

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 5, 2025, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Mike Young, Newhall Christian Fellowship Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Approval of Minutes**
From the April 21, 2025 Regular Meeting and Closed Session
- 6) **Approval of Agenda**
- 7) **Public Hearings**
7:01 p.m. To Consider the Proposed 2025-2026 Wyoming Consolidated Housing and Community Development Annual Action Plan
7:02 p.m. Proposed City of Wyoming Budget for 2025-2026
- 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
 - b) Proclamations
 1. Tri-Unity Boys Varsity Basketball Team Division 4 State Champions
- 10) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 11) **Reports from City Officers** (none)
 - a) From City Council
 - b) From City Manager
- 12) **Budget Amendments**
 - a) Budget Amendment No. 42 – To Appropriate an Additional \$29,800 of Budgetary Authority to Provide Funding for Aerial Application Related to the Spongy Moth Suppression Program
- 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 Confirm the Appointment of Juan Rosario as a Member of the Community Development Committee for the City of Wyoming
 - b) To Confirm the Appointment of Chamille Nock as a Member of the Parks and Recreation Commission for the City of Wyoming

14) Resolutions

- a) To Adopt the Wyoming Consolidated Housing and Community Development 2025/2026 Annual Action Plan
- b) To Approve the Amended Bylaws of the Greater Wyoming Community Resource Alliance
- c) To Approve the Administrative Services Contract with the Greater Wyoming Community Resource Alliance and Authorize the Mayor and City Clerk to Sign
- d) To Appoint Gregory T. Stremers as City Attorney, to Approve an Employment Agreement, and to Authorize the Mayor and City Clerk to Sign

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

- a) For Award of Bids and to Accept a Contract Amendment
 - 1. Engineering Services for the Wastewater Treatment Plant Operations and Maintenance Manual
 - 2. Trash Pickup for City Buildings and Parks
 - 3. TeamDynamix Annual Subscription
- b) To Accept an Agreement with Plante Moran to Provide Organizational Assessment Services
- c) To Accept a Proposal to Replace the Heating Boiler at the 62A District Court (Budget Amendment No. 41)
- d) To Authorize the Purchase of Copper Wire and Electrical Splice Kits
- e) To Accept a Quote for Records Management Software

16) Ordinances

- 7-25 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (146) to Rezone 211 36th Street SW from P-1 Vehicular Parking District to B-2 General Business District (First 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 (Discuss a Legal Opinion)

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.



Proposed Budget Fiscal Year 2026

Public Hearing - May 5, 2025



Today's Discussion

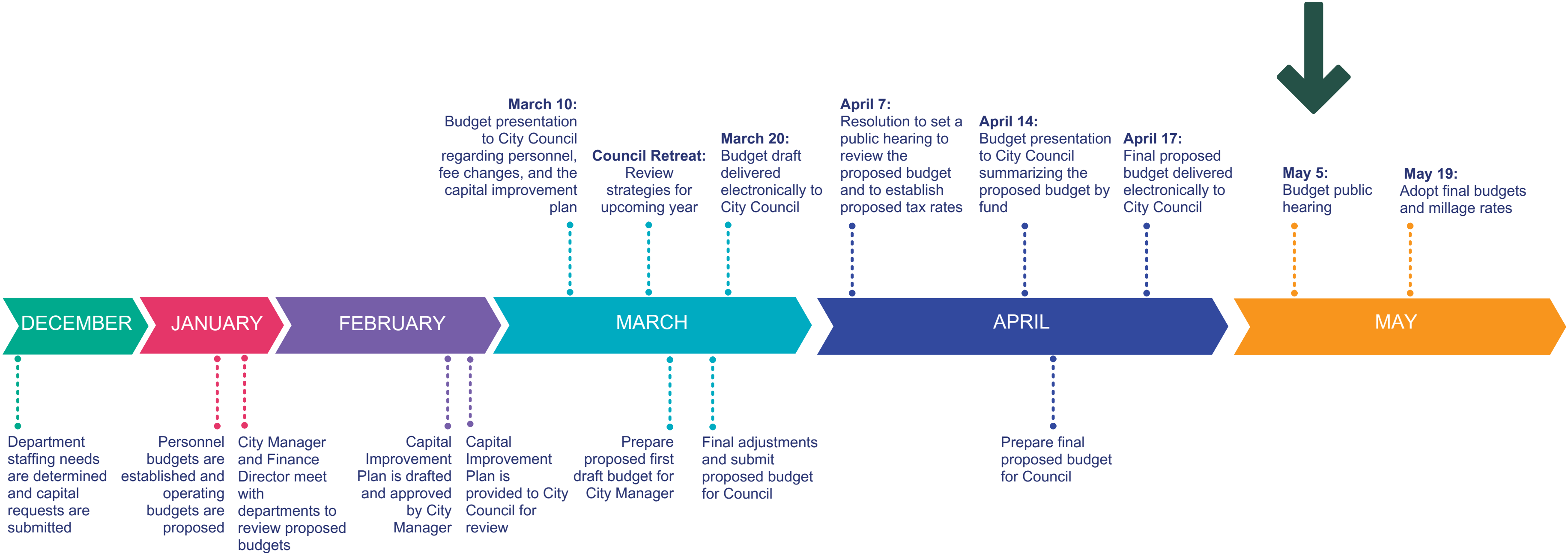
Property Taxes

Sewer and Water Rates

Budget Overview

Next Steps

Budget **TIMELINE**





Property Taxes



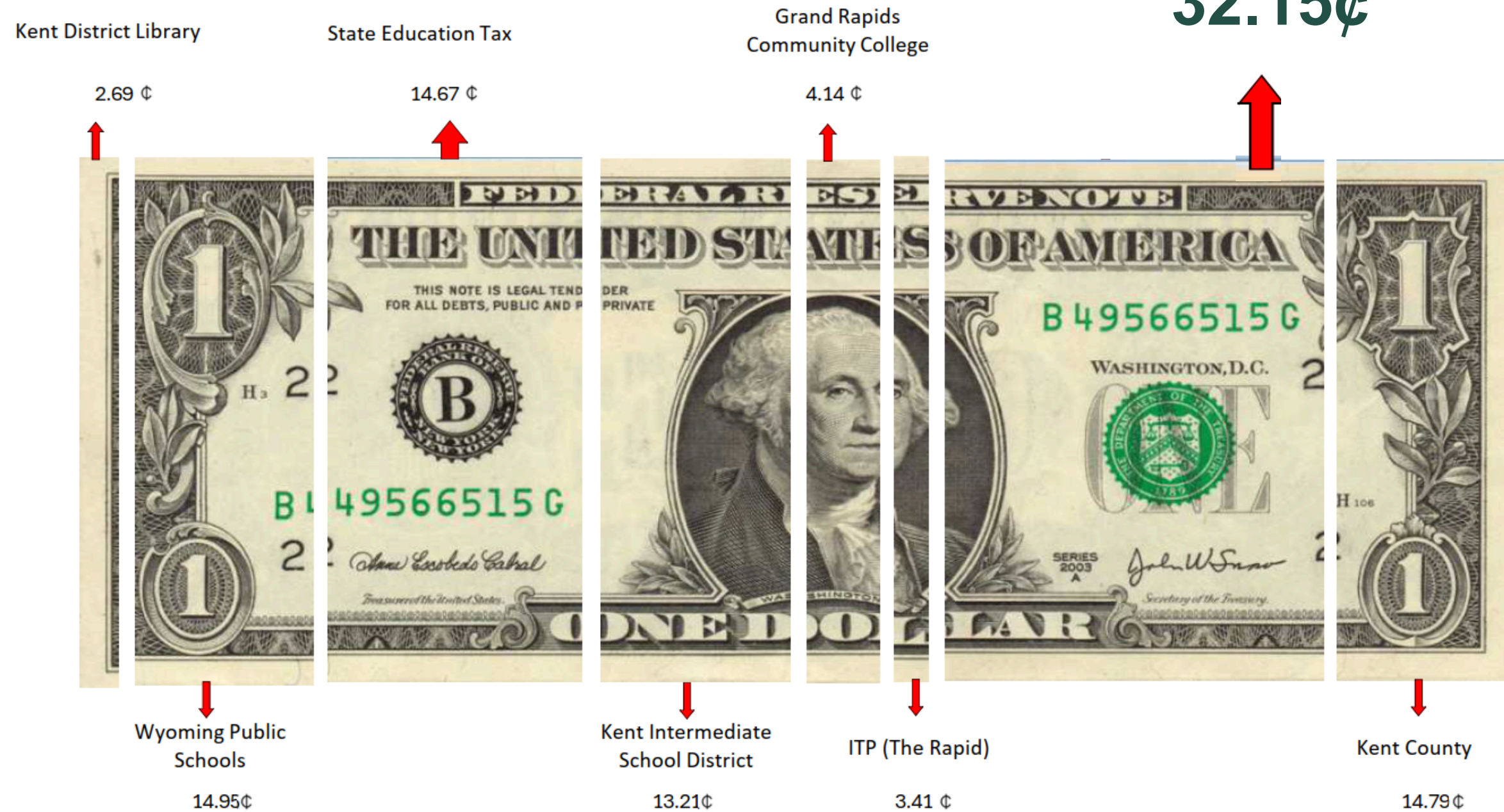
Property Tax **MILLAGE RATES**

	Final Rates		
	FY2024	FY2025	FY2026
General Operations	4.7206	4.6828	4.6579
Fire Services	0.7219	0.7161	0.7123
Police Services	1.2034	1.1937	1.1873
Public Safety	1.2056	1.1959	1.1895
First Responders	1.5000	1.4880	1.4801
Parks & Recreation	1.4442	1.4326	1.4250
Library Maint./Parks Capital	0.3561	0.3532	0.3513
Capital Projects	1.4960	1.4960	1.4893
Sidewalks	0.1926	0.1910	0.1899
Yard Waste	0.4000	0.4000	0.4000
Total Mills	13.2404	13.1493	13.0826

Where Do My Tax Dollars Go?

City of Wyoming

32.15¢



Based on 2024 tax year rates (FY2025)

Where Do My Tax Dollars Go?

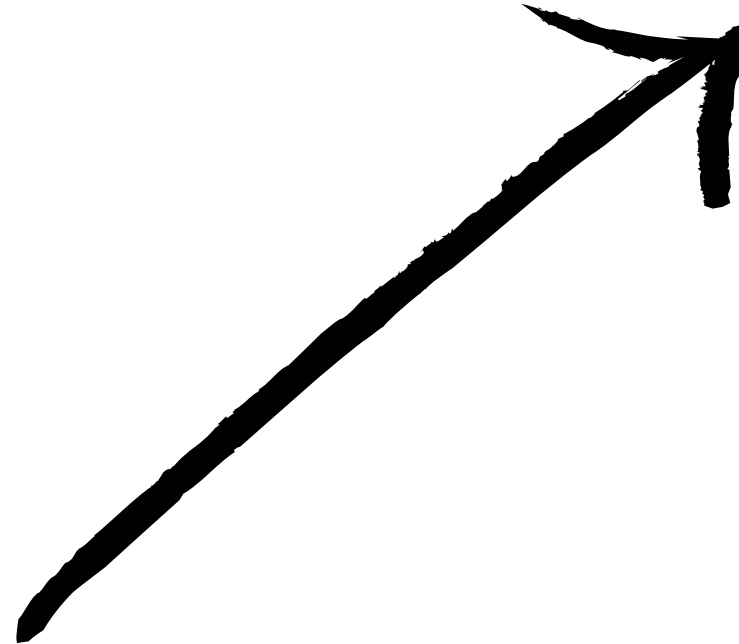
EXAMPLE:

SINGLE FAMILY RESIDENCE

Market Value	264,400
State Equalized Value	132,200
Taxable Value	86,396
Annual Tax Payment	3,515
City of Wyoming's Share	<u>\$ 1,130</u>

What do these dollars fund?

General Operations	\$402]
Public Safety	\$395
Water/Sewer System Capital Projects	\$129
Parks and Recreation	\$123
Yard Waste	\$35
Library Bldg/Parks Capital	\$30
Sidewalks	\$16



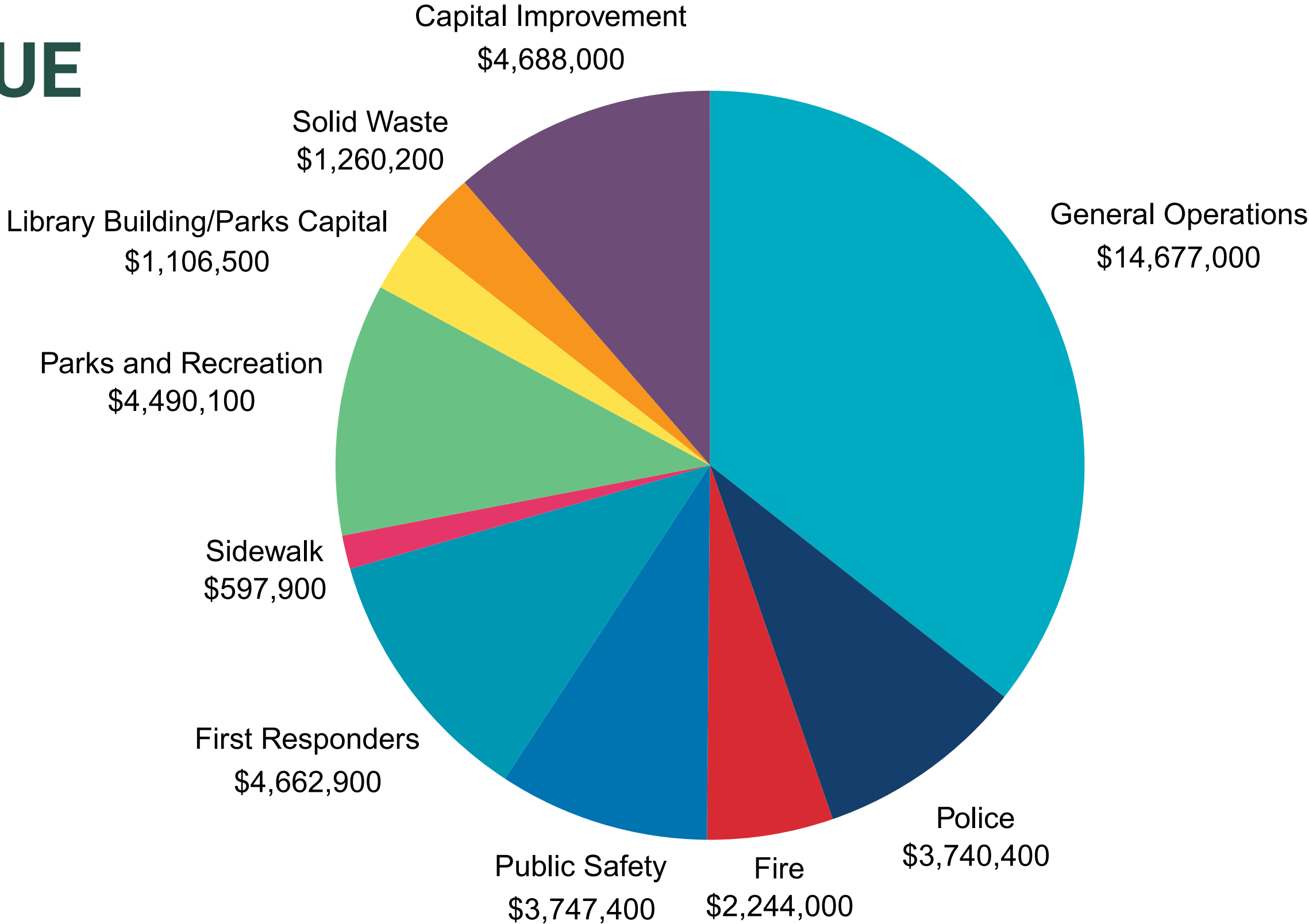
Activities Supported by the General Operations Millage

\$402

Public Safety	\$203
Information Technology	\$38
District Court	\$33
Finance	\$20
Human Resources	\$13
City Manager	\$13
Streetlighting	\$13
City Clerk	\$13
City Attorney	\$11
Assessor	\$10
Facilities	\$10
Planning	\$9
Communications	\$8
Treasury	\$6
City Council	\$2

Property Tax **REVENUE**

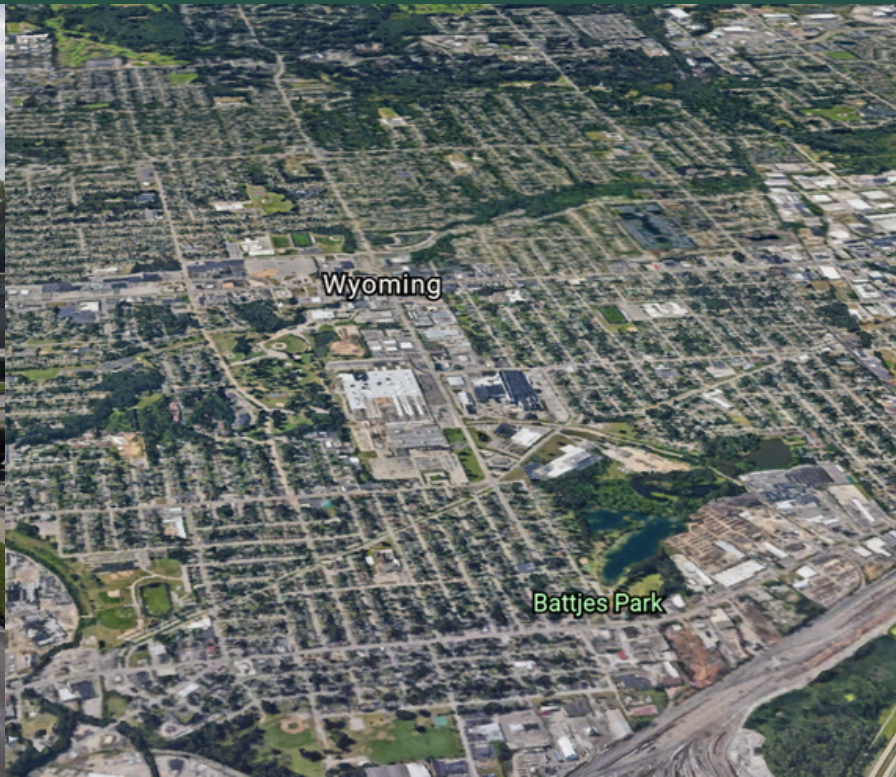
**Total Estimated
Tax Revenue:
\$41,214,400**



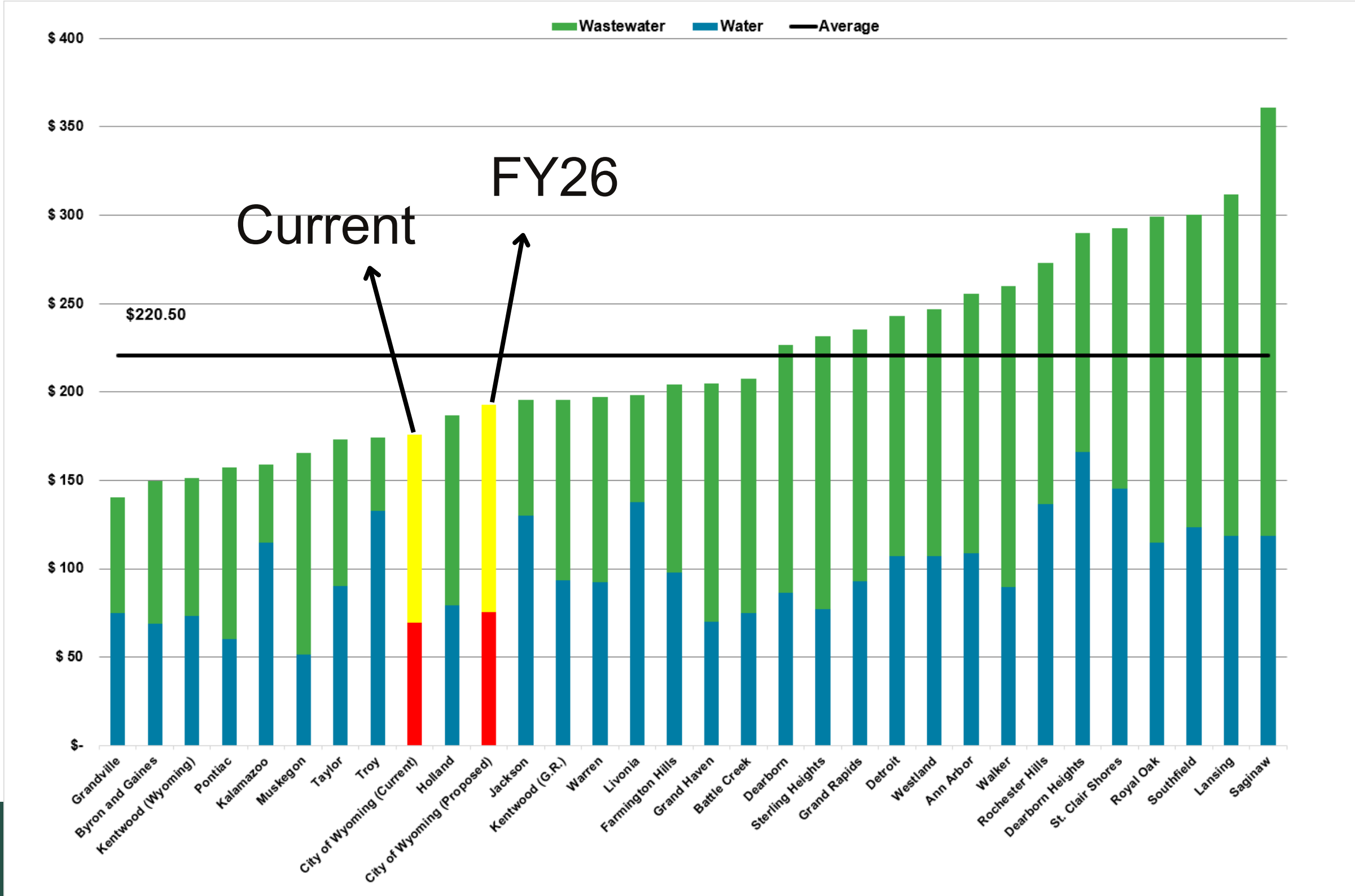
Special assessments and component units not included



Water and Sewer Rates



WATER and SEWER Rates



Water and sewer rates will continue to increase over the next several years to fund capital projects.

This began in FY2025 and is based on the rate model designed by Stantec, the City’s consultant, and updated each year.

FY2026 Change
 Water: 9% increase
 Sewer: 10% increase

WATER and SEWER Rates

Retail Rates: Single family residential rates

<u>Current Average</u> Per quarter cost to resident	<u>Proposed Average</u> Per quarter cost to resident
\$163	\$178

Based on usage of approximately 20 HCF (15,000 gallons) per quarter

<u>Impact on Residents</u>	
Per quarter additional cost	Per month additional cost
\$15	\$5

Wholesale Customers: Adjusted based on the formulas specified in each contract



Budget Overview

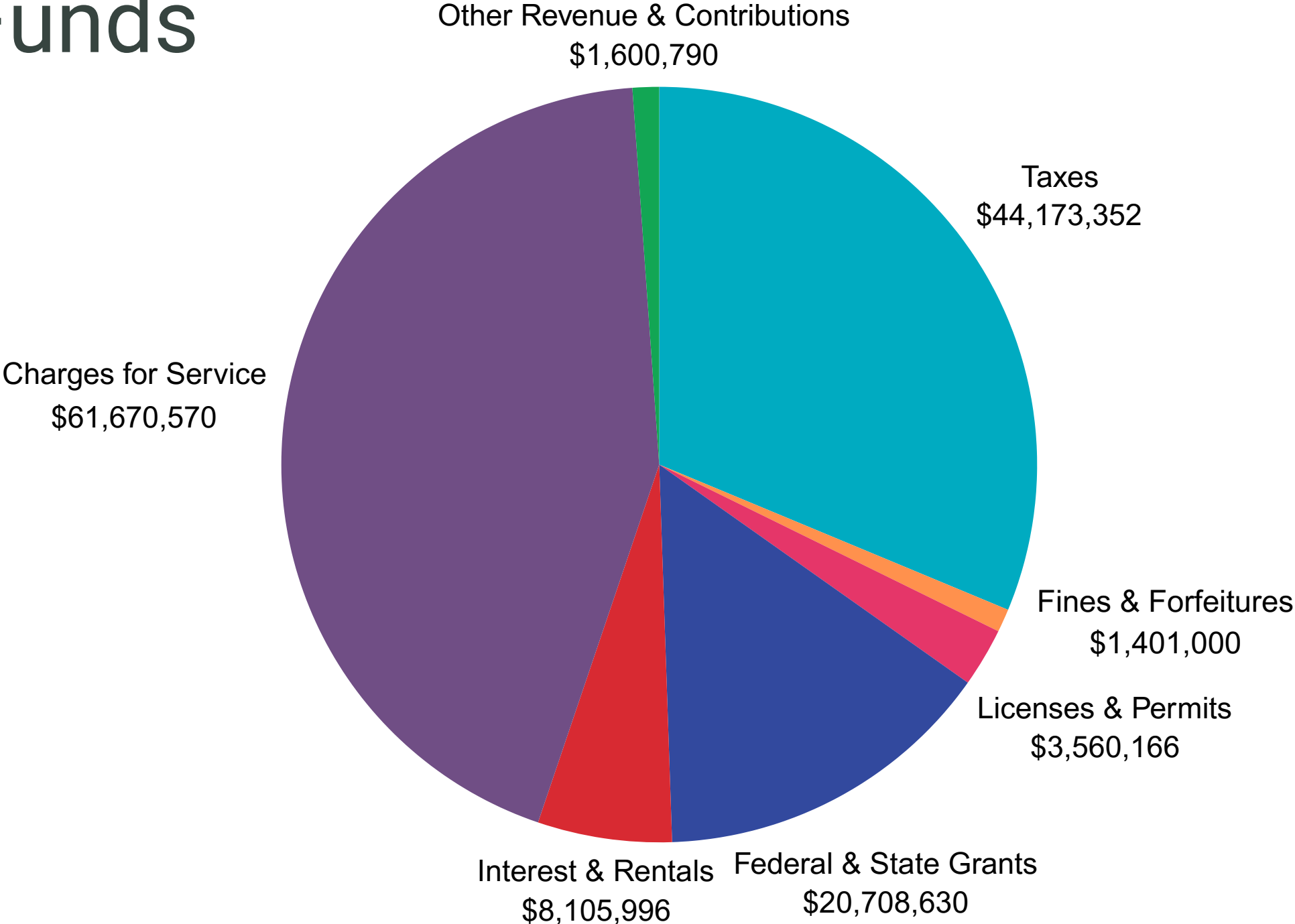


City Council's **STRATEGIC PLAN** - FY2026 Budget Priorities

- Continue to implement the new branding initiative
- Complete infrastructure related to City Center
- Grand opening of Godwin Mercado
- Evaluate/implement technology use to improve efficiency
- Continue to construct the first segment of the third water transmission main
- Begin construction on the surge suppression system
- Assess design options for digester/dryer

REVENUE Sources - All Funds

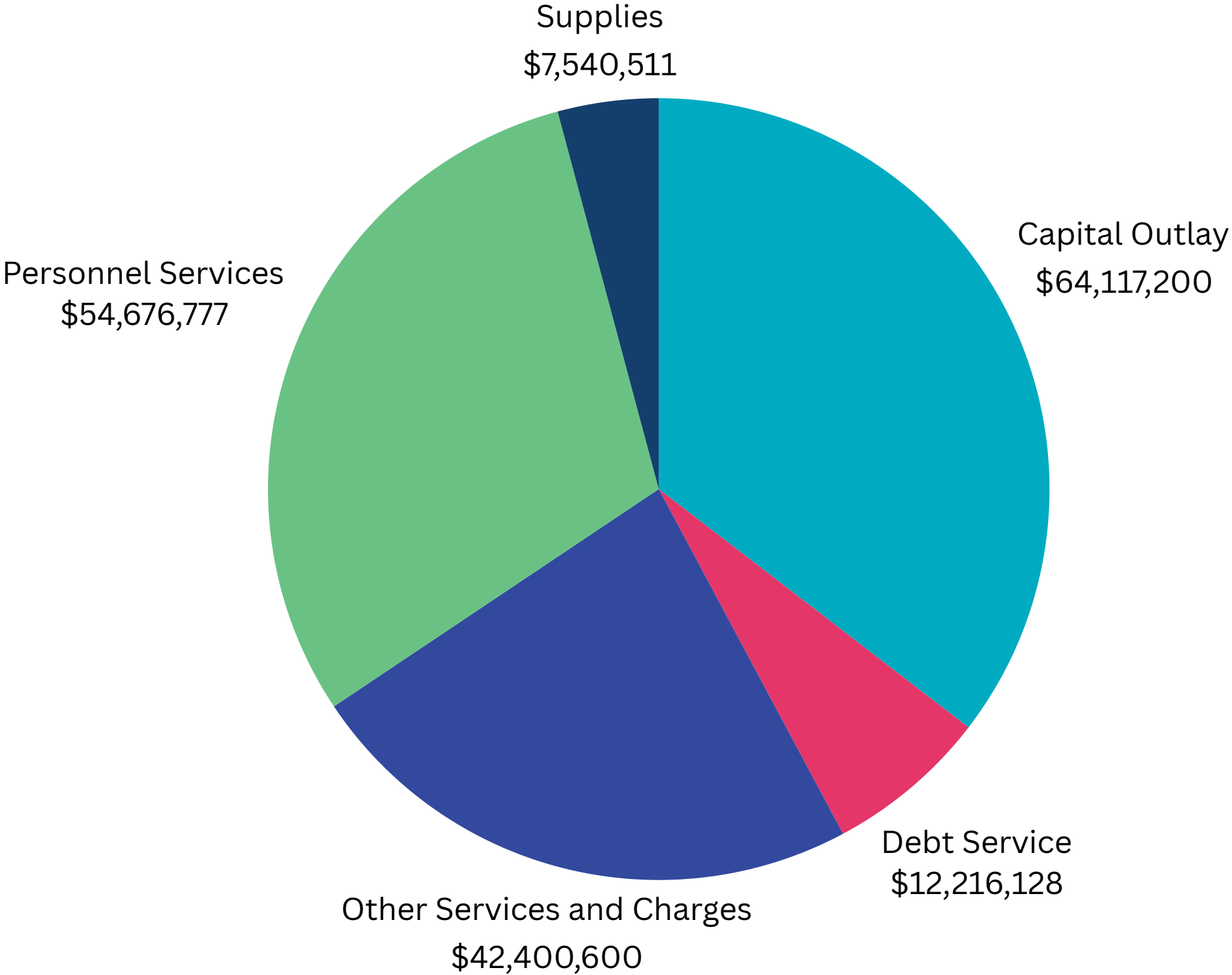
**Total Revenue:
\$141,220,504**



*Transfers between funds are excluded
Insurance funds, pension, OPEB, and component units are excluded*

EXPENSES - All Funds

**Total Expenses:
\$180,951,216**



*Transfers between funds are excluded
Insurance funds, pension, OPEB, and component units are excluded*

GENERAL FUND Expenditures

**Total Expenditures:
\$31,106,068**

Public Safety accounts for
50% of General Fund
expenditures

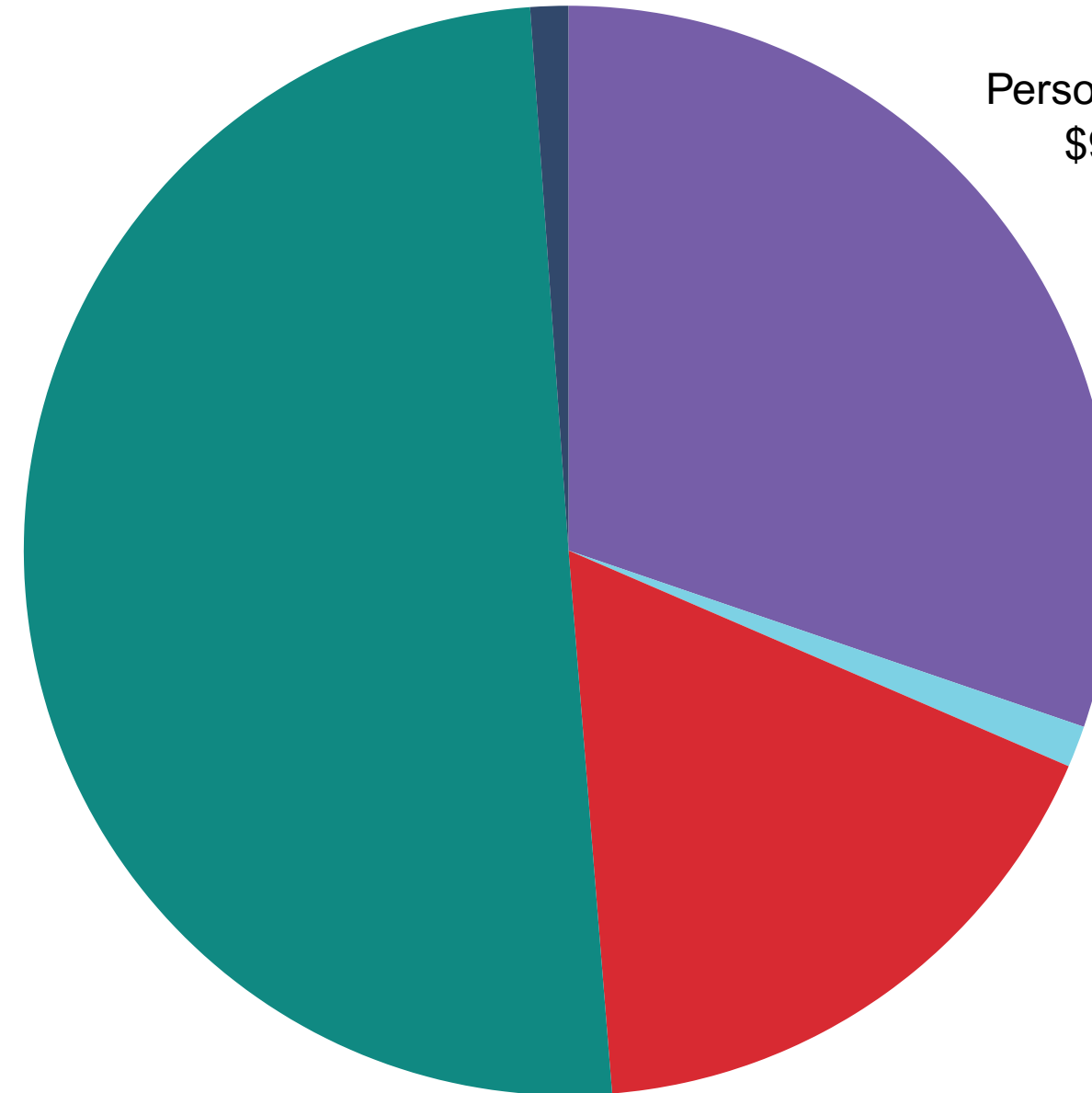
Transfer to Public Safety Fund
\$15,600,000

Transfer to Capital Revolving Fund
\$350,000

Personnel Services
\$9,408,594

Supplies
\$384,050

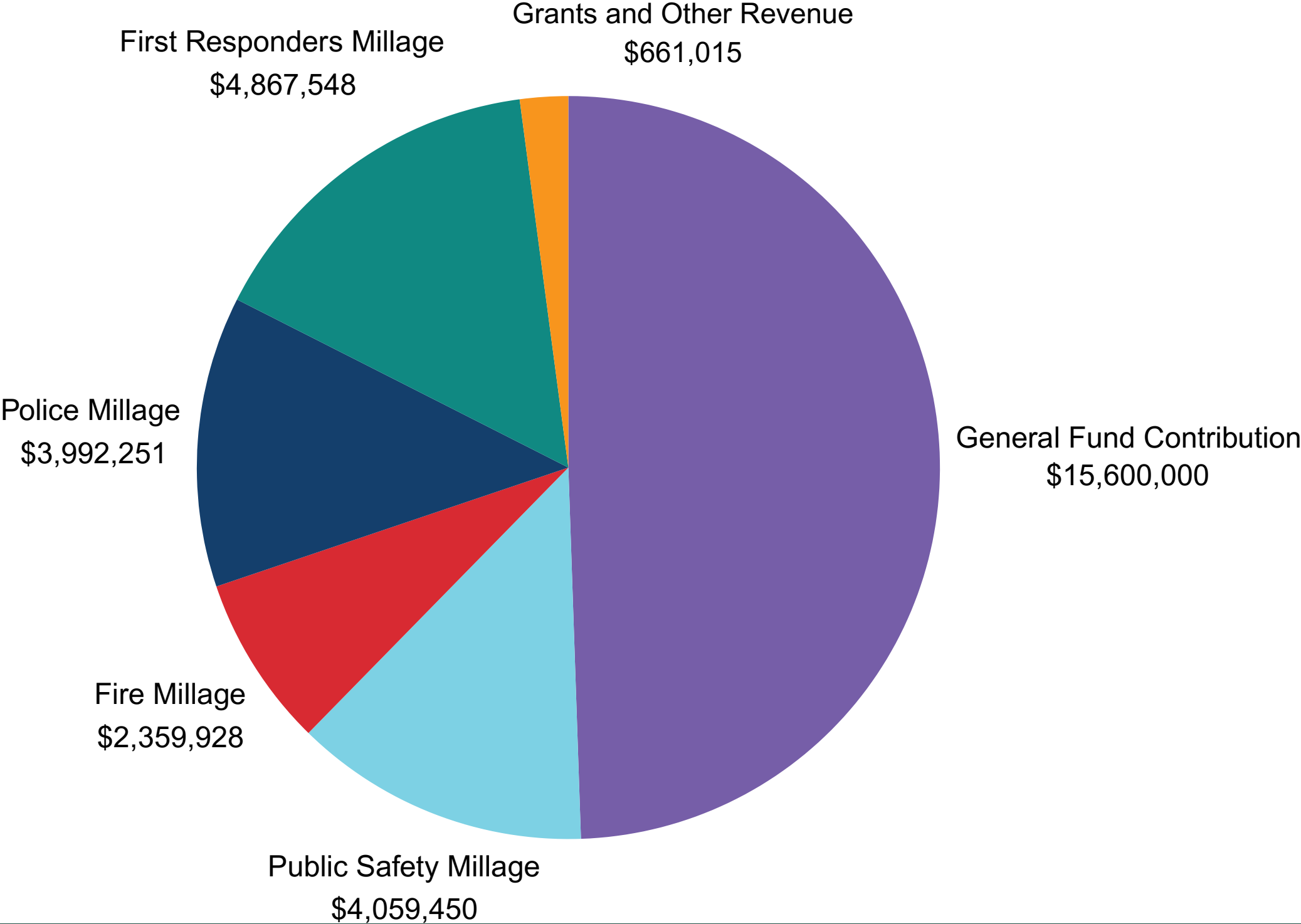
Other Services and Charges
\$5,363,424



PUBLIC SAFETY Funding Sources

Total Revenue:
\$31,540,192

General Fund provides for
49% of Public Safety funding

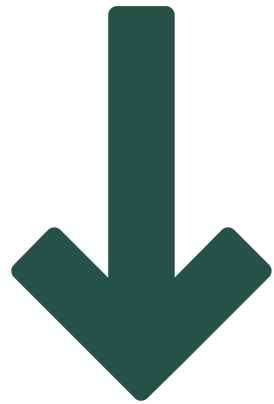


CAPITAL Improvement Plan

HIGHLIGHTS by Project Category

\$30,825,000	Water
\$13,725,000	Sewer
\$6,425,000	Roadways and Non-Motorized Trails
\$3,220,000	Buildings
\$2,208,000	Parks
\$2,159,000	Vehicles
\$949,350	Equipment
\$300,850	Computer Software and Equipment
\$250,000	Other Improvements
<hr/>	
\$60,062,200	Total

Budget **NEXT STEPS**



May 5:
Budget public
hearing

May 19:
Adopt final budgets
and millage rates



MAY

May 19 Agenda

- Adopt City budget
- Adopt DDA budget
- Adopt GVRBA budget
- Approve Fee Schedule changes
- Approve Capital Improvement Plan

PROCLAMATION OF CONGRATULATIONS

***TRI-UNITY CHRISTIAN BOYS VARSITY BASKETBALL TEAM
DIVISION FOUR STATE CHAMPIONSHIP - 2025***

WHEREAS, the Tri-Unity Christian Varsity Basketball team deserve special recognition for their 2025 basketball season, and

WHEREAS, the Tri-Unity Christian Boys Varsity Basketball Team displayed their exceptional abilities by winning 27 of their 29 games for the season.

WHEREAS, this championship victory represents the seventh state championship for Tri-Unity Christian, 16th final four appearance, 20th regional championship, and 26th district championship.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to the Tri-Unity Christian Basketball Team for their outstanding achievement during the 2025 basketball season.

***KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
May 5, 2025***

CITY OF WYOMING BUDGET AMENDMENT

Date: May 5, 2025

Budget Amendment No. 042

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$29,800 of budgetary authority to provide funding for aerial application related to the spongy moth suppression proram.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Public Works - Administration - Other Services				
101-441-44100-956.000	\$ 9,000.00	\$ 29,800.00	\$ -	\$ 38,800.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 29,800.00</u>	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF JUAN ROSARIO
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Juan Rosario has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2025 on the Community Development Committee.
3. It is the desire of the City Council that Juan Rosario be appointed to a regular term ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Juan Rosario as a member of the Community Development Committee for the regular term ending June 30, 2025.

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 May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF CHAMILLE NOCK
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Chamille Nock has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2026 on the Parks and Recreation Commission.
3. It is the desire of the City Council that Chamille Nock be appointed to a regular term ending June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Chamille Nock as a member of the Parks and Recreation Commission for the regular term ending June 30, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

A RESOLUTION TO ADOPT
THE WYOMING CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT
2025/2026 ANNUAL ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for, and obtained, 49 years of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD).
2. It is necessary to submit an Annual Action Plan application for the 50th year program covering the period of July 1, 2025, through June 30, 2026, to be eligible to obtain our HUD entitlement.
3. The Wyoming Community Development Committee has recommended a proposed 2025/2026 Annual Action Plan.
4. The Wyoming Community Development Committee has also recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.
5. A Public Hearing was held on May 5, 2025, by the Wyoming City Council on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the 2025-2026 Wyoming Consolidated Housing and Community Development annual Action Plan.
2. The Wyoming City Council does hereby affirm that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Annual Action Plan

Resolution No. _____

Staff Report

Date: April 1, 2025

Subject: Adoption of the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025/2026

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: May 5, 2025

RECOMMENDATION

It is recommended that the City Council adopt the City of Wyoming's Annual Action Plan for Program Year 2025/2026 as recommended by the Community Development Committee and affirm that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs and adjusted based upon HUD mandated formula caps.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.

DISCUSSION

The City of Wyoming receives an annual Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD). Every CDBG expenditure must meet one of the three national objectives for the CDBG program: benefitting low- and moderate-income persons, preventing or eliminating slums or blight, or meeting serious and immediate threats to the health or welfare of the community.

The budget process for the Annual Action Plan starts in September, when a notice calling for subrecipient proposals is published. Aspiring subrecipients submit letters of intent in October, which are then reviewed by staff and distributed to the Community Development Committee. At the Community Development Committee's October meeting, those letters of intent are discussed and the committee decides which aspiring subrecipients should be scheduled to deliver presentations on their proposals at the committee's November and December meetings. After hearing those presentations and collecting feedback from the committee members, staff prepares a recommended budget for the committee's January meeting, where the committee discusses specific subrecipient awards. For the February meeting, staff prepares an Annual Action Plan incorporating that budget for the Community Development Committee to approve and recommend to City Council. The final step of the process is for City Council to have a public hearing in April or May to adopt the Annual Action Plan. Please note that residents and area non-profits are invited to all of these open meetings and that public comment is solicited through a public hearing notice for the final approval of the Annual Action Plan.

The City of Wyoming expects to have \$990,726.66 available for the Community Development Program during this period. This amount consists of \$490,000.00 in an estimated annual CDBG entitlement grant from HUD, \$111,607.23 in CDBG entitlement carryover funds from fiscal year 2025 (PY 2024), \$72,947.89 from fiscal year 2024 (PY 2023), 216,171.54 from fiscal year 2022 (PY2021), and \$100,000 from FY 2026 anticipated program income. Any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

-Capital Outlay and Public Infrastructure Improvements \$50,000.00: 3,400 Wyoming residents that live within low/moderate-income areas will have the benefit of enhanced sidewalk crossings and updates and renovations to City parks and other public facilities, leading to increased traffic safety, public enjoyment of City parks and other City facilities.

-Public Services \$85,000.00: Public service activities will include rental assistance, homelessness prevention assistance, legal services, and job training/mentorship. 83 low-moderate income families will directly benefit from these activities. Public services are capped at 15% of the current entitlement award and the previous year's programs income. Staff typically budgets conservatively to prevent cap issues.

- Housing Rehabilitation \$340,000.00: These activities will include homeowner rehabilitation activities and administration. 65 low-moderate income households will receive needed rehabilitation, repairs, access modifications, and affordable rehab administration. These activities include the City's single family home rehabilitation loans and a \$90,000 subrecipient award to Home Repair Services.

-Planning and Administration \$115,000.00: All Wyoming households will receive management, coordination, oversight, and monitoring of the CDBG programs. Planning and Administration activities are capped at 20% of the current entitlement award and program income. For this reason, staff typically budgets conservatively in these activities to ensure that a program income shortfall does not create an issue with this cap. These administrative expenses include a \$5,000 subrecipient award to the Heart of West Michigan United Way for administering the continuum of care and \$10,000 subrecipient award to the Fair Housing Center of West Michigan for investigating fair housing complaints and for providing education on fair housing regulations.

BUDGET IMPACT:

Staff expects an award of \$490,000.00 from the U.S. Department of Housing and Urban Development under its Community Development Block Grant program and forecasts program revenue of \$100,000 during the coming program year. No general fund dollars will be used for program activities.

ATTACHMENTS

Resolution to adopt the proposed Wyoming Community Development 2025/2026 One Year Action Plan.

###

CITY OF WYOMING



DRAFT

City of Wyoming

2025-2026 Annual Action Plan

Community Development Block Grant
Wyoming, Michigan

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Wyoming, along with the City of Grand Rapids and Kent County, adopted the 2021-2026 Wyoming Regional Consolidated Plan. The City of Wyoming's 2025-2026 Fifth Program Year Action Plan is based upon the adopted Consolidated Plan's goals, objectives and priority needs. This Action Plan outlines the programs to be initiated in the upcoming fiscal year.

The City of Wyoming expects to have \$990,726.66 available for the Community Development Program during this period. This amount consists of \$490,000.00 in an estimated annual CDBG entitlement grant from HUD, \$111,607.23 in CDBG entitlement carryover funds from fiscal year 2025 (PY 2024), \$72,947.89 from fiscal year 2024 (PY 2023), 216,171.54 from fiscal year 2022 (PY2021), and \$100,000 from FY 2026 anticipated program income.

This AAP is based upon grant estimates. The Wyoming Community Development Committee has recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

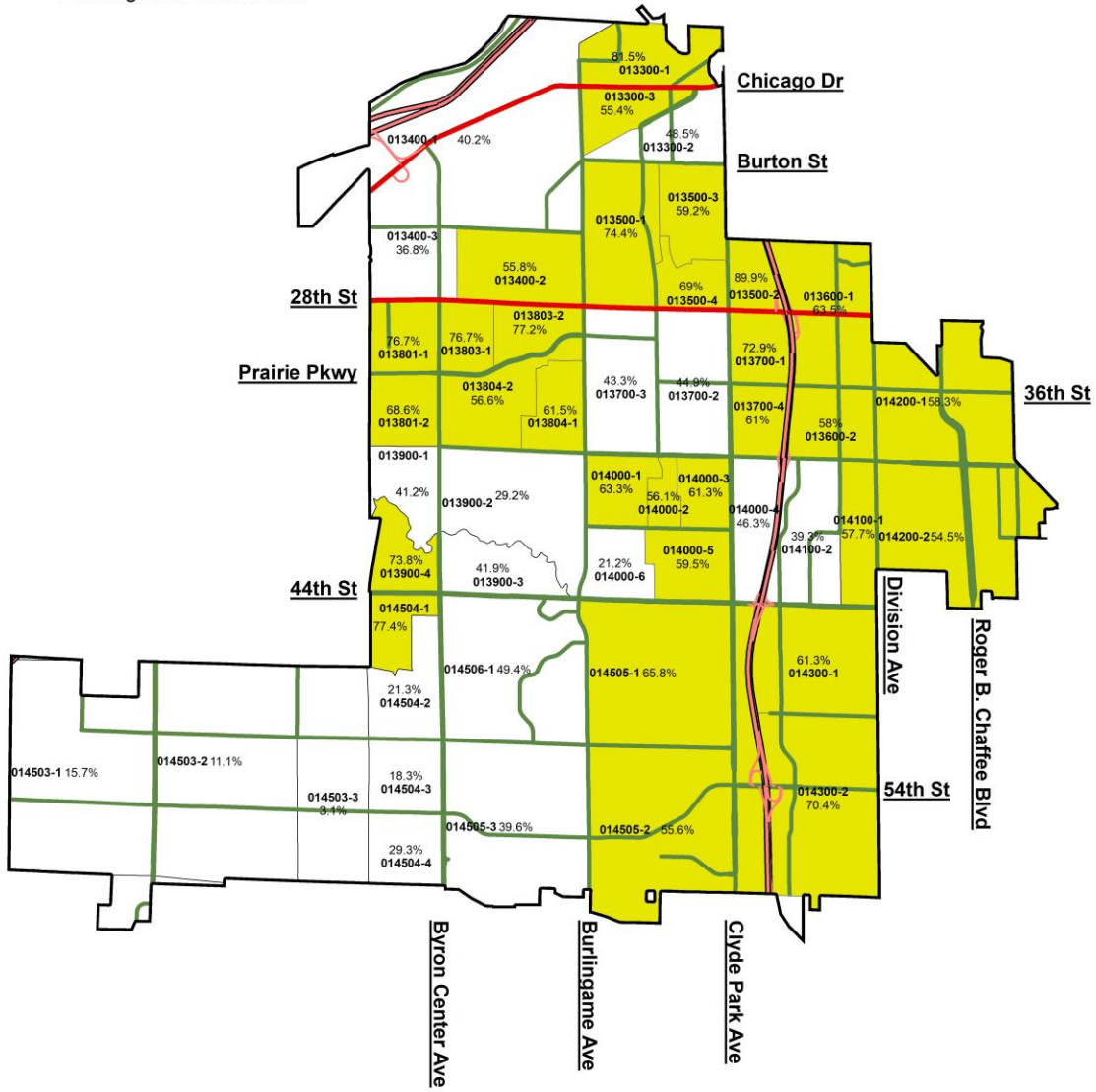
City of Wyoming CDBG Projects 2025-2026

Citywide Activities:

- Public Services
- Housing Rehabilitation
- Planning and Administration

Low and Moderate Income Areas:

- Capital Outlay and Public Infrastructure Improvements



Produced: 2/18/2025

Source: HUD ACS Data 2016-2020

CDBG Activity Map

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following goals were identified by the City of Wyoming in the five-year plan to address the needs and priorities determined through the community engagement process. Each year the City of Wyoming will tailor individual activities toward achieving one or more of these goals.

Increase Access to Affordable Housing Options

Rehabilitate and preserve owner- and renter-occupied housing to bring units to code standard or provide safety improvements, energy efficiency improvements, access modifications, or treatment of lead or other home hazards, as well as renovations to make homes accessible for persons with disabilities or elderly households.

Provide Suitable Living Environments

The City of Wyoming utilizes Code Enforcement activities to accomplish this goal. There will be improved public health and safety, reduced blighting influences, and improved property values through code enforcement and clearance of any necessary blighted structures. This activity is completed in cooperation with other CDBG activities, but CDBG funds are not being used for Code Enforcement.

Enhance Infrastructure and Public Facilities

Enhance publicly owned facilities and infrastructure that improves the community and neighborhoods, such as parks, streets, sidewalks, streetscapes and other public infrastructure and facilities, including improving accessibility to meet American with Disabilities Act (ADA) standards.

Increase Access to Vital Public Services

Enhance access to public services by funding activities that support special needs and low-to-moderate income households in the community.

Increase opportunities for housing stability through tenant based rental assistance and other support; fair housing education and enforcement, legal assistance for housing matters and financial/homeownership counseling.

The City will accomplish this goal through supporting agencies that provide housing and supportive services to households experiencing homelessness or at risk of homelessness.

Increase Economic Opportunities

Enhance economic stability and prosperity by increasing economic opportunities for residents through job readiness and skill training, promotion of entrepreneurship (including among culturally diverse populations), façade improvements, and other strategies.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Wyoming recognizes that the evaluation of past performance plays a critical role in ensuring that effective programs are implemented that align with its long-range goals. The following includes past spending performance of activities from July 1, 2024, through June 30, 2025.

Rehabilitation-Single Unit Residential: We spent a total of \$179,077 for the rehabilitation of 6 low/mod housing units.

Code Enforcement: We spent a total of \$64,000 to provide households in low/moderate-income areas throughout the City with the benefit of CDBG monies to fund code enforcement activities. There were a total of 640 code violations that were corrected, and 54% of all code enforcement inspections were in low/moderate income areas.

Public Services–Family Promise Re-Housing Financial Assistance: We spent a total of \$15,000 to assist 10 low-income families moving out of homelessness and into stabilized housing through the benefit of short-term rental assistance. These funds were administered by Family Promise of West Michigan.

Public Services–Housing Stabilization: We spent a total of \$5,000 to assist 30 people with ongoing housing stabilization services to help prevent a return to homelessness.

Public Services–Legal Aid: 104 low-income persons pending eviction received the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing. A total of \$40,000 was spent.

Rehabilitation–Administration: We spent a total of \$42,000 to deliver 6 low/moderate-income families with affordable administration of housing rehabilitation funding.

Rehabilitation-Home Repair Services: We spent a total of \$90,000 to provide low/moderate-income households with affordable services such as minor home repairs and accessibility modifications. A total of 112 low/moderate-income households were assisted.

General Administration: We spent a total of \$88,768 to assist all Wyoming residents with affordable administration of HUD programs.

HUD Continuum of Care–Administration: We spent a total of \$5,000.00 to assist all Wyoming residents with access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process for the 2025-2026 Year Five Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan, and consisted of the following:

A preliminary public hearing was held on Thursday, February 27, 2025, during the Wyoming Community Development Committee meeting. Notice of the hearing was published on January 21, 2025. The WCDC discussed community needs, funding, and possible activities. The Committee recommended approval of the 2025-2026 Annual Action Plan to the Wyoming City Council.

On March 3, 2025, the Wyoming City Council met and set the date of May 5, 2025, to hold a public hearing for the Annual Action Plan.

On March 11, 2025, the Availability for Public Review of the One Year Action Plan notice and notice of public hearing on the 2025-2026 One Year Action Plan was published in the Grand Rapids Press newspaper. This notice was also posted at the Wyoming Public Library and sent to 38 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on May 5, 2025, concerning the Annual Action Plan.

On May 5, 2025, a public hearing was held during the City Council meeting. There were _____ public comments received. Accordingly, the City Council _____ the 2025-2026 Annual Action Plan on May 5, 2025.

A notice of intent to request release of funds and notice of finding of no significant impact regarding the 2025-2026 Environmental Reviews were published in the Grand Rapids Press newspaper on May 13, 2025, providing the public the opportunity to submit comments regarding the environmental review documentation for 15 days. _____ comments were received. A notice of the final annual action plan was published on _____ notifying the public that the annual action plan would be submitted no later than 60 days after allocations are released.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan. A detailed explanation is found in (4) above.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received.

7. Summary

The City of Wyoming expects to have \$990,726.66 available for the Community Development Program during this period. This amount consists of \$490,000.00 in an estimated annual CDBG entitlement grant from HUD, \$111,607.23 in CDBG entitlement carryover funds from fiscal year 2025 (PY 2024),

\$72,947.89 from fiscal year 2024 (PY 2023), 216,171.54 from fiscal year 2022 (PY2021), and \$100,000 from FY 2026 anticipated program income.

No public comments have been received. The City of Wyoming has not identified any denial or refusal of comments.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WYOMING	
CDBG Administrator	WYOMING	Community and Economic Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The Lead Agency is the City of Wyoming. The daily CDBG activities will be handled by the Community and Economic Development Department’s - Community Development staff. Like typical municipal governments, the City Council acts as the legislative and policy-making voice of the city. As part of its activities, the City Council adopts the Five-Year Regional Consolidated Plan and approves the annual submittal of City Annual Action Plans for CDBG funding. As the chief administrator, the City Manager is responsible for the day-to-day operations of the city, including the implementing of the policies and programs of the City Council.

Community and Economic Development Department:

The Assistant Director of Community and Economic Development and Community Development Coordinator serve as staff to the Wyoming Community Development Committee (WCDC). The Assistant Director of Community and Economic Development directs and supervises programs and activities related to the Annual Action Plan and CDBG expenditures. The Community Development Coordinator acts as Secretary to the WCDC, advises the Director and Assistant Director of Community and Economic Development of, and implements as required, Community Development Block Grant (CDBG) regulations, recommended best practices, and other regulatory requirements to ensure program

compliance with necessary local, state, and federal administrative and statutory law. The Community Development Coordinator and Building Inspector (assigned as the Building Rehabilitation Specialist) work to process cases for Housing Rehabilitation programs. A Rehabilitation Committee, made up of the Community and Economic Development Director, Building Inspections Supervisor, and Assistant Community and Economic Development Director approve all housing rehabilitation applications and clearance/demolition applications.

Community Development Committee:

Relative specifically to this Annual Action Plan and CDBG funding, the Wyoming Community Development Committee (WCDC), a Council-appointed group made up of Wyoming residents, serves as an advisory body to the Director of Community and Economic Development, the City Manager, and the City Council. This group also recommends the approval of the Five-Year Regional Consolidated Plan and recommends the Annual Action Plan and its related annual CDBG budget to the City Council. During the budgeting process, this group interviews sub-recipient applicants and recommends priorities for funding.

Other City Groups:

Relative to other city groups potentially involved with the Annual Action Plan, the list includes the Wyoming Housing Commission, the Downtown Development Authority, the Parks and Recreation Commission, the Public Works Department and Parks and Recreation staff.

Kent County

The City will continue its consortium agreement with Kent County allowing them to receive and administer Wyoming's federal entitlement of HOME dollars.

Consolidated Plan Public Contact Information

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

During the Consolidated Plan process, there was engagement with residents and community organizations in the identification of housing and community development needs and priorities. This process included stakeholder interviews, surveys and stakeholder focus groups. The City of Wyoming continues to reach out and consult with public and private agencies during the Annual Action Plan process. Our Subrecipients of CDBG funds are non-profit agencies, which have included Home Repair Services who provides minor home repairs and accessibility modifications; The Heart of West Michigan United Way who provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness; Legal Aid of West Michigan, who provides legal advice for eviction proceedings and landlord-tenant issues; Family Promise of Grand Rapids who provides re-housing financial assistance and stabilization services for low-income families moving out of homelessness; and the Inner-City Christian Federation (ICCF) who provides re-housing financial assistance for low-income families.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City will continue to work with other City departments, neighboring cities, Kent County and area housing non-profits, such as Home Repair Services, The Heart of West Michigan United Way, Legal Aid of West Michigan, Family Promise of Grand Rapids and ICCF. The City also works with the Disability Advocates of Kent County. In addition, the Director of Community and Economic Development is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care to address issues of homelessness and affordable housing and the Kent County Essential Needs Task Force.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

See comments above regarding funding HUD Continuum of Care administration, Family Promise of Grand Rapids and ICCF. The City of Wyoming does not receive ESG funds.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Wyoming does not receive ESG funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Home Repair Services of Kent County Inc.
	Agency/Group/Organization Type	Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Rehabilitation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Home Repair Services provides minor home repairs and accessibility modifications. This organization was previously consulted as part of our Consolidated Housing and Community Development Plan. They also make a presentation to the Community Development Committee annually and discuss goals and outcomes.
2	Agency/Group/Organization	The Heart of West Michigan United Way
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Heart of West Michigan United Way provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals. The Director of Community and Economic Development is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care. They report annually to the Community Development Committee and discuss goals and outcomes.

3	Agency/Group/Organization	Grand Rapids Area Coalition to End Homelessness
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director of Community and Economic Development is active with this organization. The City of Wyoming supports the Coalition to End Homelessness goals.
4	Agency/Group/Organization	Family Promise of Grand Rapids
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding will be provided for low-income families moving out of homelessness and into stabilized housing.
5	Agency/Group/Organization	ICCF Community Homes
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding has been provided to ICCF in previous fiscal years. In PY 2024, the City of Wyoming donated property to ICCF's CHDO to develop affordable housing for low-moderate income families.
6	Agency/Group/Organization	Legal Aid of Western Michigan
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing Regional organization

What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Michigan has been awarded funds for the past two program year and will be funded this year. It intends to continue its successful program of legal representation of low-income tenants and homeowners at risk of homelessness.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Heart of West Michigan United Way	Affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals.

Table 3 - Other local / regional / federal planning efforts

Narrative

Agencies seeking to become Subrecipients during the 2025-2026 grant year submitted Letters of Intent to the Wyoming Community Development Committee in the fall of 2024. In reviewing these applications, the Committee also reviewed the results and outcomes from prior years and the priority needs of the Consolidated Plan. With this information, the Committee and staff developed a preliminary plan and list of projects for public review. A public hearing was conducted by the Wyoming Community Development Committee who made a recommendation

to the City Council, who also held a public hearing to accept the Plan and receive additional comments. The City continues to expand its public outreach opportunities to Subrecipients in order to provide greater access to available funding. The request for Letters of Intent was distributed to over 50 local organizations.

AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process for the 2025-2026 Year Five Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan, and consisted of the following:

A preliminary public hearing was held on Thursday, February 27, 2025, during the Wyoming Community Development Committee meeting. Notice of the hearing was published on January 21, 2025. The WCDC

discussed community needs, funding, and possible activities. The Committee recommended approval of the 2025-2026 Annual Action Plan to the Wyoming City Council.

On March 3, 2025, the Wyoming City Council met and set the date of May 5, 2025, to hold a public hearing for the Annual Action Plan.

On March 11, 2025, the Availability for Public Review of the One Year Action Plan notice and notice of public hearing on the 2025-2026 One Year Action Plan was published in the Grand Rapids Press newspaper. This notice was also posted at the Wyoming Public Library and sent to 38 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on May 5, 2025 concerning the Annual Action Plan.

On May 5, 2025, a public hearing was held during the City Council meeting. There were _____public comments received. Accordingly, the City Council _____the 2025-2026 Annual Action Plan on May 5, 2025.

A notice of intent to request release of funds and notice of finding of no significant impact regarding the 2025-2026 Environmental Reviews were published in the Grand Rapids Press newspaper on May 13, 2025, providing the public the opportunity to submit comments regarding the environmental review documentation for 15 days. _____ comments were received. A notice of the final annual action plan was published on _____notifying the public that the annual action plan would be submitted no later than 60 days after allocations are released.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	None	None	None	
4	Email outreach campaign	Minorities Non-English Speaking - Specify other language: Spanish Cantonese Persons with disabilities	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	None	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Wyoming expects to have \$990,726.66 available for the Community Development Program during this period. This amount consists of \$490,000.00 in an estimated annual CDBG entitlement grant from HUD, \$111,607.23 in CDBG entitlement carryover funds from fiscal year 2025 (PY 2024), \$72,947.89 from fiscal year 2024 (PY 2023), 216,171.54 from fiscal year 2022 (PY2021), and \$100,000 from FY 2026 anticipated program income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	490,000.00	100,000.00	400,726.66	990,726.66	990,726.66	Block grant from U.S. Department of Housing and Urban Development to address housing, community development and economic development needs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Wyoming has a consortium agreement with the County of Kent allowing them to receive and administer Wyoming's federal entitlement of HOME dollars as part of the Kent County-Wyoming HOME Consortium. The City of Wyoming has input on its share of the funds and its related applications from area developers. All data related to City of Wyoming HOME funds will be reported by Kent County staff and is not included in this Action Plan in order to avoid duplicate reporting of data to HUD. The County of Kent is responsible, by executed agreement, to obtain all necessary match funds for HOME. The City of Wyoming does provide documentation of match related to public infrastructure investments directly attributed to HOME projects within the City of Wyoming.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Where available, surplus land owned by the jurisdictions or other quasi-public agencies will be evaluated for inclusion in the projects and activities identified in the plan on a case-by-case basis. Evaluation criteria includes the condition of the property, future anticipated needs, and current needs of the project or activities. The City of Wyoming acquired vacant land in 2023 and has donated it to a non-profit CHDO to develop eight affordable housing townhomes.

Discussion

The City of Wyoming will use its federal and non-federal resources to improve communities and provide economic opportunities to the City's low- and moderate-income residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to Affordable Housing Options	2021	2026	Affordable Housing	City-Wide Low/Mod Income Families	Maintain Housing Stock and Housing Rehabilitation Homelessness Access to Affordable Owner Housing Community Health and Safety	CDBG: \$340,000.00	Homeowner Housing Rehabilitated: 65 Household Housing Unit
2	Enhance Infrastructure and Public Facilities	2021	2026	Non-Housing Community Development	All Low/Moderate-Income Areas	Public Infrastructure and Facility Improvements	CDBG: \$50,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Access to Vital Public Services	2021	2026	Non-Housing Community Development	City-Wide Low/Mod Income Families	Homelessness Access to Affordable Rental Housing Fair Housing and Consumer Legal Services Supportive and Community Services Community Health and Safety Economic Opportunity	CDBG: \$85,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted Homelessness Prevention: 10 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Access to Affordable Housing Options
	Goal Description	One of the primary goals of the City is to rehabilitate and preserve housing. This will be accomplished through homeowner rehab assistance, as well as minor repair and access modifications.

2	Goal Name	Enhance Infrastructure and Public Facilities
	Goal Description	Enhance publicly owned facilities and infrastructure that improves the community and neighborhoods, such as parks, streets, sidewalks, streetscapes and other public infrastructure and facilities, including improving accessibility to meet American with Disabilities Act (ADA) standards.
3	Goal Name	Increase Access to Vital Public Services
	Goal Description	Enhance access to public services by funding activities that support special needs and low-to-moderate income households in the community. This will be accomplished through the HUD Continuum of Care, Family Promise stabilization assistance and rapid re-housing, Legal Aid eviction and foreclosure prevention, and job training through the Hispanic Center.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Wyoming plans to use CDBG funds to accomplish projects in the areas of Housing Rehabilitation, Acquisition, Disposition, Code Enforcement, Clearance/Demolition, Capital Outlay, and Public Services. Affordable housing and homeless needs have been given high priority.

#	Project Name
1	Housing Rehabilitation 2025
2	Capital Outlay and Public Infrastructure Improvements 2025
3	Public Services 2025
4	Planning and Administration 2025

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities have been outlined in the 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan. All projects to be funded in this Action Plan are ranked as high priority need for the City of Wyoming in the Consolidated Plan. Staff capacity, regulatory requirements and funding limitations are the obstacles to addressing underserved needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Housing Rehabilitation 2025
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Increase Access to Affordable Housing Options
	Needs Addressed	Maintain Housing Stock and Housing Rehabilitation Homelessness Access to Affordable Owner Housing Access to Affordable Rental Housing
	Funding	CDBG: \$340,000.00
	Description	Homeowner rehabilitation activities and administration.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	65 low-moderate income households will receive needed repairs or modifications.
	Location Description	City of Wyoming, Michigan.
	Planned Activities	Home repair services and access modifications, single-unit residential rehab and rehab administration.
2	Project Name	Capital Outlay and Public Infrastructure Improvements 2025
	Target Area	All Low/Moderate-Income Areas
	Goals Supported	Enhance Infrastructure and Public Facilities
	Needs Addressed	Community Health and Safety Public Infrastructure and Facility Improvements
	Funding	CDBG: \$50,000.00
	Description	3,400 Wyoming residents that live within low/moderate-income areas have the benefit of enhanced sidewalk crossings and updates and renovations to City parks and other public facilities, leading to increased traffic safety, public enjoyment of City parks and other City facilities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Activities will take place in multiple locations throughout the City providing an area benefit to over 3,400 people who live in low-moderate income areas.
	Location Description	Low-moderate income areas within the City of Wyoming.

	Planned Activities	Parks and Recreational Facilities, Sidewalks, Public Facility Development.
3	Project Name	Public Services 2025
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Increase Access to Vital Public Services
	Needs Addressed	Homelessness Access to Affordable Rental Housing Fair Housing and Consumer Legal Services Supportive and Community Services Economic Opportunity
	Funding	CDBG: \$85,000.00
	Description	Public service activities to include job training, rental assistance, homelessness prevention assistance, and legal services.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	We estimate 83 low-moderate income families will benefit from these public service activities.
	Location Description	City of Wyoming low-moderate income persons and/or families.
	Planned Activities	Planned CDBG eligible activities include rapid re-housing rental assistance and stabilization, job training and mentorship, and eviction and foreclosure legal assistance.
4	Project Name	Planning and Administration 2025
	Target Area	
	Goals Supported	
	Needs Addressed	Maintain Housing Stock and Housing Rehabilitation Homelessness Access to Affordable Owner Housing Access to Affordable Rental Housing Fair Housing and Consumer Legal Services Supportive and Community Services Community Health and Safety Public Infrastructure and Facility Improvements Economic Opportunity

Funding	CDBG: \$115,000.00
Description	Administrative funds for the management, coordination, oversight, and monitoring of the CDBG programs.
Target Date	6/30/2026
Estimate the number and type of families that will benefit from the proposed activities	All Wyoming residents will benefit from affordable administration of CDBG projects and activities.
Location Description	City of Wyoming low- and moderate-income persons and low/mod areas.
Planned Activities	Planned activities include the administrative, planning, and operational support for CDBG activities, including Fair Housing and HUD Continuum of Care.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As stated in the Consolidated Plan, the City of Wyoming has a lower median income than the balance of Kent County. Nearly 65% of all Wyoming households have incomes between 0-80% AMI. Of the households that are between 0-80% AMI, 24% are extremely low-income, 26% are low-income, and 48% are moderate-income.

In reference to minority concentration, the Consolidated Plan also states that the concentration of Non-White population is in the downtown and northern areas of the city. 22.8% of Wyoming's population is Hispanic/Latino according to the 2018 Five-Year ACS data, which is a 3.4% increase over the 2000 level.

The northern and eastern areas of the city contain the oldest housing units, and housing rehabilitation does regularly occur in both areas based on need and demand.

Geographic Distribution

Target Area	Percentage of Funds
All Low/Moderate-Income Areas	11
City-Wide Low/Mod Income Families	89
City-Wide	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Basis of allocating funds in geographic areas: Our CDBG housing activities are available only to eligible low/moderate income households throughout the City. Capital Outlay activities are only eligible in low/moderate income areas. Rental Assistance is available city-wide to low/moderate income persons pending eviction. Rapid Re-Housing Financial Assistance and Stabilization Services are available city-wide to low/moderate income families moving out of homelessness and into stabilized housing. Legal Aid assistance is available to city-wide to low/moderate households. Job training is only available to low-moderate income individuals within the City of Wyoming.

Discussion

Geographic distributions of funding are in line with the intended activities' eligibility requirements.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The 2020 Stakeholder Housing and Community Development Survey found that the most highly recognized barriers to the development of affordable housing include the Not In My Back Yard (NIMBY) mentality, the cost of land or lot, the cost of labor, and the cost of materials. This was followed by the lack of affordable housing development incentives.

The City's 2020 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) identified the following Impediments to Fair Housing.

In the context of an AI, an impediment to fair housing can be an action or a lack of action that restricts housing choice, or that has the effect of restricting housing choice. This study has identified the impediments as follows.

- The high cost of rental housing and extreme burden those costs place on tenants present a barrier to fair housing choice. While housing costs for homeowners have decreased slightly since 2014, the increase in cost burden for renters is significant and indicates a need to focus specifically on actions that can be taken to assist renter households.
- Negative perceptions toward the term "affordable housing" exist and can undermine public support of housing development and interfere with efforts to increase housing options aligned with household incomes and affordability.
- The Wyoming Housing Commission's lack of contemporary information about local concentrations of poverty and minority residents prevents the Commission from carrying out its strategy of assisting residents in effective housing searches and may inadvertently exacerbate the growth or persistence of those housing patterns.
- Successful fair housing complaint outcomes, particularly concerning reasonable accommodations for persons with disabilities, may indicate a lack of awareness regarding fair housing issues and compliance that acts as an impediment to housing choice for those with disabilities.
- Geographic boundaries applied to fair housing services due to HUD grant-related requirements and local financial support may limit anti-discrimination enforcement options for residents and would-be residents.
- Unfavorable outcomes in loan originations and denials for loan applications from Hispanic applicants presents an impediment to homeownership for Wyoming's largest minority population, whether residents or would-be residents.
- Homelessness affecting Wyoming residents indicates the existence of short-term or chronic impediments to housing choice, and

an inability to resolve housing issues for oneself or one's household due to limitations of capacity or circumstances.

- The lack of information regarding racial, ethnic, and geographic characteristics of Boards, Commissions and Committees charged with leadership responsibilities is a barrier to ensuring that the diversity of the Wyoming community is represented at desired levels.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's 2020 AI contained the following recommendations:

Recommendation #1: Data

Establish Information and data protocols for the City of Wyoming, and the Wyoming Housing Commission to support fair housing goals and strategies.

Recommendation #2: Development

Work with private and community-based entities to align interests and facilitate contemporary housing and mixed-use development in those areas most appropriate for affordability.

Recommendation #3: Renter Households

Support services that focus on Wyoming's rental population to increase access to and maintenance of safe housing as a means of promoting

stability and high quality of life.

Recommendation #4: Homelessness

Develop a community-driven framework to guide local actions of City officials, agencies, law enforcement and community groups to address homelessness.

Recommendation #5: Fair Housing Complaints

Continue to work to ensure support of fair housing services to the entire Wyoming community.

Recommendation #6: Residential Lending

Analyze current individual Home Mortgage Disclosure Act (HMDA) records to inform the understanding of lending patterns and engage area lending institutions in a partnership to formulate steps to eliminate racial or national origin disparities.

Discussion

The City will continue to communicate and collaborate with area stakeholders to establish city and county-wide approaches to developing affordable housing and addressing special needs in the community. The City has partnered with Habitat for Humanity of Kent County and Next Step of West Michigan to leverage public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

City Staff representation will continue on the West Michigan Regional Planning Commission, the Grand Valley Metro Council Technical Committee, the Interurban Transit Partnership, the Division Avenue Business Association, the Grand Rapids Home Builders Association, and the Grand Rapids Rental Property Owners Association. The Director of Community and Economic Development serves as the City's representative to the Kent County Essential Needs Task Force and the HUD Continuum of Care/Grand Rapids Coalition to End Homelessness.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

See other actions and processes to be carried out in the narrative below.

Actions planned to address obstacles to meeting underserved needs

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families, the elderly, the disabled, and those at risk of becoming homeless.

Actions planned to foster and maintain affordable housing

The 2020 Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment (AI) recommendations and outlined actions to reduce barriers to affordable housing have been described in Section AP-75.

Actions planned to reduce lead-based paint hazards

The City integrates lead hazard evaluation and reduction activities into all CDBG housing rehabilitation programs. The City's Building Rehabilitation Specialist is a State of Michigan licensed lead inspector and lead risk assessor. For each housing rehabilitation project, the Building Rehabilitation Specialist identifies the potential lead hazard, develops a plan for remediation and executes the plan for remediation, in compliance with federal standards. The City will provide CDBG housing rehabilitation applicants with applicable information on the hazards of lead-based poisoning.

Actions planned to reduce the number of poverty-level families

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families and senior citizens. The following programs, administered by the City, assist households in poverty by reducing their expenses for such services and/or obligations:

- Community Development Block Grant -Loans at 3% annual interest are offered to households with incomes between 50% and 80% of the area median. Deferred Loans, at zero interest, repaid at a reduced amount, at the time of sale of the property, are offered to households with incomes below 50% of the area median.
- Senior Center - Free tax preparation services, free or low- cost recreation and leisure education programs, free legal consultation services and free medical and blood pressure screenings along with other public assistance.
- Poverty Exemptions of Property Taxes -The City allows for an exemption of all or a part of real

and personal property taxes to those persons, as determined by the Board of Review, to be in poverty. Wyoming averages about 50 exemptions each year.

- The City's Public Housing and rent certificates programs provide assistance to low-income families.
- Support of Family Promise of Grand Rapids in assisting low-income families moving out of homelessness and into stabilized housing. The families receive the benefit of short-term rental assistance and support services to help maintain permanent housing and build assets to support self-sufficiency.

Actions planned to develop institutional structure

The City continues to work with Kent County and the City of Grand Rapids in the development of regional plans in the HOME Consortium. These efforts are on-going.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has renewed its annual memorandum of understanding with the Kent County Essential Needs Task Force Governance, which is a collective effort of governmental agencies, non-profits, faith-based organizations, funders and community volunteers who seek to enhance the structure of services and develop and support a sustainable model for the emergency response network for residents throughout Kent County.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Wyoming expects to have \$990,726.66 available for the Community Development Program during this period. This amount consists of \$490,000.00 in an estimated annual CDBG entitlement grant from HUD, \$111,607.23 in CDBG entitlement carryover funds from fiscal year 2025 (PY 2024), \$72,947.89 from fiscal year 2024 (PY 2023), 216,171.54 from fiscal year 2022 (PY2021), and \$100,000 from FY 2026 anticipated program income.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

There are no urgent need activities expected for the coming program year. The City of Wyoming intends to spend the entirety of its funds on low- and moderate-income persons or low- and moderate-income areas.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE AMENDED BYLAWS OF THE
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE

WHEREAS:

1. The Greater Wyoming Community Resource Alliance (GWCRA) worked with city staff to review and revise its bylaws.
2. GWCRA approved the amended bylaws at its meeting on January 29, 2025.
3. The City Council must approve the amended bylaws.

NOW, THEREFORE, BE IT RESOLVED:

1. The amended bylaws of the Greater Wyoming Community Resource Alliance are approved by the Wyoming City Council.
2. The amended bylaws are effective immediately and until such time further amendments are necessary.

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 May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amended Bylaws

STAFF REPORT

Date: April 28, 2025
Subject: Greater Wyoming Community Resource Alliance – Amended Bylaws
From: Kimberly S. Koster, GWCRA Board Chair
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended that the City Council approve the Administrative Services Contract along with the 2025 amended and restated bylaws of the Greater Wyoming Community Resource Alliance (GWCRA).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR - Community
 - GOAL 3 – Enhance Community Engagement and Recreational Opportunities

DISCUSSION:

In 2007, the Greater Wyoming Community Resource Alliance (GWCRA) was incorporated as a non-profit entity with the purpose of providing a means for improvement to the community through the promotion of social, environmental, cultural, economic, health, and other programs that benefit the residents of Wyoming.

GWCRA has been largely funded through a donation from the City's spring carnival vendor who has historically given a percentage of the proceeds from the carnival to GWCRA. A portion of the proceeds has traditionally been used to provide scholarships for eligible youth to attend our Parks and Recreation programs. The remaining portion was typically made available for the purpose of providing grant funding for various community projects throughout the city. GWCRA also received donations from community members or business owners who wanted to support a specific project or donate a specific item (e.g., donation of police K9).

Over the last several years, the focus of GWCRA also began to shift toward the need to raise funds in order to continue the grant funding. After discussion, the GWCRA board

determined that raising additional funds would be extremely difficult and was outside the scope of their desired responsibilities. It was also determined that the donated proceeds from the carnival would be best utilized by the City's Parks and Recreation Department for their programming.

The major amendments to the bylaws included:

- A change in the composition of the board to designate not less than five, but no more than 11 members, two of whom will be the City Manager (or designee) and a member of City Council.
- Removing the requirement that the City's Finance Director serve as the Treasurer.
- An added requirement that all board actions must comply with all applicable law as opposed to only our city ordinances, policies, and procedures.
- An added statement of indemnification.
- Minor housekeeping corrections (dates, numerals, etc.)

BUDGET IMPACT:

None.

GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
2025 AMENDED AND RESTATED BYLAWS

ARTICLE I
PURPOSE AND MEMBERSHIP

1.1 The Greater Wyoming Community Resource Alliance (“**GWRCA**”) was incorporated as a Michigan nonprofit corporation in 2007, as an exempt organization formed for charitable, scientific, and educational purposes under subsection 501(c)(3) of the United States Internal Revenue Code, to provide for a means to positively improve the fabric of the community through the promotion of social, cultural, environmental, economic and health and wellness programs.

1.2 The GWRCA is a non-stock, membership organization. All persons, regardless of residency, who believe in the purposes of the GWRCA are welcome to join.

ARTICLE II
GOVERNANCE

2.1 The GWCRA will be governed by an executive board comprised of not less than 5 but not more than 11 members, 2 of whom will be those City of Wyoming, Michigan (“City”) officers designated in section 2.2, and the remainder of whom will be appointed by the City Council of the City (“**City Council**”) for staggered 3-year terms (“**Board**”).

2.2 The following will be *ex officio* members of the Board with full voting rights until the end of their term of office or, if they are designees of the identified City officer, until either the end that officer’s term of office or until that officer rescinds that designation.

- A. A City Council member appointed by the City Council.
- B. The City Manager of the City or the City Manager’s designee.

2.3 To achieve staggering of the terms, the following shall apply:

- A. One-third of the Board members of the initially appointed by the City Council shall be appointed to a term of 1-year initially, then 3-years thereafter; one-third of the Board members initially appointed by the City Council shall be appointment shall be appointed to a term to 2-years initially, then 3-years thereafter; and the final Board members initially appointed by the City Council shall be appointed to a term of 3-year terms initially, then 3-years thereafter.
- B. Any Board members appointed by the City Council to fill a vacancy for an unexpired term shall serve only until the end of that unexpired term.

2.4 There are no term limits. The City Council may reappoint Board members for subsequent terms as many times as the City Council deems appropriate.

2.5 After the initial appointment, the City Council shall appoint Board members to be appointed by the City Council from a list of nominees submitted by a nominating committee comprised of at least 2 Board members appointed by the Board Chair. The nominating committee shall submit a list of nominees to the City’s Mayor and to the Board Chair not later than the Friday of the first full week of October of each year. The City Council shall make its appointments no later than its last meeting in December of each year.

2.6 Terms of office for Board members appointed by the City Council (not the *ex officio* members) shall begin on January 1 and end on December 31.

2.7 A Board member may be removed from the Board by a majority vote of the remaining Board members for just cause including but not limited to verbally abusive or violent behavior, illegal acts, failure to perform assigned tasks, failing to disclose or acting with a conflict of interest, or other acts that may interfere with the GWCRA’s fulfillment of its purposes. The Board Chair will notify the Mayor in writing of the removal of a Board member.

ARTICLE III
OFFICERS

3.1 At its first regular meeting of each fiscal year, the Board shall elect a Chair, Vice-Chair, Secretary, and Treasurer.

3.2 The Chair shall preside at Board meetings and, if called, membership meetings, and prepare the agendas for meetings in consultation with the officer officers.

3.3. The Vice Chair shall act in the Chair's stead in the absence or unavailability of the Chair.

3.4 The Secretary shall take minutes, notify Board members and GWCRA members of meetings, maintain the GWCRA records, and file annual statements and other documents with the state of Michigan as required by applicable law.3.5 The Treasurer shall keep the financial records of the GWCRA, make its payments, handle its deposits and funds, assist in preparation of its budgets and audits, and file such annual financial filings with governmental agencies as required by applicable law.

3.6 All officers shall perform such other acts as may from time-to-time be authorized and directed by the Board.

ARTICLE IV MEETINGS

4.1 Regular Board meetings shall be at the dates, times and places established by resolution of the Board, but not less frequently than semi-annually.

4.2 The Chair or any 2 board members may call a special meeting of the Board at the date, time and place stated in a notice provided to all board members at least 48 hours before the meeting.

4.3 The Board may in its procedures allow for virtual meetings using a conference telephone call, video meeting technology or other means. If allowed by the Board's procedures, one or more Board members unable to personally attend an in-person meeting may be allowed to attend, be counted toward a quorum, vote and otherwise fully participate in that meeting by virtual means.

4.4 Board members may not grant others a proxy to vote in their stead.

4.5 The Board shall host an annual membership meeting in January of each year.

4.6 A special membership meeting may be called by the Chair or a majority of the Board members.

4.7 The Board shall, by a majority vote establish and amend as it deems necessary rules of procedure for Board and membership meetings. In the absence of such rules the most current edition of Roberts Rules of Order shall apply.

ARTICLE V AUTHORITY AND BUSINESS

5.1 All the business, property and affairs of the GWCRA shall be managed by and under the direction and control of the Board.

5.2 All Board actions must comply with applicable law.

5.3 The Board may authorize any officer or officers, agent or agents, to enter into any contracts, to execute and deliver any documents or instruments or to acknowledge any document or instrument required by law to be acknowledged in the name of and on behalf of the GWCRA. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged must be stated in a written document signed by an authorized Board officer. When the Board authorizes execution of any document or instrument, without specifying the executing officers, the Chairperson or the Secretary may execute it.

5.4 No loans shall be contracted on behalf of the GWCRA and no evidence of indebtedness shall be issued in its name unless authorized by a Board resolution granting authority to do so that is either general or confined to specific instances.

5.5 The Board may authorize any officer or agent specifically appointed by the Board to sign checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the GWCRA. The Board may also authorize, by resolution and/or contract, any other agents or persons to act in the stead of any officer to take any other actions required or on behalf of the GWCRA or any officer.

5.6 All GWCRA funds not otherwise employed shall be deposited from time to time to the credit of the GWCRA in such banks, trust companies or other depositories as the Board may select.

ARTICLE VI
GENERAL MATTERS

6.1 The GWCRA's fiscal year shall be July 1 to June 30.

6.2 To the extent of its assets or any applicable insurance, the GWCRA shall indemnify directors, officers, employees, nondirector volunteers, and agents of the GWCRA to the extent and in the manner provided in chapter 5, sections 561 through 571 of Michigan's nonprofit corporation act, 1982 PA 162, MCL 450.2561 – 450.2571, as they may from time to time be amended or replaced.

6.3 These bylaws may be amended by a resolution of the City Council following a recommendation of the Board.

6.4 Upon dissolution for any reason, all GWCRA assets remaining after paying all GWCRA obligations, debts and liabilities, shall be distributed to the City in accordance with the GWCRA's articles of incorporation.

CERTIFICATION

I certify these 2025 Amended and Restated Bylaws of the Greater Wyoming Community Resource Alliance were approved by the City Council of the City of Wyoming at a regular meeting held on _____, 2025 following a recommendation from the Executive Board of the Greater Wyoming Community Resource Alliance.

Date: _____, 2025

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE ADMINISTRATIVE SERVICES CONTRACT WITH
THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE AND AUTHORIZE
THE MAYOR AND CITY CLERK TO SIGN

WHEREAS:

1. The Administrative Services Contract between the City of Wyoming and the Greater Wyoming Community Resource Alliance (GWCRA) was approved by GWCRA at its meeting on April 22, 2025.
2. It is recommended that the City Council approve the contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the Administrative Services Contract between the City of Wyoming and GWCRA.
2. The City Council authorizes the Mayor and City Clerk to sign the Administrative Services Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Administrative Services Contract

STAFF REPORT

Date: April 28, 2025
Subject: Greater Wyoming Community Resource Alliance
From: Kimberly S. Koster, GWCRA Board Chair
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended that the City Council approve the Administrative Services Contract between the City and the Greater Wyoming Community Resource Alliance (GWCRA).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR – Community
 - GOAL 3 – Enhance Community Engagement and Recreational Opportunities

DISCUSSION:

In 2007, the Greater Wyoming Community Resource Alliance (GWCRA) was incorporated as a non-profit entity with the purpose of providing a means for improvement to the community through the promotion of social, environmental, cultural, economic, health, and other programs that benefit the residents of Wyoming.

Since then, GWCRA has administered a number of grants and provided funding and expertise for many community programs consistent with its purposes. City staff members have consistently served on the GWCRA board and often provide accounting and other advice and assistance.

In order to operate effectively, GWCRA requires accounting and other administrative services to create and maintain corporate records, file annual statements and tax returns, apply for and administer grants, make deposits, make payments, and otherwise address business activities. City staff members serve as officers or members on the board and are willing to provide the services for a payment by GWCRA of \$250 per year.

BUDGET IMPACT:

None.

ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Agreement is made as of _____, 2025, between the Greater Wyoming Community Resource Alliance, a Michigan nonprofit corporation of 1155 28th St SW, Wyoming, MI 49509 (**GWCRA**) and the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**).

RECITALS

- A. In 2007, two City employees incorporated GWCRA a charitable, nonprofit corporation to raise and provide funding to “positively improve the fabric of the community through the promotion of social, cultural, economic and health and wellness programs and services.”
- B. Since then, GWCRA has administered a number of grants and provided funding and expertise for many community programs consistent with its purposes.
- C. City staff members have consistently served on the GWCRA board often providing it accounting and other advice and assistance.
- D. To operate effectively, GWCRA requires accounting and other administrative services to create and maintain corporate records, file annual statements and tax returns, apply for and administer grants, make deposits, make payments, and otherwise address business activities (the **Services**).
- E. City and its staff members serving as GWCRA officer, board members, or other volunteers, are willing to provide the Services for a payment by GWCRA of \$250 per year (**Annual Fee**) to cover, in addition to filing fees and other expenses City may invoice to GWCRA, certain incidental expenses that may be unaccounted for and therefore not billed, such as incidental copying, the use of city offices for meetings, the use of city computers, etc.

TERMS AND CONDITIONS

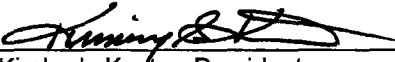
In exchange for the consideration in and referred to by the Contract, particularly their mutual desire to positively improve the fabric of the community through the promotion of social, cultural, economic and health and wellness programs and services, the parties agree:

- 1. Services. City staff will provide GWCRA the Services on an as-needed and reasonable when-needed basis, subject to City staff availability and work priorities. GWCRA designates and authorizes the City’s finance director to act on behalf of GWCRA to (i) compile and maintain GWCRA financial records, (ii) file tax returns, (iii) deposit funds in a fund set aside for GWCRA, (iv) make any payments required by law, contract, or otherwise authorized by the GWCRA board, and take other financial actions required by law or GWCRA board direction. Those financial actions will be undertaken in a manner consistent with the manner in which City handles its own finances. GWCRA designates and authorizes the City’s city manager to (i) file annual reports, (ii) prepare agendas for GWCRA board meetings, (iii) keep and maintain minutes of GWCRA board meetings, (iv) compile and maintain records of GWCRA communications with others, and (v) take other actions for the GWCRA that would commonly be undertaken by staff for a nonprofit corporation.
- 2. Payment. GWCRA shall pay the fixed Annual Fee for the Services each January beginning in January 2025 and the City’s finance director is authorized to make the Annual Fee payment during each January.
- 3. Term and Termination. The term of this Contract shall be 5 years, ending December 31, 2030. However, either party may terminate this Contract with 90 days written notice to the other party.
- 4. General Provisions.
 - A. This Contract constitutes the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all other agreements between the parties regarding its subject matter.
 - B. The captions are only for reference and shall not affect its interpretation, but the recitals are an integral part of this Contract.
 - C. Any reference to a party’s officer by title shall include that officer’s designees.

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

**GREATER WYOMING COMMUNITY
RESOURCE ALLIANCE**

CITY OF WYOMING

By: 
Kimberly Koster, President

By: _____
Kent Vanderwood, Mayor

By: 
Krashawn Martin, Secretary


By: _____
Kelli A. Vandenberg, City Clerk

Date signed: April 30, 2025

Date signed: _____, 2025

Approved by GWCRA Board at its
meeting of April 22, 2025

Approved as to form:


Heather Chapman, Deputy City Attorney

Approved by City Council at its meeting of
_____, 2025.

RESOLUTION NO. _____

RESOLUTION TO APPOINT GREGORY T. STREMERS AS CITY ATTORNEY, TO APPROVE AN EMPLOYMENT AGREEMENT, AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN

WHEREAS:

1. The City Charter provides that the City Council is to appoint a City Attorney to serve at the pleasure of the City Council for an indefinite term.
2. The City Council wishes to appoint Gregory T. Stremers as the City Attorney and wishes to employ Gregory T. Stremers pursuant to the attached employment agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Gregory T. Stremers is appointed as City Attorney for the City of Wyoming effective June 30, 2025.
2. The attached employment agreement is approved, and the Mayor and City Clerk are authorized to execute it on behalf of the City.
3. The City Manager is authorized to approve any future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held May 5, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Employment Agreement

**CITY OF WYOMING
EMPLOYMENT AGREEMENT – CITY ATTORNEY**

This Employment Agreement is made as of May 5, 2025, to be effective on June 30, 2025, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Gregory T. Stremers, an individual whose current home address is as provided in the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its City Attorney effective on June 30, 2025. Employee acknowledges that the City Attorney serves at the pleasure of the City Council, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as City Attorney, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as City Attorney ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

2. PERFORMANCE. Employee shall perform the duties of City Attorney in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the City Council. The City Council may delegate to the City Manager the responsibility to formally evaluate Employee's performance annually.

3. SERVICE DATE. Employee's date of service with City shall be effective June 30, 2025. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

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

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

A. On June 30, 2025, Employee shall be credited with 160 hours of vacation leave time, and on each January 1, thereafter, Employee shall be credited with 160 hours of vacation leave time until such time as the Administrative and Supervisory Association department head employee vacation schedule applies. On July 1, 2025, Employee shall be credited with 8 hours of sick leave time and, after that, Employee shall accrue sick leave in accordance the Administrative and Supervisory Association's collective bargaining agreement.

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

6. MOVING EXPENSES AND RENTAL ASSISTANCE. City shall reimburse Employee reasonable expenses for moving his household belongings from his residence in Port Huron, Michigan, to his new residence, provided his new residence is within the City limits of Wyoming. Such reimbursement shall not exceed \$7,500.

City shall reimburse Employee for temporary rental of a residence within the City limits of Wyoming for up to six months, except that the City Manager may extend temporary rental reimbursement for up to three additional months if Employee can demonstrate compelling reasons as to need. Such reimbursement shall not exceed \$2,000 per month for total monthly reimbursement nor include his new primary residence.

Reimbursements under this provision shall be made in the same manner as the City makes other reimbursements for travel or other business expenses and shall require filing of receipts and other documentation in accordance with City policies and practices.

If Employee's employment is terminated pursuant to Section 8A or 8B of this Agreement prior to June 30, 2028, Employee shall reimburse the City for all moving and temporary rental expenses. If Employee's employment is terminated pursuant to Section 8A and 8B of this Agreement after June 30, 2028, but before June 30, 2030, Employee shall reimburse the City for half of the moving and temporary rental expenses.

7. 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. The City shall pay Employee's annual dues for the State Bar of Michigan (including membership in the Government Law Section), the Grand Rapids Bar Association, and the Michigan Association of Municipal Attorneys.

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

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

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

C. By the City Council, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision, and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

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

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

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

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

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

12. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as City Attorney.

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

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

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

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

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

City of Wyoming

Gregory T. Stremers

By: _____
Kent Vanderwood, Mayor

Date signed: _____, ____

Date signed: _____, ____

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, ____

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
ACCEPT A CONTRACT AMENDMENT

WHEREAS:

1. Formal bids have been obtained on the below listed items.

Item	Recommended Bidder	Cost
Engineering Services for the Wastewater Treatment Plant Operations and Maintenance Manual	Fishbeck	\$38,500.00
Trash Pickup for City Buildings and Parks	Arrowaste, Inc.	Public Service Building
		Wastewater Treatment Plant (20 yd roll off only)
	GFL Environmental	City Hall & 62A District Court
		Fire Stations 1, 2, 3, and 4
		Gezon Pumping
		Public Safety-Gun Range
		Public Safety-Police Building
		Senior Center
		Wastewater Treatment Plant (8 yd trash containers and 4 yd recycle)
		Wyoming Library
		Drinking Water Plant
Parks		

2. A contract amendment has been obtained on the below listed item.

TeamDynamix Annual Subscription	TeamDynamix Solutions LLC	Prices as shown on the attached contract amendment
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3. The bids and contract amendment have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports.
2. City Council accepts the contract amendment for the TeamDynamix annual subscription as recommended in the attached staff report.
3. City Council authorizes the City Manager to sign the contracts.
4. City Council authorizes the City Manager to sign the contract amendment.

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 May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts
Contract Amendment

Resolution No. _____

STAFF REPORT

Date: April 15, 2025

Subject: Award of Bid for Engineering Services for the WWTP O&M Manual

From: Jon Burke, Wastewater Treatment Plant Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for Engineering Services for the Wastewater Treatment Plant Operations and Maintenance Manual to Fishbeck in the amount of \$38,500.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The State of Michigan requires the wastewater treatment plant (WWTP) to have an Operations and Maintenance manual for the entire plant. This manual is not meant to replace day to day operating procedures, but it will serve as a reference manual for entities such as the State of Michigan Department of Environment, Great Lakes and Energy (EGLE), consultants, and contractors.

During the annual inspection with EGLE in November of 2024, they required that the existing O&M Manual be updated to reflect several process changes that the WWTP has experienced in the last several years. These process changes have included the addition of UV disinfection, elimination of chlorine disinfection, addition of a biofilter, and installation of screw pumps.

A request for proposals was sent out in January and bids were opened by the Clerk's office on Tuesday, February 18th. Two bids were received. One was from Fishbeck for \$38,500, and the other was from Donohue & Associates for \$72,490. While Donohue has done excellent work for us in the past and are currently working on several other projects for us, Fishbeck has also designed our recent biofilter project and boiler upgrades. Fishbeck has a former Wyoming WWTP operator on their staff who will be completing most of the work on the project. Therefore, it is recommended that the Council approve the low bid from Fishbeck in the amount of \$38,500.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54300-801.000.

ATTACHMENT:

Fishbeck signed contract

CITY OF
WYOMING

Engineering Services for the Clean Water Plant Operations and Maintenance Manual

PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Fishbeck
[Name of contracting entity]
A 100% Employee Owned Corporation in Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Drive
[Contractor's street address]
Grand Rapids, MI 49546
[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: MAY 6, 2025

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

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

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

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: [Signature]

Contractor: Fishbeck

By: [Signature]
[Signature officer, director, or principal of Contractor]
Dave Baar, Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 11, 2025

BID/PROPOSAL FORM

Bid/Proposal for Engineering Services for the Clean Water Plant Operations and Maintenance Manual

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

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

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>05061-9857 Fishbeck</u>		

Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Unless the specifications otherwise state, the following is provided for statistical purposes only.

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

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


BID/PROPOSAL FORM CONTINUED

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

State bid price as per the specifications included herein. \$ 38,500

Fishbeck
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]


[Signature for proponent]

John Willemin, Senior Vice President in Charge

[Printed name and title of person signing]


[2nd signature for proponent]

Dave Baar, Vice President

[Printed name and title of 2nd person signing]

Date signed: 02/17/2025

1515 Arboretum Drive, SE
[Proponent's street address]

616.575.3824
[Proponent's business phone]

Grand Rapids, MI 49546
[City] [State] [Zip]

John Willemin, 616.485.3931
[Cell phone number(s) of person(s) signing for proponent]

Dave Baar, 616.450.1126

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

djbaar@fishbeck.com

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

February 18, 2025

Jon Burke
Plant Superintendent
Wyoming Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Proposal for Clean Water Plant (CWP) Operation and Maintenance Manual Project

Dear Mr. Burke:

Fishbeck appreciates the opportunity to propose engineering services to help the Wyoming Clean Water Plant (CWP) develop an updated Operation and Maintenance (O&M) Manual. We have reviewed the information the City provided in the request for proposals (RFP) and discussed the scope of services internally. We feel that we can offer an excellent service with our firm's experience developing O&Ms and with our unique operational experience at the CWP. We offer the following professional engineering services proposal for your consideration.

Fishbeck has worked with the City on past projects at the CWP, including designing and constructing the biofilter odor control system. We are currently working with the City on a Water System Optimization Study. We value our relationship with the City and look forward to working with you on this project. As an attachment to this proposal, we have included a brief company overview for reference.

Statement of Understanding

We understand that the O&M manual is not intended to replace the existing Standard Operating Procedures (SOPs) that the plant currently uses for day-to-day operations and maintenance. Instead, the O&M manual will serve as a reference manual for the various departments within the plant (operations, maintenance, and laboratory) and communication outside the plant with entities such as EGLE, consultants, and contractors. Furthermore, the manual is intended to serve as a living document that will change with the facility over time. Fishbeck understands that EGLE has requested the City to develop a current O&M manual that includes the following sections as outlined in the EGLE checklist:

- I. Introduction
 - a. Operation and managerial responsibilities
 - b. Plant treatment requirements
- II. Permit Standards
- III. Description, Operation, and Control of Treatment Facilities (list of unit operations)
- IV. Personnel
 - a. Staffing plan
 - b. Qualifications
 - c. Certification
- V. Laboratory Testing
- VI. Records
- VII. Maintenance
 - a. Equipment record system
 - b. Planning and scheduling
 - c. Storeroom and inventory system

- d. Maintenance personnel staffing requirements
 - e. System for cost accounting and budgeting
 - f. Special tool list, tool room control
 - g. Lubrication schedule, lubricant list
 - h. Major equipment maintenance procedures
 - i. Equipment warranty provisions
 - j. Recommended list of outside contract maintenance tasks/firms
- VIII. Emergency Operation Plan
 - IX. Safety
 - X. Utilities
 - XI. Electrical systems

Information may be summarized in the report and supplemented with additional information found in appendices to the manual. Fishbeck has reviewed and understands the possible appendices identified in *Attachment A: Checklist for Review of the Operation and Maintenance Manual*.

Approach, Objectives, and Goals

Task 1: Gather Data and Kickoff

We believe that developing the O&M manual should be a collaborative endeavor to provide the City with a usable document that aligns with the reality of facility operations. Before a kickoff meeting with the City, we will provide a list of requested documents which could include:

- Existing O&M manual information
- Existing SOPs
- Major equipment O&M manuals
- Record drawings, including current flow schematics
- Current maintenance records

We will conduct a project kickoff meeting to review the available information, confirm the overall project goals and objectives, confirm the work plan and schedule for developing the O&M manual, and gain input from key City personnel, including CWP operations and maintenance staff. Fishbeck will develop a preliminary outline for the O&M manual for discussion during the kickoff meeting. During the meeting, we will brainstorm with the City to develop a list of current gaps in information and a work plan to provide the required information identified in Attachment A from EGLE.

Following the meeting, Fishbeck will update the O&M manual outline based on City feedback and will develop a task list for the City and Fishbeck with deliverable dates to help keep the project on schedule. This information will be provided along with the meeting minutes.

Deliverables: Request for Information, O&M Manual Outline, Kickoff Meeting Agenda and Minutes.

Task 2: Develop Draft O&M Manual

Overview

We will next develop a draft O&M manual. The draft manual will involve compiling the City's existing supporting documents and developing content to meet the City's and EGLE's requirements. Our approach for each major section is detailed below.

Introduction

Fishbeck will provide a brief description of the facility, including a treatment process overview, operation and managerial responsibilities, and treatment objectives as determined by the City and the National Pollutant Discharge Elimination System (NPDES) permit requirements.

Fishbeck will work with the CWP staff to define the responsibilities of operations and managerial staff. We will identify available training opportunities provided by the City, the State of Michigan (EGLE), or through professional organizations such as the Michigan Water Environment Association (MWEA), Water Environment Federation (WEF), American Water Works Association, etc. Additionally, we will work with the City to identify recommended publications for operations and managerial staff.

Fishbeck will provide a description of the treatment objectives, including a reference to the NPDES permit. A flow diagram will be included as an appendix to the manual.

Permit Standards

The permit standards include the NPDES permit limits, water quality standards, and designated uses. The current NPDES permit and the Basis of Decision memo from EGLE will be included in the appendices.

Description, Operation, and Control of Treatment Facilities

Fishbeck will describe each current operation unit, including forward wastewater treatment, sludge handling, and plant water systems. Fishbeck understands that the City has extensive SOPs for plant operation. Current SOPs will be referenced in this section and included as an appendix to the O&M manual. For each unit operation, we will provide:

- A description of the unit operation.
- The function of the unit operation.
- A description of the flow routing and design efficiency.
- A list of major components and mechanical equipment with their design capacities (when applicable).
- A description of how the unit operation may impact other unit operations.
- A simple control description for the unit operation.
- Startup and shutdown procedures for the unit operation.
- A description of normal operation (i.e. valve positions, sludge depth, etc.).
- A description of alternate operation modes (when applicable), including emergency operations and failsafe features.

Personnel

Fishbeck has historically used "The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants" (prepared by the New England Interstate Water Pollution Control Commission) to estimate staffing requirements for wastewater facilities. EGLE has accepted this guide in other instances. This guide includes a Microsoft Excel-based staffing estimator. The guide develops recommended staffing levels by inputting information about unit processes, maintenance requirements, laboratory requirements, and available support systems. We have found that the guide may overestimate staffing requirements. We will work with the City to adjust the guide based on actual operating experience to develop a staffing plan that includes supervisors, administrative staff, operations staff, and maintenance staff. We will discuss staff qualifications (training, experience, skills, certifications) at the various staffing levels. Additionally, we will identify current staff certification levels.

Laboratory Testing

The NPDES permit provides a basic outline for laboratory testing required for permit compliance. To reduce the risk of treatment upsets, the CWP must perform additional laboratory analysis, including at intermediate points through the treatment process (primary effluent, secondary effluent, etc.). Fishbeck will work with the operations staff to develop an outline for the sampling and testing program. We will briefly describe the importance of the testing parameter and the expected ranges for normal operation. We will provide a list of laboratory reference materials, including guides used by EGLE during compliance inspection. We will include the existing laboratory bench sheets as an appendix document.

Records

Maintaining accurate and complete records is important for permit compliance and troubleshooting potential operational issues. For example, repetitious high-influent loading may indicate routine maintenance at an industrial facility in the collection system, which may go unnoticed without careful examination of record data. Fishbeck will provide a description of record-keeping activities for plant operations. We will include the existing daily operating log, monthly operating report, and annual report, as appendix documents. Fishbeck will develop instructions for the reporting forms with input from CWP staff. Additionally, Fishbeck will provide a written description of the actions that should be taken in emergency conditions, including actions for a unit treatment bypass, a sanitary sewer overflow, and a permit violation.

Fishbeck will also describe non-operating information, including personnel record system recommendations. Based on input from the city, maintenance and laboratory records information will be provided in their associated

sections or in the records sections. Fishbeck has historically included maintenance and laboratory records, keeping information in their associated sections of the O&M manual.

Maintenance

Wyoming has a well-developed system of SOPs used to operate and maintain the CWP. Maintenance tasks are generally tracked using computerized maintenance management system (CMMS) software. The O&M manual will provide a conceptual description of the existing maintenance program. The O&M manual will include an appendix summarizing current treatment assets, including equipment numbering, nameplate data cards for major equipment, and maintenance record cards.

We will work with the City to provide a general description of the preventative maintenance plan and work order system. We will provide a sample work order form as an appendix document. In collaboration with the City, we will identify currently stocked spare parts, special tools, and consumables (oil, grease, etc.) and identify additional items that should be kept in stock. We will work with maintenance staff to understand and briefly describe the equipment lubrication schedule. Additionally, we will identify chemical suppliers and suppliers for other consumable operations materials.

Fishbeck will reference major equipment O&M manuals for maintenance procedures and warranty provisions.

Maintenance personnel staffing requirements will generally be described in the Personnel section of the O&M manual. Additionally, we will identify outside contract maintenance firms that have performed tasks for the City or are anticipated to be used in the future.

The City develops an annual operations and maintenance budget. Fishbeck will briefly describe this system for cost accounting and budgeting.

Emergency Operation Plan

Fishbeck will provide a list, including contact information, for local emergency service providers, including police, fire, and first aid. We will work with the CWP staff to compile existing vulnerability analysis information for the facility to identify high-risk activities and will compile existing emergency operating plans for situations including flood conditions, fire, and storm events.

Safety

Fishbeck understands that the City has a developed safety program. This program will be referenced in the O&M manual, with applicable guidance documents included in the appendix. Additionally, we will develop a list of hazards and safety measures to be taken when these hazards may be encountered, including contact information for first responders. Hazards could include:

- Sewer hazards
- Mechanical equipment hazards
- Health hazards (cold and heat)
- Oxygen deficiency or Hazardous Gases (hydrogen sulfide, etc.)
- Process chemicals
- Electrical hazards
- Explosion & fire hazards
- Chlorine hazards
- Laboratory hazards

Utilities

Fishbeck will work with the City to summarize the contact information for utility providers at the CWP, including natural gas, electrical, internet, etc.

Electrical Systems

Fishbeck has a good understanding of the Wyoming CWP electrical system, including the standby power system. For the O&M manual, we will describe the electrical system down to the motor control centers (MCC) and compile existing one-line diagrams. We will provide a written description of procedures for removing and returning major electrical gear from service.

Draft O&M Manual Review

Fishbeck will provide the City with an electronic draft O&M manual for review and input. We will schedule a review meeting with key stakeholders from the City, including CWP supervisors, operators, administrative staff, maintenance staff, and laboratory staff. During the review meeting, we will seek input on remaining information gaps and feedback on developed content.

Deliverables: Draft O&M Manual, Review Meeting Agenda and Minutes.

Task 3: Develop Final O&M Manual

Fishbeck will incorporate applicable City comments on the draft O&M manual and assist the City with submitting the final O&M manual to EGLE for review and comment. Upon receipt of comments from EGLE, Fishbeck will conduct a final O&M manual review meeting with the City to discuss final revisions to the O&M manual. Fishbeck will provide one original (marked "original") and two bound paper copies in three-ring binders, along with an electronic copy on a flash drive. The electronic copy will be formatted with tabs for easy navigation and will allow for full alphanumeric recognition of printed characters to allow searching through the document.

Deliverables: Final O&M Manual for EGLE Review, Final Review Meeting Agenda and Minutes, Final O&M Manual (Original, Two Hard Copies, One Flash Drive Copy).

Key Personnel

Fishbeck has a team of experienced wastewater engineers to assist with developing the O&M manual. We have selected a proposed project team that is well-suited for this project and has unique operations experience at the Wyoming CWP. In addition to the key personnel identified below, Fishbeck will utilize additional wastewater engineers (as necessary) and electrical engineers to develop the O&M manual. Brief descriptions of the role of key personnel are provided below. Full resumes can be provided upon request.



Josh Redner, PE – Project Manager

Josh is a design engineer and technical consultant on municipal and industrial wastewater treatment projects. He has specific experience in the planning, design, and implementation phases for mechanical, biological, and chemical treatment systems, asset management, and wastewater regulations. Josh will use this design experience, along with his understanding of regulatory requirements associated with O&M manuals, to help successfully guide the project. Josh will serve as the project manager and primary point of contact for this project at Fishbeck.



Josh Juhl - Lead Process Engineer

Josh's primary responsibilities at Fishbeck include planning, designing, and construction engineering for treatment system projects. Prior to joining Fishbeck, Josh was an operator for seven years at the Wyoming CWP and continues to maintain a Class A Municipal Wastewater Treatment Plant Operator Certification. While in his role as an operator, Josh gained critical knowledge about the wastewater treatment process. Josh understands the operation of this facility and will serve as the lead process engineer on this project.



Dave Baar, PE – Vice President in Charge, Quality Assurance

Dave has supervised the study, design, and construction of water and wastewater system improvements for various municipal and industrial clients. His experience includes project management and oversight of biological treatment systems, solids handling systems, and preliminary treatment systems. Dave will use his experience to guide the project and will serve as the lead quality assurance reviewer for Fishbeck.

Similar Projects

Fishbeck frequently develops O&M manuals as part of our construction phase services for major plant projects. We have also developed O&M manuals as a standalone project, not associated with facility improvements. Examples of each of these approaches is described below.

City of Jackson O&M Manual Development



The City of Jackson has owned and operated a WWTP on the banks of the Grand River since the 1930s. From the 1950s to 2020, the plant underwent major expansion projects that increased the current permitted capacity for the facility to 19.5 (mgd). The WWTP is a conventional activated sludge treatment plant that receives daily average flow of 13 mgd. Fishbeck assisted the City in developing a master plan in 2005 and receiving a SAW grant in 2013. The SAW grant resulted in a series of projects over the following years including a complete update of the operation and maintenance (O&M) manual for the WWTP, that was completed in 2020 and incorporated the various improvements at the plant including UV disinfection.

Contact Person: Mike Osborn, DPW Director
 Email: mosborn@cityofjackson.org
 Phone: 517-768-6142

City of Ludington Wastewater Treatment Plant Improvements



Fishbeck assisted the City with improvements to their WWTP and collection system by providing planning, design, and construction administration services.

WWTP improvements included constructing preliminary treatment; converting an existing lagoon into an equalization basin, two extended aeration treatment basins, and two biosolids storage basins; constructing a chlorine contact tank and implementing dechlorination equipment; replacing clarifier mechanisms, clarifier feed pumps, return activated sludge pumps, treatment blowers, and the main

collection system pump station pumps; and upgrading the electrical system and installing stand-by power generators. Fishbeck worked with the City to develop a complete plant O&M manual.

Contact Person: Chris Cossette, WWTP Superintendent
 Email: ccossette@ci.ludington.mi.us
 Phone: 231-843-3190

City of Fairborn, OH Water & Sewer O&M Manual Updates



Fairborn, OH maintains water and sewer systems that provide exceptional quality and services to its customers. Fairborn has performed several system upgrades to its water and sewer systems in the past ten-plus years and expressed an interest in updating their existing O&M manuals for their water treatment plant, water distribution system, sanitary sewer collection system and Water Reclamation Center (WRC). Fishbeck worked collaboratively with City staff to update the O&M manuals for the water and sewer systems.

Contact Person: Frank Barosky, Water Reclamation Plant Manager
 Email: frank.barosky@fairbornho.gov
 Phone: 937-754-3097

Proposal Assumptions

Fishbeck used the following assumptions while developing this proposal:

- The City will provide requested information and assist in filling in any gaps in information that we discover, through email, phone calls, and site visits when appropriate. We are assuming that personnel from the City, including administration, operations, maintenance, and laboratory will provide input during the review steps through the development of the O&M manual. We understand that additional review time may be required by the City or EGLE and we may need to adjust the schedule based on actual required review time.
- The kickoff meeting, Draft O&M Review Meeting and Final O&M Review Meeting will be conducted in person at the CWP. Other progress discussion will be conducted virtually.
- Draft O&M manuals will be provided in digital format to the City for review. Hard copies will only be provided for the final O&M manual after City and EGLE comments are incorporated.
- Fishbeck will complete all work without the assistance of subcontractors.
- Existing documents will be used to meet EGLE requirements. Fishbeck will not be required to create new graphics for plant flow schematics, one-line diagrams, etc.

Schedule

After receiving authorization, Fishbeck is available to begin performing services for this project immediately. We anticipate that the review of existing documentation and development of a draft outline will occur during the first four weeks after authorization. The draft O&M manual will be developed during the next ten weeks after the meeting to discuss and finalize the outline. We will allow two weeks for the City to review the final draft and one week to incorporate comments before submitting it to EGLE. Finalization of the O&M manual will occur four weeks after EGLE comments are received.

Fee Proposal

Fishbeck proposes to complete the described scope of services for a lump sum fee of \$38,500. The attached cost table is our current estimated hour allocation by staff member and task. We understand the project scope and appreciate the opportunity to continue providing services to the City of Wyoming. We look forward to working with you and your staff on this project. If you have any questions or require additional information, please get in touch with me at 616.464.3848 or jredner@fishbeck.com.

Sincerely,



Joshua W. Redner, PE

Senior Water & Wastewater Engineer

City of Wyoming
Engineering Services for the Clean Water Plant Operations and Maintenance Manual

Task Description	The Staff					Total Hours	Expenses	Task Fee
	Project Manager (Senior Engineer) Austin Reeder \$212	Process Engineer (Engineer) Josh Neri \$138	Electrical Engineer (Senior Engineer) Matt Stock \$195	QA/QC (Senior Associate) Dove Beor \$250	Administrative Support (Production Support) Jody Ullrich \$105			
Task 1: Gather Data and Kickoff								
Request for Information	1	2			1	4		\$ 594
Kickoff Meeting	4	20	2		1	27	\$ 1,105	\$ 4,211
Review Existing Information	4	40	4		2	52		\$ 7,864
Task 2: Develop Draft O&M Manual								
Permit Standards	2	4				6		\$ 976
Description, Operation, and Control of Treatment Facilities	2	16				18		\$ 2,632
Personnel	1	6				7		\$ 1,040
Laboratory Testing	2	6				8		\$ 1,352
Records	2	6				8		\$ 1,352
Maintenance	2	16				18		\$ 2,632
Emergency Operation Plan	1	2				3		\$ 488
Safety	1	2				3		\$ 488
Utilities		1				1		\$ 138
Electrical Systems		2	8			10		\$ 1,844
Draft O&M Manual Review Meeting	4	8	4		4	24	\$ 1,105	\$ 4,265
Task 3: Develop Final O&M Manual								
Incorporate Draft Comments	2	12	2		1	18		\$ 2,928
Provide Final O&M to EGLE	1	2				3		\$ 488
Final O&M Manual Review Meeting	4	8	1		1	14	\$ 1,105	\$ 2,359
Review and Incorporate Comments from EGLE	2	8	1		2	11		\$ 1,224
Provide Final O&M to Wyoming	1	4			1	8	\$ 1,199	\$ 1,425
Total Hours	36	165	22	8	12	243		\$ 38,500

Fishbeck Overview

ESTABLISHED

1956

COMPANY TYPE

100% employee-owned corporation

TOTAL PERSONNEL

700+

LOCATIONS

17 offices throughout Michigan, Ohio, and Indiana

WEBSITE

www.fishbeck.com

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves educational, governmental, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Our specialists are committed to providing creative, value-driven services and exceptional results.

We are listeners, collaborators, and partners. Fishbeck's ability to connect across our numerous in-house disciplines allows us to see the big picture and, because we approach each project from many different perspectives, gives us an unparalleled ability to innovate.



ALL IN ONE. It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.



ARCHITECTURE AND ENGINEERING

- Architecture
- Building Enclosure Commissioning
- Electrical
- Energy Assessment
- Facility Condition Assessment
- Interior Design
- Mechanical
- Parking Planning/ Design/Restoration
- Structural
- Systems Commissioning



INFRASTRUCTURE ENGINEERING

- Construction Engineering/Inspection
- Geospatial Services
- Site Development
- Stormwater Management
- Traffic/TIS
- Transportation
- Wastewater Collection
- **Wastewater Treatment**
- Water Distribution
- Water Storage
- Water Supply/Treatment



ENVIRONMENTAL SCIENCES

- Air Quality
- Asbestos/Lead/ Demolition Management
- Brownfield Redevelopment
- Environmental Management and Compliance
- Environmental Site Assessment
- Industrial Hygiene
- Remediation
- Wetland and Ecological



CONSTRUCTION

- Construction Management
- Cost Estimating
- Design/Build
- Preconstruction
- Reconstruction and Cost Reduction Studies
- Scheduling

WASTEWATER TREATMENT

Fishbeck's process designers along with our in-house team of structural/architectural, mechanical, and electrical engineers provide economical solutions to the complex issues for your wastewater project.

TREATMENT AND EXPANSION STUDIES

MASTER PLANNING

PILOT TESTING

PROCESS DESIGN

- Screening and Grit Removal
- Sedimentation Tanks and Clarifiers
- Biological Processes
- Media and Membrane Filters
- Disinfection – Chlorination and UV
- Residual Treatment and Dewatering
- Chemical Storage and Feed Systems
- Wastewater and Sludge Pumping
- Instrumentation and SCADA Systems

INTEGRATED CONSTRUCTION SERVICES

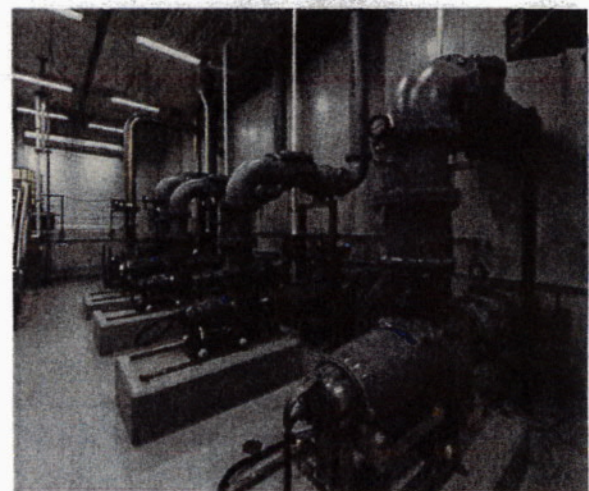
NUTRIENT ANALYSIS AND CONTROL EVALUATIONS

DISCHARGE PERMITTING

INDUSTRIAL PRETREATMENT PROGRAM ASSISTANCE

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STAFF REPORT

Date: April 28, 2025
Subject: Trash Pickup Service for City Buildings & Parks
From: Laura Jackson, Secretary II
CC: Jodi Yenchar, Finance Director
Meeting Date: March 5, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for trash pick-up service to Arrowwaste, Inc. and GFL Environmental in the amounts as indicated on the tabulation below.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, April 15, 2025, the city received four responses to our invitation for bids on trash pickup services for City buildings and parks. A total of 162 invitations were sent to prospective bidders, with 19 bidders downloading the bid documents.

The collection and disposal of trash plays a vital role in improving the environment and protecting our natural resources. By managing waste effectively, we contribute to a cleaner, healthier community and promote a better quality of life for everyone.

The bid proposal form required all bidders to provide a price per pick-up, a total monthly rate based on the number of containers, the size of the container(s), and the number of pick-ups per facility. Additionally, bidders were asked to include a rate per pick-up for any extra services requested by the department.

Following a review with the City Attorney, it was concluded that the bid submitted by Allied Waste Systems, Inc. (dba Republic Services Inc.) included alterations to the City's terms and conditions, rendering the bid non-responsive. Additionally, it was deemed in the City's best interest to decline the bid from Waste Management of Michigan as the City has encountered numerous billing issues with this provider over the past two years.

After reviewing all submissions, it was determined that awarding the bid to both Arrowwaste, Inc. and GFL Environmental would best serve the City's interests. The awards are allocated to the low bidder for each facility as shown in the table below:

Recommended Bidder	Facility
Arrowwaste, Inc.	Public Service Building
	Wastewater Treatment Plant (20 yards roll off only)
GFL Environmental	City Hall & 62A District Court
	Fire Stations 1, 2, 3, and 4
	Gezon Pumping
	Public Safety – Gun Range
	Public Safety - Police Building
	Senior Center
	Wastewater Treatment Plant (8 yd trash containers and 4 yd recycle)
	Wyoming Library
	Drinking Water Plant
	Parks

TABULATION:

Trash Pickup Services for City Buildings									
Building	Containers		Pickup Schedule (# of times per week)	Arrowwaste, Inc.			GFL Environmental		
	#	Size (cu.yd.)		Year One (6/1/25 – 5/31/26)	Year Two (6/1/26 – 5/31/27)	Year Three (6/1/27 – 5/31/28)	Year One (6/1/25 – 5/31/26)	Year Two (6/1/26 – 5/31/27)	Year Three (6/1/27 – 5/31/28)
City Hall & 62A District Court	1	8	1	\$40.14	\$41.14	\$42.14	\$34.00	\$36.38	\$38.93
	1	6	1	\$35.30	\$36.30	\$37.30	\$25.50	\$27.29	\$29.20
	1	4 (Recycled Paper)	1	\$27.87	\$28.87	\$29.87	\$21.00	\$22.47	\$24.04
Fire Station #1	1	2	1	\$21.00	\$22.00	\$23.00	\$18.45	\$19.74	\$21.12
	1	2 (Cardboard & Recycled Paper)	1	\$11.55	\$12.55	\$13.55	\$18.45	\$19.74	\$21.12
Fire Station #2	1	2	1	\$21.00	\$22.00	\$23.00	\$18.45	\$19.74	\$21.12
Fire Station #3	1	2	1	\$21.00	\$22.00	\$23.00	\$18.45	\$19.74	\$21.12
	1	96 gl. Tote (Cardboard & Recycled Paper)	1	\$6.70	\$7.70	\$8.70	\$3.46	\$3.70	\$3.96
Fire Station #4	1	2	Bi-Weekly (26 pickups/year)	\$21.00	\$22.00	\$23.00	\$18.45	\$19.74	\$21.12
	1	96 gl. Tote (Cardboard & Recycled Paper)	1	\$6.70	\$7.70	\$8.70	\$3.46	\$3.70	\$3.06
Gezon Pumping	1	2	As needed (Dept. will call when pickups are needed)	\$36.00	\$36.00	\$36.00	\$18.45	\$19.74	\$21.12
Public Safety – Gun Range	1	3	1 (per month)	\$54.36	\$55.36	\$56.36	\$21.00	\$22.47	\$24.04
Public Safety – Police Department	1	6	2	\$30.68	\$31.68	\$32.68	\$25.50	\$27.29	\$29.20
Public Service Bldg.	1	30 (Est. 4.5 tons/pickup)	1	\$445.00	\$460.00	\$475.00	\$175.00/haul \$85.00/ton	\$187.25/haul \$90.05/ton	\$200.26/haul \$96.35/ton
	1	6 (Cardboard & Recycled Paper)	1	\$20.00	\$21.00	\$22.00	\$25.50	\$27.29	\$29.20
	1	2 (Dead Animals)	Daily (Mon-Thurs)	\$21.41	\$22.41	\$23.41	\$18.45	\$19.74	\$21.12

Trash Pickup Services for City Buildings									
Senior Center	1	8	1	\$40.14	\$41.14	\$42.14	\$34.00	\$36.38	\$38.93
Wastewater Treatment Plant	1	20 (Roll-off Type - Est. 4 tons/pickup)	2 (Tues-Fri)	\$400.00	\$415.00	\$430.00	\$175.00/haul \$85.00/ton	\$187.25/haul \$90.05/ton	\$200.26/haul \$96.35/ton
	1	8	1 (Friday)	\$40.14	\$41.14	\$42.14	\$34.00	\$36.33	\$38.93
	1	8	1 (Friday)	\$40.14	\$41.14	\$42.14	\$34.00	\$36.33	\$38.93
	1	4 (Cardboard & Plastics & Recyclable Paper)	1 (Friday)	\$27.71	\$28.71	\$29.71	\$21.00	\$22.47	\$24.04
Wyoming Library	1	8	1	\$40.14	\$41.14	\$42.14	\$34.00	\$36.33	\$38.93
Drinking Water Plant	1	6	Bi-Weekly (26 pickups/year)	\$46.85	\$47.85	\$48.84	\$25.50	\$27.29	\$29.20
	1	6 (Cardboard, Plastics & Recyclable Paper)	Bi-Weekly (26 pickups/year)	\$20.79	\$21.79	\$22.79	\$25.50	\$27.29	\$29.20

Trash Pickup Services for the Parks						
	Arrowaste, Inc.			GFL Environmental		
	Year One (6/1/25 – 5/31/26)	Year Two (6/1/26 – 5/31/27)	Year Three (6/1/27 – 5/31/28)	Year One (6/1/25 – 5/31/26)	Year Two (6/1/26 – 5/31/27)	Year Three (6/1/27 – 5/31/28)
Bid Price Per Month:	\$1,772.99	\$1,861.62	\$1,954.70	\$1,264.81	\$1,353.35	\$1,448.08
Bid Price Per Year:	\$21,275.64	\$22,339.42	\$23,456.40	\$15,177.69	\$16,240.13	\$17,376.94
Additional cost (per pickup):	\$120.88			\$75.00		

Price if department requests an extra pickup:		Arrowaste, Inc.			GLF Environmental		
Building	Size (Cubic Yard)	Year One (6/1/25 - 5/31/26)	Year Two (6/1/26 - 5/31/27)	Year Three (6/1/27 - 5/31/28)	Year One (6/1/25 - 5/31/26)	Year Two (6/1/26 - 5/31/27)	Year Three (6/1/27 - 5/31/28)
City Hall & 62A District Court	8	\$144.00	\$144.00	\$144.00	\$75.00	\$75.00	\$75.00
	6	\$108.00	\$108.00	\$108.00	\$75.00	\$75.00	\$75.00
	4 (Recyclable Paper)	\$72.00	\$72.00	\$72.00	\$75.00	\$75.00	\$75.00
Fire Station #1	2	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
	2 (Cardboard & Recyclable Paper)	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
Fire Station #2	2	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
Fire Station #3	2	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
	96 Gallon Tote (Cardboard & Recyclable Paper)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Fire Station #4	2	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
	96 Gallon Tote (Cardboard & Recyclable Paper)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Gezon Pumping	2	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
Public Safety – Gun Range	3	\$54.00	\$54.00	\$54.00	\$75.00	\$75.00	\$75.00
Public Safety – Police Department	6	\$108.00	\$108.00	\$108.00	\$75.00	\$75.00	\$75.00
Public Service Building	30 (Approximately 4.5 tons/pickup)	\$445.00	\$460.00	\$475.00	\$185.00/haul \$85.00/ton	\$197.95/haul \$90.05/ton	\$211.81/haul \$96.35/ton
Public Service Building (continued)	6 (Cardboard & Recyclable Paper)	\$68.00	\$68.00	\$68.00	\$75.00	\$75.00	\$75.00

Price if department requests an extra pickup:		Arrowaste, Inc.			GLF Environmental		
Building	Size (Cubic Yard)	Year One	Year Two	Year Three	Year One	Year Two	Year Three
		6/1/25 - 5/31/26	6/1/26 - 5/31/27	6/1/27 - 5/31/28	6/1/25 - 5/31/26	6/1/26 - 5/31/27	6/1/27 - 5/31/28
Senior Center	2 (Dead Animals) 8	\$36.00	\$36.00	\$36.00	\$75.00	\$75.00	\$75.00
Wastewater Treatment Plant	20 (Roll-off Type) (Approximately 4.5 tons/pickup)	\$400.00	\$415.00	\$430.00	\$185.00/haul \$85.00/ton	\$197.95/haul \$90.05/ton	\$211.81/haul \$96.35/ton
	8	\$144.00	\$144.00	\$144.00	\$75.00	\$75.00	\$75.00
Wyoming Library	8	\$144.00	\$144.00	\$144.00	\$75.00	\$75.00	\$75.00
Drinking Water Plant	6	\$108.00	\$108.00	\$108.00	\$75.00	\$75.00	\$75.00
	6 (Cardboard, Plastics & Recyclable Paper)	\$108.00	\$108.00	\$108.00	\$75.00	\$75.00	\$75.00

BUDGET IMPACT:

It is estimated the City will spend a total estimated amount of \$300,000 on trash pickup services for year one of the contract. Funds have been budgeted in departmental accounts with the appropriate account(s) being charged at the time of invoicing.

Attachments:
Contracts

CITY OF WYOMING

TRASH PICKUP SERVICES FOR CITY BUILDINGS AND PARKS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Arrowaste, Inc.
[Name of contracting entity]

A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

1296 Chicago 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: 6/1/25, 2025.

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

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

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

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: [Signature]

Contractor: Arrowaste, Inc.

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

Jason Swanson / Account Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/14, 2025

CITY OF WYOMING

TRASH PICKUP SERVICES FOR CITY BUILDINGS AND PARKS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

GFL Environmental Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5036 Alden Nash Ave SE
[Contractor's street address]
Lowell Township MI 49331
[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: 6/1, 2025

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

City of Wyoming

Contractor: GFL Environmental Inc.

By: _____
John Shay, City Manager

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

Matthew Devann Sales Executive
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 4/24, 2025

Approved as to form: [Signature]

Staff Report

Date: April 22, 2025
Subject: TeamDynamix Contract Amendment
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended City Council authorize the City Manager to accept a contract amendment from TeamDynamix, increasing the annual subscription for the IT Service Management solution by \$5,000 annually in years two through five, to include value-add professional services for the remainder of the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In August, 2024, City Council authorized acceptance of a contract with TeamDynamix for subscription to an Information Technology Service Management (ITSM) solution. The first year of the contract included professional services for the implementation of the ticketing features of the system.

The IT department went live with the new system on February 1. The ITSM solution has significantly improved the IT department's automation, workflow, and reporting capabilities. The system is used to manage an average of over 350 tickets received monthly.

Other benefits of the ITSM solution include better transparency and visibility of ticket details for city staff, improved ticket communications for staff, ability to track customer satisfaction, and classification of work requests to ensure priority is given to work requests appropriately.

Additional valuable features included with the solution are asset and project management, and third-party integrations to improve efficiency. Staff queried TeamDynamix for an offering of additional consulting services to implement features. TeamDynamix provided the attached contract amendment to provide 20 annual hours of professional services, starting in year 2, to help staff configure and implement additional features. Due to the timing of the amendment relative to the contract anniversary occurring in August, TeamDynamix offered 30 hours in year two and will allow staff to access those hours immediately upon contract signing. There is no additional cost for the extra 10 hours.

System administrator training normally costing \$2,500 is included at no additional cost with the value-add services. This will be valuable as the need to train new administrators arises as expected in the IT department's succession plan.

Though the need is not expected, the amendment secures an hourly rate for value-add services and allows staff access to ad hoc services in excess of the subscription.

BUDGET IMPACT:

Funds are available in account 101-228-2800-806000, (General Fund, Information Technology – Software Services).

Attachment(s):
Contract Amendment

Contract Amendment: CWP00001.1

This Amendment to License Agreement ("Amendment") to contract number **CWP00001** (the "Agreement") executed on August 13, 2024, by and between City of Wyoming, MI ("Client") and TeamDynamix Solutions LLC ("TeamDynamix"), is made and entered into on this ___ day of May, 2025.

The purpose of this Amendment is to amend the Agreement to provide Client with additional Professional Services (as defined herein) upon the terms and conditions contained in this Amendment.

The parties hereby agree to amend the Agreement as follows:

A. The below Section 35 is hereby inserted into the Agreement as follows:

"35. Value-Added Services. TeamDynamix shall provide Value-Added Services to Client upon the terms and conditions of this Section and **Exhibit C.** **"Value-Added Services"** means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix, excluding hosting services, purchased on a recurring basis as set forth in this **Section 35.**

- i. **Hourly Services.** Client is purchasing from TeamDynamix a package of 30 hours during Contract Year 2 only, and 20 hours during Contract Years 3 -5 of Value-Added Services per annual year of the Term. The ("**Value-Added Services Fee**") will be paid by Client as part of the annual licensing costs outlined in Exhibit A. Unused hours of Value-Added Services shall expire at the end of each year.
- ii. **Payment.** The Value-Added Services Fee shall be invoiced by TeamDynamix and paid by Client in accordance with the payment schedule applicable to the Applications under this Agreement.
- iii. **Travel.** For any on-site Value-Added Services, Client will reimburse TeamDynamix for all in accordance with **Exhibit C.**

B. The term of this Amendment shall be coterminous with the Agreement. The hours per term period are as follows and primary contact are reflected below.

Term Dates -

Term Date	Hours
(08/15/2025) – (08/14/2026)	30 hours
(08/15/2026) – (08/14/2027)	20 hours
(08/15/2027) – (08/14/2028)	20 hours
(08/15/2028) – (08/14/2029)	20 hours

Primary Contact –

Name: Paul Gerndt	Email: paul.gerndt@wyomingmi.gov	Phone: 616-530-7228
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C. The license counts in Tables 1.1 below reflects the license counts as of the date of this Amendment. The license counts in Tables 1.2 reflect the new license counts as of this amendment. The client will be invoiced on the dates agreed upon in the agreement in the amounts reflected in tables 1.2

D. All other terms of the Agreement remain in full force and effect, and this Amendment amends only provisions of the Agreement as stated herein.

_____ Client Initial

Table 1.1 – Adjusted Contract Value and License Counts

Item	Beginning License Counts	Adjusted License Count	Variance	Beginning Contract Value Year 2 (08/15/2025 - 08/14/2026)	Adjusted Contract Value Year 2 (08/15/2025 - 08/14/2026)	Variance*
Universal Users	15	15	0	\$ 7,725.00	\$ 12,725.00	\$ 5,000.00
Vanity URL	1	1	0			
Value Added Services (30 Hours/Year)	0	1	1			
Total Contract Value				\$ 7,725.00	\$ 12,725.00	\$ 5,000.00

Table 1.2 – New License Counts to be invoiced for Years 3, 4, and 5

Item	License Count	Adjusted Contract Value Year 3 (08/15/2026 - 08/14/2027)	Adjusted Contract Value Year 4 (08/15/2027 - 08/14/2028)	Adjusted Contract Value Year 5 (08/15/2028 - 08/14/2029)	Grand Total
Universal Users	15	\$ 12,956.75	\$ 13,195.45	\$ 13,441.32	\$ 52,318.52
Vanity URL	1				
Value Added Services (20 Hours/Year)	1				
Total Contract Value		\$ 12,956.75	\$ 13,195.45	\$ 13,441.32	\$ 52,318.52

_____ Client Initial

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, on the date and year first above written.

APPROVED: City of Wyoming, MI

APPROVED: TeamDynamix Solutions LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

Approved as to form:



Heather Chapman, Deputy City Attorney

Client Initial

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH PLANTE MORAN
TO PROVIDE ORGANIZATIONAL ASSESSMENT SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement with Plante Moran to provide an organizational assessment of the Finance Department at a cost not to exceed \$45,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement with Plante Moran to provide an organizational assessment of the Finance Department.
2. City Council authorizes the City Manager to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Scope of Work

Engagement Letter/Professional Services Agreement

Resolution No. _____

STAFF REPORT

Date: April 28, 2025
Subject: Finance Department Organizational Assessment
From: Jodi Yenchar, Finance Director
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended City Council approve the proposal for completion of an organizational assessment of the Finance Department from Plante Moran with a cost not to exceed \$45,000.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.
 - OBJECTIVE 1 – Complete an efficiency audit/staffing level assessment.

DISCUSSION:

In October 2023, City Council approved the reinstatement of two of the four previously eliminated full-time positions in the Finance Department to fulfill the financial needs of the City and the City's leadership, council and residents. An Office Specialist and a Deputy Finance Director were hired shortly thereafter. In April 2024, the purchasing function was moved to the Finance Department creating the need for a backup for the purchasing staff member to be established and trained within the Finance Department, as well as providing supervisory responsibility.

The reinstatement of the two positions was intended to address the following issues that resulted from the original reduction in staffing:

- Limited ability to plan for department succession
- Inability to prepare long-term financial plans and forecasts
- Insufficient training and professional development of staff

- Inability to develop and document standard operating procedures, including those for emergency responses and disaster recovery
- Significant turnover in the department, including the loss of four Finance Directors between 2014-2021 and eight staff members (other than Finance Directors) since 2021, many citing burnout

In March 2025, the Deputy Finance Director resigned. To ensure the most effective and efficient use of City resources, I recommend utilizing the savings from this vacancy to engage our consulting firm, Plante Moran, to complete an organizational assessment of the Finance Department prior to filling the role again. Conducting the assessment will evaluate the department's structure, processes, policies, technology and overall efficiency and effectiveness in ensuring optimal financial management and service delivery.

In 2023, City Council approved a multi-year internal auditing and general consulting agreement with Plante Moran. We have utilized their consulting services in our recently completed ERP needs assessment and for general guidance as we work through reviewing policies and procedures. Plante Moran also conducts quarterly internal audits providing recommendations for improving internal controls.

Given our current contract with Plante Moran for consulting services and their team's in-depth knowledge of procedures throughout the City and understanding of our current technology, I recommend utilizing Plante Moran's team for the department assessment. Attached is the scope of work requested and the engagement letter.

BUDGET IMPACT:

The cost for the assessment of the Finance Department will be charged to account 101-191-19100-801.005 and sufficient funds exist in the Finance Department budget due to the current vacancy in the Deputy Finance Director position.

Attachments:
Scope of Work
Engagement Letter

Scope of Work - City of Wyoming Finance Department Organizational Assessment

The purpose of this Scope of Work (SOW) is to define the objectives, tasks, and deliverables for conducting an organizational assessment of the City of Wyoming Finance Department. This assessment aims to evaluate the department's structure, processes, policies, technology and overall efficiency and effectiveness in ensuring optimal financial management and service delivery.

Objectives - The primary objectives of this assessment are to:

1. Evaluate the effectiveness and efficiency of the Finance Department's current organizational structure and operational workflows.
2. Identify strengths, weaknesses, opportunities and challenges in financial management practices.
3. Assess the adequacy of staffing, roles and responsibilities.
4. Review compliance with relevant regulations, policies and best practices.
5. Provide actionable recommendations for improving organizational efficiency and service delivery.

Scope of Work: The assessment will include but is not limited to:

1. Organizational Structure Assessment

- Assess the Finance Department's current organizational structure and alignment with city functions.
- Compare current organizational structure to industry best practices including cities of comparable size with similar complexity of operations.
- Assess the leadership and reporting structure of the Finance Department relative to the services and support it provides to both internal and external stakeholders. Make recommendations to improve career development opportunities and encourage staff retention and growth.
- Assess the Finance Department job titles and job descriptions relative to accounting industry standards. Make recommendations to improve recruitment. Identify areas in which the job descriptions do not align with current function of staff.
- Assess the classification of the Finance Department positions in relation to the established city classifications to ensure alignment with level of responsibility as some of the job titles are utilized in multiple departments.
- Identify best practices in staff capacity planning to allow for implementation of appropriate segregation of duties and internal controls, coverage of essential functions during staff absences as well as training and professional development while minimizing the need for overtime.

2. Process and Workflow Analysis

- Review key financial processes including budgeting, accounting, procurement, payroll and financial reporting.
- Assess the Finance Department capacity and methods for prioritizing, onboarding and managing projects.
- Identify areas where outsourced/contracted services could be best utilized to accomplish the Finance Department's long-term goals while ensuring short-term needs and deadlines are met.
- Identify processes currently completed by the Finance Department that might be best completed elsewhere in the city or eliminated altogether to allow for higher priority tasks and projects to be completed.
- Identify processes that involve overlap or duplication with other departments within the city that should be reviewed for cross-functional efficiency.

3. Technology and Systems Review

- Evaluate opportunities for the use of technology to increase efficiency and effectiveness through streamlining and documenting workflows, improving team communication and collaboration, assisting with project management and providing real-time status updates/tracking.

4. Regulatory and Compliance Review

- Ensure adherence to applicable laws, policies and best practices in public financial management.
- Ensure compliance with city charter requirements.

5. Business Partner Assessment with Stakeholders

- Conduct interviews and surveys with key stakeholders, including department staff, leadership and external partners.
- Assess other City departments' perception of the Finance Department. For each department, use a simple measurement methodology, such as a scale from 1 to 10, where:
 - i. Ten (10) indicates a healthy relationship, with mutual respect and high level of trust. Finance Department understands the department's business processes and supports it as a strong partner. Department welcomes and seeks out Finance Department guidance for financial decisions.
 - ii. One (1) indicates a relationship where respect and trust is lacking. Finance Department lacks understanding of the department's business processes. Finance Department is viewed as more of an impediment to progress than a partner. Department seeks guidance from outside sources or makes financial decisions avoiding involvement of the Finance Department.

6. Benchmarking and Best Practices

- Compare existing practices against accounting industry standards and government best practices.

Deliverables

1. **Project Work Plan** – A detailed plan outlining the methodology, timeline and key milestones.
2. **Current State Assessment** – A comprehensive analysis of the Finance Department's existing structure, processes and challenges.
3. **Gap Analysis and Benchmarking** – Identification of areas for improvement compared to industry standards/best practices.
4. **Recommendations and Implementation Plan** – A strategic roadmap for enhancing compliance, efficiency and effectiveness.

April 28, 2025

John Shay, City Manager
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Dear John:

Thank you for contacting us recently to discuss an analysis of the City of Wyoming's Finance Department. We appreciate the opportunity to propose our professional services to continue our assistance to the City. We are pleased to present this engagement letter for a consulting engagement to assist the City with reviewing financial processes, strategy, and organizational challenges. Please note that we will coordinate our activities with other Plante Moran engagements so that the City receives an efficient and coordinated delivery of services.

PROJECT APPROACH

As identified in the Statement of Work shared by Jodi Yenchar, Plante Moran will advise the City on opportunities to improve the Finance Department's operations. We will examine the department's organizational structure, operational workflows, adherence to best practices as published by Government Finance Officers Association, adequacy of staffing, compliance with relevant regulations, and consistent application of policy. We will also assess the department's relationship with other City departments and provide a gap analysis and benchmarking activity to identify areas for improvement.

Our approach will be to review key financial processes with both leadership and the employees who execute the processes. By focusing on process and how change is managed, we believe that employee participation will be enhanced. Prior to interviewing staff in the City's Finance Department, we will review findings from other consulting efforts that the department has participated in. During these interviews, Plante Moran will ask how the processes below are executed, how technology supports the processes, and whether process improvements are planned. Processes that will be discussed include:

- Budget development and budget monitoring (operating and capital) *
- Accounts payable *
- Accounts receivable *
- Procurement *
- Accounting
- Payroll and timekeeping *
- Technology and systems *

** Indicates processes that will require discussion with departments beyond Finance, e.g., those who prepare budgets, who receive and approve invoices for payment, and those who prepare and monitor*

receivable information. This will likely include department directors and/ or key financial positions within departments.

During these interviews, we will also inquire about knowledge of best practices, how employee and process performance is monitored, and how communication works both within the Finance Department as well as communication to and from end-user departments. For departments, we will deliver a survey prior to our interview that asks respondents to evaluate Finance on key drivers of process satisfaction including responsiveness, consistency, acting as a business partner, etc.

In addition, we will review existing documentation related to processes such as written policies and procedures (when available) as well as tasks and timelines. During our review, we will make observations about potential improvements for the City to consider for enhancing operations, clarifying roles, and documenting work to ensure consistent and predictable work product. To evaluate the processes, we will compare key existing finance practices with Government Finance Officers Association (GFOA) best practices as well as any standards that the City supplies to Plante Moran. Additionally, you will benefit from our team approach - we will solicit input from other experts within Plante Moran who have significant experience related to operating processes and controls based on working with other governments on a national basis.

Our deliverables to the City will be those identified in the Statement of Work that was shared with Plante Moran:

1. **Project Workplan** – to be finalized as part of project kickoff activities and reviewed during regular project management meetings.
2. **Current State Assessment** – will be submitted to the City after initial interviews and analysis. We will facilitate a meeting with City leadership to review our initial observations and opportunities for improvement. This will include feedback on organizational analysis including roles and responsibilities. We will refine this deliverable based on City feedback.
3. **Gap Analysis and Benchmarking** – we will take the assessment feedback, compare with best practices identified by GFOA as well as industry standards and identify gaps. We will meet with City leadership to discuss and prioritize our recommendations.
4. **Recommendations and Implementation Plan** – based on the feedback to the current state assessment and gap analysis, we will develop an action plan for the City that will include action steps, suggested accountability, and timeline.

Throughout this project the City might request additional analysis or documentation on specific items which Plante Moran will execute upon direction from the City. Included in our fees is a budget to for these additional optional services. Please note that Plante Moran will not be making any management decisions during this process and will only making recommendations for management's consideration.

Our assistance will not exceed an approximate 90-day effort. We anticipate that our services will be provided both in-person as well as remotely using MS Teams meetings. When our consultants are on-site, we request a private office or conference room to perform our work. We also request that the City deliver source documents one week in advance of interview and in an electronic format better enabling us to perform our work. We anticipate that the provision of documents will require minimal effort, as our requests will be only for the documents that guide or govern operations, and these documents are generally readily attainable.

Plante Moran's project involvement will be focused on providing advisory support for the City. In accordance with AICPA Code of Professional Conduct Section 101: Independence, Plante Moran will not provide any services related to the design, installation or integration of financial, work order, payroll or other related Authority information systems, nor will Plante Moran design any internal controls. Plante Moran's consulting services are facilitative in nature and the City will make all management decisions related to its operations. Plante Moran will also not make any management decisions related to the best practices presented. City management will be responsible for taking the recommendations made and determining what is the best fit for the City and how best to implement the items they choose to.

PROJECT STAFFING / AVAILABILITY

The consulting partner responsible for deliverables on this project will be Mark Warner and Scott Patton will be the project manager/ lead consultant on the engagement. Additional consulting staff may assist on various tasks. The Plante Moran consulting team is available to begin providing assistance to the City on this project within 30 days of approval of this engagement letter. We anticipate that you will be the City's project manager and our main point of contact over the course of the engagement, and you are authorized to make decisions on behalf of the City's management team.

EXPERIENCE

Plante Moran has conducted similar consulting reviews of financial processes and organizational recommendations for government clients for over thirty years. Below is a sample list of clients for whom Scott Patton advised on financial processes within the recent past:

- Chesterfield Township, MI
- Charlotte County, FL
- City of Auburn Hills, MI
- City of Flint, MI
- City of Grand Prairie, TX
- City of New Orleans, LA
- City of Southfield, MI
- City of St. Joseph, MO
- City of West Palm Beach, FL
- Illinois State Treasurer
- Macomb County, MI
- Santa Margarita Water District, CA

PROFESSIONAL SERVICES / FEES

Plante Moran will provide professional services as described in this engagement letter. Our fees are based on our team's staff time spent providing assistance on the project and are subject to the terms and conditions of the attached Professional Services Agreement. Plante Moran's estimated work effort as outlined above will be billed to the City at our current rates and our fees will range between \$32,000 to \$45,000 depending upon the level of analysis that the City directs us, including decisions related to number of interviews, documents to be reviewed, benchmarking activities, follow up activities, etc. Plante Moran will estimate this additional work effort to and seek City authorization prior to initiating such activities. If the City wishes to contract with Plante Moran to assist with implementation activities, we will provide those services through a separate engagement and offer our services once that scope is defined.

IN CLOSING

We appreciate the opportunity to be of continued service to the City. If you agree with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us at the address on our letterhead or indicate approval by issuance of a purchase order referencing this scope of work. If you have any questions regarding this engagement letter, please do not hesitate to contact Scott Patton at 248.223.3503 or me at 248.223.3799.

Very truly yours,

Plante & Moran, PLLC

A handwritten signature in black ink, appearing to read "Mark Warner", written in a cursive style.

Mark Warner, Partner

We accept this engagement letter and the accompanying Professional Service Agreement (collectively, “Agreement”), which set forth the entire agreement between the **City of Wyoming**, (referred to herein as “you,” or “Client”) and Plante & Moran, PLLC with respect to the services specified in this engagement letter.

Agreed and Accepted

City of Wyoming

John Shay, City Manager
City of Wyoming

Date

cc: Jodi Yenchar, Wyoming City Finance Director
Scott Patton, Plante Moran

Approved as to form:



Heather Chapman, Deputy City Attorney

Appendix B – Staff Bios

Mark Warner - As a partner in Plante Moran’s public sector management consulting practice, Mark has over twenty years of experience assisting clients make strategic management decisions to their situation in the ERP application system life cycle. He has specific expertise in helping his public sector clients optimize existing, justify new, select and implement software systems and manage the organizational and process changes that go with them. He continually assists numerous governmental clients in all phases of technology assessment, planning, selection and implementation. Mark is recent former board member and currently a member of MGFOA’s Technology Resource Committee and is also involved in other local municipal organizations.

Scott Patton - As Plante Moran’s Government Operations Practice Leader, Scott helps governments work better by focusing on how resources are organized, how processes are designed, and how technology can improve operations. Scott appreciates his role because helping government helps the people in communities and enriches their lives. Figuring out how to improve a process, how to restructure a department or how to partner with a neighboring jurisdiction is like a puzzle and Scott works to make the pieces fit together. Variety is another factor that makes Scott dedicated to his career – each community is so unique and Scott works with major cities, small townships, state agencies, and everything in between.

Professional Services Agreement
Addendum to Plante & Moran, PLLC Engagement Letter

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) dated **April 28, 2025** between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and City of Wyoming MI (referred to herein as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Client has designated Ms. Jodi Yenchar, Finance Director, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM’s project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

PM may have agreed to provide documents in written or electronic form to Client as described in the accompanying engagement letter’s Scope of Services (the “Deliverables”). Client agrees that it shall not rely, and will not induce or permit others to rely, upon any draft advice, opinions, information, reports,

and other communications other than a final Deliverable. The content of any Deliverable or other advice provided during the provision of the services engaged hereunder is limited to the matters specifically addressed therein, and unless otherwise agreed in the accompanying engagement letter, does not address any other potential tax consequences, including the potential application of tax penalties to any matter. Once provided in final form, PM is not obligated to update any Deliverable to account for new information or changes in law.

3. **Use of Report** – At the conclusion of PM’s project activities, PM will provide Client with a written report as described in the accompanying engagement letter. PM’s report will be restricted solely to use by management of Client and Client agrees that PM’s report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of Client. PM will have no responsibility to update PM’s report for any events or circumstances that occur or become known subsequent to the date of that report.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the written report and are to be used only as expressly described in and authorized by the written report. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the written report. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding written report.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, “PM Intellectual Property”). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees

not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the written report.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third Party Provider(s)”). Third Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
7. **Third-Party Data** – PM may reference third-party data sources in performing the services. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM’s project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM’s work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM’s work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

9. **Payment Terms** – PM’s invoices for professional services are due upon receipt unless otherwise specified in the accompanying engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s consulting work or issuance of PM’s consulting report upon resumption of PM’s work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and related costs PM incurs and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
11. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

12. **Exclusion of Certain Damages** – The total liability of PM and PM’s officers, directors, partners, members, managers, employees; its affiliated, parent or subsidiary entities; and approved third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature which arise from the provision of services hereunder shall not exceed one (1) times the fee paid to PM for the services provided in connection with this Agreement. For any services provided that were not indicated in the scope section of the attached engagement letter, the total liability of PM and the PM persons shall not exceed one (1) time the total fee paid to PM for such services. In no event shall PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other similar damages relating to PM’s services provided under this engagement.

In the event this Agreement expressly identified multiple phases of services, the total liability of PM and the PM Persons shall be limited to no more than one (1) times the total fees paid to PM for the particular phase of services alleged to have given rise to any such liability.

None of the limitations of PM’s and the PM Persons’ liability stated herein shall limit PM’s or the PM Persons’ liability for willful misconduct or any other liability which cannot be lawfully limited or excluded.

Notwithstanding the foregoing, neither PM nor any of the PM Persons shall be liable for any claims, losses, costs, and damages resulting, in whole or in part, from Client’s failure to provide complete, timely, and accurate information in connection with PM’s services.

13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the accompanying engagement letter, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
14. **Limitation on Period to File Claims** – Any claim (based in contract, tort, or any other basis) made by either party shall be deemed waived if such claim is not the subject of a lawsuit filed within two years of the conclusion of this Agreement. This provision shall not apply to any indemnification obligation created by this Agreement or applicable law, or to any action to recover fees for services provided under this Agreement.

15. **Legal Advice** – Client acknowledges that some of PM’s partners and employees are licensed to practice law, but PM is not registered as a law firm in any jurisdiction. Client shall not rely upon any advice given by PM, any PM partner or employee (collectively, the “PM Persons”) as legal advice, nor shall Client rely upon the PM Persons to satisfy, or assist Client in satisfying, any legal obligations. Upon request, PM may assist Client through the recommendation of counsel who may assist Client. Where such assistance is provided, Client agrees to hold PM harmless, and indemnify PM for the claims of third parties, for all damages claimed as a result of PM’s recommendations.
16. **Beneficial Ownership Reporting** – Beginning January 1, 2024, the Corporate Transparency Act (“CTA”) requires certain companies to provide specified information related to beneficial ownership to FinCEN, a bureau of the United States Department of Treasury. Failure to comply with the beneficial ownership reporting requirements established by the CTA may be punishable by civil fines and criminal penalties.
17. PM’s services shall not consist of the provision of advice regarding the CTA and its beneficial ownership reporting requirements or any similar reporting requirements, or the preparation and/or the submission of beneficial ownership reports. PM recommends that any Client requiring such services should contact Client’s legal counsel.
18. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facility. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client’s facility or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client’s facility is not and shall not be construed to be or relied on by Client as a determination by PM of Client’s compliance with Applicable Preventative Guidance.
19. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this Agreement, Client agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.

20. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
21. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
22. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
23. **Conflicts of Interest** – PM’s client acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM’s acceptance of this Agreement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
24. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
25. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
TO REPLACE THE HEATING BOILER AT THE 62A DISTRICT COURT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from DHE Plumbing & Mechanical, Inc. to replace the heating boiler at the 62A District Court in the total estimated amount of \$128,550.00.
2. It is also recommended City Council authorize a contingency in the amount not to exceed \$12,000.00.
3. A budget amendment is required for the project.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the replacement of the heating boiler at the 62A District Court by DHE Plumbing & Mechanical, Inc.
2. City Council authorizes the contingency.
3. City Council approves the attached budget amendment.
4. City Council authorizes the City Manager to sign the contract.
5. 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 May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 21, 2025
Subject: 62A District Court Heating Boiler Replacement
From: Troy Rinks, Facilities Maintenance Foreman
CC: Aaron Vis, Director of Public Works
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended that the City Council accept a proposal from DHE Plumbing & Mechanical, Inc. to replace the heating boiler at the 62A District Court building in the amount of \$128,550.00, authorize up to \$12,000 in contingency for the project, and approve the associated budget amendment.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
- Pillar 3 - Stewardship
 - Goal 2 - Enhance the efficiency and effectiveness of city operations and services
 - Goal 3 - Improve City infrastructure and service reliability

DISCUSSION:

The District Court's current heating system utilizes a single, aging boiler installed in 2000 that has surpassed its anticipated service life. In February 2025, during a routine inspection by the State of Michigan, a crack was observed in the cast iron flanges and the Inspector cited it for replacement. Additionally, over the past several years, the unit has necessitated escalating maintenance, and components have become increasingly challenging to procure. Furthermore, the existing boiler operates with diminished efficiency compared to contemporary heating systems and has inconsistent heating performance.

A specification was created for replacing the single heating boiler with 2 smaller, high-efficiency boilers. It was sent to 4 qualified local contractors with a history of performing good work for the City. Three contractors submitted a proposal and are as follows:

DHE Plumbing & Mechanical, Inc.	\$128,550.00
Van Dyken Mechanical, Inc.	\$130,500.00
Pleune Service Company	\$525,255.00

After reviewing results, it is recommended that the Council accept the lowest proposal from DHE Plumbing & Mechanical, Inc. for a total amount of \$128,550.00. Given the unknown nature of this work, a contingency of \$12,000 (approximately 10% of the overall project cost) is also recommended.

The boiler replacement is included in the FY26 budget. However, while soliciting pricing for its replacement, several companies recommended immediate purchase due to impending tariffs and increased materials costs. This information, combined with the State of Michigan inspection results, necessitate replacement as soon as possible. Therefore, approval of the associated budget amendment is also recommended so that a purchase order can be issued this fiscal year.

It is anticipated that work will be completed by August of 2025.

BUDGET IMPACT:

Pending approval of the attached budget amendment, sufficient funds exist in the Capital Projects Revolving Fund, Capital Outlay account 805-000-57300-975.000.

Attachments:

Contract

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(WITH 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: DHE Plumbing and Mechanical Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4475 8th Ave
(Contractor's street address)
Grandville, MI 49418
(Contractor's city, state & zip)

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

Effective Date means: May 6, 2025. 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 RFP as modified by the Proposal.

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

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

DHE Plumbing and Mechanical Inc.

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: 4/22, 2025

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. **Permits and Inspections.** Unless the RFP or 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 the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this 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 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>. It is updated at least annually.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

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

B. If the RFP indicates 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 must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. 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://usfor.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 fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

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, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

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

F. 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.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that 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 RFP. 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 §17. 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 RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

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

B. Specifications in RFP 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 RFP or 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 RFP 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.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. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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).

20. Signage Prohibited.

City resources are not used to promote persons, products, non-city services, political candidates or propositions, religious views, non-city events, or matters. While Contractor is acting as an agent for City under this Contract, Contractor may display Contractor's name, logo and other information identifying Contractor and subcontractors and providing contact information on vehicles, equipment, and materials on the jobsite. However, Contractor shall not display advertising signage, for sale signage, advertisements for others, promotional materials, political signage, or other messaging of any kind while on any city property, working within city right-of-way, or engaged in other activities for City under this contract. A sign with the name of the project and/or the names and/or logos of the contractor(s), subcontractor(s), design professional(s), funding sources, expected completion date, and other project information is permitted.

EXHIBIT B
RFP

EXHIBIT C
PROPOSAL



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

Date: 4/21/2025

HVAC PROPOSAL

Billing Location:
City of Wyoming

Location:
Court House

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

HVAC Scope of Work: Boiler/Water Heater Replacement

- Remove heating Boilers and dispose off site, pumps, expansion tanks, venting
- Remove Domestic water heater
- New boilers to sit on existing concrete pad
- Install 2- new Lochinvar FTX 725, vent thru chimney, new pumps, expansion tanks, fill, new rpz Dirt mag filter, Flanges, Valves, auto fill station to fill with treated water, relief valves, y strainers
- Install 6 new pumps Wilo brand for Boiler, system, DHW
- Install a Plate and frame heat exchanger for DHW
- Install a Lochinvar SIT 119 (113 Gallon) storage tank for DHW
- System to be treated with Fernox cleaner and protector to ensure boiler warranty
- Start new system, CSD-1 testing and paperwork, owners training, inspection
- Permits
- Labor

TOTAL \$128,550.00

Customer Approval & Signature: _____

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Brad Selvius
brads@dheplumbing.com

Your Mechanical Partner

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
COPPER WIRE AND ELECTRICAL SPLICE KITS

WHEREAS:

1. The City requires copper wire and electrical splice kits for maintaining and repairing streetlights and traffic signals.
2. As detailed in the attached staff report, because of the volatility in the copper prices, bidders will not lock in pricing for copper products.
3. It is recommended City Council authorize the City Manager or his designee to approve purchases at the best-quoted price when needed.
4. The estimated expenditure for these materials in the 2025 calendar year is approximately \$25,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of copper wire and electrical splice kits as needed from the vendor with the lowest quote at the time of purchase.
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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: April 24, 2025
Subject: Authorization to Purchase Copper Wire
From: Jeff Oonk, City Engineer
CC: Aaron Vis, Director of Public Works
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager or his designee to approve purchases of copper wire and electrical splice kits as needed at the lowest quoted price for calendar year 2025.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Copper is a commodity, and the price fluctuates due to market volatility. Because of this, vendors will not hold their prices for the time that is needed for the competitive bid process. Some vendors will only hold their copper price for one day. Therefore, it is recommended that the City Council authorize the City Manager or his designee to approve purchases of copper wire and electrical splice kits as needed at the lowest quoted price when a minimum of three quotes are obtained. Historically, City Council has approved this process for other commodities, like copper pipe.

The Traffic Division uses copper wire and electrical splice kits in the maintenance and repair of streetlights and traffic signals throughout the city. This year, due to the replacement of streetlights on Division Avenue from 36th Street to 44th Street, a larger than normal quantity of wire is needed. It is estimated that up to \$25,000 will be spent in the current calendar year on copper wire.

BUDGET IMPACT:

Sufficient funds are available in the Major Street Traffic Maintenance Account: 202-441-47400-775.000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR RECORDS MANAGEMENT SOFTWARE

WHEREAS:

1. As detailed in the attached staff report, Locality Media, Inc. dba First Due has provided the City with a quote for Records Management Software for all Wyoming Fire and Emergency Medical Service (EMS) in the total amount of \$42,350.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Locality Media, Inc. dba First Due for Records Management Software.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 5, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

STAFF REPORT

Date: April 23, 2025
Subject: Records Management System (RMS)
From: Dennis Van Tassell, Fire Chief
CC: Kip Snyder – Deputy Director DPS
Meeting Date: May 5, 2025

RECOMMENDATION:

It is recommended City Council accept the quote from First Due Company for Records Management Software (RMS) for all Wyoming Fire and Emergency Medical Service (EMS) in the amount of \$42,350.00. This cost includes all software, licensing, data conversion, implementation, and training.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
 - Goal 1 - Implement and adopt more proactive public safety initiatives.

DISCUSSION:

The current RMS provides a stand-alone incident reporting system only. There are no other capabilities within the system to match department needs or dependably measure goals and outcomes. The Fire Department currently utilizes paper records to ensure required documentation mandates are followed. This has created storage and collection inefficiencies and requires separate software for personnel scheduling. This system is inefficient and not an effective use of personnel time. Fire Department personnel have conducted extensive research on alternative options for replacing our current RMS system. This has involved meeting vendors and also area fire departments to evaluate what RMS system will provide services that meet the current needs of the Wyoming Fire Department at a reasonable cost.

The vendor that provides the most modules that are necessary for our administrative and operational needs is First Due. First Due provides modules for report writing, building inspections, pre-incident planning, command functions, scheduling, personnel management, community outreach event coordination, fleet monitoring, asset and inventory monitoring, and Michigan Occupational Safety and Health Administration

requirements. First Due was also found to be best at facilitating efficient and accurate data collection and reporting. This will provide immediate feedback that can be utilized for strategic planning for the City and the Fire Department leadership.

Fire department personnel met with area agencies to examine how First Due has impacted their operations. All users that were interviewed spoke highly of the system and indicated that they are happy with the outcomes associated with its use. This RMS has been evaluated and approved by the City IT Department.

BUDGET IMPACT:

Funds for the service are budgeted in account number 205-336-33700-806.000.

Attachment(s):

Contract



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **June 30, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Wyoming Fire Department** located at **1250 36th Street SW, Wyoming, MI 49418** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible

to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively,

"Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Agreement Billing Information
 - a. **Accounts Payable Contact**

Name:

Email:

Phone:

- b. **Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.
- c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Wyoming Fire Department

By: Toby Pitt
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Eric LeWinter
 Valid Until: August 31, 2025
 Quote Number: 1545132000269535816

BILL TO:
 Dennis VanTassell
 Wyoming Fire Department
 1250 36th Street SW
 Wvovina, MI 49418

Account: Wyoming Fire Department
Subscription Start: June 30, 2025
Initial Term: 12 months
Annual Subscription: \$ 35,550.00

Product Details	Total
<p>Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.</p>	
<p>Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.</p>	
<p>Command Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated incident log.</p>	
<p>Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.</p>	
<p>Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.</p>	
<p>Incident Reporting – ePCR ePCR Incident Documentation, State and Federal Compliance with automated submission.</p>	
<p>Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.</p>	
<p>Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.</p>	
<p>Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.</p>	
<p>Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.</p>	
<p>CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.</p>	
<p>Essentials Online Training Package Up to 4 Hours Online Training with certified First Due Instructor</p>	

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 6,800.00
Subscription Fees Subtotal	\$ 35,550.00
Grand Total	\$ 42,350.00

**Excluding Tax*

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000269535816

Statement of Work | Wyoming Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Wyoming Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

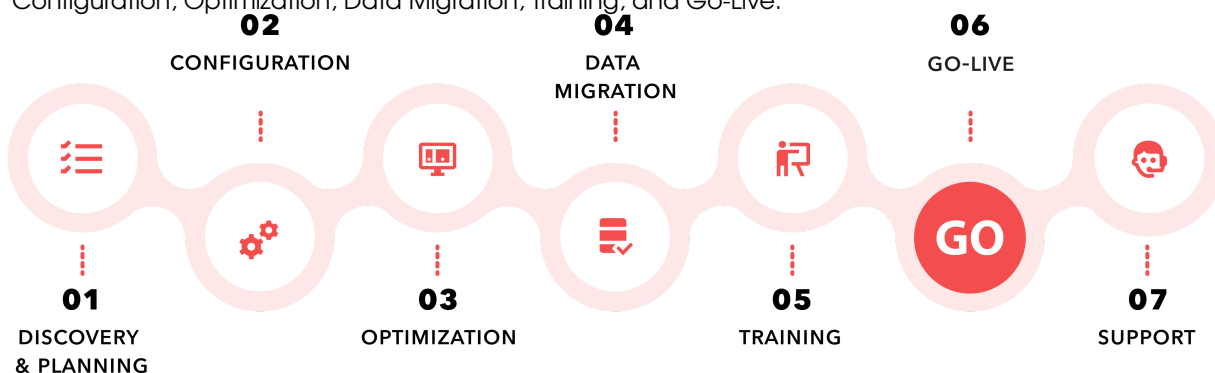
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Locality Media, Inc.	
	2 Business name/disregarded entity name, if different from above. First Due	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See Instructions. 107 7th Street	Requester's name and address (optional)
	6 City, state, and ZIP code Garden City, NY 11530	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-						
or									
Employer identification number									
8	1	-	1	3	8	8	0	6	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Andreas Huber</i>	Date Jan 02 2025 10:23 PST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ORDINANCE NO. 7-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (146) TO REZONE 211 36TH STREET SW FROM
P-1 VEHICULAR PARKING DISTRICT TO B-2 GENERAL BUSINESS DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (146) to read as follows:

- (146) (a) To rezone the following described property at 211 36th Street SW (parcel number 41-17-13-455-055) from P-1 Vehicular Parking District to B-2 General Business District:

PARCEL NUMBER 41-17-13-455-055, AS SURVEYED:

411713455055 LOT 833 EX N 9 FT & EX E 12 FT ALSO LOTS 834 & 835 EX E 12 FT ALSO LOTS 842 & 843 ALSO LOT 844 EX N 9 FT ALSO THAT PART OF LOTS 837 THRU 841 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOT 836 LYING N OF N LINE OF 36TH ST & EX E 12 FT * HOME ACRES NO.2 SPLIT/COMBINED ON 05/18/2016 FROM 41-17-13-455-053

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

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2025.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 7-25

CITY OF WYOMING

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

April 30, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from P-1 Vehicular Parking District to B-2 General Business District at 211 36th Street SW (Section 13) (Thomas Carpenter, Ignite Credit Union).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 15, 2025. At the meeting, staff recommended approval of the rezoning request and a motion was made by Van Duren, supported by Gilreath-Watts, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request passed unanimously.

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

The applicant proposes to rezone this parcel to B-2 General Business District. The applicant intends to demolish the existing building on the site and redevelop the site for multiple commercial tenants. The financial institution that exists today is intended to fill one of the units in the new development.

The property is currently zoned P-1 Vehicular Parking District. The existing financial institution is a permitted use in the proposed B-2 General Business District, but is existing non-conforming under the current zoning. Given the proximity to the nearby B-2 General Business District parcels and the future land use designation as Mixed Use, a multitenant commercial development or other B-2 use would be appropriate. The existing P-1 Vehicular Parking District was appropriate when the GM stamping plant was still in operation and the site was used for employee parking, but there are no uses nearby that need off-site parking.

Two representatives of the property owner spoke in favor of the proposal and no members of the public offered comment.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive, flowing style.

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

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 4

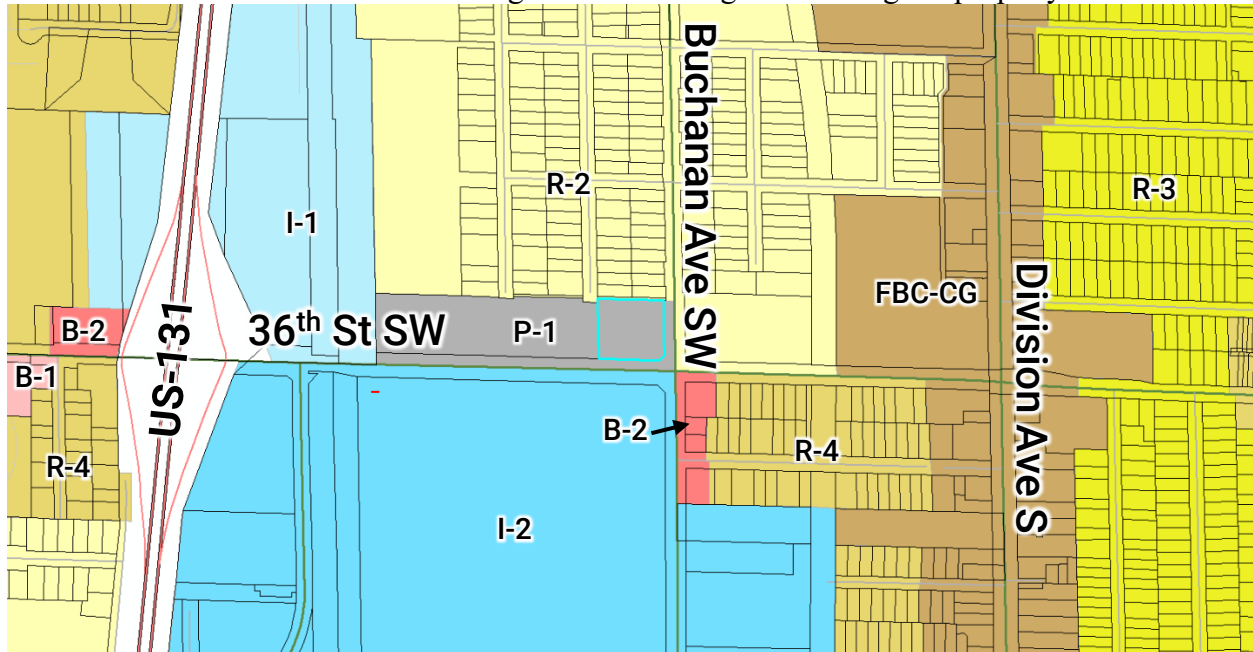
DATE DISTRIBUTED: April 8, 2025
PLANNING COMMISSION DATE: April 15, 2025
ACTION REQUESTED: Request for Rezoning from P-1 Vehicular Parking District to B-2 General Business District
REQUESTED BY: Thomas Carpenter, Ignite Credit Union
REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 211 36th Street SW. The property is approximately 1.49 acres and is located along 36th Street SW, northwest of the intersection of 36th Street SW and Buchanan Avenue SW.

EXISTING ZONING CHARACTERISTICS:

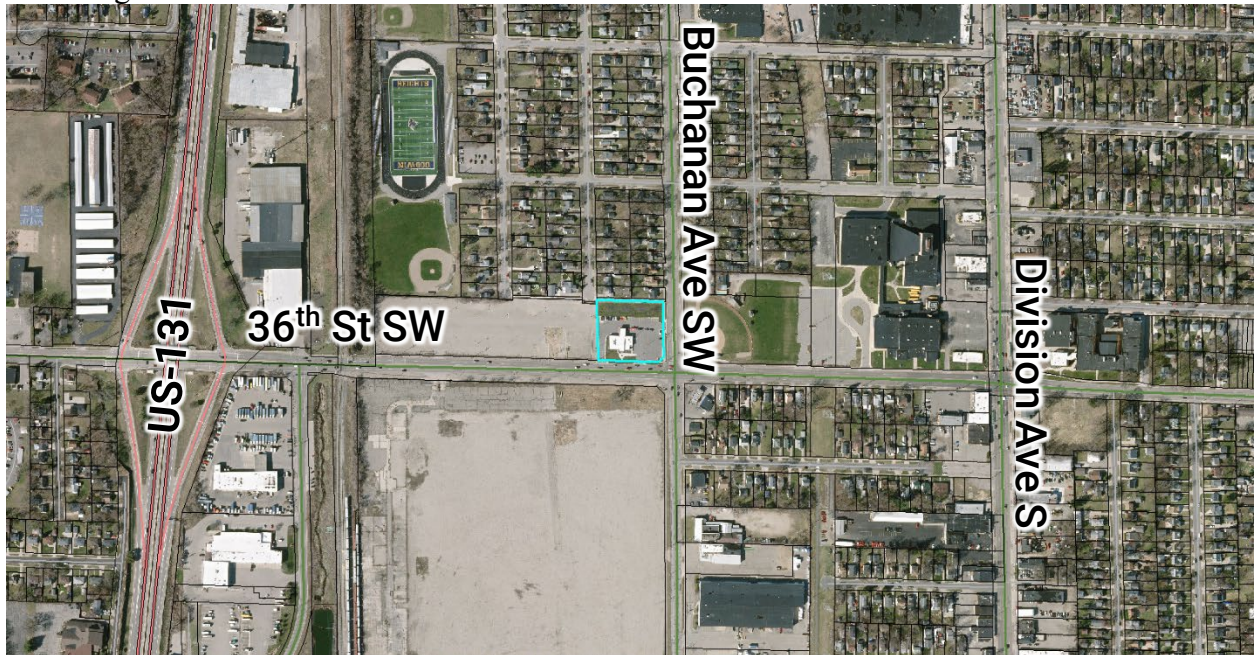
This site is zoned P-1 Vehicular Parking District. Zoning surrounding the property follows:



North: R-2 Residential District
South: I-2 General Industrial District, B-2 General Business District
East: R-2 Residential District, R-3 Residential District, R-4 Residential District, B-2 General Business District, FBC Form Based Code: Corridor General
West: P-1 Vehicular Parking District, I-1 Light Industrial District, I-2 General Industrial District, B-2 General Business District, B-1 Local Business District, R-4 Residential District

EXISTING LAND USE:

The site currently has one building within the 1.49 acre parcel. Uses surrounding the site are the following:



- North: Residential – Single Family, Education, Commercial – Grocery, Retail
- South: Industrial – Manufacturing, Distribution, Contractor, Trucking, Commercial – Automotive Repair, Gas Station
- East: Residential – Single Family, Education, Place of Worship, Commercial – Restaurant, Florist, Personal Services, Retail, Automotive Sales, Contractor
- West: Public – Marketplace, Industrial – Truck Rental, Manufacturing, Equipment Supplier, Athletic Training Facility, Residential – Single Family, Multi-Family, Education

PROJECT INFORMATION:

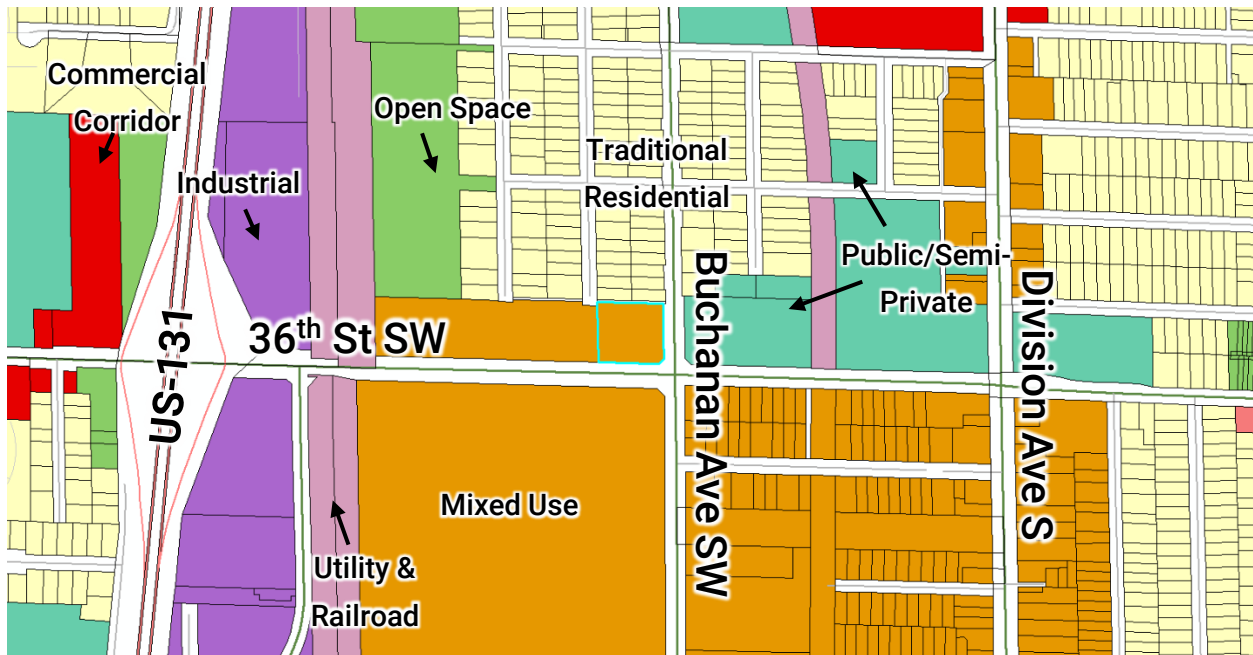
The applicant proposes to rezone this parcel to B-2 General Business District at 211 36th Street SW. The only permitted use in the current P-1 Vehicular Parking District is automobile parking. The commercial parcels diagonally across the intersection of 36th Street SW and Buchanan Avenue SW are zoned B-2. The property owner of the existing financial institution plans to demolish the building and redevelop the site for the business to remain. The proposed rezoning would accommodate commercial capacity for the financial institution and additional users.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

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

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

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. The proposed zone district offers the potential of mixed commercial uses such as financial, restaurant, office, and retail onsite, and the project adds to the residential, industrial, and educational, and commercial mixes located nearby. The proposed rezoning aligns with the adopted master plan.



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

The existing financial institution is a permitted use within the B-2 General Business District, which brings the property into conformity. Drive-through businesses are permitted with special use approval, and the proposed use adds valuable commercial activity to the designated Mixed Use area, which is the future land use of the property.

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

The property is currently served by public services and utilities.

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

The property is currently zoned P-1, but there are no adjacent uses that would require additional parking spaces. Nearby developments have adequate dedicated parking onsite, meaning this property will not be utilized as currently zoned. The existing financial institution is also restricted due to its nonconforming status, and the current zoning does not allow for any renovations or expansions.

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

The principal permitted uses and special land uses for the proposed B-2 zoning district are appropriate. Many of the principal permitted uses are typical commercial uses found along major thoroughfares within reach of industrial, residential, and other commercial uses. The B-2 General Business district allows for uses such as drive-through establishments, which is appropriate for the location. B-2 zoned parcels are found across the intersection of 36th Street SW and Buchanan Avenue SW.

STAFF COMMENTS

(a) *Dimensional Standards*

The lot exceeds the minimum lot area of 6,500 square feet and the minimum lot width of 65 feet.

(b) *Location*

The parcel is located along 36th Street SW, less than half a mile from US-131 and Division Avenue S. To the south, major construction projects from Benteler Automotive and Corewell Health have begun, representing an investment of \$180 million that will bring 270 new jobs to the area. The City's Godwin Mercado will be located to the west of the parcel, which adds a considerable asset to the area. Nearby development makes this parcel's commercial development viable for the future.

(c) *Process*

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

- April 15 – Planning Commission considers rezoning request.
- May 5 – City Council hears the first reading of the rezoning request.
- June 2 – City Council hears the second reading of the rezoning request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

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

The proposed rezoning contributes to the economic strength and social equity of the City of Wyoming. Expanding commercial nodes within the City strengthens not only commercial activity, but adjacent activities through local product offerings. This project offers further commercial development in a budding commercial node, uniquely located near hundreds of millions of local investments. Social equity is achieved through the financial inclusion, sustainable development, and local reinvestment from financial institutions.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 211 36th Street SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Myron Erickson, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

Morningview Drive, Byron Center Michigan introduced themselves to the commissioners and made themselves available for any questions.

A motion was made by Weller, supported by Gilreath-Watts to grant special use approval for a drive-through financial institution at 911 28th St SW.

A vote on the motion passed unanimously.

A motion was made by VanDuren, supported by Randall to grant site plan approval at 911 28th St SW, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a rezoning from P-1 Vehicular Parking District to B-2 General Business District at 211 36th St SW (Section 13) (Thomas Carpenter, Ignite Credit Union)

Hyble explained that the site is zoned P-1 Vehicular Parking District and outlined the various uses of the surrounding land.

Hyble said that the applicant proposes to rezone this parcel to B-2 General Business District at 211 36th Street SW. The only permitted use in the current P-1 Vehicular Parking District is automobile parking. The commercial parcels diagonally across the intersection of 36th Street SW and Buchanan Avenue SW are zoned B-2. The property owner of the existing financial institution plans to demolish the building and redevelop the site for the business to remain. The proposed rezoning would accommodate commercial capacity for the financial institution and additional users.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

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

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

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. The proposed zone district offers the potential of mixed commercial uses such as financial, restaurant, office, and retail onsite, and the project adds to the residential, industrial, and educational, and commercial mixes located nearby. The proposed rezoning aligns with the adopted master plan.

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

The existing financial institution is a permitted use within the B-2 General Business District, which brings the property into conformity. Drive-through businesses are

permitted with special use approval, and the proposed use adds valuable commercial activity to the designated Mixed Use area, which is the future land use of the property.

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

The property is currently served by public services and utilities.

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

The property is currently zoned P-1, but there are no adjacent uses that would require additional parking spaces. Nearby developments have adequate dedicated parking onsite, meaning this property will not be utilized as currently zoned. The existing financial institution is also restricted due to its nonconforming status, and the current zoning does not allow for any renovations or expansions.

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

The principal permitted uses and special land uses for the proposed B-2 zoning district are appropriate. Many of the principal permitted uses are typical commercial uses found along major thoroughfares within reach of industrial, residential, and other commercial uses. The B-2 General Business district allows for uses such as drive-through establishments, which is appropriate for the location. B-2 zoned parcels are found across the intersection of 36th Street SW and Buchanan Avenue SW.

STAFF COMMENTS

(a) *Dimensional Standards*

The lot exceeds the minimum lot area of 6,500 square feet and the minimum lot width of 65 feet.

(b) *Location*

The parcel is located along 36th Street SW, less than half a mile from US-131 and Division Avenue S. To the south, major construction projects from Benteler Automotive and Corewell Health have begun, representing an investment of \$180 million that will bring 270 new jobs to the area. The City's Godwin Mercado will be located to the west of the parcel, which adds a considerable asset to the area. Nearby development makes this parcel's commercial development viable for the future.

(c) *Process*

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

- April 15 – Planning Commission considers rezoning request.
- May 5 – City Council hears the first reading of the rezoning request.
- June 2 – City Council hears the second reading of the rezoning request.

Hyble said that the Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 211 36th St SW and recommend the same to City Council.

Kris Lewis, CEO, 3331 Dumont Lake Rd, Allegan and Cody Newman, 117 W Michigan Ave, Battle Creek spoke to commissioners and said this credit union has been functioning as a non-conforming site for decades and they are looking forward to redeveloping the site.

A motion was made by VanDuren, supported by Gilreath-Watts to grant the B-2 rezoning request, and recommend the same to City Council.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

Joe Blair gave a short presentation to commissioners regarding nonconformities in the R-2 and R-3 zoning districts and potential solutions to align the zoning code with existing parcel dimensions.

PUBLIC COMMENT

There was no public hearing.

ADJOURNMENT

The meeting was adjourned at 8:22 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Rose Zuniga, Recording Secretary
Wyoming Planning Commission