2024 (Effective Date) between the City of Wyoming (City) and K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic. (Contractor)

RECITALS

A. City wishes to add an additional \$20,000 to the "not to exceed" amount of this contract. The new "not to exceed" amount is \$40,000.

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 Work for the compensation stated in the Proposal.
2. All other terms of the City Standard 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: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

By: 

[Signature officer, director or principal of Professional]
Justin Diekevers
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Jan 8, 2025

EXHIBIT A
CONTRACT

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: K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2051 Burlingame SW
(Contractor's street address)
Wyoming, MI 49509
(Contractor's city, state & zip)

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

Effective Date means: April 2, 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 in the Proposal.

TERMS AND CONDITIONS

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

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

This contract ends April 30, 2025. This contract is not to exceed \$20,000.

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

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

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

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

City of Wyoming

Contractor: K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: March 21, 2024

Date signed: _____, 20__

Approved as to form:

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/section-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)(ii) (<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 for Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

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

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

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

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

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

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

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

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



Grand Rapids
616-241-4656

Holland
616-392-8377

Kalamazoo
269-345-2183

Lansing
517-487-5908

Muskegon
231-733-2157

WEST MICHIGAN
MOTOR AIRCRAFT

Don,

It was a pleasure to meet with you and discuss our future opportunities with the City of Wyoming. We look forward to assisting you in your repair needs. As we talked about, we are equipped to handle most repairs in-house here or we can come to your shop. These include but are not limited to, brakes, tires (coming soon), suspension, steering, transmission replacements, clutch replacements, drivelines, A/C repair, Dot inspections, hydraulic repairs, electrical and more. We can perform repairs on all makes. What we cannot do here, we can shuttle to our other locations for needed repairs. We offer pick up and drop off of units for repair if needed. We do have you already set up in our system to mirror the pricing on parts you receive from WMI, National Fleet parts pricing. Our service pricing is as follows. If you have any questions, please feel free to call me or email me at any time. Again, we look forward to working with you.

In shop

\$135.00/hour

On Site

\$175.00/hour

\$2.50/mile

After Hours

\$185.00/hour

\$2.50/mile

\$85.00 after hours fee

CITY OF WYOMING BUDGET AMENDMENT


Date: January 21, 2025

Budget Amendment No. 028

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$70,000 of budgetary authority to provide the necessary funds for outsourcing of maintenance and repair of fleet vehicles and equipment.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool</u>				
Public Works - Equipment Operations - Repairs and Maintenance				
661-441-58200-930.000	\$ 350,000.00	\$ 70,000.00	\$ -	\$ 420,000.00
Fund Balance/Working Capital (Fund 661)		<u>\$ -</u>	<u>\$ 70,000.00</u>	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
MISCELLANEOUS REPAIR AND OPERATING (MRO) SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of MRO supplies from W.W. Grainger, Inc. using the State of Michigan NASPO ValuePoint contract pricing through August 31, 2026.
2. It is estimated the City will spend approximately \$40,000 on MRO supplies for the utility plants and public works.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of MRO supplies from W.W. Grainger, Inc.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: December 23, 2024
Subject: Purchase of MRO Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended the City Council authorize the purchase of MRO supplies from W.W. Grainger, Inc. using the State of Michigan NASPO ValuePoint contract #250000000128 which provides discounted pricing for supplies through August 31, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The utility plants and public works have a continuing need to purchase miscellaneous repair and operating (MRO) supplies essential for daily operations. To ensure compliance with City purchasing policies and to maximize cost savings, it is recommended the utility plants and public works utilize the State of Michigan NASPO ValuePoint contract #250000000128. This contract provides access to competitive volume discount pricing through Grainger, a trusted supplier.

Grainger is a leading distributor of industrial and safety supplies, offering an extensive inventory of over 1.5 million products available online. Known for their reliable product support, Grainger also provides free shipping and next-day delivery on most orders, making them an efficient and cost-effective supplier for our MRO needs.

Annual MRO supply expenditures for utility plants and public works are estimated at approximately \$40,000. Leveraging the State of Michigan NASPO ValuePoint contract guarantees significant discounts on a wide range of MRO supplies, thus optimizing our budget and ensuring fiscal responsibility. Additionally, Grainger's timely delivery helps to ensure uninterrupted operations for utility plants and public works.

State of Michigan NASPO ValuePoint Contract #250000000128	
Category	Discount
Janitorial Equipment & Supplies	17%
Fasteners	34%
Material Handling	10%
Plumbing Equipment	20%
Power Sources	18%
Landscape and Outdoor Supplies and Equipment	13%
Lamps, Lighting, Ballasts	22%
Heating, Ventilation, Air Conditioning (HVAC)	16%
Hand Tools	12%
Power Tools	10%
Electrical Supplies and Equipment	23%
Paint and Related Supplies	13%
Security	17%
Safety	19%
Other	5%

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in various utility plant and public works accounts including 591-537-55300-775.000, 590-536-54300-775.000, and 661-441-58200-775.000.

RESOLUTION NO. _____

RESOLUTION TO CONCUR AND AUTHORIZE
THE PURCHASE OF INTAKE FILTERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the purchase of intake filters from APG, Inc. at the Clean Water Plant.
2. It is also recommended City Council authorize the purchase of additional intake filters in the total amount not to exceed \$30,000 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs and authorizes the purchase of additional intake filters from APG, Inc.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: January 7, 2025
Subject: APG Blower Filters Purchase Order
From: Jon Burke, CWP Superintendent
CC: Myron Erickson, Director of Public Works
Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of intake filters for the new APG blowers at the Clean Water Plant, at a cost not to exceed \$30,000.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Clean Water Plant is currently going through the installation phase of the new blowers for the aeration basins. Like the old blowers, the new blowers will draw air in from housing assemblies that will be located on the roof of the building. We estimate that these filters could last as long as six months, but that life span could be impacted by any dust or debris that might be drawn into the system such as pollen or concrete dust from the neighboring concrete recycling business. In the first four months of operation, we have already seen an impact on filter life from the neighbor's concrete dust, which caused us to change the size of the internal filters. This change will be carried over and used on the permanent installation of the roof assemblies this summer.

During the construction phase of the project, one of the new blowers needs to draw air from inside the building. The changes to the building and removal of the old blower equipment have also created some issues with construction dust. The contractor is making every effort to minimize the impact, but it has still resulted in more frequent changes than we planned.

We have filters on hand, but we have also exhausted our \$7,500 purchase order with APG, the manufacturer, and need approval for additional funds to cover the remainder of the fiscal year. A not to exceed \$30,000 is being requested for the remainder of FY25, so that we have enough protection for the new equipment during the construction. During that time, future needs will be assessed, and a new request will follow for FY26. We will also be negotiating with the contractor for a potential credit on the project cost to cover some of the additional filters.

BUDGET IMPACT:

Funds are available in the Sewer Fund Maintenance Account, 590-536-54300-775.000.



Quotation

Log Number AM-2024-4161-0
 Created Date 12/23/2024
 Last Modified Date 12/23/2024, 4:58 PM

Delivery address:

City of Wyoming, MI - Clean Water facility
 David Bartz
 2350 Ivanrest Ave SW
 Grandville, MI 49418
 USA
 616-261-3574
 dave.bartz@wyomingmi.gov

Invoice address:

City of Wyoming, MI - Clean Water facility
 2350 Ivanrest Avenue Southwest
 Grandville, MI 49418
 USA

Project Description

Project Name: City of Wyoming, MI - Clean Water facility
Project Number: 23-0031; 23-0034
Models: 1 x N23-NX700DS-0011

Item	Quantity	Product Description	Discount (Percentage)	Product Code	Details	Sales Price	Total Price
1	2.00	Front filter 4 micron: 598 x 598 x 35 mm	10.00%	MTN00000-0182.0	10% discount as per AMMSP Replacement for P/N MTN00000-0060.0	USD 265.00	USD 477.00
2	4.00	Rear filter 4 micron w/ velcro (1053 x 753 x 35 mm)	10.00%	SRV00014-0010.0	10% discount as per AMMSP P/N: TBD	USD 448.00	USD 1,612.80
3	20.00	Front pre-filter: 609 x 609 x 25 mm	10.00%	MTN00000-0153.0	10% discount as per AMMSP	USD 16.25	USD 292.50
4	40.00	Rear pre-filter: 762 x 1066 x 25 mm	10.00%	MTN00000-0154.0	10% discount as per AMMSP	USD 23.75	USD 855.00
5	1.00	Shipping Estimate		SRV00012-0002.0	To be adjusted on final invoice	USD 250.00	USD 250.00

Subtotal USD 3,847.00
 Total Price USD 3,487.30
 Grand Total USD 3,487.30

Price does not include applicable taxes

Quote Prepared By
 Zhumin Jin
 Aftermarket Coordinator

Expiration Date
 1/24/2025

- Payment method: CK, Wire transfer, Credit card
- Payment: Net 30 Days
- Shipping: PPA

Thank you for choosing APG-Neuros!



Quotation

Log Number AM-2024-4161-0
Created Date 12/23/2024
Last Modified Date 12/23/2024, 4:58 PM

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A SERVICE AGREEMENT FOR THE
INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES)

WHEREAS:

1. As detailed in the attached staff report, Shimadzu Scientific Instruments, Inc. has provided the City with a service agreement for the ICP-OES at a cost of \$7,190 per year.
2. It is recommended City Council accept a 3-year service agreement in the total amount of \$21,570.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a service agreement from Shimadzu Scientific Instruments, Inc.
2. City Council authorizes the City Manager to accept future agreements in accordance with budget authorization.
3. City Council authorizes the City Manager to sign the service 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: January 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Service Agreement

Resolution No. _____

Staff Report

Date: December 19, 2024

Subject: Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) Service Plan

From: Peter Minnich, Laboratory Services Manager

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 21, 2025

RECOMMENDATION:

It is recommended that the City Council enter into a 3-year service plan for the new inductively coupled plasma optical emission spectrometer (ICP-OES) as outlined in the attached proposal from Shimadzu Scientific Instruments, Inc, with an annual cost of \$7,190.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Clean Water Plant laboratory utilizes an inductively coupled plasma optical emission spectrometer (ICP-OES), which is an advanced instrument for the analysis of trace metals.

With Council Resolution No. 28252 the Council approved an award of bid to DHE Plumbing and Mechanical for the Clean Water Plant laboratory fume hood replacement project. This project is taking place in the same part of the laboratory where the ICP-OES is located, which means it will have to be moved several times over the course of construction. Instruments that utilize very sensitive optical technology, such as an ICP-OES, are exquisitely sensitive to being physically moved or disrupted for any reason. We are therefore anticipating that the instrument will need to be at the very least recalibrated and at worst serviced or repaired once the construction of the fume hoods is complete and the instrument is permanently relocated and reinstalled.

The manufacturer of the ICP-OES, Shimadzu Scientific Instruments, Inc., offers an extended yearly service agreement at an annual cost of \$12,640.00. The 3-year service plan provides significant cost savings by bringing the annual cost to \$7,190.00 for a total of \$21,570.00. It is recommended that City Council approve a 3-year service contract with Shimadzu Scientific Instruments, Inc. to extend the current coverage on the recently purchased Shimadzu ICPE-9820 Dual View Simultaneous Emission Spectrometer through the laboratory fume hood replacement and exhaust project.

BUDGET IMPACT:

Funds for this project are budgeted for, and adequate funds exist in the Sewer Fund account 590-536-54310-930.000

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
1811 Centre Point Circle
Suite 115
Naperville, IL 60563
Phone: 630-916-6286 Fax: 630-231-3477

SA NUMBER 0000130103
Customer Number S0000963
Type Quote

Location of Equipment

City of Wyoming
2350 Ivanrest Ave SW
Clean Water Plant
Wyoming, MI 49418-3402

Contact: Peter J Minnich

Phone:

Billing Address

City of Wyoming
2350 Ivanrest Ave SW
Wyoming, MI 49418-3402

S0000963

<u>Model</u>	<u>Serial Number</u>	<u>Coverage Plan</u>	<u>Coverage Price</u>
ICPE-9820 Dual View Simultaneous Emission Spectrometer	B42046101605	3 YEAR VALUE PLAN	\$19,200.00
CETAC ASX-560 Autosampler for ICP or ICPMS, 4 X 60 X 14 mL		3 YEAR VALUE PLAN	\$1,035.00
Cooling Water Circulator for ICPE-9800, ICPMS-2030		3 YEAR VALUE PLAN	\$720.00
Contract Travel - Local		Travel Zone B (101-150 miles)	\$1,350.00
		SUBTOTAL:	\$22,305.00
		DISCOUNT:	\$735.00
		TOTAL PRICE:	\$21,570.00

(NSAS) Shimadzu Contact_Mandy Maggiora_NSAS@shimadzu.com

Option VII_Three Year Value Plan (3YVP)

Please see our terms and conditions document for details regarding your coverage option.

This agreement is for a 36 month effective period.

****SINGLE INVOICE****

Upon approval please forward a signed copy of your agreement quotation with a copy of your purchase order directly to: NSAS@shimadzu.com.

IN0013112

Customer Contact_Peter J Minnich_616-261-3593_peter.minnich@wyomingmi.gov

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
1811 Centre Point Circle
Suite 115
Naperville, IL 60563
Phone: 630-916-6286 Fax: 630-231-3477

SA NUMBER 0000130103
Customer Number S0000963
Type Quote

PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE QUOTATION DATE

REGION	EFFECTIVE DATES	Purchase Order:
25NCN	6/17/2024 - 6/16/2027	

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.		CUSTOMER	
SUBMITTED BY:	<u>Tonya Rowe</u>	APPROVED BY:	_____
DATE SUBMITTED:	<u>01/07/25</u>	TITLE:	_____
AUTHORIZED BY:	<u>Tonya Rowe</u>	DATE APPROVED	_____
DATE AUTHORIZED:	<u>01/07/25</u>		

NOTE: Please sign and return this quote with hard copy of the Purchase Order for processing.

The description of the terms & conditions are provided on the attached sheets. Through signature and/or purchase order, buyer agrees to comply with these terms & conditions

Approved as to form:


Scott G. Smith, City Attorney

STAFF REPORT

Date: December 16, 2024
Subject: Ordinance Amendment to Chapters 50 and 54
From: Scott Smith, City Attorney
Heather Chapman, Deputy City Attorney
Meeting Date: December 16, 2024 – First Reading
January 6, 2025 – Adoption

RECOMMENDATION:

It is recommended City Council adopt two Ordinances, one to amend City Code sections 50-62, 50-63, 50-112, 50-118, 50-170, and the other Ordinance to amend City Code sections 54-4, and 54-6.

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:

The proposed changes update definitions and other terminology and make the provisions consistent with recent court decisions.

BUDGET IMPACT

These ordinance amendments will have no budgetary impact.

ORDINANCE NO. 1-25

ORDINANCE TO AMEND CITY CODE SECTIONS 50-62, 50-63, 50-112, 50-118, AND
50-170

THE CITY OF WYOMING ORDAINS:

Section 1. Sections 50-62, 50-63, 50-112, 50-118, AND 50-170 of the Code of Ordinances, City of Wyoming, Michigan are amended to read as follows:

Sec. 50-62. Assault or assault and battery.

The assault or assault and battery of an individual is a misdemeanor punishable by imprisonment for not more than 90 days or a fine or not more than \$500 or both.

Sec. 50-63. Harassing communication.

(a) It shall be unlawful for any person or persons by the use of a telephone or other electronic communication to do or perform any of the following:

- (1) Disturb the peace, quiet, or privacy of any person or persons by repeated and continued calls intended to harass or disturb the person or persons to whom the calls or other communications are made;
- (2) Use obscene or offensive language, or suggest any lewd or lascivious act with the intent to harass or disturb any person or persons to whom the calls are made;
- (3) Attempt to extort money or anything of value from any person or persons;
or
- (4) Threaten any physical violence or harm to any person or persons.
- (5) Disturb or disrupt the normal business, charitable, government or other operations of any person or persons.

(b) For purposes of this section, *electronic communication* means the origination, emission, dissemination, transmission, or reception of data, images, signals, and sounds and includes, but is not limited to:

- (1) Electronic mail;
- (2) Internet-based communication including social media messages and posts;
- (3) Pager service communications and messages;
- (4) Electronic text message;
- (5) Cellular phone voice or written communications;
- (6) Two-way radio, CB, or other communications by radio; and
- (7) Any other communications by electronic means or media.

Sec. 50-112. Operation of vehicles on public or private property without consent of owner.

It shall be unlawful for any person to operate a motor vehicle, recreation vehicle, motorcycle, ATV, commercial quadricycle, electric bicycle, e-bike, or electric

skateboard upon any private or public property without the consent of the owner or person in charge thereof. This section shall not prevent the operation of any of such vehicles for the purpose of visiting for business or pleasure with the legal owner of the property. It does not apply to public bikeways, trails and other public places designated for use by such vehicles. Failure of a person to have first obtained consent from the owner or the person in charge of the property prior to the operation of such vehicle on the property shall be *prima facie* evidence of trespassing and of the operation of the vehicle upon the property without proper authorization.

Sec. 50-118. Entry upon public property without authorization; remaining without authority.

- (1) It shall be unlawful for any person to enter into or upon any public property or area of public property, which is not generally open to the public, without having permission of the government officer, employee or volunteer having authority to permit such person to enter into or upon such public property or area of public property.
- (2) It shall be unlawful for any person having entered into or upon any public property or area of public property, which is not generally open to the public, to refuse to leave upon request by a government officer, employee or volunteer having the authority to make such a request.
- (3) Except with the prior consent of a government officer, employee or volunteer authorized to give such consent and in accordance with the terms of any such consent, it shall be unlawful for any person:
 - (a) To sleep or camp on public sidewalks, streets, alleyways, within 50 feet of the entry of any city building.
 - (b) To sleep or camp in any city parks or any other city property between the hours of 9:00 p.m. and 8:00 a.m.
- (4) For purposes of this section, the following definitions apply:
 - (a) *Camping* means setting up or remaining in or at a campsite.
 - (b) *Campsite* means any place where bedding, sleeping bags, or other material used for bedding purposes, or a stove or other element used to heat and or cook food, is placed for the purpose of maintaining a temporary place to live.
- (5) Violation of this section is a municipal civil infraction. An initial violation shall result in a municipal civil infraction with a fine of \$50. A second offense shall result in a municipal civil infraction with a fine of \$150. Third and subsequent offenses in the same calendar year shall be misdemeanors subject to a maximum penalty or 90 days in jail, up to and including a \$500 fine. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.
- (6) Property, including vehicles, campers, trailers, or other personal property, not removed within 24 hours of the citation, may be impounded and disposed of by the city at the property owner's expense.

Sec. 50-170. - Accosting and soliciting.

- (a) The following words, terms and phrases, when used in this section, shall have the meaning provided below, except where the context clearly indicates a different meaning:
- (1) *Accosting* means approaching or speaking to a person in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon themselves, or upon property in their immediate possession.
 - (2) *Solicit* means and includes, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining donations, selling or purchasing any item, or exchanging any item.
 - (3) *Forcing oneself upon the company of another* means continuing to solicit from a person after that person has made a negative response, blocking the passage of the individual addressed, or otherwise engaging in conduct which could reasonably be construed as intended to compel or force a person to accede to demands.
- (b) It shall be unlawful for any person to accost, solicit or force oneself upon the company of another:
- (1) On private property if the owner, tenant or lawful occupant has asked the person not to on the property or has posted a sign clearly indicating that accosting, sollicitating, or otherwise forcing oneself upon others is not welcome on the property;
 - (2) Within 15 feet of the entrance to or exit from any public toilet facility;
 - (3) Within 15 feet of an automated teller machine, provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;
 - (4) Within 15 feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility;
 - (5) Within any public transportation vehicle, or within 15 feet of any bus stop, taxi stand or rapid transit stop;
 - (6) From any operator or passenger of a motor vehicle that is being operated on a public street including, without limitation, a motor vehicle stopped at an intersection; provided however, that this subsection shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle;
 - (7) From any person who is waiting in line for entry to any building, public or private, including, but not limited to, any residence, business or athletic facility;
 - (8) Within 15 feet of the entrance or exit from a building, public or private, including, but not limited to, any residence, business or athletic facility without the knowledge and consent and/or invitation of the owner or party in control of that building; or

December 16, 2024
City Attorney

- (9) Within any public right of way, or by extending any appendage or other thing into a public right-of-way, or by accepting from any person within or on a motor vehicle being operated within a public right-of-way any money or other item.
- (c) It shall be unlawful for any person to solicit by:
 - (1) Accosting another; or
 - (2) Forcing oneself upon the company of another.
- (d) Violation of this section is a municipal civil infraction. An initial violation shall result in a municipal civil infraction with a fine of \$50. A second offense shall result in a municipal civil infraction with a fine of \$150. Third and subsequent offenses within a year shall be misdemeanors subject to a maximum penalty or 90 days in jail, up to and including a \$500 fine. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.
- (e) Subsection (b) shall not apply to any acts allowed pursuant to MCL 257.676b.

Section 2. That this ordinance shall take effect on _____, 2024.

Section 3. 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. __-25
Introduced: December 16, 2024
Adopted: January 20, 2025
Effective: _____, 2025

ORDINANCE NO. 2-25

ORDINANCE TO AMEND CITY CODE SECTIONS 54-4, AND 54-6

THE CITY OF WYOMING ORDAINS:

Section 1. Sections 54-4 and 54-6 of the Code of Ordinances, City of Wyoming, Michigan are amended to read as follows:

Sec. 54-4. - Compliance with rules, regulations and directives, authority to exclude and expel.

- (1) All persons in, on or about any public property including, but not limited to, any public park, playground, swimming pool, splash pad, or other city property shall comply with, obey or follow any posted rule, regulation, or sign, and conduct themselves so as not to endanger themselves, others or damage public property unless expressly permitted by contract, the City Manager, or another city employee authorized to act on behalf of the City Manager.
- (2) Any person who refuses to comply with or obey posted rules, regulations or signs, or conducts themselves so as to endanger themselves, others or damage public property, a city employee or a city police officer shall have the authority to order such person to leave the public area or be excluded from participation in a certain activity or area of the public park, playground, swimming pool, splash pad, or other city property. These verbal expulsions and exclusions shall be for a period of no more than 10 days.
 - a. In the event that such order of expulsion or exclusion extends for any period exceeding 10 days, the order shall be a written municipal infraction by a city employee authorized to issue civil infractions.
 - b. Any person who refuses to comply with a verbal expulsion may be issued a municipal civil infraction by any city employee authorized to issue municipal civil infractions.
- (3) Written violations of this section are municipal civil infractions. An initial violation shall result in a municipal civil infraction with a fine of \$50. A second offense shall result in a municipal civil infraction with a fine of \$150. Third and subsequent offenses in the same calendar year shall be misdemeanors subject to a maximum penalty or 90 days in jail, up to and including a \$500 fine. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.

Sec. 54-6. - Closing of city parks.

- (1) All city parks shall be closed from 11:00 p.m. until 7:00 a.m. No person shall be in or upon any city park when the park is closed without specific written consent from the city specifying the time, date and number of persons who may use the park or park facilities during hours when the park is closed.
- (2) Violation of this section is a municipal civil infraction. An initial violation shall result in a municipal civil infraction with a fine of \$50. A second offense shall result in a municipal civil infraction with a fine of \$150. Third and subsequent offenses in the same calendar year shall be misdemeanors subject to a maximum penalty or 90 days in jail, up to and including a \$500 fine. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.
- (3) The city manager, upon a determine that the public health, safety or welfare of the citizens is being adversely affected, may close the parks or any part of the parks immediately by placing signs for the areas to be closed.

Section 2. That this ordinance shall take effect on _____, 2025.

Section 3. 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. __-25
Introduced: December 16, 2024
Adopted: January 20, 2025
Effective: _____, 2025

ORDINANCE NO. 3-25

ORDINANCE request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-334 “Accessory Dwelling Units”, 90-401A “Principal Permitted Uses”, 90-404A “Specific Requirements”, 90-405A “Additional Regulations”, 90-406A “Principal Permitted Units”, 90-409A “Specific Requirements”, 90-410A “Additional Regulations”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-421A “Additional Regulations”, 90-437A “Principal Permitted Uses”, 90-440A “Specific Requirements”, 90-401C “Principal Permitted Uses”, 90-405C “General Requirements”, and 90-419C “Development Standards” to allow for Accessory Dwelling Units within the ER Estate Residential, R-1, R-2, R-3, R-4, PUD-1 Low Density Planned Unit Development, and PUD-4 General Planned District zoning districts for One-Family Housing Uses.

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending 90-201 to read as follows:

Sec. 90-201 DEFINITIONS "A"

Accessible: A term used to describe a parcel of land that has frontage on, and vehicular access to, an improved public road or an improved private road that has been approved by the city.

Access management: A technique to improve traffic operations along a major roadway and decrease the potential for accidents through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

Accessory use, building, or structure: A use, building or structure which is clearly incidental to, customarily found in connection with, subordinate to, and located on the same zoning lot as the principal use to which it is related, and devoted exclusively to the main use of the premises.

Administrative approval: The city departments of building, planning, fire, assessing, public works and engineering who grant site plan approval for those development projects that do not require planning commission authorization.

Administrative review: The city departments of building, planning, fire, assessing, public works and engineering whose responsibility is to review and comment on site plan submittals prior to planning commission review.

Adult business: a business establishment catering to adults only, as defined in Article I, Section 14-2 of the City of Wyoming Code of Ordinances.

Adult care facilities:

(1) *Adult care facilities, state-licensed:* A facility for the care of adults, over 18 years of age, as licensed and regulated by the state under Michigan Public Act 218 of 1979, and rules promulgated by the state department of human services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.

(2) *Adult day care facility:* A facility other than a private residence, which provides care for more than six adults for less than a 24-hour period.

(3) *Adult foster care family home:* A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.

(4) *Adult foster care large group home:* A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and

board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks.

(5) *Adult foster care small group home*: A private home with the approved capacity to receive seven to 12 adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.

(6) *Congregate adult care facility*: A private home with the approved capacity to receive more than 20 adults.

Animals:

(1) *Domestic*: Any animal customarily kept by humans for companionship, including, but not limited to, dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.

(2) *Exotic*: Any species of animal not considered domestic or livestock, including, but not limited to, snakes, lizards and potbellied pigs.

Athletic training facility. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

Section 2. That Chapter 90, Article 3, Section 90-333 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-334 ACCESSORY DWELLING UNITS

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

(1) General Requirements:

- (a) ADUs are allowed only in single-family uses.
- (b) Any ADU that is not owner-occupied is subject to rental/housing inspections.
- (c) Short term rental of ADUs is prohibited.
- (d) No more than 1 ADU may be permitted per lot.
- (e) The minimum square footage of an ADU shall be 350 square feet, as per Sec. 90-204.
- (f) Entrances to ADUs located on the front face of the primary structure are prohibited.
- (g) ADUs must be contained entirely within or attached directly to the primary structure.
- (h) The setbacks for the ADU shall be the same as the primary structure.
- (i) The maximum square footage of the ADU shall be whichever is least:
 - (i). 850 square feet or
 - (ii). Remaining square footage allowed by maximum lot coverage.
- (j) ADUs may not have more than 1 bedroom.
- (k) There must be a dedicated, off-street parking space for each dwelling unit. An off-street parking space that is obstructed by another parking space does not meet this requirement.

Section 3. That Chapter 90, Article 4, Section 90-401A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401A PRINCIPAL PERMITTED USES

In the R-1 Residential District, the following uses shall be permitted:

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities, except public elementary, intermediate or high schools.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
- (7) Home occupations.

- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit.

Section 4. That Chapter 90, Article 4, Section 90-401C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401C SPECIFIC REQUIREMENTS

- (1) Detached single-family dwellings.
- (2) Zero-lot-line detached single-family dwellings.
- (3) Two-family dwellings.
- (4) Multiple-family dwellings, including apartments, condominiums and townhouses.
- (5) Convalescent and nursing homes.
- (6) Boardinghouses (rooming houses).
- (7) Off-street parking.
- (8) Accessory buildings and uses customarily incidental to the above principal permitted uses.
- (9) Any principal permitted use in the B-1 local business district, provided the following:
 - (a) The commercial node is located adjacent to or near the intersection of two major thoroughfares as identified in the city thoroughfare plan.
 - (b) The minimum size of the entire PUD shall be 80 acres, of which no more than ten percent or ten acres, whichever is less, may be devoted to commercial uses.
 - (c) Area and yard requirements shall meet or exceed those as listed in the B-1 local business district.
- (10) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people.
- (11) All principal permitted uses in the R-1 and R-2 districts. For mobile homes, see Section 90-329.
- (12) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334

Section 5. That Chapter 90, Article 4, Section 90-404A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-404A SPECIFIC REQUIREMENTS

- (1) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
- (2) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (3) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (4) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (5) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (6) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.

- (7) Attached garages and basements are required for all principal single-family dwellings in the R-1 district with the following exceptions, as determined by the chief building official:
- (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 6. That Chapter 90, Article 4, Section 90-405A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-405A ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Buildings. Section 90-311
- (b) Accessory Dwelling Units. Section 90-333
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Parking of recreational vehicles. Section 90-314
- (g) Commercial vehicles in residential districts. Section 90-315
- (h) Signs. Article 7
- (i) Off-street parking. Article 6

Section 7. That Chapter 90, Article 4, Section 90-405C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-405C ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Accessory Dwelling Units. Section 90-334
- (d) Fence Regulations. Section 90-312
- (e) Landscaping for non-residential uses. Section 90-328
- (f) Projections into yards. Section 90-306
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Parking of recreational vehicles. Section 90-314
- (l) Commercial vehicles in residential districts. Section 90-315
- (m) Refuse disposal. Section 90-321

Section 8. That Chapter 90, Article 4, Section 90-406A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-406A PRINCIPAL PERMITTED USES

In the R-2 Residential District, the following uses shall be permitted:

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities, except public elementary, intermediate or high schools.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not

more than six people as defined by the Michigan Family Independence Agency.

- (7) Home occupations.
- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334

Section 9. That Chapter 90, Article 4, Section 90-409A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409A SPECIFIC REQUIREMENTS

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoining by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (6) Attached garages and basements are required for all principal single-family dwellings in the R-2 Residential District with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) In R-2 Residential Districts, for subdivisions platted prior to the date of this chapter and having constructed dwelling units thereto, the minimum floor area per principal dwelling unit shall be 864 square feet.
- (8) Minimum habitable floor area per principal dwelling unit shall be 1,040 square feet in the R-2 Residential District zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
- (9) In R-2 Residential District located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 10. That Chapter 90, Article 4, Section 90-410A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-410A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Parking of recreational vehicles. Section 90-314
 - (g) Commercial vehicles in residential districts. Section 90-315
 - (h) Signs. Article 7
 - (i) Off-street parking. Article 6

Section 11. That Chapter 90, Article 4, Section 90-414A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-414A SPECIFIC REQUIREMENTS

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (6) Attached garages and basements are required for all principal single-family dwellings in the R-3 district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) For R-3 districts incorporating subdivisions platted prior to the date of this chapter, the minimum standards for duplexes are as follows: Lot width, 70 feet; lot area, 8,400 square feet; and building floor area of 720 square feet per dwelling unit.
- (8) Minimum habitable floor area per principal dwelling unit shall be 900 square feet in the R-3 residential district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.

Section 12. That Chapter 90, Article 4, Section 90-415A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-415A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Parking of recreational vehicles. Section 90-314
 - (g) Commercial vehicles in residential districts. Section 90-315
 - (h) Signs. Article 7
 - (i) Off-street parking. Article 6

Section 13. That Chapter 90, Article 4, Section 90-421A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-421A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Parking of recreational vehicles. Section 90-314
 - (g) Commercial vehicles in residential districts. Section 90-315
 - (h) Signs. Article 7
 - (i) Off-street parking. Article 6

Section 14. That Chapter 90, Article 4, Section 90-437A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-437A PRINCIPAL PERMITTED USES

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
- (7) Home occupations.
- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334

Section 15. That Chapter 90, Article 4, Section 90-440A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-440A SPECIFIC REQUIREMENTS

- (1) In the ER estate residential district, for subdivisions with a minimum of five lots platted subsequent to the effective date of the section, all the minimum requirements of Section 90-403A that apply to the R-1 district may be substituted for those of the ER district, provided the appropriate piping and related facilities for water and sewer systems are supplied by the developer for the plat and approved by the engineering department. Internal streets which meet city requirements shall be constructed for access to the lots. If hookups to the city water or sanitary sewer are unavailable to the plat, individual lot wells and/or septic systems may be added.

However, minimum lot size shall be 20,000 square feet if the water system cannot be connected to the city water systems. In addition, in the ER district, property owners may establish an open space preservation development. For each whole two-acre parcel that, under the applicable regulations of the city, could otherwise be created on up to 80 percent of the parent parcel, the landowner may create parcels at a lesser size if all of the following are established.

- (a) All lots shall have a minimum of 20,000 square feet.
- (b) All lots shall have a minimum of 150 feet in width along a public street.
- (c) A minimum of 20 percent of the overall land area shall perpetually remain in an undeveloped state by means of a conservation easement or restrictive covenant that runs with the land.
- (d) The development of land under this option is subject to the other applicable ordinances, laws and rules, including rules relating to suitability of groundwater for on-site water supply, suitability of soils for on-site sewage disposal, and restriction of development due to floodplains or designated wetlands.

- (e) This option may be utilized once within the boundary of the original parcel.
- (f) Approval of the open space preservation development shall be subject to site plan approval by the planning commission. All required information, including a yield plan showing the maximum number of housing units under the ER district's standard provisions, shall be submitted to the planning department prior to review.
- (2) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
- (3) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (5) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (6) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (7) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (8) Minimum habitable floor area per principal dwelling unit shall be 1,500 square feet in the ER district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
- (9) Attached garages and basements are required for all principal single-family dwellings in the ER district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 16. That Chapter 90, Article 4, Section 90-419C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-419C Development Standards

- (A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.
- (B) Project Scale. Based on the total area of the PUD site, the following shall be permitted:
- (C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) and Table 90-420C(3) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum requirements may be permitted only if they will result in a

higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

- (D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90- 419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2) or Table 90-420C(3), where it is demonstrated that:
- (1) The appearance and construction will result in a development of high quality, as evidenced by:
 - (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
 - (b) use of more durable and aesthetically pleasing building materials and finishes (e.g., stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or
 - (c) unique transportation-related improvements (e.g., artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).
 - (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter. Greenfield sites are exempt from this requirement.
 - (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (e.g., universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and
 - (4) At least three (3) of the following will be included within the development:
 - (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
 - (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
 - (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
 - (d) One (1) or more LEED-certified buildings will be constructed.
 - (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
 - (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
 - (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
 - (h) A commercial and/or office component is proposed within the PUD.
 - (i) Affordable or missing middle housing¹ will be incorporated into the residential design.
 - (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.
- (E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:
- (1) The area of common open space shall comply with the open space requirements outlined in Tables 90-420C(2) and 90-420C(3). Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
 - (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.

- (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
- (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
 - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.
 - (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.
 - (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
 - (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.
 - (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
 - (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
 - (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
 - (h) The following areas shall not qualify as required common open space for the purposes of this section.
 - (i). The area within any public street right-of-way.
 - (ii). The area within private road easements.
 - (iii). The area within a subdivision lot.
 - (iv). Land within any required yard or setback area.
 - (v). Land within 15' of a structure.
 - (vi). Parking and loading areas.
 - (vii). Fifty percent of any easement for overhead utility lines.
 - (viii). Fifty percent of any steep slopes (12 percent or over).
 - (ix). Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.
 - (x). Seventy percent of the area of any golf course².
- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways

and sidewalks shall be constructed in accordance with the city design standards.

- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90- 600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.
- (H) Accessory Dwelling Units shall be considered principal permitted uses on single-family parcels within the PUD.

Section 17. That, if codified by MuniCode, 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.

Section 18. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. __-24

STAFF REPORT

Date: December 10, 2024
Subject: Accessory Dwelling Unit Zoning Text Amendments
From: Nicole Hofert, Director of Community & Economic Development
CC: John Shay, City Manager

Meeting Date: December 16, 2024

RECOMMENDATION:

Approve the ordinance request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-334 “Accessory Dwelling Units”, 90-401A “Principal Permitted Uses”, 90-404A “Specific Requirements”, 90-405A “Additional Regulations”, 90-406A “Principal Permitted Units”, 90-409A “Specific Requirements”, 90-410A “Additional Regulations”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-421A “Additional Regulations”, 90-437A “Principal Permitted Uses”, 90-440A “Specific Requirements”, 90-401C “Principal Permitted Uses”, 90-405C “General Requirements”, and 90-419C “Development Standards” to allow for Accessory Dwelling Units within the ER Estate Residential, R-1, R-2, R-3, R-4, PUD-1 Low Density Planned Unit Development, and PUD-4 General Planned District zoning districts for One-Family Housing Uses.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In the past year, both homeowners and property developers have approached Wyoming Planning Staff seeking permission to build accessory dwelling units (ADUs) in residential districts. Accessory dwelling units are already allowed in nearby communities and Grand Rapids is relaxing its regulation of accessory dwelling units.

Currently, accessory dwelling units are only permitted in Wyoming’s form-based code districts, but could help to address the unmet housing need in Wyoming if expanded to additional zoning districts.

At the June 3, 2024 City Council meeting, the council reviewed the recommendations from the Planning Commission for zoning ordinance amendments to permit ADUs in additional zone districts. Some Councilmembers asked questions and expressed some hesitation regarding some recommendations. An ad hoc committee comprised of Councilmembers Arnoys, DeKryger and Postema met with city staff members to address the questions and refine the proposed ordinance amendments. The attached proposed ordinance resulted from those efforts.

Improvements to the ordinance include:

- Restricting the use of ADUs to attached units;
- Limiting the size and number of bedrooms permitted;
- Requiring a minimum level of parking to support the ADU.

BUDGET IMPACT:
There is no impact.

Attachments:
Ordinance