

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 19, 2018, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Wayne Ondersma, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the November 5, 2018 Committee of the Whole, Regular Meeting and Closed Session and the November 13, 2018 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Audit Presentation
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 39 – To Appropriate \$192,200 of Additional Budgetary Authority to Fund Additional Attorney Expenses
- 14) Consent Agenda**

15) Resolutions

- a) To Amend the City of Wyoming's Mission Statement and Adopt a Vision Statement
- b) To Approve the Facilities and Fiduciary Agreement Between the City, Greater Wyoming Community Resource Alliance and Pinery Park Little League
- c) To Purchase, Acquire and Construct Capital Improvements and to Publish Notice of Intent to Issue Municipal Securities

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

- d) To Accept a Proposal for Cleaning Services and to Authorize the Mayor and City Clerk to Execute the Contract
- e) To Extend the Contract for Meter Reading Services Provided by Olameter Corporation and to Authorize the Mayor and City Clerk to Execute an Addendum to the Contract
- f) To Accept a Proposal from Progressive AE to Perform a Compressed Natural Gas (CNG) Facility Assessment of the Public Works Buildings and to Authorize the City Manager to Execute the Agreement (Budget Amendment No. 41)
- g) To Accept a Proposal from Store Fronts, Incorporated for Replacement of Doors at the Wyoming Senior Center and Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Accept a Quote from Parkway Electric for the Purchase and Installation of Two Transformers
- i) To Authorize the Purchase of Workstations and Laptops
- j) For Award of Bids
 - 1. Gravel & Blast Furnace Slag
 - 2. Gate Valves
 - 3. Extrication Equipment
 - 4. Stabilization Equipment
 - 5. Rope Rescue Equipment

17) Ordinances

- 18-18 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (118) to Conditionally Rezone 5281 Wilson Ave SW from RO-1 to R-4 (Final Reading)
- 19-18 To Amend Chapter 14, Article VI, of the City Code to Prohibit Recreational Marihuana Establishments and Medical Marihuana Facilities in the City (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

STAFF REPORT

Date: November 6, 2018
Subject: Legal Expense Budget Review and Changes
From: Curtis Holt, City Manager
Meeting Date: November 19, 2018

Recommendation:

I recommend the City Council approve Budget Amendment no. 39 for additional legal expenses. This additional spending authority provides funding for ongoing legal expense related to general City legal work, code enforcement, tax tribunal defense and appraisals.

Sustainability Criteria:

Environmental Responsibility – This financial decision will not significantly impact this criterion.

Social Equity – The City of Wyoming is dedicated to providing the best service to all members of our community. This budget amendment allows the City to continue addressing and updating current contracts, agreements and standards, to adequately defend ongoing tax tribunal appeals and provide code enforcement prosecution. In all cases the Citizens of Wyoming will benefit from equal enforcement of current codes and ordinances in addition to stronger protection of City services and programs.

Economic Strength – The additional costs for this budget amendment are being requested from fund balance. However, at this time we also believe savings exist relative to improved tax tribunal defense, stronger contractual language and review, and easily accessible legal advice on everyday City projects, services and programs. However, at this time we are unable to determine an exact amount of savings in these areas.

Customer Service – Better and more accessible legal advice allows for effective decision making for all services programs and projects resulting in superior customer service. Internal customer service is also positively impacted by faster turnaround time on legal questions, significant municipal legal expertise and knowledge of current State and other programs that impact local government

Discussion:

Upon the retirement of Jack Sluiter as City Attorney, it was recommended that we no longer use contractual services to provide legal assistance, but that we bring legal expertise in-house to provide full time support of City operations. At the time of the change, it was anticipated that in-house legal staff would be able to assist in some of the ongoing prosecution/court legal representation at the Wyoming District Court. Unfortunately, as a result of several legal priorities this change is yet to be realized.

Two notable legal challenges that have been time consuming include the negotiation and ultimate settlement of the Granger/Reserve zoning lawsuit and the appeals with the Michigan Tax Tribunal. Over the first several months of the City Attorney's tenure, over 50% of his time was dedicated to the Granger issue. In addition, during this time we have been more aggressive in our stance regarding property tax values being appealed to the Michigan Tax Tribunal. It has become our belief that in the past we often chose to settle these cases to save attorney and other related costs rather than defending our assessments, which may have also resulted in ongoing lost tax dollars.

In addition to these time consuming issues, the City Attorney has been instrumental in the settlement of the Patterson case, created contracts for small purchases, assisted in the Pinery Park Little League issues, and more. He has also begun reviewing a large number of policies and procedures.

The budget amendment presented includes increasing funds for the contractual services mentioned above, as well as additional funds for office furniture and security changes made to the court building to accommodate the City Attorney's office.

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CITY OF WYOMING'S MISSION
STATEMENT AND ADOPT A VISION STATEMENT

WHEREAS:

1. The City Council and City staff believe it is important to have mission and vision statements to guide their work and unify the City's efforts.
2. A task force of City employees updated the City's mission statement, previously approved in 1992, to better fit today's community needs and services performed by City staff.
3. The task force also created a vision statement for the future goals for the City of Wyoming.
4. The mission and vision statements were presented to City Council for their review.
5. After review and discussion by City Council of the presented mission and vision statements, the following statements were agreed upon:

Mission: Community, safety, stewardship.

Vision: A diverse, strong and authentic community where all individuals have the opportunity to thrive.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the above amended mission statement and the vision statement.
2. The City Council and staff will look to the mission and vision statements when developing policy and carrying out their duties.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

City of Wyoming

2018

FOUNDATIONAL CONCEPTS

MISSION: Community, safety, stewardship.

VISION: A diverse, strong and authentic community where all individuals have the opportunity to thrive.

People First. Our City is a community of people. People always come first.

Be Prepared. We are on time and prepared.

Respect Roles, Process and Staff. We understand our roles as elected officials. We understand that process is necessary and we respect it. And we respect the role of City staff and honor its structure.

Assume Positive Intent. We begin with the belief that other council members come at issues with a positive intent. We can believe this because we are all committed to having **No Hidden Agendas**. We know that there can be good faith disagreements. And that is why we will hold **No Grudges**.

Two Ears and One Mouth. We all have something to bring to the discussion. But we also commit to listening to each other with an open mind.

Don't Just Accept the Status Quo. Things change. We are open to the need for change. Just because we have always done something a certain way, doesn't mean it should continue that way.

Discuss-Decide-Move. We were elected to make decisions. And some of those are hard decisions. We will get the right information, discuss it, make a decision and move on. And when we decide as a Council, we then speak with **One Voice**.

Enjoy This. We ran for office because we believe we have something to bring to our community. We enjoy our roles as civic leaders. And we will **Remember Why We Serve**. We will not forget that **We Are Non-Partisan** officials.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE FACILITIES AND FIDUCIARY
AGREEMENT BETWEEN THE CITY, GREATER WYOMING
COMMUNITY RESOURCE ALLIANCE AND PINERY PARK
LITTLE LEAGUE

WHEREAS:

1. Pinery Park Little League and the City of Wyoming entered into a Recreational Facilities Agreement dated October 5, 2015 which allowed the use of certain baseball and softball facilities at the City's Pinery Park.
2. Pinery Park Little League entered into a Fiduciary Contract with the Greater Wyoming Community Resource Alliance (GWCRA) dated November 24, 2015, which provided for certain accounting and other services to and on behalf of Pinery Park Little League and,
3. The parties have reviewed the Facilities and Fiduciary Agreement and have agreed to the terms and conditions of this agreement, which will replace both the current Recreational Facilities Agreement and the current Fiduciary Contract for Pinery Park Little League.
4. The parties agree to mutually cooperate on a course of action to ensure the continued success of Pinery Park Little League related to baseball and softball activities at Pinery Park.
5. This agreement provides for attention to some business, accounting and regulator aspects of leading a youth baseball and softball program.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to sign the Facilities and Fiduciary Agreement with Pinery Park Little League and the Greater Wyoming Community Resource Alliance.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum

Pinery Park Facilities and Fiduciary Agreement

MEMORANDUM

TO: Mayor and City Councilmembers
FROM: Curtis Holt, City Manager
SUBJECT: Pinery Park Little League (PPLL)
DATE: November 8, 2018

In September the City Council asked if I would work with PPLL to draft an acceptable agreement for future operations with the City. This was based upon concerns raised by staff regarding financial management and overall administration management. The Council asked that this work be completed and the contract be provided to the Council by the first meeting in December for consideration. The City Attorney drafted a revised agreement that combined the current agreements with the City of Wyoming and the Greater Wyoming Community Resource Alliance.

Since that time I have met with the committee twice to review the contract. The contract has been with the committee for approximately 1 month, and I have not heard of any concerns. The PPLL Board will be meeting the same night as the City Council Work Session, and I am hoping to have final approval from the PPLL Board that night.

Here are some highlights of the contract:

- Combines both the fiduciary agreement and facility use agreement
- The license for use runs to 2031, but annual reviews are included with termination clauses
- Provides PPLL with priority use of the fields from March 1 to July 30.
- All improvements PPLL makes to the fields are the property of the City when completed
- The City will provide assistance to PPLL at a cost not to exceed \$15,000 but no less than \$5,000 in the initial year
- Annual review of the agreement before August 15 each year
- The Contract better defines insurance coverage of the league
- The Contract encourages the league to perform more of their own administrative and financial functions

**FACILITIES & FIDUCIARY AGREEMENT
CITY – GWCRA – PINERY PARK LITTLE LEAGUE**

This Facilities Agreement is made as of December 1, 2018 among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, Attn: City Manager (the “**City**”), the Greater Wyoming Community Resource Alliance, a Michigan non-profit corporation of 1155 28th Street SW, Wyoming, MI 49509, Attn: Finance Director, and Pinery Park Little League, a Michigan non-profit corporation that is a recognized tax-exempt organization under subsection 501(c)(3) of the Internal Revenue Code also of 1155 28th Street SW, Wyoming, MI 49509 (“**PPLL**”), though notices to be provided by the City to PPLL under this Agreement shall be sent to Mark Phillips, current President and Treasurer of PPLL at his home at 832 Buckingham St SW, Wyoming, MI 49509 and to Robert Dabakey, current secretary of PPLL at his home at 1655 Federal Ave SW, Wyoming, MI 49509, or such other persons who later hold those offices for PPLL.

RECITALS

- A. PPLL and the City entered into a Recreational Facilities Agreement dated October 5, 2015 allowing use of certain baseball facilities at the City’s Pinery Park in which PPLL also committed to certain practices and organizational efforts (the “**RFA**”).
- B. PPLL entered into a Fiduciary Contract with GWCRA dated November 24, 2015, pursuant to which the GWCRA is providing certain accounting and other services to and on behalf of PPLL (the “**Fiduciary Contract**”).
- C. The RFA provided for a review of the parties’ relationships to occur prior to the first City Council meeting in October 2018 and the parties by a 1st Amendment to the RFA extended the deadline for that review until the first City Council meeting in December 2018.
- D. The parties have now completed that review and have agreed to the terms and conditions of this Agreement to (i) supersede and replace both the RFA and the Fiduciary Agreement and (ii) further cooperate on a course of action they mutually intend to ensure the continued success of PPLL’s leadership of Little League baseball activities at Pinery Park by providing for attention to some business, accounting, and regulatory aspects of leading an outstanding youth baseball program.

TERMS AND CONDITIONS

1. Pinery Park Use.

- A. The City licenses PPLL to use (i) 7 baseball and softball fields, including fencing, dugouts, scoreboards, bleachers, lighting, press boxes and storage areas, (ii) supporting restroom, concession and storage buildings, (iii) certain parking areas, and (iv) related grounds and facilities at Pinery Park, located at 2301 DeHoop Avenue SW in the City, as depicted and designated on the drawing attached as **Exhibit A** (the “**Licensed Facilities**”). This is not a lease, but is a non-exclusive license revocable at will as provided below. No interest in the Licensed Facilities is granted or conveyed by this Agreement.
- B. During the License Term (defined in section 8 below), PPLL shall be provided keys and allowed access to the Licensed Facilities to engage in scheduled and unscheduled PPLL youth Little League programs and activities and to perform PPLL’s obligations under this Agreement. However, Pinery Park is a public park with grounds and improvements in additions to the Licensed Facilities that are and shall remain open to access and use by the general public for use during normal City park hours, even during PPLL activities utilizing the Licensed Facilities. Parking areas within Pinery Park shall be open to all park users without restriction on a first-come, first-served basis.
- C. Scheduled use of Pinery Park and its facilities, including the Licensed Facilities, shall be the responsibility of and within the discretion of the City. In its annual scheduling of uses of Pinery Park, including the Licensed Facilities, the City shall accommodate any list of scheduled PPLL activities proposed for the Licensed Facilities from Monday through Saturday of each week between March 1 and July 31 each year to the extent that list is provided prior to March 1 each year. If, after the annual scheduling occurs, PPLL has additional activities it wishes to schedule, it shall contact the City’s Parks and Recreation Director to determine whether PPLL’s additional use of the Licensed Facilities can be accommodated with other scheduled activities at Pinery Park. The City’s Parks and Recreation staff shall

periodically (at least monthly) provide PPLL an updated list or calendar of scheduled activities of Pinery Park. The City will attempt to schedule routine site and utility maintenance to reasonably minimize possible impacts to PPLL's scheduled program and activities.

D. PPLL practices shall end by and no game inning shall begin after 10:30 p.m.

2. License Fee. The City recognizes the value of providing youth Little League programs and activities to City residents. The City also recognizes the contributions PPLL has made to improvements at Pinery Park. Therefore, in lieu of a license fee, PPLL shall perform its duties and meet its obligations under this Agreement.

3. Maintenance and Improvements.

A. The City, without cost to PPLL, shall maintain Pinery Park to a quality and in a manner consistent with its maintenance of other City parks. Parking area maintenance, grass mowing, landscape maintenance, trash removal and sanitary services will be performed by the City to a quality and in a manner consistent with the intensity of anticipated use of Pinery Park by PPLL and its participants, as well as other users of Pinery Park. Restrooms generally will be cleaned on City business days, generally Monday through Thursday, excepting holidays. Parking lot striping, landscaping and other park improvements or capital maintenance items will be undertaken to the extent budgeted funds are available for such purposes. The City shall also:

1. Provide general mowing of the 7 playing fields and provide stone dust in a reasonable amount for general field care.

2. Line and drag the 7 fields, Monday through Friday, for PPLL game use. General use and tournament play by District 9 Little League shall be by a separate Agreement. Lining and dragging will not begin until 12:30 p.m. for 6:00 p.m. games. If a team is on the field, the City will not drag or line that field. Lining and dragging shall not be performed for practices.

B. PPLL, without cost to the other parties, shall regularly maintain to a quality and in a manner at least as good as the City maintains City parks, the 7 baseball and softball fields, the restroom-concession building, the storage buildings, the fencing, dugouts, bleachers, lighting, press boxes, scoreboards, and related facilities (other than the parking areas) that are parts of the Licensed Facilities. Specifically:

1. PPLL, at its expense, shall maintain and repair the grounds of the 7 playing fields including maintenance of the fencing, bleachers, sprinkler system, turf fertilization, weed control, mole removal and reseeding.

2. PPLL shall clean and maintain restroom facilities on weekends (Fridays, Saturdays and Sundays) throughout PPLL's season of use.

3. PPLL, at its expense, shall maintain and repair the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.

4. Nightly clean up (e.g. picking up trash and placing it in barrels) of field areas, dugout, and other related adjacent facilities is the responsibility of PPLL. If the City staff must perform the clean-up, PPLL shall be billed the cost of said clean-up plus 20%. Payment will be due within 30 days of billing. The City shall provide trash barrels appropriate to the use.

5. PPLL, at its expense shall maintain the general storage building adjacent to field 2, all dugouts and announcing booths in good repair and in compliance with all required local, state, and federal laws.

C. PPLL may make improvements to the Licensed Facilities after any such improvements are first approved in writing by City's Parks and Recreation Director (and, perhaps for some improvements, also approved by resolution of the City Council). Such improvements when constructed or installed shall become a part of Pinery Park and the property of the City.

D. PPLL and the City will work together in providing a suitable area for storage of equipment. No equipment will be kept outdoors in view of Pinery Park users.

E. The City will periodically inspect the Licensed Facilities with representatives of PPLL. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. If in the judgment of the City, the Licensed Facilities are not properly maintained, the City will provide notify PPLL in writing of the deficiency and PPLL will have 15 days to correct them. If PPLL fails to correct them, the City may do so and charge PPLL the City's actual costs in so doing. PPLL shall pay any such cost within 30 days of billing.

F. If the City uses or permits other organizations to use the Licensed Facilities, the City will provide for clean-up and maintenance required as a result of said use. The City shall reimburse PPLL for any out-of-pocket expenses incurred by PPLL as a result of any other use of the Licensed Facilities by others with the City's permission providing these costs are over and above normal maintenance activities.

G. Underground utilities critical to the City lie beneath the Licensed Facilities. Those utilities require maintenance and may require emergency repairs sometimes without notice. PPLL shall cooperate as needed to ensure the integrity of those utilities. If the City intends to undertake construction or other work within the Licensed Facilities that would substantially interfere with PPLL's use of them, the City will use its best efforts to give advance notice of that work to PPLL. The City shall repair any damages to the Licensed Facilities resulting from the City's work and will attempt to undertake the work in the off-season to avoid interference with the PPLL's activities. In order to reduce the risk of damaging water lines or underground telemetry circuits, PPLL will not excavate or proceed with any other construction activity without first receiving written approval from the City.

4. Use of Equipment and Supplies. PPLL will designate equipment and supplies that will be available to the City's Parks and Recreation Department for its recreational programs. If that equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, the City shall pay PPLL the depreciated replacement value of any equipment not returned in satisfactory condition. PPLL and the City shall provide for adequate storage for City of Wyoming Parks and Recreation Department and PPLL equipment and supplies.

5. Utilities. The City will pay all utility rates, fees and charges for services to the Licensed Facilities except that PPLL shall pay the bills for electrical power to the Licensed Facilities during the months of May, June, July and August. The City shall forward May through August bills to GWCRA for payment by PPLL.

6. Business and Fiduciary Functions. The parties appreciate the passion PPLL board members, coaches, officials, other volunteers, participating families, and players have for baseball and softball and the importance to families in the City of youth programs and activities such as those provided by PPLL. They also recognize that those who are passionate about baseball, softball and coaching youth may not have the same passion for some administrative, business and fiduciary aspects of providing youth programs and activities. Therefore, they are collaborating and cooperating to provide administrative, business and fiduciary support for PPLL. But that support can only be provided with the coordinated efforts of and frequent communications among all the parties. Moreover, as PPLL board members, staff or volunteers demonstrate the interest and capability of attending to those administrative, business and fiduciary tasks with lessened support from GWCRA and the City, they intend following the annual review provided for in subsection 8.B below to amend this Agreement to reduce that support.

A. GWCRA shall provide the following administrative, business and fiduciary services for PPLL.

1. Make deposits to and withdrawals from, write and distribute checks, and otherwise arrange payments from the PPLL bank account(s) to which the GWCRA shall have full access.
2. Maintain ledgers and other financial records for PPLL.
3. Prepare and provide to the PPLL board monthly financial reports.
4. Account for grant funds in accordance with requirements of grant agreements.
5. Maintain a record of PPLL board agendas and minutes.
6. Prepare for signing by PPLL officers and then file annual documents required by the state of Michigan including those filed with the Department of Licensing and Regulatory Affairs.

7. Prepare for signing by PPLL officers and then file IRS form 990.
 8. Maintain records needed to properly account for, report and pay sales and use taxes, withholding taxes and other taxes related to PPLL activities.
 9. Maintain files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination.
 10. Maintain records of PPLL compliance with inspection and other requirements for use of the Licensed Facilities for concessions and other operations.
 11. Maintain fundraising records needed to comply with applicable state and federal rules and regulations.
 12. In cooperation with the City's Parks and Recreation Department state, take registrations and maintain registration files for participants, coaches and officials in PPLL programs and activities. This will include accounting for any payments and for scholarships or other assistance/discounts provided, copies of signed forms and waivers/releases, and documentation of compliance with concussion protocol and other state requirements. Copies will also be provided to PPLL.
 13. Provide copies to PPLL board members and officers upon request.
 14. Pay to appropriate persons reimbursements or payments related to PPLL expenses that have been approved by the PPLL board.
 15. Assist with annual budgeting, yearend financial statements, and, if undertaken, independent audits.
 16. Maintain PPLL records until the parties agree that GWCRA's assistance is no longer needed.
- B. PPLL will ensure the following occurs in relation to its administrative, business and fiduciary functions and requirements.
1. Submit all PPLL funds to GWCRA or deposit them in accounts accessible to GWCRA within 48 hours of their receipt. This includes all funds from fundraising activities, concession sales, registration or participation fees, sponsorship fees, or any other payments to PPLL made to board members, staff, volunteers, coaches, officials or others.
 2. Direct all funds payable to PPLL to be made payable to GWCRA, except where doing so would violate any grant agreement or state or federal law.
 3. All PPLL payments or reimbursements to PPLL board members, staff, volunteers, coaches, officials, players, or families or to any third party shall be by checks or other forms of payments to be made by GWCRA.
 4. Hold regular PPLL board meetings with at least 10 days' prior written notice to GWCRA and the City with agendas prepared by GWCRA.
 5. Adopt and amend budgets, approve payments and expenses, approve contracts, approve calendars and schedules, and take other board approval actions on a timely basis and with an appropriate agenda and supporting materials before the payments or other activities being approved occur and before any contracts are signed.
 6. Provide all financial data, contracts, and other documents and information to GWCRA on a timely basis so as to enable GWCRA to reasonably perform GWCRA's services as provided in subsection A above on a timely basis.
 7. Comply with all policies, schedules, and contracts approved by the PPLL board.
 8. Acknowledge PPLL's affiliation with the GWCRA and the GWCRA's assistance to the PPLL on all PPLL promotional materials.

9. Ensure that no PPLL coaches, officials, players, parents or others participate in any PPLL activities or programs unless and until they have signed the necessary forms, paid any required amounts, and engaged any required training.

10. Sign and file reports, forms and other documents with the state of Michigan, the IRS and others as required by applicable laws, rules and regulations in order to maintain its status as a nonprofit corporation in good standing, its status as an approved §501(c)(3) tax exempt organization, its license to conduct charitable fundraising activities and any other required licenses, permits or other approvals.

11. Maintain its status with Little League International.

12. Primarily serve the youth of the City.

13. Provide GWCRA and City staff representatives with the names, street addresses, e-mail addresses, telephone numbers and, if different, cell phone numbers for all PPLL board members and officers and keep that information updated not less frequently than monthly.

14. Not later than January 10 of each year make available the dates, times and places of regular PPLL board meetings for that calendar year through January of the following calendar year. This list shall also include the date of the annual membership meeting and the dates for elections of PPLL board members and officers. PPLL shall place this information on PPLL's website and post it at Pinery Park, and the City shall make it available on the City's website.

15. Provide the City and GWCRA with all changes to and with updated copies of the PPLL articles of incorporation, bylaws, rules, and other governing documents. Any changes or amendments shall be submitted to the City and GWCRA within 48 hours of their approval by the PPLL board. PPLL shall also either make copies of these documents available on its website or state on its website how players, families and other interested persons can obtain copies.

16. Conduct all PPLL programs and activities in compliance with all applicable laws, rules, and regulations, with all applicable contractual obligations, and with the requirements of any licenses, permits, registrations, certifications or other approvals of entities and organizations of competent jurisdiction.

C. The City shall provide a part-time employee to provide clerical and other services as may from time-to-time be needed to prepare notices and agendas, communicate with PPLL officers and volunteers to disseminate or obtain needed documents and information, attend meetings to obtain documents or information needed by the City or GWCRA, ensure PPLL is performing required tasks under this Agreement and to undertake other tasks to facilitate compliance with the terms and conditions of this Agreement.

D. All parties shall perform their respective tasks outlined by the stated dates on the **Calendar of Events** attached as **Exhibit B**.

7. Administration Fee. PPLL shall pay the City an annual administration fee of between \$5,000 and \$15,000 to pay a portion of the costs incurred by the City to provide the staff persona and services described in subsection 6.C above.

A. PPLL shall pay the City \$5,000 by January 1, 2019 and, unless adjusted as provided below, \$5,000 on January 1 of each year of the term of this Agreement.

B. If PPLL performs its duties and meets its obligations under this Agreement in accordance with subsection 6.B and the Calendar of Events, no additional amounts will be due to the City as an administration fee. If PPLL fails to perform its duties and meet its obligations under this Agreement in accordance with subsection 6.B and the Calendar of Events, PPLL shall pay the City the costs the City incurs to provide the services under subsection 6.C up to \$15,000.

C. During the annual review under subsection 8.B below, the parties will determine whether the administrative fee to be paid under subsection 7.A above should be reduced or increased based on the parties' actual experience. The City Manager may, in the City Manager's discretion, make such an

adjustment without an amendment to this Agreement. If PPLL disagrees in writing with any increase made by such an adjustment, such increase shall be made only with the approval of the City Council.

8. License Term and Early Termination.

A. The **License Term** shall end on May 14, 2031, unless terminated earlier as provided in this Agreement.

B. Annually, before August 15 of each year beginning August 15, 2019, the parties shall meet to review this Agreement to ascertain (i) whether all parties have complied with its terms and conditions, (ii) if any party(ies) has not fully complied with its terms and conditions, what non-compliance occurred, what corrections were made, and whether that noncompliance is likely to recur, (iii) what were the costs and consequences of the noncompliance, (iv) whether it is the belief of any party that the noncompliance should result in early termination of this Agreement, (v) whether there has been improvement in compliance with its terms and conditions since the last annual review, and (vi) whether any changes should be made in this Agreement such as, for example and not for limitation, altering the functions and duties performed by any party. Following that review, the City Manager shall report on the review to the City Council and reports of the review shall also be made to the boards of PPLL and GWCRA.

C. The City will have cause to terminate this Agreement immediately if PPLL (i) repeatedly fails to comply with any provision, (ii) at any time fails to comply with any provision and that noncompliance results in liability for any party, results in a significant cost to any party to cure or otherwise address that noncompliance, or results in a failure to meet a deadline or other requirement imposed under state or federal law, such as, for further example, timely filing of a form with the IRS, or (iii) fails to comply with multiple provisions.

D. The City may terminate this Agreement at any time without cause upon 90 days' written notice to PPLL.

E. Any early termination of this Agreement by the City will require a resolution of the City Council. The City shall provide the other parties at least 10 days' written notice of the City Council meeting at which any such resolution will be considered and all parties will have an opportunity to submit written information and to address the City Council before the Council considers any such resolution.

F. PPLL may terminate this Agreement upon 30 days' written notice to the other parties following approval of such action by PPLL's board and by vacating the Licensed Facilities while leaving in place any improvements made to the Licensed Facilities.

G. GWCRA may terminate its participation in this Agreement upon 30 days' written notice to the other parties following approval of such action by GWCRA's board.

9. Effects of Early Termination.

A. If the City terminates this Agreement under section 8 above, PPLL's and the City's use of one another's facilities granted by this Agreement shall also terminate.

B. When this Agreement expires or is terminated early as provided in section 8 above, all improvements to the Licensed Facilities shall be the property of the City without any payment due to PPLL and all equipment located on the Licensed Premises or acquired by PPLL from the proceeds of payments made by or on behalf of players, from the sales of concessions, or from fundraising activities during the term of this Agreement or preceding agreements between the City and PPLL for use of the Licensed Facilities shall also be the property of the City.

C. If PPLL ceases to operate in the City or ceases to provide programming and activities reasonably available to youth residing in the City, all PPLL assets shall be transferred to the City or to a nonprofit organization as approved in writing by the City for the purpose of providing Little League or other baseball and softball opportunities to the youth residing in the City.

10. Independence.

A. The City is not affiliated with PPLL, is not a sponsor of PPLL, and does not oversee or control PPLL activities or programs. GWCRA is not affiliated with PPLL, is not a sponsor of PPLL, and does not

oversee or control PPLL activities or programs. The City's and GWCRA's relationships with PPLL are solely as provided in this Agreement.

B. PPLL is solely responsible for all of the youth Little League baseball, softball, fundraising and related activities using or occurring at or in relationship to the Licensed Facilities. So, for example and not in any way limiting the generality of the preceding sentence of this subsection B or the provisions of subsection A, neither the City nor GWCRA oversee or control the coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities. All coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities is solely within the purview, control, and oversight of PPLL.

11. Risk Allocation.

A. PPLL shall hold the City, GWCRA, and their respective board members, officers, employees and agents harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims, demands, lawsuits, grievances, administrative proceedings, state or federal investigations, criminal investigations, judgments, awards, orders of courts or agencies of competent jurisdiction, or any other losses or potential losses arising from (i) personal injuries (including, without limitation, deaths) or property damage suffered by any player, coach, official, family member, fan, observer, patron or any other individual due to PPLL's activities or programs or PPLL's use of the Licensed Facilities, (ii) theft, embezzlement, assault, battery, or other criminal act or intentional tort committed by any PPLL player, coach, official, volunteer, family member, fan, observer or patron, or (iii) PPLL's failure to comply with any term or condition of this Agreement. However, this obligation of PPLL shall not extend to any injury or personal injury resulting solely from the negligence or from the gross negligence or intentional wrongdoing of the City, GWCRA, or their respective board members, officers, employees and agents.

B. PPLL shall acquire, maintain and provide the City and GWCRA with copies of insurance policies, endorsements and certificates meeting the following requirements.

1. Workers disability compensation coverage for any PPLL employees in amounts meeting state of Michigan requirements.
2. General commercial liability insurance in coverage amounts of not less than \$2,000,000 per occurrence including endorsements and extensions for contractual liability, products and completed operations, and broad form general liability extensions. It shall be occurrence based and shall name the City, GWCRA, and their respective board members, officers, employees, volunteers, and agents as additional insureds.
3. Errors and omissions and fiduciary liability coverage covering PPLL, GWCRA, and the City and their respective boards, councils, board members, officers, employees, volunteers, and agents.
4. Policies in commercially reasonable amount covering injuries (including death) suffered by players, coaches, officials, volunteers or others engaged in PPLL programs and activities on or based at the Licensed Facilities.
5. All policies shall be primary and any policies carried by the City or GWCRA shall be secondary and/or excess.
6. All policies shall include endorsements providing that they may not be terminated or materially modified except with at least 30 days' prior written notice to the City and GWCRA.

12. Remedies.

A. Except for the arbitration procedure provided in subsection 9.A, remedies in this Agreement shall be cumulative. A party may use a remedy specifically provided in this Agreement or any other remedy available at law or in equity. The exercise of one remedy will not preclude the exercise of one or more other remedies either simultaneously or sequentially.

B. Before filing any lawsuit or taking any action exercise any rights to terminate this Agreement, a party considering such a remedy shall first notify in writing the party it believes has failed to comply with any term or condition of this Agreement which notification shall refer the provision involved, state the actions or failure to act that did not comply with the provision, and propose the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Agreement or stating what actions it has or is taking to address the noncompliance and prevent recurrence. Copies the initial notice and response shall also be provided the third party to this Agreement. All parties shall then 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 12.B if it has previously done so with respect to any noncompliance with the same section of this Agreement.

D. The City and PPLL will establish a 3-member dispute resolution panel to which a participant may apply for a review of a complaint to ensure PPLL by-laws and rules have been fairly and consistently followed. The panel shall be comprised of a member of the PPLL board, a delegate from City, and a member of the Board of a neighboring chartered Little League organization. If Little League International does not consent to or approve for this dispute resolution panel, PPLL shall clearly post Little League International's review process at Pinery Park. PPLL shall further inform an aggrieved party of the right to appeal and shall make the appellate information available to said party upon making their determination.

E. Jurisdiction and venue for any action brought to pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan. The prevailing party(ies) in any such action shall, in addition to any other remedy, be entitled to recover costs, including for example and not for limitation, attorneys' fees, filing fees, expert expenses, discovery costs, and other costs incurred to investigate, bring, respond to, or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

13. Notices. Notices shall be delivered to the parties at the addresses first written above or such other addresses as any party may be written notice direct to other parties. Notices shall be personally delivered, delivered by a carrier such as FedEx or UPS, delivered by certified US Mail with return receipt and shall be made when actually occurring. The parties may designate e-mail addresses for deliveries of documents and notices. E-mail notification shall be deemed made when acknowledged by the recipient.

14. Other Parties.

A. This Agreement is intended for the benefit of the parties. There are no other parties intended to be beneficiaries and no other parties shall have any right to enforce any provision of this Agreement.

B. No party may assign or otherwise transfer to any other individual or entity any right, privilege, duty or obligation under this Agreement without the prior written consent of the other parties.

15. General Provisions.

A. Whenever an individual, officer, employee or other agent of a party is designated in this Agreement by name or title, it includes that individual's designee(s) and successor(s) and any other officer, employee or other agent to whom such duties have been delegated.

B. This is the entire Agreement between and among the parties with respect to its subject. It supersedes and replaces all prior agreements, including the RFA and Fiduciary Contract.

C. This Agreement was made in Kent County, Michigan pursuant to the laws of Michigan which shall be applied in its interpretation and enforcement.

D. The captions in this Agreement are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

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

[Signatures on next page.]

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, Clerk

Date signed: November __, 2018

Approved as to form:

Scott G. Smith, City Attorney

GREATER WYOMING COMMUNITY
RESOURCE ALLIANCE

By: _____
Kent Vanderwood, President

By: _____
Rebecca Rynbrandt, Secretary

Date signed: November __, 2018

PINERY PARK LITTLE LEAGUE

By: _____
Mark Phillips, President & Treasurer

By: _____
Robert Dabakey, Secretary

Date signed: November __, 2018

Attachments:

Exhibit A – Drawing Depicting & Designating Licensed Facilities at Pinery Park

Exhibit B – Calendar of Events

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
09/28/18				•Agenda Prepared, Posted and Distributed •Assemble Board Policies, Distribution to All Members		Finance Report Complete				
10/09/18	Board Meeting									
10/25/18	Motions •Approve Board Annual Meeting Schedule (Post Schedule on Facebook, League Web page and PPLL Bulletin Board •Approve Board Member Code of Conduct •Approve League Boundaries •Assign all committees (Budget, Concession, Registration, Celebration Day, Sponsorships •Secure Location and Dates for Tryouts and Draft	Meeting Minutes Deadline for submittal to Nancy B.								
11/01/18				•Agenda Prepared, Posted and Distributed •Review Registration Packet with appropriate City Staff		Finance Report Complete	Complete	Registration Packet Complete		Sponsorship Packet Complete
11/13/18	Board Meeting	Motions •Approve Registration Fees •Approve Registration Packet •Approve Budget •Approve Insurance •Start Review of Ground Rules •Approve Sponsorship Levels •Committee Updates					Recruit Staff			
11/20/18						Sales Tax Filing Due				

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
11/22/18		Meeting Minutes Deadline for submittal to Nancy B.								
11/30/18			Agenda Prepared, Posted and Distributed		Finance Report Complete					
12/11/18	Board Meeting	Motions •Approve Draft Process •Approve Local Ground Rules •Approve Opening Day •Committee Updates					Recruit Staff			
12/21/18		Meeting Minutes Deadline for submittal to Nancy B.								
12/27/18			Agenda Prepared, Posted and Distributed		Finance Report Complete					Sponsorships submitted to Finance
01/08/19	Board Meeting	Motions •Approve Tax Filing •Approve Non-Profit Filings •Approve Sponsorships •Approve Concession Vendor •Committee Updates					Approve Vendor			
01/17/19		Meeting Minutes Deadline for submittal to Nancy B.								
01/20/19					Sales Tax Filing Due					
01/27/19			Agenda Prepared, Posted and Distributed		Finance Report Complete				Celebration Day Planning Complete	
01/31/19					W-2's Mailed to Paid Staff					
02/12/19	Board Meeting	Motions •Approve Coaches •Set Celebration Day •Set Opening Day •Committee Updates					Complete Health Department Certification			

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
02/21/19		Meeting Minutes Deadline for submittal to Nancy B.								
02/28/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					
02/28/19					W- 2's submitted to State					
03/01/19			Submit League Field Schedule to City of Wyoming Recreation Supervisor	•Background Checks Complete for all Volunteers •Heads Up training complete for all Volunteers						
03/12/19	Board Meeting	Motions •Approve Board Certification of Complete Background Checks •Approve Board Certification of All Heads Up Training Complete •Approve All-Star Process (Player selection and Coaching) •Committee Updates								
03/21/19		Meeting Minutes Deadline for submittal to Nancy B.				Concession Ready for Open				
03/28/19			Agenda Prepared, Posted and Distributed							
04/09/19	Board Meeting	<u>Motions</u>								
04/18/19		Meeting Minutes Deadline for submittal to Nancy B.								
04/20/19					Sales Tax Filing Due					
05/01/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
08/22/19		Meeting Minutes Deadline for submittal to Nancy B.								
08/29/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					
09/10/19	Board Meeting									
Board Policies										
	Field Usage Contract									
	Fiduciary Contract									
	By-Laws									
	Ground Rules									
	Expenditure Policy									
	Scholarship Policy									
	Player Code of Conduct									
	Coaches Code of Conduct									
Invoices and Receipts										
	***Must Be Submitted to Fiduciary within one Week of Invoice or Receipt Date									
	***No Payments will be made without a Receipt									

**CITY COUNCIL
CITY OF WYOMING
(Kent County, Michigan)**

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
CAPITAL IMPROVEMENTS AND TO PUBLISH NOTICE OF INTENT
TO ISSUE MUNICIPAL SECURITIES**

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City Hall, 1155 28th St SW, Wyoming, Michigan, on November 19, 2018, at 7:00 p.m., local time.

PRESENT: Members: _____

ABSENT: Members: _____

The following resolution was offered by Council Member _____,
supported by Council Member _____:

WHEREAS, the City Council deems it to be in the best in interest of the City of Wyoming (the "City") to plan, design, permit, purchase, acquire, construct and install certain capital improvements, including, but not limited to, improvements to Jackson Park and Gezon Park, which may include, but are not limited to, (i) site preparation, clearing, grubbing, and grading, (ii) parking area and drive area paving, curbs, gutters and drainage, (iii) paved and unpaved trails and walkways, (iv) overlooks and boardwalks in wetland areas, (v) restroom building, picnic and other shelters, dumpster enclosures, and other structures, (vi) splash pads, (vii) electrical, water, sanitary sewer, storm water, and communications improvements, (viii) light fixtures and security devices, (ix) trees, grass, shrubs and other landscaping, (x) fencing and gates, (xi) playground equipment, pads, curbing, kid timbers, and safety surfaces, (xii) athletic and recreational fields and amenities, (xiii) benches, trash containers, bike racks, dog waste bag dispensers, tables, and other amenities, (xiv) wetlands work, (xv) signage, (xvi) any needed environmental assessments and remediation (xvii) as well as all work, improvements and equipment necessary or desired for the improvement of the parks and to pay the costs of issuance of municipal securities (the "Improvements") for the benefit of the City and to finance the Improvements by the issuance of municipal securities that pledge the City's limited tax general obligation pursuant to Section 517 of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the municipal securities; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the municipal securities and desires to be reimbursed for such expenditures from the proceeds of the municipal securities; and

WHEREAS, pursuant to Section 517 of Act 34, it is necessary to publish a Notice of Intent to Issue Municipal Securities for the Improvements.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay for the cost through the issuance of one or more series of municipal securities, which pledge the City's limited tax full faith and credit, pursuant to Section 517 of Act 34, in an amount not to exceed \$4,800,000 (the "Municipal Securities").

2. A Notice of Intent to Issue Municipal Securities be published in accordance with Section 517 of Act 34, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Municipal Securities in the *Grand Rapids Press*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form as set forth on Exhibit A attached hereto, with such changes as may be approved by the City Manager, and shall be at least one-quarter (1/4) page size in the newspaper.

3. The City may proceed to acquire and construct the improvements using available funds of the City from the Parks and Recreation Fund, which is a fund for the operations, maintenance, repair and improvement of city parks; the Capital Projects Revolving Fund, a fund established to initially finance costs related to capital projects in the City which is replenished by subsequent payments and fund transfers; the General Fund, a fund for the general operations of the City; and other funds of the City.

4. At such time as the City issues the Municipal Securities for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Municipal Securities.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Municipal Securities is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Municipal Securities for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS: Council Members: _____

NAYS: Council Members: _____
ABSTAIN: Council Members: _____

RESOLUTION DECLARED ADOPTED.

Kelli VandenBerg, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on November 19, 2018, and that the public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2018

Kelli VandenBerg, Clerk

EXHIBIT A

[NOTE TO PUBLISHER: PUBLICATION MUST BE ¼ PAGE SIZE]

**NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES
TO THE ELECTORS OF THE CITY OF WYOMING**

PLEASE TAKE NOTICE that the City Council of the City of Wyoming (the “City”) intends to issue municipal securities in one or more series, in an amount not to exceed \$4,800,000 (the “Municipal Securities”).

The Municipal Securities shall be issued to pay the cost to plan, design, permit, purchase, acquire, construct and install certain capital improvements, including, but not limited to, improvements to Jackson Park and Gezon Park, which may include, but are not limited to, (i) site preparation, clearing, grubbing, and grading, (ii) parking area and drive area paving, curbs, gutters and drainage, (iii) paved and unpaved trails and walkways, (iv) overlooks and boardwalks in wetland areas, (v) restroom building, picnic and other shelters, dumpster enclosures, and other structures, (vi) splash pads, (vii) electrical, water, sanitary sewer, storm water, and communications improvements, (viii) light fixtures and security devices, (ix) trees, grass, shrubs and other landscaping, (x) fencing and gates, (xi) playground equipment, pads, curbing, kid timbers, and safety surfaces, (xii) athletic and recreational fields and amenities, (xiii) benches, trash containers, bike racks, dog waste bag dispensers, tables, and other amenities, (xiv) wetlands work, (xv) signage, (xvi) any needed environmental assessments and remediation (xvii) as well as all work, improvements and equipment necessary or desired for the improvement of the parks and to pay the costs of issuance of municipal securities (the “Improvements”).

The Municipal Securities of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The Municipal Securities shall be issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”).

SOURCE OF PAYMENT

The principal of and interest on the Municipal Securities will be limited tax full faith and credit general obligations of the City, payable from available funds of the City. Pursuant to this pledge of its limited tax full faith and credit, the City will be obligated to levy such *ad valorem* taxes upon all taxable property in the City as shall be necessary to make the payments of principal and interest on the Municipal Securities, which taxes, however, will be limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Municipal Securities will be issued without a vote of the electors approving such Municipal Securities, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City, shall have been filed with the Clerk of the City, or other recording officer of the City, requesting a referendum upon the question of the issuance of the Municipal Securities. If such a petition is filed, the Municipal Securities shall not be issued until approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This notice is published pursuant to the requirements of Section 517 of Act 34.

Kelli VandenBerg, Clerk
City of Wyoming

STAFF REPORT

Date: November 5, 2018

Subject: Bonding for Gezon Park and Jackson Park Improvements

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: November 13, 2018

RECOMMENDATION:

It is recommended that the City Council authorize the process to issue bonds for the improvements of Gezon Park and Jackson Park in an amount not to exceed \$4.8 million.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming seeks to develop contemporary, accessible facilities with improved functional relationships related to programmed and passive uses.

Social Equity – The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming. The development of the parks increases our ability to equitably provide for recreation and leisure services throughout our community.

Economic Strength – The City strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

DISCUSSION:

On September 6, 2016, per Resolution No. 25561, the City Council authorized a millage question to be placed before voters to amend Sect. 9.1 of the City Charter to allow the public library millage to also be used for capital improvements in city parks. On May 2, 2017, voters approved this change. Following voter approval, construction cost estimates, including professional services and contingency, have been obtained and refined for the next phases of development of Jackson and Gezon parks.

Development	Approved Master Plan Cost Estimate	Construction Cost Estimates Proposed Phases (Bond Project)
Gezon Park	\$6,024,029	\$2,400,839
Jackson Park	\$4,461,036	\$1,946,572

Total Project Estimated Cost	\$10,485,065	\$4,347,411
-------------------------------------	---------------------	--------------------

The issuance of a bond would finance the costs of planning, design, acquisition, permitting, construction and installation of Jackson Park and Gezon Park improvements that will include such items as site preparation, restrooms, splash pads, playground equipment, signage etc. All development will be constructed based upon the City Council approved park development plans. Construction is planned to commence as follows:

Jackson Park Construction design currently in process, bidding December 2018 to January 2019, Construction spring 2019

Gezon Park Construction design spring and summer of 2019, bidding December 2019 to January 2020, Construction spring 2020

BOND SCENARIOS:

The following information was prepared by Robert W. Baird & Co. as of September 19, 2018 and provided by Finance Director Rosa Ooms.

Scenario	Period	Principal	Coupon	Interest	Total Debt Service	Avg. Annual Payment
1	20 yr	\$3,300,000	4.020%	\$1,371,745.42	\$4,671,745.42	\$233,588
2	20 yr	\$4,300,000	4.020%	\$1,788,387.67	\$6,088,387.67	\$304,429
3	20 yr	\$4,600,000	4.020%	\$1,908,070.75	\$6,508,070.75	\$325,404

BUDGET IMPACT:

A review of the Library Maintenance & Capital Fund budget affirms, as planned during our discussions with City Council in 2016 and with voters in 2017, that current millage revenues exceed expense needs and there is sufficient income to fund a bond payment while maintaining a high level of maintenance service at the library.

Library Maintenance & Capital Fund			
Annual Maintenance Expense – no capital (FY 2019)	Annual Revenue	Net Available for Parks Capital & Bond Payment	Fund Balance (June 30, 2018)
\$425,298	\$834,128	\$408,830	\$683,666

This evaluation included a conservative estimate for an annual increase in maintenance expense by 2%; roughly equal to the current rate of property tax percentage growth (FY 2020 target is 2.4%).

Since 2016 the city has invested \$917,492 in major maintenance and capital improvement projects at the library including the conversion of the café to the Book Mark meeting room, Community Room technology upgrades, parking lot repairs, and roof replacement. As a result, major maintenance and capital needs at the library are limited over the next 15 years. Our planning efforts include retaining an annual minimum capital expense investment plan of \$50,000 for general maintenance and replacement items such as HVAC units, chairs, carpet replacement, etc.

Library Maintenance & Capital Fund		
Adjusted for Preventative Maintenance Capital Investment & Maintenance Growth		
Annual Maintenance Expense – \$10,000 annual escalator (example) with \$50,000 capital	Annual Revenue Growth (FY 2020 2.4%)	Net Available for Parks Capital Bond Payment
\$485,298	\$854,147	\$367,180

In order to affirm our commitments to residents that library maintenance and long term capital needs will not be affected by any bond payments for parks capital, it is proposed to leverage bond funds with investment by the Capital Projects Revolving Fund. As construction costs become confirmed, we will adjust the level of bond that is needed.

RECOMMENDED GEZON AND JACKSON PARK DEVELOPMENT FUNDING MODEL:

Based upon ongoing refinement of project scopes, soils testing, market changes for product costs, etc., it is expected that cost estimates will continue to be adjusted over the next 18 months. While we fully expect to utilize bond funds, the resolution will be crafted so as to allow for the use of the Capital Projects Revolving Fund, or Parks and Recreation Fund if unforeseen needs arise. The key is to provide for flexibility over a 20 year period. Recognizing volatility in the market, pursuing a bond in an amount of NOT TO EXCEED \$4.8 million is the recommended, prudent course of action.

Attorney Roger Swets of Dickinson Wright, PLLC, has crafted the draft of the *notice of intent* resolution to start the legal process for the bond issue. These items are currently under review by City Attorney Scott Smith. With Council support to move this bond forward, the resolution and any necessary supporting documents will be presented for approval at the November 19th Regular Session of the City Council.

###

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR CLEANING SERVICES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received for cleaning services for the Court, City Hall, Public Works, Library, Public Safety and Senior Center buildings.
2. It is recommended the City Council accept the proposal received from West Michigan Janitorial at the prices as shown on the attached tabulation sheet.
3. Funds for cleaning services are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for cleaning services to West Michigan Janitorial from January 1, 2019 through December 31, 2021.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

ATTACHMENTS:

Staff Report
Contract
Bid Proposal
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 5, 2018

Subject: Cleaning Proposal

From: Jeff Anderson, Parks & Facilities Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: November 19, 2018

Recommendation:

It is recommended the Wyoming City Council accept West Michigan Janitorial bid prices through December 31, 2021 for cleaning of the Court, City Hall, Public Works, Library, Public Safety and Senior Center buildings.

Sustainability Criteria:

Environmental Quality – The cleanliness of municipal facilities directly represents the City’s brand and citizen pride in their community. As custodians of tax payer funds, we too must be good stewards of the facilities constructed to provide community services. Regular and ongoing maintenance, including janitorial services, provides for high quality work environments, and extends the life of the desks, carpets, tile, etc.

Social Equity – Does not significantly impact this criterion.

Economic Strength – West Michigan Janitorial will hold their prices for all three years of the contract through December 31, 2021.

Discussion:

On October 23, 2018, five (5) responses were received in answer to our invitation to submit proposals for cleaning services for various City buildings. Eighty-five (85) invitations to submit proposals were sent to prospective bidders.

A team of representatives from each of the buildings (Public Works, Court, City Hall, Public Safety and Wyoming Senior Center) reviewed the proposals and conducted interviews of the three (3) lowest bidders. The lowest bidder withdrew from the interview process after discovering they omitted weekend cleaning at the Public Safety Building. Based on the interviews and proposals submitted, staff recommends awarding the bid to West Michigan Janitorial in the amounts as indicated on the attached tabulation sheet. West Michigan Janitorial has the current cleaning contract and has done a good job in all of the facilities ensuring our cleaning specifications are met. Their proposal was detailed and provided the adequate amount of time to ensure our facilities are maintained to the standards outlined in the bid document.

Funds for the cleaning services are budgeted in various departmental accounts.

Attachments: Tabulation Sheet
Contract

JANITORIAL SERVICES CONTRACT

This Janitorial Services Contract made as of January 1, 2019, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28th Street SW, Wyoming, MI 49509 (the "City"), and West Michigan Janitorial & Supply Co., a Michigan business corporation of 5160 West River Drive NE, Comstock Park, MI 49321 ("Contractor").

RECITALS

- A. The City sought proposals for janitorial services for 6 City-owned buildings.
- B. Contractor submitted a written proposal to the City on October 23, 2018, a copy of which is on file in the City's Purchasing Department (the "Proposal").

TERMS AND CONDITIONS

- 1. **Term.** The term of this Contract shall begin January 1, 2018 and expire December 31, 2021.
- 2. **Services.** Contractor shall provide cleaning services following City-owned buildings in the City in accordance with the terms of this Contract and the proposal made a part hereof:

Court Building 2650 DeHoop Ave SW	Wyoming Branch, Kent District Library 3350 Michael Ave SW
City Hall 1155 28 th Street SW	Police Building 2300 DeHoop Ave SW
Public Works Building 2660 Burlingame Ave SW	Wyoming Senior Center 2380 DeHoop, SW

Services shall be provided during the times and with the personnel stated in the Proposal and in accordance with the Scope of Work and Services attached as Exhibit A.

- 3. **Other Documents.** The Proposal is incorporated by reference and made a part of this Contract in full, except as otherwise specifically provided in this Contract. Exhibits A and B are both a part of this Contract.
- 4. **Equipment and Supplies.** Contractor shall provide all necessary cleaning equipment and supplies to perform the required services in good and workmanlike manner.
- 5. **Additional Work.** Any additional work or special services requested by the City shall performed in accordance with the terms and for the compensation provided in subsequent written understandings of the parties.
- 6. **Compensation.** City shall pay the Contractor in the monthly amounts of the following for regular services performed during the term of this Contract:

Court	\$3,547.00
City Hall	\$2,842.00
Public Service	\$2,530.00
Library –Memorial Day to Labor Day	\$3,785.00
Library –Remainder of the Year	\$4,415.00
Police	\$3,227.00
Senior Center	\$954.00

If partial services are performed during a month such amounts shall be paid on a *pro-rata* basis. Payment for any special services or any other additional charges shall be paid on a monthly basis upon submission by the Contractor of an itemized statement to the City.

- 7. **Employee Identification.** Contractor shall require all of its employees wear a uniform and have identification cards while working as described in the Proposal.
- 8. **No Smoking.** Smoking is prohibited in City buildings. Therefore, Contractor shall require that none of its employees smoke in the buildings.

9. Trash Disposal. Contractor shall ensure that all trash collected each day in the buildings is deposited in trash bins located outside of the building immediately upon completion of the trash removal operation and prior to the Contractor's personnel vacating the building. Contractor shall further ensure that no trash collected during the process of the trash collection operation is left unattended at any time prior to deposit in the trash bins.

10. Security. Contractor agrees that because of the nature of the business conducted in City buildings, the City has the right to insist that any particular employee, officer or agent of the Contractor not be assigned to work in said building.

11. Insurance. Contractor shall maintain the insurance identified and detailed in the certificate of insurance attached as Exhibit C or such replacement insurance as is acceptable to the City.

12. Termination. The City may terminate this Contract at any time by providing the Contractor with 5-day's written notice of termination. The City reserves the right to terminate the Contractor's Cleaning Service at any one or all of the buildings. The City shall be responsible for all work performed and monthly payments on a *pro-rata* basis through the effective date of termination.

13. Business Transition. In the event of sale of Contractor's business, the Contractor and all provisions shall be binding upon any purchaser and/or successor to the Contractor.

14. Entire Agreement. This Contract, including Exhibits A through C and the Proposal, shall be the full and complete agreement between the parties, any oral agreements or promises to the contrary notwithstanding.

CITY OF WYOMING

WEST MICHIGAN JANITORIAL & SUPPLY CO.

By: _____
Jack A. Poll, Mayor

By: _____
John J. Ten Elshof, President

Date signed: _____, 2018

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2018

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT A

JANITORIAL SERVICES CONTRACT

SCOPE OF WORK & SERVICES

1. SCOPE OF WORK

A. All proposal prices shall be based on furnishing all labor, equipment and cleaning supplies and materials required to perform the cleaning work in accordance with the specifications contained herein and the provisions of the attached Contract.

B. All vacuum cleaners shall be of a commercial grade and of a sufficient size acceptable to the City of Wyoming and shall be maintained in good repair and operating order at all times.

C. Where stripping and refinishing of floors and baseboards is specified as per manufacturers recommendations. All floors shall be stripped and re-waxed as scheduled during building closed hours or as scheduled per the City's building representative.

D. When cleaning and spot cleaning carpeting, the cleaning contractor shall only utilize such products and methods as recommended by the carpet manufacturer.

E. Contractor shall ensure that all trash collected each day on the interior and exterior of the building is deposited in trash bins located outside of the building immediately upon completion of the trash removal operation and prior to Contractor's personnel vacating the building. Contractor shall further ensure that no trash collected during the process of the trash collection operation is left unattended at any time prior to deposit in the trash bins.

F. All work performed shall be when the buildings are closed unless approved by the City. Open hours are included in the specifications contained herein.

G. Contractor shall ensure that all buildings are locked and secured after performing their cleaning services in each building.

H. Contractor shall upon request, perform additional cleaning services as requested by the City. Any additional work requested shall be subject to agreement by the parties at a rate to be determined.

2. EMPLOYEES

A. Contractor shall require that none of its employees smoke in any of the buildings.

B. Contractor agrees that because of the nature of the business conducted in City buildings, the City has the right to insist that any particular employee, officer or agent of the Contractor not be assigned to work in said building.

C. Contractor agrees that only its scheduled employees will be allowed after open hours in any City building or on any City property.

D. Contractor shall provide a uniform to be worn by all employees at all times while performing cleaning services in each building. The uniform shall consist of, at a minimum, a t-shirt and picture identification card that is clearly visible at all times.

E. The contractor shall employ only United States citizens, legal residents or legal resident aliens. Upon request of the City, the contractor shall provide copies of or access to work/payroll records and necessary documents to verify status of employees.

F. The Contractor, its employees, officers or agents shall at no time during the term of this Contract be considered employees of the City.

3. CLEANING SPECIFICATIONS

All buildings shall be cleaned in accordance with the following specifications:

Building: COURT BUILDING
Address: 2650 DeHoop Avenue SW
Open Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. & Fridays 7:00 a.m. – 2:00 p.m.

DESCRIPTION	DAY OF WEEK (Monday-Friday)
General	
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns by building entrances.	Daily
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)
Clean tops of all counters, desks, tables, files, credenzas, computers, monitors, chairs, other furniture, etc.	Once Per Week
Clean legs, pedestals and front side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month
Clean all horizontal surfaces i.e., window ledges, stair handrails, etc.	Once Per Week
Spot clean walls and doors (especially around door knobs)	Once Per Week
Wash all interior door windows inside and outside, including showcase windows, glass panels and glass partitions in the lobby.	As required to maintain clean appearance
Remove cobwebs, spiders, etc.	As required to maintain clean appearance
Clean and polish drinking fountains	Daily
Sweep main stairwell and clean glass panels	Daily
Sweep basement Records Retention Center	Once Per Month
Carpeting	
Vacuum carpet – completely. Must vacuum according to the carpet manufacturer’s guidelines – upright Commercial Equipment with beater brush (no backpack vacuums)	Daily
Vacuum carpeting in the basement-completely	Once Per Month
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	As Required
All VCT Floors, and Stairwells	
Dust Mop/Sweep	Daily
Damp Mop	Daily
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, upon City’s request
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance
All Ceramic Floors	
Dust Mop/Sweep	Daily
Damp Mop	Daily
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.
All Restrooms & Holding Cells (Separate mop is required- mop is not to be used in other areas of the building)	
Clean and disinfect inside and outside of stools and urinals. The restroom in the basement is not used daily, but must be checked daily and cleaned if necessary	Daily
Clean partitions	As required to maintain clean glossy appearance.

DESCRIPTION	DAY OF WEEK (Monday-Friday)
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap, toilet tissue, sanitary products and any other products	Daily (City will supply, towels, soap and toilet tissue)
Clean and disinfect floors with antiseptic solution	Daily
Clean lockers (outside and top)	Weekly
Entrances	
Sweep & Damp Mop floors	Daily
Wash all entrance doors and sidelight windows inside & out	Daily
Vacuum floor mats	Daily
Lunchroom & Coffee Room	
Clean table tops, counter tops, sinks and faucet fixtures.	Daily
Utility Closets – To be kept in a clean and orderly fashion	At All Times
Elevators	
Vacuum, Clean wall surfaces and handrails	Monday & Wednesday

Building: CITY HALL
Address: 1155 28th Street SW
Open Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

Description	Day of Week (Monday-Thursday)
General	
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns (front entrance and back patio)	Daily
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)
Clean tops of all desks, tables, files, credenzas, chairs and other furniture	Once Per Week
Clean all service counters with disinfectant	Daily
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week
Spot clean walls and doors (especially around door knobs)	Once Per Week
Wash all interior door windows inside and outside, including showcase windows and glass panels	Weekly
Wash all entrance lobby doors and glass	Daily
Wash emergency exit door glass and side panels	Every other week.
Remove cobwebs, spiders, etc.	As required to maintain clean appearance
Clean and polish drinking fountains	Daily
All Carpeting	
Vacuum Carpet – Completely	Daily – Must vacuum according to the carpet manufacturer's guidelines Commercial Equipment with a beater bar (no backpack vacuums)

Description	Day of Week (Monday-Thursday)
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer
All Tile Floors - Ceramic & VCT	
Sweep/Dust Mop	Daily
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms
Damp Mop	Daily
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance
All Rubber Tile Stairwells & Landings	
Sweep/Dust Mop	Daily
Damp Mop	Daily or as required to maintain clean appearance
Scrub & Spray Buff	As required to maintain floor finish and a clean glossy appearance
All Concrete Floors	
Sweep	Once Per Month
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)	
Clean and disinfect inside and outside of stools and urinals	Daily
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins/fixtures	Daily
Clean mirrors	Daily
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily
Damp Mop floors with antiseptic cleaner	Daily
Entrances	
Damp Mop floors	Daily
Wash all entrance doors and sidelight windows inside & out	Daily
Remove and wash rubber track mats and clean the mat's inlay area	Monthly
Vacuum floor mats	Daily
Sweep	Daily
Employee Lunchroom and 2nd Floor Kitchenette	
Clean table tops, counter tops, sinks and faucet fixtures	Daily
Damp Mop Floor	Daily
Council Chambers Kitchen	
Clean counter tops, sinks and faucet fixtures	Daily
Damp Mop Floor	Daily
Janitor/Utility Closets	
To be kept in a neat and orderly fashion at all times.	
Miscellaneous	

Description	Day of Week (Monday-Thursday)
Contractor shall ensure that all necessary doors within City Hall and the elevator are locked Monday through Thursday promptly at 5:00 p.m. In addition Contractor shall be responsible to check the meeting schedule calendar for City Hall on a daily basis and ensure that one of Contractor's employees is present in City Hall at all time during such meetings. Upon completion of said meetings said employee shall check all meeting rooms for potential fire hazards and ensure that all coffee pots are unplugged and entrance doors to City Hall are locked prior to leaving the building.	

Building: PUBLIC WORKS BUILDING
Address: 2660 Burlingame SW
Open Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

Description	Day of Week (Monday-Thursday)
General	
Empty wastebaskets	Daily
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	3 Times Per Week
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs and other furniture	As required to maintain clean appearance; once per month
Clean all horizontal surface (<i>i.e.</i> , window ledges, etc.)	Once Per Week
Spot clean walls and doors (especially around door knobs)	2 Times Per Week
Wash all interior door windows inside and outside, including glass panels	Daily
Remove cobwebs, spiders, etc.	As required to maintain clean appearance
Clean and polish drinking fountains	Daily
Vacuum carpet – completely (including stairs)	Daily – must vacuum according to the carpet manufacturer's guidelines (instructions are attached)
Spot Clean Carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer
All Vinyl Tile Floors	
Sweep	Daily
Mop	Daily
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance
Strip, seal and refinish floor areas, including baseboards	As required to maintain floor finish
All Rubber Tile Floors	
Sweep	Daily
Mop and Buff	Daily
All Tile Floors – Ceramic & VCT	
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms
Damp Mop	Daily or as required to maintain clean

Description	Day of Week (Monday-Thursday)
	appearance
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance
All Clay Tile Floors	
Sweep	Daily
Mop	Daily
All Metal Stairways	
Sweep (all three stairways)	Daily
Clean Handrails	Weekly
All Concrete Floors	
Dust Mop	Daily
Damp Mop	Daily
Scrub	Monthly
All Conference/Training Rooms	
Must be checked daily for use and cleaned if used. If not used, must be cleaned a minimum of twice per week.	As required to maintain a clean appearance, no less than twice per week.
Clean tops of tables and counter areas	After each use, no less than twice per week if not used.
Vacuum	After each use, no less than twice per week if not used.
Clean Plastic Chairs – wipe seat & back of chairs	Monthly
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)	
Clean and disinfect inside and outside of stools and urinals	Daily
Clean partitions	As required to maintain clean glossy appearance; minimum once per week
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily
Clean and disinfect floors with antiseptic solution	Twice Per Week
Clean lockers (outside and top)	Weekly
Dust Mop and damp Mop	Daily
Scrub concrete floors	Monthly
Entrances	
Damp Mop floors	Daily
Wash all entrance doors and sidelight windows inside & out	Daily
Vacuum floor mats	Daily
Public Works Bldg. Lunchroom & Coffee Room	
Clean table tops, countertops, sinks and faucet fixtures	Daily
Dust Mop and damp Mop	Daily
Scrub concrete floors	Monthly
Parks Department Lunchroom	

Description	Day of Week (Monday-Thursday)
Sweep	Weekly (570 sq. ft., Concrete Floor)
Elevators	
Vacuum	Daily
Clean wall surface and handrails	Daily
Fuel Island	
Empty Wastebaskets	Daily
Sweeping	Weekly
Dusting Shelves	Weekly
Janitor/Utility Closets	
To be kept in a neat and orderly fashion at all times.	

Building: LIBRARY
 Address: 3350 Michael Avenue SW
 Open Hours: Monday – Thursday 9:30 a.m.–8:00 p.m.,
 Friday 9:30 a.m. – 6 p.m.,
 Saturday 9:30 a.m.–5:00 p.m.,
 Sunday 1:00 p.m.–5:00 p.m. (closed Sundays from Memorial Day – Labor Day)

Description	Day of Week Sunday-Saturday (Closed Sundays – Memorial Day–Labor Day)
General	
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns	Daily
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)
Clean tops of all counters, desks & tables	Daily
Clean tops of all files, credenzas, chairs and other furniture	Once Per Week
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture.	As required to maintain clean appearance.
Clean all horizontal surfaces i.e. window ledges, shelving, etc.	Once Per Week
Spot clean walls	Once Per Week
Spot clean around all doors knobs and around doors	Daily
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily
Remove cobwebs, spiders, etc.	As required to maintain clean appearance
Clean and polish drinking fountains	Daily
Dust and clean all computers	Once Per Week.
Clean computer monitors (except flat screen monitors) with appropriate cleaner.	Once Per Week
All Carpeting	
Vacuum carpet – completely	Daily – must vacuum according to the carpet manufacturer’s guidelines, commercial grade equipment with beater bar (no backpack vacuums).
Spot clean carpeting	Whenever a spot appears utilize methods and products as recommended by carpet

Description	Day of Week Sunday-Saturday (Closed Sundays – Memorial Day–Labor Day)
	manufacturer
Sweep/Dust Mop	Daily
Damp Mop	Daily
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.
Strip, seal and refinish floor areas, including baseboards	Up to three times per year, upon City's request
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)	
Clean and disinfect inside and outside of stools and urinals	Daily
Clean partitions	As required to maintain clean glossy appearance; minimum once per week
Clean wash basins and polish all fixtures.	Daily
Wipe all Dispensers	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap sanitary napkins and toilet tissue (note: City will supply these items)	Daily
Clean and disinfect floors with antiseptic solution	Daily
Damp Mop floors with antiseptic cleaner	Daily
Clean lockers (outside and top)	Weekly
Dust all ceramic walls	Weekly
Entrances	
Damp Mop floors	Daily
Wash all entrance doors, circular entranceway doors and sidelight windows inside & out	Daily
Sweep and Mop circular entranceway	Daily
Vacuum floor mats	Daily
Empty exterior trash containers	Daily
Spot Clean Donor Wall	As Needed
Book Drop	
Sweep & Clean	Daily
Employee Break Room	
Clean table tops, counter tops, sinks cabinets and faucet fixtures	Daily
Appliances – Clean Front Surfaces	Daily
Damp Mop Floor	Daily
Auditorium	
Vacuum completely	Once per week or as needed after scheduled meetings
Clean Tables & Chairs	If Set Up
Clean Coffee Area	Once per week or as needed after scheduled meetings
Clean Stage (wood floor)	Once per week or as needed after scheduled meetings

Description	Day of Week Sunday-Saturday (Closed Sundays – Memorial Day–Labor Day)
Buff and shine wood floor (according to manufacturer's specifications)	As required to maintain floor finish and glossy appearance
Bookmark	
Clean floor, tabletops, counters and sink, empty trash after scheduled meetings.	
Art Gallery	
Sweep & Mop	Daily
Dust	Daily
Kitchenette	
Clean all cabinets, countertops and sink	Once per week or as needed
Empty Trash	Daily
Damp Mop Floor	As Needed
Clean Wall Spots	As Needed
Janitor/Utility Closets	
To be kept in a neat and orderly fashion at all times.	

Building: POLICE BUILDING
Address: 2300 DeHoop Avenue SW
Open Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. &
Fridays 7:00 a.m. – 2:00 p.m.

Description	Day of Week (Monday-Thursday – unless specified)
General	
Empty wastebaskets	Daily
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners).
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Twice Per Week
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month
Clean all horizontal surfaces i.e., window ledges, etc.	Once Per Week
Spot clean walls and doors (especially around door knobs)	Twice Per Week
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily
Remove cobwebs, spiders, etc.	As required to maintain clean appearance.
Clean and polish drinking fountains	Daily
All Carpeting	
Vacuum carpet – completely (including stairs). Must vacuum according to the carpet manufacturer's guidelines (instructions are attached).	Daily
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	Whenever a spot appears
All Vinyl/Tile Floors (Including Stair Wells & Landings)	
Dust Mop	Daily
Damp Mop	Daily

Description	Day of Week (Monday-Thursday – unless specified)
Spot Mop	As required to maintain clean appearance
Strip, seal and refinish floor areas, including baseboards	Four Times Per Year
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance
All Rubber Tile Floors	
Sweep	Daily
Mop and Buff	Every Other Day
All Clay (Ceramic) Tile Floors	
Sweep	Daily
Mop	Daily
Scrub and Buff	Daily
All Concrete Floors	
Dust Mop	Weekly
All Restrooms & Locker Rooms	
Clean and disinfect inside and outside of stools and urinals	Daily
Clean partitions	Twice Per Week
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap and toilet tissue	Daily (City will supply, towels, soap and toilet tissue)
Clean and disinfect floors with antiseptic solution	Daily
Clean lockers (outside and top)	Weekly
Restrooms (continued)	
Clean and disinfect inside and outside of stools and urinals.	Daily
Clean partitions	Twice Per Week
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap and toilet tissue	Daily (note: City will supply, towels, soap and toilet tissue)
Clean and disinfect floors with antiseptic solution	Daily
Entrances	
Damp Mop floors	Daily
Wash all entrance doors and sidelight windows inside & out	Daily
Remove and wash rubber track mats and clean the mat's inlay area	Once Per Week
Vacuum floor mats	Daily
Common Areas	
Clean table tops, counter tops, sinks and faucet fixtures.	Daily
Utility Closets -To be kept in a clean and orderly fashion	At All Times
General Maintenance	
Vacuum	Daily
Clean wall surface and handrails	Daily

Description	Day of Week (Monday-Thursday – unless specified)
Main Floor Employee Break Room	Daily
Restrooms	Daily
Fitness Room	Daily
Locker Rooms	Daily
Front Desk Area	Daily
Report Writing Room	Daily
Patrol Room	Daily
Front Lobby Area and Vestibules	Daily
Forensic Science Unit (FSU) Restrooms/Garbage	Daily
Sergeants Office	Daily
Community Service Office (CSO)	Daily

Building: WYOMING SENIOR CENTER
 Address: 2380 DeHoop Avenue SW:
 Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.
 Saturday 8:00 a.m. – 3:00 p.m.

Description	Day of Week (Monday-Thursday)
General	
Empty wastebaskets (interior and exterior)	Daily
Replace wastebasket liners	Daily (City will provide liners)
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Once Per Week
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week
Spot clean walls and doors (especially around door knobs)	Once Per Week
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily
Remove cobwebs, spiders, etc.	As required to maintain clean appearance
Wash all interior windows (i.e. Coffee Shop, Art Studio South)	Daily
Clean Handrails in the hallway	Daily
Clean and polish drinking fountains	As required to maintain clean appearance.
All Carpeting	
Vacuum All Carpeting – Completely	Daily – Must vacuum according to the carpet manufacturer's guidelines (instructions are attached). Commercial Equipment with a beater bar (no backpack vacuums)
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer
Selected Tile Floors - Ceramic & VCT	
Sweep/Dust Mop	Daily

Description	Day of Week (Monday-Thursday)
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms
Damp Mop	Daily or as required to maintain clean appearance
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)	
Clean and disinfect inside and outside of stools and urinals	Daily
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.
Clean wash basins and exposed drain pipes	Daily
Spot clean walls around wash basins	Daily
Clean mirrors	Daily
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily
Check air fresheners in bathrooms and replace as needed	Monthly
Clean sanitary napkin disposal units and replace liners	Daily
Damp Mop floors with antiseptic cleaner	Daily
Entrances	
Damp Mop floors	Once Per Week or as required to maintain a clean appearance
Wash all entrance doors and sidelight windows inside & out	Daily
Remove and wash rubber track mats and clean the mat's inlay area	Monthly
Vacuum floor mats	Daily
Sweep	Daily
Coffee Shop	
Clean table tops, counter tops, sinks and faucet fixtures	Daily
Janitor/Utility Closets	
To be kept in a neat and orderly fashion at all times.	

EXHIBIT B
JANITORIAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions shall apply to the Janitorial Services Contract. No other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless specified herein and expressly agreed to in writing by the parties. No attempt to modify the City's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by the City.

1. APPLICABLE LAW:

A. **GOVERNING LAW:** These specifications and any resulting contract/agreement shall be governed under the laws of the City, the State of Michigan, and the United States. Contractor shall at all times with and observe all local, state, and federal laws, ordinances, and regulations. Contractor shall insure compliance with all laws, including employment laws. The City shall not be responsible for monitoring Contractor's compliance.

B. **DEBARMENT AND SUSPENSION:** Contractor certifies to the best of its knowledge and belief, that the corporation, and its' principals, owners, officers, shareholders, key employees, and directors: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (2) have not within a 3-year period preceding its proposal to the City been convicted of or have a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract/agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a 3-year period preceding its proposal had one or more public transactions (federal, state or local) terminated for cause or default.

C. **FEDERAL EXCLUDED PARTIES LIST:** Contractor acknowledges that the City may be receiving funds from or through the federal government and such funds may not be used to pay any respondent on the Federal Excluded Parties List (EPLS). The respondent represents and warrants to the City that it is not on the EPLS. If the Contractor is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), Contractor will be in breach and the City shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the bidder/contractor, all consequential damages (including the loss of grant funding or the requirement that grant funding is returned), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of the Contractor's non-compliance with this warranty and presentation.

D. **MICHIGAN IRAN ECONOMIC SANCTIONS ACT:** Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517 Contractor certifies under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

E. **NONDISCRIMINATION:** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reasons prohibited by law. Breach of this covenant is a material breach of this Contract.

F. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not to discriminate against any employee or applicant for employment because of sex, race, age, religion, color, national origin, disability status, or any other reasons prohibited by law. <https://www.eeoc.gov/>

G. OSHA and MIOSHA: Contractor will adhere to the United States Department of Labor Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

H. PATENT INFRINGEMENT: Contractor guarantees any goods or articles it uses were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of those articles will not infringe any United States patent. Contractor agrees that it will at its own expense defend every suit which shall be brought against the City (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

I. FREEDOM OF INFORMATION ACT: The Michigan Freedom of Information Act (FOIA) provides the City with 5 business days to respond to the request with a provision for additional 10-day extension. Contractor shall provide any legally required records to the City so the City can respond to FOIA requests in compliance with the City's Freedom of Information Act Policy and Guidelines which can be viewed on the City's website: <https://www.wyomingmi.gov/About-Wyoming/City-Government/Michigan-Freedom-of-Information-Act>.

2. ASSIGNMENT: No right or duty in whole or in part of Contractor under this Contract may be assigned or delegated without the prior written consent of the City. The Contract binding upon Contractor's successors and permitted assigns, but shall not be assignable without the approval of the City.

3. BACKGROUND CHECKS: At the discretion of the City, Contractor shall perform background checks on all employees and subcontractors and subcontractors' employees prior to the commencement of the Contract. Documentation must be provided to the City as requested. Contractor is responsible for all costs associated with the background checks. The City, in its sole discretion, may also perform background checks.

4. CONFLICTS AND ETHICS: Contractor and Contractor's employees will uphold high ethical standards and are prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of this Contract; (c) attempting to influence or appearing to influence any City employee or official by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Contract. Contractor must immediately notify the City Manager of any violation or potential violation of these standards. This applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs activities in connection with these specifications.

The City Charter and City Code require that purchasing from any business owner related to an elected official of the City requires Council approval. The conflict of interest shall apply to the City Council and all boards and commissions of the City of Wyoming. Conflict of interest shall be defined as any issue upon which a member or any member of his immediate family (defined as spouse, parent, child, grandchild, or sibling) has a potential financial interest or benefit.

5. DEFAULT PROVISIONS: In case of default by Contractor, the City may procure the services from other sources and hold Contractor responsible for any excess costs occasioned by the default.

6. DELIVERY: Failure of Contractor to adhere to schedules as specified or to promptly replace rejected materials shall render Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs shall include administrative costs.

7. INDEPENDENT CONTRACTORS AND SUBCONTRACTORS:

A. Contractor acknowledges it is an independent contractor of the City and that Contractor and its employees are not employees or officials of the City. Contractor shall not represent, either expressly or through implication, that Contractor or any of Contractor's employees are employees or officials of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Contractor.

B. Nothing included in this Contract shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract nor any act or acts of the parties shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

C. Contractor may not delegate any of its obligations under this Contract without prior approval of the City.

8. INTERPRETATION CONTRACT DOCUMENTS: No oral interpretation made as to the meaning of the bid and/or Contract shall have any effect. Only written interpretations provided by the City shall have any effect and only to the extent expressly incorporated in the Contract or to the extent made after the effective date of this Contract.

9. MEDIA RELEASES: News releases (including promotional literature and commercial advertisements) pertaining to this Contract must not be made without prior written approval by the City Manager, and then only in accordance with the explicit written instructions of the City.

10. PAYMENT TERMS AND INVOICING:

A. Contractor must complete and return to the City a W-9 form (available from the Internal Revenue Service at www.IRS.gov) prior to beginning work under this Contract. The completed form should be emailed to the City's Finance Department at accountspayable@wyomingmi.gov.

B. The City normally will pay submitted invoices within 30 days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

C. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11. PRICING: Prices should be stated in units of quantity specified in the proposal/bid document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

12. RECORDS, MAINTENANCE, INSPECTION, EXAMINATION, AND AUDIT: The City or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the City or its designee and the auditor general upon request, all financial and accounting records related to this Contract throughout its term and for 4 years after the latter of termination, expiration, or final payment under this Contract and any extension ("audit period"). If an audit, litigation, or other action involving the records is initiated before the end of the audit period, bidder/contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the City and its authorized representatives or designees have the right to examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days. This section applies to Contractor, to any parent, affiliate, or subsidiary organization of Contractor, and to any subcontractor that performs contract activities in connection with this Contract.

13. QUALITY: All items bid shall be new, the best of their respective kind and free from defects.

14. QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

15. SAMPLES: The City reserves the right to request samples. The bidder shall provide samples as requested to the City at the bidder/contractors own expense. Samples will not be returned.

16. SPECIFICATIONS: The specifications in this request are the minimum acceptable.

17. TAXES: The City is generally exempt from federal and state taxes. A copy of the Tax Certificate of Exemption can be requested by contacting the City Finance Department.

18. TERMINATION: The City reserves the right to terminate the Contract in whole or in part without penalty due to failure of Contractor to comply with the specifications.

19. INDEMNIFICATION: Contractor agrees to indemnify, hold harmless and defend the City, its officers, council members, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.

Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

EXHIBIT C
JANITORIAL SERVICES CONTRACT
CERTIFICATE OF INSURANCE



West Michigan Janitorial

5160 West River Drive
Comstock Park, MI 49321
616.647.0552

BID/PROPOSAL FOR CLEANING SERVICES



City of Wyoming
1155 – 28th Street SW
Wyoming, MI 49509

SUBMITTED: OCTOBER 23, 2018



WMJ

West Michigan Janitorial

City of Wyoming
Attn: Jeff Anderson
1155 – 28th Street SW
Wyoming, MI 49509

Dear Mr. Anderson,

I would like to begin by thanking you for giving West Michigan Janitorial (WMJ) the opportunity to again provide the City of Wyoming with a bid for cleaning services at your offices.

WMJ is a building service contractor, incorporated under the laws of the State of Michigan in 1969, with 49 years of experience providing *exceptional* cleaning services at a *reasonable* price. We are honored to be currently providing services the City of Wyoming and are well aware of your needs. WMJ is confident that we will not only meet but also **exceed** your expectations for ***cleanliness, professionalism, and service.***

Enclosed, you will find our detailed proposal. Our pricing includes all necessary labor, taxes, supervision, equipment and cleaning supplies.

Thank you again for your time and consideration. We look forward to presenting you with our proposal in person. If you should have **any** questions or comments in the meantime, please, do not hesitate to contact me personally.

Sincerely,



Greg Brouwer
Director of Sales and Operations
616-647-0552

PROPOSAL TABLE OF CONTENTS

- **COVER LETTER**
- **TABLE OF CONTENTS**
- **MANAGEMENT SUMMARY – PG. 1**
 - Brief Synopsis of highlights of proposal
- **KEY PERSONNEL – PG. 2-4**
- **ORGANIZATION: QUALIFICATIONS AND EXPERIENCE PG. 5-8**
 - Qualifications (Company Profile)
 - Mission Statement – PG. 5
 - Background – PG. 5
 - Community Leadership – PG. 6
 - References – PG. 8
- **DESCRIPTION OF SERVICES TO BE RENDERED – PG. 9-22**
- **MANAGEMENT APPROACH – PG 23-43**
 - Human Resources – PG. 23-28
 - Operations – PG. 29-33
 - Training – PG. 34-38
 - Quality Assurance – PG. 39-43
- **EQUIPMENT – PG. 44-47**
 - Equipment List – PG. 44
 - Equipment Repair and Replacement Procedures – PG. 44-45
- **ADDITIONAL INFORMATION – PG. 46-50**
 - Staffing Plan (contact information, working hours, # of staff, # of hours, supervisor information) – PG. 46
 - Proposal Pricing Form – PG. 47-49
 - Certificate of Insurance – PG. 50



MANAGEMENT SUMMARY

This section of the proposal serves to highlight the overall benefits of West Michigan Janitorial to the City of Wyoming:

1. **Established and Family-Owned Business.** WMJ has been in business for 49 years under the same ownership. We are not a startup or stretched thin with supervision and management staff. Many of our clients have been with WMJ over 10+ years.
2. **Experience with City of Wyoming.** West Michigan Janitorial is the current vendor for City of Wyoming and has been for the past 3 years. WMJ is extremely familiar with the City's different facilities, employees, and even its quirks. There will be no learning curve with choosing to stay with WMJ.
3. **Director of Sales and Operations – Greg Brouwer** West Michigan Janitorial chose Greg Brouwer in April of 2018 to be the new Director of Sales and Operations. Greg has worked closely with Jeff Anderson and other building heads to oversee all WMJ operations for the City of Wyoming. Greg is in a purchase agreement with current ownership to buy into the company which guarantee's his guidance for WMJ for many years to come.
4. **Supervisor – Miguel Soriano** West Michigan Janitorial chose Miguel Soriano to be our dedicated supervisor to the City of Wyoming. Miguel has worked for WMJ since 2017 at the Public Works Building. He has worked directly for the City of Wyoming since 2010 in the parks department. His experience with the City, it's buildings, and employees will help continue a successful cleaning program between West Michigan Janitorial and the City of Wyoming.
5. **Competitive Pay** Despite minimum wage being \$9.25, West Michigan Janitorial is paying its staff more than this. Our average hourly rate for employees at the City of Wyoming is \$10.75. Regular raises and bonuses are crucial in order to keep good employees and reduce turnover.
6. **Robust Supervision** Besides being directly overseen by ownership, WMJ has many other staff to help supervise operations. Silvestre Ramirez is the Account Manager, Deb Dingman is the HR manager, Deb Rosloniec is the Quality Control Specialist, Miguel Soriano is the on-site supervisor, and we also have several other supervisors that are familiar with the City of Wyoming
7. **Same Pricing all 3 Years** - West Michigan Janitorial is offering flat pricing to the City of Wyoming for all 3 years. We hope that this is appealing to the city for budgetary purposes.

KEY PERSONNEL

West Michigan Janitorial (WMJ) recognizes that the dedicated members of our management team drive our company's success. We are proud to say that our management team has *over 150 years of customer service experience*. WMJ management brings to the table unparalleled skills in procedure development, program planning, personnel selection, training techniques and quality assurance. Our team works **tirelessly** to ensure our clients' are **always** satisfied.

Ownership



Greg Brouwer, Director of Sales and Operations

gbrouwer@wmjanitorial.com, (616) 558-9552 (cell)

Greg joined WMJ in 2018. He has 13+ years' experience in commercial cleaning and restoration. Prior to WMJ, Greg sold commercial cleaning services and was the sales and operations manager for a local cleaning and restoration company. Greg obtained his management degree from Davenport University and also attended Hope College. He holds several certifications from the IICRC including carpet cleaning, stone/masonry/tile cleaning, and health and safety.



John Ten Elshof, President

jtenselshof@wmjanitorial.com, (616) 204-0409 (cell)

John began West Michigan Janitorial in 1969 and through his strength in leadership and continuous dedication; the company has shown steady growth over the past 49 years and now employs 350+ employees.



Dana Ten Elshof, RN, Vice President

dtenelshof@wmjanitorial.com, (616) 204-0633 (cell)

Dana is a registered nurse and practiced at Blodgett Memorial Hospital for 22 years. Her knowledge of sanitation, infection control, pandemics and safety is a vital part of WMJ's procedural development and programs.

Human Resources & Finance



Deb Dingman PHR, CHRS, Director of HR and Finance
ddingman@wmjanitorial.com, (616) 540-1606 (cell)

Deb has been with WMJ since 2006. She has 35+ years experience in office administration; 18 years of which was spent in janitorial operations and management. Deb obtained her Human Resources Specialist Certification from Michigan State University and also holds her PHR Certification.

Operations



Silvestre Ramirez-Valadez, Account Manager
SRamirez@wmjanitorial.com (616) 490-3345 (Cell)

Silvestre joined the WMJ operations staff in 2010. Before working for WMJ, he had three years of floor care experience and underwent thorough training. He now oversees floor work for the company and assists in training new employees how to maintain and care for floor coverings. Silvestre has successfully demonstrated his superior floor care skills by handling some of the most difficult floor care projects undertaken by WMJ (including, marble polishing, glazing tile, black VCT studio floors, marmoleum upkeep and maintenance, and much more); thus, in 2012 he was promoted to the Advanced Floor Care Manager for the company. In 2016, with his continued success in floor care, training, janitorial knowledge and customer relations, Silvestre was promoted to Director of Operations.



Deb Rosloniec, Quality Control Specialist
droseloniec@adv-wmj.com, (616) 970-1541 (Cell)

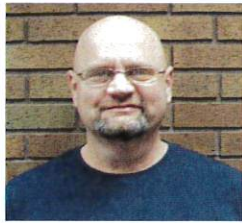
Deb joined WMJ in 2012. Deb manages basic day-to-day operations tasks related to several WMJ accounts as they relate to quality assurance and routine site inspections. She was a customer service manager for 17 years, overseeing and managing the entire Michigan district for the largest floral distributorship in the Midwest.



Miguel Soriano, Account Supervisor
msoriano@wmjanitorial.com 616-328-3071 (cell)

Miguel Soriano is our dedicated supervisor to the City of Wyoming. Miguel has worked for WMJ since 2017 at the Public Works Building. He has worked directly for the City of Wyoming since 2010 in the parks department. His experience with the City, it's buildings, and employees will help continue a successful cleaning program between West Michigan Janitorial and the City of Wyoming.

Supplies and Equipment



Todd Averill, Purchasing and Shipping/Receiving Supervisor
(616) 647-0552

Todd works in WMJ's warehouse and handles the purchasing and stocking of all cleaning solutions, paper products, and basic cleaning equipment. He stages products for pick up and delivers supplies to accounts.



Dale Wenz, Equipment Maintenance Supervisor
(616) 647-0552

Dan has been with WMJ for 1 year. Prior to WMJ, Dale owned his own vacuum repair shop since 1995. He has over of 30 + years of experience repairing small equipment, machines, and appliances. He has a workshop in our office and he also travels to our various job sites to handle repairs and routine maintenance on all equipment. His services are essential to keeping our company running smoothly.

ORGANIZATION: QUALIFICATIONS AND EXPERIENCE

Mission Statement

“To provide high quality and cost efficient contract custodial services to our clients, while adhering to the highest standards of cleanliness, safety, customer service, and integrity.”



At West Michigan Janitorial (WMJ), we recognize that each client has unique needs. Our company maintains a belief that **personal service** and **attention to detail** is key in ensuring our clients are receiving the highest quality cleaning service possible. We work one-on-one with all of our clients to be certain their needs are being met and they are pleased with our work. WMJ understands that in order to be successful in this increasingly competitive field we must strive to not only meet our clients' expectations, but to **exceed** them. It is our goal to make every account we acquire a life long client and part of our business. Your needs will **always** be WMJ's top priority.

WMJ is also committed to providing each client with the most cost efficient service possible. We will work independently with each client to ensure we meet their needs without surpassing their budgeting restraints. Our company believes that it is possible to provide superior service without cutting corners or charging exorbitant fees.

Background

West Michigan Janitorial was founded in 1969 and has experienced steady growth ever since. Our office is presently located in Comstock Park, MI and we currently have over 350 employees. WMJ is a family owned business incorporated under the laws of the State of Michigan. We are members of both the Worldwide Cleaning Industry Association (ISSA), Building Service Contractors Association International (BSCAI) and the Grand Rapids Chamber of Commerce.

Community Leadership

West Michigan Janitorial (WMJ) believes every member of a community is responsible for contributing to the maintenance, improvement, and growth of the place where they live and work. We maintain that the best way to encourage others to share in our belief is to lead by example. As a business, we have a unique place in the community and we embrace our role in creating a cleaner, safer, and stronger society.



WMJ takes the opportunity to financially contribute to programs that share our values and dedication to serving others. WMJ gives charitably to the following organizations:

- **YMCA Strong Kids Campaign**
 - 100% of all funds raised goes directly to kids who will learn new skills, receive safe childcare, benefit from homework and literacy support, become teen leaders, enjoy sports and aquatics, experience the great outdoors and make new friends.



- **Junior Achievement of the Michigan Great Lakes**
 - Contributions are used to fund programs that teach students how to handle finances, put entrepreneurial skills to use, create jobs, and ultimately give back to their community.



- **Grand Valley State University**

- Monetary gifts to the school are used to enhance the educational experience of all students. Gifts are given to the general school fund so they may be utilized in the most effective way.



- **Habitat for Humanity of Kent County**

- Donations are used to fund the building of project homes as well as improve their ability to help more people realize their goals of affordable home ownership.



REFERENCE LIST

Client Name: Michigan State University (Secchia Center & Grand Rapids Research Center)
Address: 15 Michigan Street NE
Grand Rapids, MI 49503
Contact Name: Becky Mohrmann, Conference & Custodial Manager
Phone: 616.234.3647
Fax: 616.234.2625
Email: Rebecca.Mohrmann@hc.msu.edu
Length of Service: 3 years
Facility Size: 291,000 sq. ft
Services Provided: Day and night custodial work and floor care

Client Name: Bissell Homecare, Inc.
Address: 2345 Walker NW
Grand Rapids, MI 49504
Contact Name: Erica Cederquist
Phone: 616.735.5414
Fax: 616.453.0457
Email: Erica.Cederquist@bissell.com
Length of Service: 24 years
Facility Size: 100,000 sq. ft
Services Provided: Day and night custodial work and floor care

Client Name: Nestle Products (formerly Gerber Products)
Address: 445 W. State
Fremont, MI 49412
Contact Name: Al VanBoven, Maintenance
Phone: 231.928.2625
Fax: 231.928.3341
Email: al.vanboven@us.nestle.com
Length of Service: 18 years
Facility Size: 250,000 sq. ft
Services provided: Day and night custodial work and floor care

Client Name: Catholic Diocese of Grand Rapids
Address: 360 Division Ave S
Grand Rapids, MI 49503
Contact Name: Mitch Bart, Facilities Manager
Phone: 616-475-1256
Email: mbart@dioceseofgrandrapids.org
Length of Service: 4 months
Facility Size: 49,602 sq. ft.
Services provided: Day and night custodial work and floor care

CLEANING SPECIFICATIONS

All buildings shall be cleaned in accordance with the following specifications:

Building: 62A DISTRICT COURT
Address: 2650 DeHoop Avenue SW
Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. & Fridays 7:00 a.m. – 2:00 p.m.

62A District Court			
DESCRIPTION	DAY OF WEEK (Monday-Friday)	Bidder Agrees	
		Yes	No
General			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns by building entrances.	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	✓	
Clean tops of all counters, desks, tables, files, credenzas, computers, monitors, chairs, other furniture, etc.	Once Per Week	✓	
Clean legs, pedestals and front side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surfaces i.e., window ledges, stair handrails, etc.	Once Per Week	✓	
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	
Wash all interior door windows inside and outside, including showcase windows, glass panels and glass partitions in the lobby.	As required to maintain clean appearance	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
Sweep main stairwell and clean glass panels	Daily	✓	
Sweep basement Records Retention Center	Once Per Month	✓	
Carpeting			
Vacuum carpet – completely. Must vacuum according to the carpet manufacturer’s guidelines – upright Commercial Equipment with beater brush (no backpack vacuums)	Daily	✓	
Vacuum carpeting in the basement-completely	Once Per Month	✓	
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	As Required	✓	
All VCT Floors, and Stairwells			
Dust Mop/Sweep	Daily	✓	
Damp Mop	Daily	✓	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, upon City’s request	✓	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
All Ceramic Floors			
Dust Mop/Sweep	Daily	✓	
Damp Mop	Daily	✓	
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.	✓	

62A District Court			
DESCRIPTION	DAY OF WEEK (Monday -Friday)	Bidder Agrees	
		Yes	No
All Restrooms & Holding Cells (Separate mop is required- mop is not to be used in other areas of the building)			
Clean and disinfect inside and outside of stools and urinals. The restroom in the basement is not used daily, but must be checked daily and cleaned if necessary	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap, toilet tissue, sanitary products and any other products	Daily (City will supply, towels, soap and toilet tissue)	✓	
Clean and disinfect floors with antiseptic solution	Daily	✓	
Clean lockers (outside and top)	Weekly	✓	
Entrances			
Sweep & Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Vacuum floor mats	Daily	✓	
Lunchroom & Coffee Room			
Clean table tops, counter tops, sinks and faucet fixtures.	Daily	✓	
Utility Closets – To be kept in a clean and orderly fashion	At All Times	✓	
Elevators			
Vacuum, Clean wall surfaces and handrails	Monday & Wednesday	✓	

Building: CITY HALL
Address: 1155 28th Street SW
Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

City Hall		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
		General	
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns (front entrance and back patio)	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	✓	
Clean tops of all desks, tables, files, credenzas, chairs and other furniture	Once Per Week	✓	
Clean all service counters with disinfectant	Daily	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	✓	
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Weekly	✓	
Wash all entrance lobby doors and glass	Daily	✓	
Wash emergency exit door glass and side panels	Every other week.	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
All Carpeting			
Vacuum Carpet – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines Commercial Equipment with a beater bar (no backpack vacuums)	✓	
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	✓	
All Tile Floors - Ceramic & VCT			
Sweep/Dust Mop	Daily	✓	
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	✓	
Damp Mop	Daily	✓	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City’s request	✓	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	
All Rubber Tile Stairwells & Landings			
Sweep/Dust Mop	Daily	✓	
Damp Mop	Daily or as required to maintain clean appearance	✓	
Scrub & Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
All Concrete Floors			

City Hall		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
		Sweep	Once Per Month
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins/fixtures	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	
Damp Mop floors with antiseptic cleaner	Daily	✓	
Entrances			
Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly	✓	
Vacuum floor mats	Daily	✓	
Sweep	Daily	✓	
Employee Lunchroom and 2nd Floor Kitchenette			
Clean table tops, counter tops, sinks and faucet fixtures	Daily	✓	
Damp Mop Floor	Daily	✓	
Council Chambers Kitchen			
Clean counter tops, sinks and faucet fixtures	Daily	✓	
Damp Mop Floor	Daily	✓	
Janitor/Utility Closets			
To be kept in a neat and orderly fashion at all times.		✓	
Miscellaneous			
Contractor shall ensure that all necessary doors within City Hall and the elevator are locked Monday through Thursday promptly at 5:00 p.m. In addition Contractor shall be responsible to check the meeting schedule calendar for City Hall on a daily basis and ensure that one of Contractor's employees is present in City Hall at all time during such meetings. Upon completion of said meetings said employee shall check all meeting rooms for potential fire hazards and ensure that all coffee pots are unplugged and entrance doors to City Hall are locked prior to leaving the building.		✓	

Building: PUBLIC WORKS BUILDING
Address: 2660 Burlingame SW
Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

Public Works Building			
Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
General			
Empty wastebaskets	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	✓	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	2 Times Per Week	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surface i.e., window ledges, etc.	Once Per Week	✓	
Spot clean walls and doors (especially around door knobs)	2 Times Per Week	✓	
Wash all interior door windows inside and outside, including glass panels	Daily	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
All Carpeting			
Vacuum carpet – completely (including stairs)	Daily – must vacuum according to the carpet manufacturer’s guidelines (instructions are attached)	✓	
Spot Clean Carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer	✓	
All Vinyl Tile Floors			
Sweep	Daily	✓	
Mop	Daily	✓	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
Strip, seal and refinish floor areas, including baseboards	As required to maintain floor finish	✓	
All Rubber Tile Floors			
Sweep	Daily	✓	
Mop and Buff	Daily	✓	
All Tile Floors – Ceramic & VCT			
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	✓	
Damp Mop	Daily or as required to maintain clean appearance	✓	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City’s request	✓	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	
All Clay Tile Floors			
Sweep	Daily	✓	
Mop	Daily	✓	

Public Works Building			
Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
All Metal Stairways			
Sweep (all three stairways)	Daily	✓	
Clean Handrails	Weekly	✓	
All Concrete Floors			
Dust Mop	Daily	✓	
Damp Mop	Daily	✓	
Scrub	Monthly	✓	
All Conference/Training Rooms			
Must be checked daily for use and cleaned if used. If not used, must be cleaned a minimum of twice per week.	As required to maintain a clean appearance, no less than twice per week.	✓	
Clean tops of tables and counter areas	After each use, no less than twice per week if not used.	✓	
Vacuum	After each use, no less than twice per week if not used.	✓	
Clean Plastic Chairs – wipe seat & back of chairs	Monthly	✓	
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	
Clean and disinfect floors with antiseptic solution	Twice Per Week	✓	
Clean lockers (outside and top)	Weekly	✓	
Dust Mop and damp Mop	Daily	✓	
Scrub concrete floors	Monthly	✓	
Entrances			
Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Vacuum floor mats	Daily	✓	
Public Works Bldg. Lunchroom & Coffee Room			
Clean table tops, countertops, sinks and faucet fixtures	Daily	✓	
Dust Mop and damp Mop	Daily	✓	
Scrub concrete floors	Monthly	✓	
Parks Department Lunchroom			
Sweep	Weekly (570 sq. ft., Concrete Floor)	✓	
Elevators (2)			
Vacuum	Daily	✓	
Clean wall surface and handrails	Daily	✓	
Fuel Island			
Empty Wastebaskets	Daily	✓	
Sweeping	Weekly	✓	
Dusting Cabinets	Weekly	✓	
Janitor/Utility Closets			
To be kept in a neat and orderly fashion at all times.		✓	

Building: LIBRARY
Address: 3350 Michael Avenue SW
Hours: Monday – Thursday 9:30 a.m.–8:00 p.m.,
 Friday 9:30 a.m. – 6 p.m.,
 Saturday 9:30 a.m.–5:00 p.m.,
 Sunday 1:00 p.m.–5:00 p.m. (closed Sundays from Memorial Day – Labor Day)

Library			
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day - Labor Day)	Bidder Agrees	
		Yes	No
General			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	✓	
Clean tops of all counters, desks & tables	Daily	✓	
Clean tops of all files, credenzas, chairs and other furniture	Once Per Week	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture.	As required to maintain clean appearance.	✓	
Clean all horizontal surfaces i.e. window ledges, shelving, etc.	Once Per Week	✓	
Spot clean walls	Once Per Week	✓	
Spot clean around all doors knobs and around doors	Daily	✓	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
Dust and clean all computers	Once Per Week.	✓	
Clean computer monitors (except flat screen monitors) with appropriate cleaner.	Once Per Week	✓	
All Carpeting			
Vacuum carpet – completely	Daily – must vacuum according to the carpet manufacturer’s guidelines, commercial grade equipment with beater bar (no backpack vacuums).	✓	
Spot clean carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer	✓	

Library			
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day - Labor Day)	Bidder Agrees	
		Yes	No
Sweep/Dust Mop	Daily	✓	
Damp Mop	Daily	✓	
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.	✓	
Strip, seal and refinish floor areas, including baseboards	Up to three times per year, upon City's request	✓	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week	✓	
Clean wash basins and polish all fixtures.	Daily	✓	
Wipe all Dispensers	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap sanitary napkins and toilet tissue (note: City will supply these items)	Daily	✓	
Clean and disinfect floors with antiseptic solution	Daily	✓	
Damp Mop floors with antiseptic cleaner	Daily	✓	
Clean lockers (outside and top)	Weekly	✓	
Dust all ceramic walls	Weekly	✓	
Entrances			
Damp Mop floors	Daily	✓	
Wash all entrance doors, circular entranceway doors and sidelight windows inside & out	Daily	✓	
Sweep and Mop circular entranceway	Daily	✓	
Vacuum floor mats	Daily	✓	
Empty exterior trash containers	Daily	✓	
Spot Clean Donor Wall	As Needed	✓	
Book Drop			
Sweep & Clean	Daily	✓	
Employee Break Room			
Clean table tops, counter tops, sinks cabinets and faucet fixtures	Daily	✓	
Appliances – Clean Front Surfaces	Daily	✓	
Damp Mop Floor	Daily	✓	
Auditorium			
Vacuum completely	Once per week or as needed after scheduled meetings	✓	
Clean Tables & Chairs	If Set Up	✓	
Clean Coffee Area	Once per week or as needed after scheduled meetings	✓	
Clean Stage (wood floor)	Once per week or as needed after scheduled meetings	✓	
Buff and shine wood floor (according to manufacturer's specifications)	As required to maintain floor finish and glossy appearance	✓	
Bookmark			
Clean floor, tabletops, counters and sink, empty trash after scheduled meetings.		✓	

Library			
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day - Labor Day)	Bidder Agrees	
		Yes	No
Art Gallery			
Sweep & Mop	Daily	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dust	Daily	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kitchenette			
Clean all cabinets, countertops and sink	Once per week or as needed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Empty Trash	Daily	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Damp Mop Floor	As Needed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Clean Wall Spots	As Needed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Janitor/Utility Closets			
To be kept in a neat and orderly fashion at all times.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Building: DEPARTMENT OF PUBLIC SAFETY - POLICE BUILDING
Address: 2300 DeHoop Avenue SW
Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. &
 Fridays 7:00 a.m. – 2:00 p.m.

Department of Public Safety – Police Building			
Description	Day of Week (Monday-Thursday – unless specified)	Bidder Agrees	
		Yes	No
General			
Empty wastebaskets	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners).	✓	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Twice Per Week	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surfaces i.e., window ledges, etc.	Once Per Week	✓	
Spot clean walls and doors (especially around door knobs)	Twice Per Week	✓	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance.	✓	
Clean and polish drinking fountains	Daily	✓	
All Carpeting			
Vacuum carpet – completely (including stairs). Must vacuum according to the carpet manufacturer's guidelines (instructions are attached).	Daily	✓	
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	Whenever a spot appears	✓	
All Vinyl/Tile Floors (Including Stair Wells & Landings)			
Dust Mop	Daily	✓	
Damp Mop	Daily	✓	
Spot Mop	As required to maintain clean appearance	✓	
Strip, seal and refinish floor areas, including baseboards	Four Times Per Year	✓	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
All Rubber Tile Floors			
Sweep	Daily	✓	
Mop and Buff	Every Other Day	✓	
All Clay (Ceramic) Tile Floors			
Sweep	Daily	✓	
Mop	Daily	✓	
Scrub and Buff	Daily	✓	
All Concrete Floors			
Dust Mop	Weekly	✓	

Department of Public Safety – Police Building		Bidder Agrees	
Description	Day of Week (Monday-Thursday – unless	Yes	No
All Restrooms & Locker Rooms			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	Twice Per Week	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue	Daily (City will supply, towels, soap and toilet tissue)	✓	
Clean and disinfect floors with antiseptic solution	Daily	✓	
Clean lockers (outside and top)	Weekly	✓	
Entrances			
Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Remove and wash rubber track mats and clean the mat's inlay area	Once Per Week	✓	
Vacuum floor mats	Daily	✓	
Lunchroom & Coffee Room			
Clean table tops, counter tops, sinks and faucet fixtures.	Daily	✓	
Utility Closets -To be kept in a clean and orderly fashion	At All Times	✓	
Elevators			
Vacuum	Daily	✓	
Clean wall surface and handrails	Daily	✓	
Areas to be cleaned on Fridays, Saturdays and Sundays include:			
Main Floor Employee Break Room	Daily	✓	
Restrooms	Daily	✓	
Fitness Room	Daily	✓	
Locker Rooms	Daily	✓	
Front Desk Area	Daily	✓	
Report Writing Room	Daily	✓	
Patrol Room	Daily	✓	
Front Lobby Area and Vestibules	Daily	✓	
Forensic Science Unit (FSU) Restrooms/Garbage	Daily	✓	
Sergeants Office	Daily	✓	
Community Service Office (CSO)	Daily	✓	

Building: WYOMING SENIOR CENTER
Address: 2380 DeHoop Avenue SW:
Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.
 Saturday 8:00 a.m. – 3:00 p.m.

Wyoming Senior Center			
Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
General			
Empty wastebaskets (interior and exterior)	Daily	✓	
Replace wastebasket liners	Daily (City will provide liners)	✓	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Once Per Week	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	✓	
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Wash all interior windows (i.e. Coffee Shop, Art Studio South)	Daily	✓	
Clean Handrails in the hallway	Daily	✓	
Clean and polish drinking fountains	As required to maintain clean appearance.	✓	
All Carpeting			
Vacuum All Carpeting – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines (instructions are attached). Commercial Equipment with a beater bar (no backpack vacuums)	✓	
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	✓	
Selected Tile Floors – Ceramic & VCT			
Sweep/Dust Mop	Daily	✓	
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	✓	
Damp Mop	Daily or as required to maintain clean appearance	✓	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	

Wyoming Senior Center			
Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	
Check air fresheners in bathrooms and replace as needed	Monthly	✓	
Clean sanitary napkin disposal units and replace liners	Daily	✓	
Damp Mop floors with antiseptic cleaner	Daily	✓	
Entrances			
Damp Mop floors	Once Per Week or as required to maintain a clean appearance	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly	✓	
Vacuum floor mats	Daily	✓	
Sweep	Daily	✓	
Coffee Shop			
Clean table tops, counter tops, sinks and faucet fixtures	Daily	✓	
Janitor/Utility Closets			
To be kept in a neat and orderly fashion at all times.		✓	

HUMAN RESOURCES

Hiring and Recruiting

West Michigan Janitorial (WMJ) recognizes the need to hire and retain good, reliable, well-trained employees. We understand the quality of our services is a *direct* reflection of the type of workforce we employ. We strive to hire the best employees to fit your specific needs.

WMJ's hiring process begins with an advertisement through Indeed, Craigslist, the local newspaper, MLive or through Michigan Works! Talent Bank. WMJ is an **Equal Opportunity Employer** and complies with **all** Federal, State and Local laws.



Any prospective candidates responding to our advertisements are required to fill out a job application and sign a waiver for a full State of Michigan Background Check. After completing the necessary paperwork, an interview will follow. WMJ takes into consideration several key factors when determining whether a candidate is appropriate for a position.

Below is a brief list of several qualifications we seek in an employee:

- Must be at least 18 years of age
- Able to read, write and speak English
- Able to interact positively and appropriately with others
- Able to handle special duties or situations as they arise
- Punctuality
- Competence, courteousness, and cooperativeness
- Good hygiene and grooming

After the initial interview, a determination is made whether a person is a desirable candidate for the position WMJ is seeking to fill. If accepted, a full State of Michigan Background Check is performed. With favorable results, a new employee will be hired and scheduled for orientation. If requested by a client, WMJ can conduct drug screenings for any candidates being considered for a facility. This is an optional protocol that we leave up to the discretion of our clients.

Our company considers Supervisors and Managers an essential element in the provision of quality services. We use a more stringent hiring process when filling these positions. WMJ believes in promoting from within whenever it is possible; however, if no one is available we feel fits your facilities' needs, we will advertise the vacant position like we would any other.

Any candidate for a Supervisor or Manager position will interview with Human Resources first. Our Human Resources Manager will evaluate each applicant to be sure they meet WMJ's criteria. Once a suitable candidate for the position is found, the Human Resources Manager will make a recommendation to Upper Management on behalf of the potential new hire. At that time, the recommended individual will be scheduled for a meeting with the Upper Management Team. The interview is conducted as a group and only with the approval of the Upper Management will the individual be hired. The new hire will then be introduced to a representative from your facility for final approval (optional).

O **New Employee Orientation**

Orientation for all new hires begins with the completion of Tax and I-9 forms. Our Human Resources Manager also retains documentation verifying identification of all employees. At this point, Social Security Verification is completed and the new hire is given a comprehensive employee handbook and training materials. The new employee also receives detailed explanations from his or her Supervisor/Manager pertaining to the position.

All new employees will have a probationary period of 90 days. After 90 days, an evaluation is conducted by the Supervisor/Manager to assess whether or not the employee is a good fit for a particular job. At WMJ, we are committed to making sure each member of our team is a good match. This enhances the services you receive by ensuring only the best team is assigned to your facility.

Disciplinary Process and Termination

West Michigan Janitorial (WMJ) understands there are times when it is necessary to correct the behavior and actions of employees. Our disciplinary process is relatively straightforward; however, we try to retain flexibility and assess each situation on a case-by-case basis. We make **every** effort to resolve any personnel problems in a **positive** and **timely** manner.



WMJ's standard disciplinary process is as follows:

- A verbal warning for the 1st offense.
- A written reprimand for the 2nd offense.
- Disciplinary action for 3rd offense, up to and including termination.

We, at WMJ, observe a zero tolerance policy in certain situations. If an employee is found to have violated our policy, immediate termination will occur.



WMJ's Zero Tolerance Policy applies to any of the following offenses:

- Falsifying time records
- Being under the influence of drugs or alcohol
- Dishonesty or theft
- Fighting on a client's premises
- Any form of harassment
- Allowing unauthorized visitors on a client's premises
- Sleeping while on duty

In the event that an employee is terminated, they are required to turn in their keys, badge, company products, and company shirt. WMJ will take any legal action necessary to obtain items not returned promptly. We understand that the termination process can be tense, and if our management feels a particular termination may be difficult we require the individual to come into our office for a meeting and the termination will take place in the confines of our building and away from our client's premises.

WMJ is dedicated to providing you with the highest quality staff. We will take any necessary action to ensure that your property and all those utilizing your facility are safe and comfortable.

Wages and Benefits

West Michigan Janitorial (WMJ) offers its employees a competitive wage. This helps guarantee our ability to maintain an adequate staff and provide high quality custodial services.

Our standard starting wages are as follows:

- Day Custodians: \$10.00 - \$12.00 /hour
- Evening Custodians: \$9.50 - \$11.00 /hour
- Account Supervisors: \$12.00 - \$14.50 /hour
- Account Managers: Salaried (exempt)



WMJ also offers all full time employees the opportunity to partake in our company benefits package. Our package is designed to offer needed services to all employees who qualify.

We offer the following benefits to our full time employees:

- Simple IRA match
- Contributory Insurance:
 - Grand Valley Health Plan
 - Prescription drug coverage with low co-pays
 - Low deductibles
 - Inexpensive co-pays for office visits and specialists
 - AFLAC
 - Dental Insurance
 - Vision Insurance
 - Cancer Insurance
 - Illinois Mutual
 - Short term Disability Coverage
 - Accidental Death Insurance
- 6 Paid Holidays per year:
 - New Year's Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- Paid vacation time
 - 1 week of vacation after 1 year of service
 - 2 weeks of vacation after 5 years of service
- Monthly performance bonuses
 - \$25 or \$50 is given to an employee who displays superior service to the company and client.



Uniforms and ID

West Michigan Janitorial (WMJ) requires all employees to be dressed professionally when on the job. Any failure to comply with company dress code will result in disciplinary action.

We can provide each employee with the standard uniform his or her position entails. Day cleaners are given polo shirts, bearing our company logo, and an ID badge. Day cleaners are required to wear khaki pants that are in good condition. Night cleaners are given t-shirts, with our company logo printed on the chest, and are required to wear an ID badge. Night cleaners are permitted to wear denim jeans; however, they must be in acceptable condition.

Job Descriptions

Account Manager

This member of Upper Management supervises the day-to-day operations of all cleaning and floor care accounts and their personnel in accordance with established contract specifications and time requirements. He or she is responsible for coordinating management and custodial staff, selecting employees, training Supervisors, and evaluating personnel. The Operations Manager inspects all account facilities for Quality Assurance purposes and addresses any concerns or deficiencies to ensure they are resolved appropriately.

Account Supervisor

Under the direction of the Operations Manager, this position is responsible for supervising the performance of custodial duties at an assigned facility or account. He or she is also responsible for training employees, making hiring/termination/disciplinary action recommendations, maintaining custodial supplies and equipment, and may be required to assist with cleaning tasks and adjusting custodial teams to handle various special requests and tasks.

Custodian (Evening)

Under the direction of the Account Manager and Assistant Account Manager, this position completes all cleaning tasks in assigned work areas on a daily basis. He or she is responsible for detailed cleaning of facilities during evening hours.

OSHA

West Michigan Janitorial (WMJ) will comply with the following OSHA guidance throughout the term of this Contract:

- WMJ will supply all MSDS for chemicals used at each site
- All MSDS will be updated on an annual basis
- Each new chemical product will require new MSDS
- Copies of all MSDS's will be furnished to Facility Manager prior to the product being used within the facility
- MSDS format will comply with OSHA 1910.1200 (g)
- Labeling of Hazardous Materials will follow in accordance with OSHA 1919.1200 (f).
- Caution signs used will be in accordance with OSHA 1910.144 and 1910.145 at no cost to the client.
- Requirements for cleaning and disinfecting of blood borne pathogens will be followed in accordance with OSHA 29CFR 1910.1030 for training, safety and equipment needed.
- Proof of compliance of Hazard Communication Data shall be provided to the Facility Manager.
- Only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number will be used.
- WMJ will purchase and issue all chemicals in their original containers.
- Materials that require precautionary warnings shall have a label affixed to the container in accordance to all applicable laws.

All floor finishes, seals, spray buff solutions and other chemicals applied to non-carpeted flooring will be applied and maintained so as to have adequate protection against slips and falls.



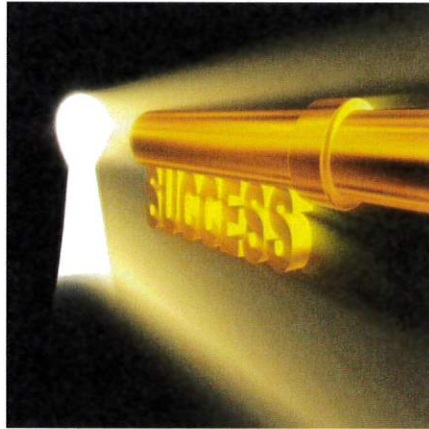
OPERATIONS

Operations Plan

West Michigan Janitorial believes there are three keys to running, implementing, and sustaining a successful program.

The three keys are as follows:

- Having the Right People
- Having the Right Training
- Having the Right Plan



The Right People

Hiring the right people is the first key to success! We know our staff makes our program a success so WMJ is committed to hiring the best and keeping the best. Our company believes knowledge and experience cannot be replaced, so we would like to interview your current staff (with your recommendation) and consider them for Managerial, Supervisory, and Custodial Staff positions. WMJ utilizes strict hiring procedures (see "Human Resources" for a detailed explanation), which ensures we get the right people in place from the very start. We offer our custodial staff a pay rate that is both competitive and above average in our industry. This can provide some comfort our clients, because staff that may wish to transition to our company will be well compensated.

While hiring the right people is crucial, keeping the right people is absolutely essential to providing ongoing quality service. WMJ utilizes the P.R.O.M.I.S.E.S. program, which is outlined on the following page.

- **PROMOTION**
 - We promote from within, rewarding employees for the contribution by allowing them to work their way up in the company.
- **RAISES**
 - We structure our pricing to include raises for our staff.
- **OPPORTUNITIES**
 - We offer our employees the option to pick up hours and assume additional work responsibilities.
- **MOBILITY**
 - Interested employees can move to other assignments to meet changes in their personal schedules. This provides flexibility, which allows WMJ to maintain a reliable and proven work force.
- **INCENTIVES**
 - We create incentive programs for employees assigned to individual accounts to build morale, encourage ongoing dedication and commitment to their jobs, and to build morale among our employees. WMJ believes recognizing and giving back to our employees is an essential part of building a successful program.
- **STABILITY**
 - We do our best to retain every employee and offer a stable work environment. We are also researching alternatives and inexpensive options so that we can offer benefits to part time employees that will be affordable and sustainable.
- **ENCOURAGEMENT**
 - We believe that encouraging and recognizing our employees is essential to keeping a positive work force. We teach positive reinforcement techniques to management and encourage staff to recognize the hard work of others.
- **SSOLIDARITY**
 - WMJ is a family owned and operated company, and we believe all of our employees are part of the family. This provides a more nurturing environment for our company to grow. We support one another and we are dedicated to keeping our staff happy, healthy, and confident in their job.

As you can see from the description above, P.R.O.M.I.S.E.S. is a program designed to promote employee retention. We also have budgeted financially to allow us to offer a unique and specifically designed incentive program to those employees we assign to your facilities.



The Right Training

Providing the best training to our staff makes them prepared for their job duties and more confident in their work. Having well trained staff in place can make transition times smooth and reduce the typical woes of cleaning program startups. WMJ uses a three phase training program that begins with Orientation and Off Site Training. This is a classroom style orientation and training period. We generally like to involve our clients in the teaching of school policies and offering detailed directions; however, this is not required. We are confident our training coordinator can incorporate your materials successfully along with our company policies, various subjects (see “Training” for more detailed explanations), and hands on job specific training.

The second phase is On Site Training. This will begin when the staff arrives for work the first day of the contract. With WMJ’s upper management on hand to assist with supervision and training throughout the start up period, we will guide our cleaners and assist the assigned Operations Manager and Account Manager with adjustments to routes and tasks to ensure all specifications are being met and quality standards are being maintained to the clients satisfaction. Thorough and ongoing inspections will be performed, allowing management to identify “hot spots” or “trouble areas” and help reinforce skills learned during Off Site Training.

Finally, WMJ believes the best employees have the most up to date information and feel knowledgeable in their jobs. So, we use Ongoing Training. We are committed to teaching our staff the newest and most innovative cleaning techniques, changes in federal, state, and local employment laws, and company or client policy changes. We also provide “refresher” courses on a regularly scheduled basis, which cover a variety of subjects (see “Training” for a more detailed explanation). Our training focuses on teaching the skills necessary to perform each job duty well and safely and to instill confidence in each employee right from the start.



The Right Plan

WMJ will design a detailed and specific Operations Plan for your facility, which will include cleaning routes and task assignments for each employee, detailed staffing schedules (which will cover the hours outlined in the Request for Proposal pricing forms), and outlining of our goals for your facility. WMJ will gladly discuss our staffing plans if we are considered further in the selection process.

WMJ does plan to have on site supervision for your facility and will increase staffing in your buildings to ensure that the specifications provided in the RFP are always being met. We feel that this set up will offer your facility the best results and allow our company to best meet your needs.



Sustainability

Our company has in place an Operations Model that allows for growth without sacrifice, ensuring you will always be a priority. We utilize a “Sustainable Growth” business philosophy, which allows us to take on only the business we can handle. WMJ possesses a theory that fewer extremely pleased clients is better for business than having many merely satisfied clients. Having a reputation for providing only the highest quality services will pay dividends for our company. We engage in selective bidding, and only contract business that enhances our client base and that will not be prohibitive to our ability to provide continued quality services to our existing clients.

Our company has been in business for almost fifty years. We are financially secure and have a dedicated management and custodial staff. In the last year, we have renewed contracts with 75 of our facilities, which includes 36 of our K-12 facilities and 3 other educational facilities. All of our remaining clients are still under current contracts with our company and not subject to renewals, so we believe this alone serves as a testament to our abilities and service.

Also, we know that employee retention is crucial and as discussed above we have a program in place that promotes ongoing service and has proven successful in lowering employee turnover throughout our business.



TRAINING

Orientation and Off Site Training

West Michigan Janitorial (WMJ) considers employee training paramount to the provision of quality custodial services. Our company prides itself on *attention to detail, safety, and preparedness*. WMJ uses a combination of subject specific lessons and supervisory-based hands-on training to make all employees effective team members. Our goal is to make sure our employees are prepared to work when they arrive to the account site.



WMJ new employee orientation is approximately 4 hours of intense learning. Orientation begins with employees completing all necessary forms and paperwork; including, tax forms, I-9, confidentiality agreements, non-competition agreements, and much more. After completing their paperwork, all new employees will begin reviewing company policies and procedures, which are outlined in the WMJ Employee Handbook. Employees must sign an acknowledgement form recognizing they are responsible for knowing and complying with all WMJ policies and procedures.



Once employees complete handbook review, they begin Off Site Training. WMJ provides new employees with written materials to review, in addition to the detailed subject matter they learn during Off Site Training sessions. Each employee must complete each section of training before he or she may work on any job site. All training is documented and signed by the employee, and a copy is placed in his or her personnel file.

Subjects taught during Off Site Training include, but are not limited to:

- Safety/Health/Basic First Aid
- Asbestos/Environmental Hazards Training
- Emergency Procedures/Emergency Preparedness
- Blood Borne Pathogens/Disposal
- Biohazard Clean Up
- Infection Control/Sanitization & Disinfection Protocols
- Indoor Environmental Quality
- Personal Protection/Sexual Harassment/Corporal Punishment
- MSDS/SDS
- Lock Out/Tag Out Procedures
- OSHA/MIOSHA
- Chemical Review/Chemical Application
- Equipment Review/Equipment Care
- Security Procedures
- Team Cleaning Procedures
- Rest Room Cleaning/Office Cleaning/Classroom Cleaning
- Floor Care (Carpet and Hard Surface)
- Green Cleaning Standards/Energy Conscious Cleaning
- ADA and other Federal Guidelines
- Personal Grooming/Etiquette Standards
- Boundaries Training/Student Interaction Guidelines



WMJ's in-depth Off Site Training program is designed to prepare employees for all their job entails before they ever see the job site. Being well prepared and knowledgeable is essential to making the On Site Training time minimal and the transition to new services seamless.



Policies and Procedures

WMJ will work with you on an individual basis to ensure our employees are fully *informed and trained* on your policies and procedures. We expect our staff to be in **full** compliance with all rules governing **behavior, protocol, and security**. Any violations of company or client policy may result in termination.



On Site Training

WMJ employees receive on the job training from experienced Supervisors or Managers. On Site Training is hands-on and builds upon the numerous subjects learned during Off Site Training.

On Site Training involves, but is not limited to:

- Equipment Handling/Chemical Use
- Asbestos/Environmental Hazards
- Floor Care (site specific)
- Supply Ordering (site specific)
- Security and Lockdown Procedures (site specific)
- Review of Policies and Emergency Protocol (site specific)
- Specifications and Routes for Cleaning (site specific)



All On Site Training is supervised. This allows each new employee to gain confidence in his or her performance and skills, while providing the opportunity to ask questions and receive valuable feedback. Upon completion of both On and Off Site Training, each new employee is given a checklist that reflects their fulfilled training which is to be signed by the trainee and the trainer. This checklist is kept in the employee's personnel file. At WMJ, we understand that people learn at different paces and we are committed to helping each team member reach his or her full potential.

Ongoing Training

WMJ believes effective training is an ongoing process. We want our employees to feel safe, confident, and skilled in their duties. Our Ongoing Training involves updated instruction in several areas, as well as, continuous feedback from Supervisors/Managers.

Subjects that are refreshed approximately every six months, include, but are not limited:

- Safety
- Health
- Equipment Care
- Chemical Review
- Infection Control
- Rest Room Cleaning
- Office Cleaning
- Indoor Environmental Quality
- Team Cleaning Procedures
- Company Policy Updates



All of WMJ's Ongoing Training sessions last approximately 30 minutes and a sign in sheet records attendance. A copy of each sign in sheet reflecting an employee's attendance at a specific training is placed in his or her file. All trainings stress the importance of hands on work and putting learned skills to use on the job.

Supervisor and Manager Training

WMJ believes effective and thorough training is essential to providing your facility with a strong On Site Management team. The experienced Operations Manager assigned to oversee your account will personally train the Manager hired for your facility. By working with a knowledgeable member of Upper Management, the Manager will learn policies and procedures, emergency protocol, managerial strategy and skills, training techniques, and much more.

In addition to learning management specific information, Managers are expected to undergo the same orientation and training all custodial staff must complete. Since it is the Manager's responsibility to train the custodial staff assigned to a facility, it only makes sense that we would require our management to be trained in all aspects of site cleaning, including, equipment handling, safety, chemical use, and much more. At WMJ, we believe that **no** custodial staff should be asked to perform any task that management themselves cannot undertake. This helps our On Site Management better assist custodial staff assigned to a facility develop their skills and receive the information necessary to succeed.

Similar to our training protocol for custodial staff, managerial staff must partake in Ongoing Training sessions, which includes attendance at annual seminars.

WMJ's annual training seminars include, but are not limited to, the following subjects:

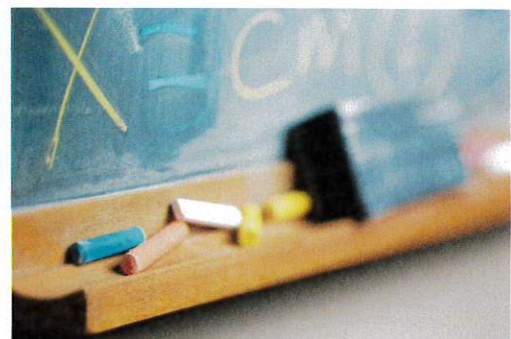
- Basic Business Practices
- Management Skills
- Interpersonal Communications
- Equipment use, handling, and repair
- Infection Control
- Training related to the custodial services industry, such as, carpet and floor care.
- Cleaning Chemicals
- Green Cleaning Practices
- Employee Health Insurance
- OSHA/MIOSHA
- ADA
- Sexual Harassment/Personal Safety



We consider our On Site Management Staff a crucial part of our custodial teams. They are a resource for all custodial staff members and they act as a catalyst for continuous improvement in service. WMJ believes that you will find our On Site Management Staff to be some of the **best** in the industry.

Special Training for School Employees

At WMJ, we understand that the safety of your students, faculty, staff and visitors is **paramount**; that is why we offer special training for all employees placed in a school facility. All staff receives what we refer to as “Boundaries” Training. This training protocol teaches staff appropriate levels of contact with all in a school environment, how to handle specific situations likely to occur in school settings, and the correct way to interact with all who enter a facility.



“Boundaries” Training not only promotes the establishment of healthy relationships between custodial staff and students, faculty, staff and visitors, but it also helps to establish clear rules to prevent any uncertainty in interactions. Specialized training only further promotes confidence in the workplace because our staff knows what is expected of them and how to handle a variety of situations.

QUALITY ASSURANCE

Our Philosophy

West Michigan Janitorial (WMJ) is devoted to providing our clients with a clean, safe, and healthy environment. We pride ourselves on our ability to provide our clients with *superior* cleaning at a *reasonable* expense. We, at WMJ, believe you can achieve both **without** cutting corners or taking risks that may place others health, safety or property in jeopardy.



In the competitive Custodial services industry, WMJ recognizes our reputation hinges on **customer satisfaction**. We make our client's needs our **top priority**. We will work diligently, honestly, and carefully to ensure we **exceed** your expectations for cleanliness. Our company believes establishing a trust-based relationship with open communication is necessary to the provision of quality services. We want you to feel comfortable coming to us with **any** concerns you may have. WMJ's Quality Assurance Program offers our clients peace of mind; **YOU** can feel confident knowing we will get the job done right.

Our Goal

At West Michigan Janitorial (WMJ), our goal is to always **meet and exceed** our clients' expectations for quality in service.



Methods

WMJ utilizes several different methods to guarantee we meet our goal of excellent service provision. Our Quality Assurance Program entails a combination of training, strong supervision, and continuous open communication. Each method has been **tested** and **proven** to safeguard the interests of our clients. Below, you will find detailed explanations of the methods we employ as part of our Quality Assurance Program.

- **Thorough Employee Screening**
 - WMJ's Quality Assurance program begins during the hiring process. Our company utilizes a strict screening process to ensure that all employees placed in your facility are **trustworthy, hard working, and dependable**. The Human Resource Manager and Supervisor/Manager use personal interviews and State of Michigan background checks to safeguard your interests during the hiring process. At WMJ, we understand that to be the best you have to hire the finest.

- **Extensive Training**
 - WMJ stresses the importance of quality service provision from the very beginning. Newly hired employees must complete an **extensive** training program where they are taught policy and procedure, cleaning methods, safe use of equipment, chemical specific product training, infection control, as well as several other subjects. Our company believes that training is an ongoing process and that refresher courses and continuous review of material is key. WMJ trains employees both Off and On Site. We understand the quality of our employees is a direct reflection of our company, and our training program is designed to ensure we provide your facility with a team that is **knowledgeable, helpful, and competent**.



- **Ongoing Supervision**
 - WMJ considers it a priority to make sure that the staff we hire is in the right position to utilize each person's strengths and build on his or her weaknesses. We consider each team member an essential part of the services we provide; thus, **supervision does not end with the training process**. Our management will continue to work with each team member to make sure that he or she is the right person for your facility. Managers/Supervisors will meet with team members individually or in groups to discuss performance, prevent problems from arising, improve moral, etc. We, at WMJ, want our employees to feel confident in their ability to perform and prepared to handle any situation they may face on the job. Ongoing supervision provides employees with a framework from which they can build skills, improve individual and team performance, and offer the highest quality service to our clients.



- **Daily Inspections**

- WMJ considers daily inspections a **crucial** element in the provision of excellent service. At the end of each shift, the Supervisor inspects the facility to ensure that the facility is in full compliance with the contract specifications. If non-compliance is cited, the Manager/Supervisor will take immediate action to correct the problem. Our company uses daily inspections to determine not only compliance, but also the effectiveness of each team member assigned to your facility. Documentation of each inspection can be made available to our clients. WMJ feels daily assessment of the facility and employees allows us to continuously improve our service to **you**, while feeling certain at the end of each day our client is satisfied.



- **T-TRACCS**

- WMJ recognizes the importance of staff arriving and leaving on time. Our company uses the “MITC – Timekeeping System” to provide further assurance of our employee’s performance. Each team member assigned to your facility will be given a Personal Identification Number (PIN) and instructions on how to call in and out. A phone at the facility will be designated to make such calls. The team member will call into the system, enter his or her PIN, and hang up. The T-TRACCS system records the time and location of the call. The “call in” officially starts the employee’s shift.
- At the end of his or her shift, the process is repeated and the call is again documented. The employee is required to leave the site immediately after “calling out.”
- If a team member does not call in at the designated time or location the Account Manager will be notified immediately so appropriate coverage can be arranged. T-TRACCS is yet another check WMJ has in place to guarantee your facility is receiving the proper care.

- **24/7/365 Communication with Management**

- WMJ is dedicated to providing our clients with the best service in the industry. One way we can offer such service is by making ourselves available to our clients **any** time. Our clients are able to contact us by phone or email **24/7/365**. You will not have to call a problem “hotline” or speak to a person who has never dealt with your account. *You will **always** be able to reach a person who can help resolve any problem or concern that may arise.*
- In addition to the Site Supervisor assigned to your facility, our Upper Management Team is **always** at your disposal. The Upper Management Team will take any action necessary to make sure no problem is overlooked or unresolved. Office phone numbers, cell phone numbers, and email addresses will be distributed to you for all account contact persons and Upper Management Staff. Our **continuous availability** to our clients and our **dedication to providing personal service** is just one more way we are able to provide you with superior service.
- **Communication Log Books.** Log books are placed in key locations in the facility to give staff the ability to communicate directly to the cleaners. The Supervisor, Account Manager, and Quality Control Specialist review this log book daily and address any concerns written down by the client’s staff.
- **Operations@wmjanitorial.com.** This email goes directly to ownership, Account Manager, HR manager, and Quality Control Specialist. This is a way for the facility manager to communicate information or concerns to WMJ.

Problem Resolution

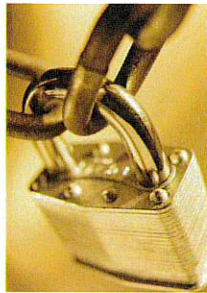
WMJ is dedicated to resolving any issue(s) in a time efficient and productive way. We are committed to handling any problems or issues with our service, staff, or products to **your** satisfaction.



WMJ will work one-on-one with you to ensure no problem goes undetected or unresolved. Under normal circumstances, we address any issue or concern **immediately** and take action to resolve the problem within 24 hours. Our staff will **never** allow any problem that threatens to damage property or the health, safety and well being of an individual to persist. If any such situation should ever arise, **regardless of the time of day**, WMJ will notify all necessary persons and handle the problem accordingly. WMJ will follow any procedures you may have regarding the treatment of emergency situations, and understands that any failure to comply with such protocol may result in the cancellation of the contract.

Security

WMJ has and always will possess a philosophy of stewardship in regard to our clients' property. We consider ourselves guests in all of our clients' facilities and visitors to their premises. WMJ takes this philosophy seriously and we fully comprehend that we are being entrusted with valuable property, facilities, and lives.



WMJ abides by the following security measures:

- The Account Manager will have one set of keys to your facility.
- The Operations Manager will keep one set of back up keys to your facility, which will be securely kept in our home office.
- WMJ accepts full responsibility for any keys lost by our employees.
- WMJ management will continue to work jointly with you to develop and implement any necessary security measures to safeguard the privacy and protection of the facility.

Our company enforces strict rules for employee conduct that help ensure your facility is being protected. For example, WMJ does not permit any employee to allow unauthorized persons on our clients' property without permission. This, along with several other similar rules, is spelled out in our detailed employee handbook. All WMJ employees are held to the highest standards of *integrity* and *respect*, which promotes safety and security for all clients.

EQUIPMENT AND PRODUCTS

Equipment List

CITY OF WYOMING : EQUIPMENT						
Make	Model	Item	Description	Quantity	Age	Electrical Req.
Advance	Micromax 20B	Micromax 20B	Walk Behind Floor Scrubber	3	3 years	110-115 Volts
Advance	ES300ST 16" Extractor	56265502	Carpet Extractor	1	3 years	110-115 Volts
Powr-Flite	Pac Vac 6 qt	BP65	Backpack vacuum w/ beater bar	11	1 year	120 V, 10 Amps
Cleartrack	Workhorse		Upright vacuum (Sue can make refurbished)	2	Refurbished	120 Volts
Bissell	Little Green Portable	1400R	Carpet spot cleaner	1	3 years	120 V, 2.75 Amps
Powr-Flite	BlackMax	PFX1385MAX+	Commercial Upright Carpet Extractor	1	3 years	120 V
Powr-Flite	Riptide	PF1200RT-1	Multi-Surface Cleaner (Hard Surface Cleaner)	1	3 years	120 V
Powr-Flite	Classic 20 Inch Floor Buffer		Swing Machine for VCT floors	1	3 years	120V
Kent	Euroclean KC-280	KC-280	Walk-Behind Wide Area Vacuum	1	2 years	115 Volts

Equipment Repair and Replacement Procedures

West Michigan Janitorial is currently utilizing three unique equipment repair options.

Option 1: On Site or In House Equipment Servicing

WMJ employs its own Equipment Repair Supervisor, Dale Wenz. Dale has a workshop in our business office, located at 5160 West River Drive, Comstock Park, MI 49321. Dan travels to the site where the equipment is located. If he is able to diagnose the problem on site and fix it on site, he will do so; however, if it is a slightly more complicated repair, Dale will bring the equipment back to his workshop for a full diagnostic check and mend. As you can see from Dale’s bio in the management portion of our “Company Profile,” he has an extensive background in equipment repair and he is well suited to service any machinery utilized by our staff. There is one additional staff member that assists with equipment repairs that are performed in house.

Our Director of Operations, Silvestre Ramirez-Valadez, has several years of experience performing routine maintenance on equipment. He is available to ensure that the equipment is maintained appropriately to cut down on the need for servicing and to prolong the life of machines used at the facility. He will also be available to perform repairs as necessary in the evening hours.

With our own technician available, we are able to decrease “down time” and keep equipment well maintained and functioning. WMJ also keeps a “floating” inventory at our facility to ensure work performance is not jeopardized when servicing of equipment is necessary.

Option 2: 1 Year Full Service Warranty through Equipment Vendor

WMJ purchases some of our equipment from Action Chemical. Action offers a 100% satisfaction warranty on any items purchased through their company. Action is located in Comstock Park, MI and is able to respond quickly with trained equipment technicians. The Warranty includes on site diagnosing and servicing of all equipment. If the item cannot be diagnosed or repaired on site, Action will provide a temporary replacement for the item, until repairs are completed. They will return the repaired equipment to the site and pick up their “loaner.” If an item requires off site repair, Action’s typical turnaround time for returning equipment is approximately 3 days.

Option 3: Replacement

Our equipment budget is designed to build in cushion for equipment replacement. However, if a necessary equipment purchase be required that would be above our budgeted sum, WMJ will **NOT** charge IES for the expense. We will assume full responsibility for replacing the item.

If IES elects to work out an equipment agreement with the successful bidder, WMJ would work with the district to ensure replacement of equipment would be handled appropriately.

Products: Contract Free Philosophy

West Michigan Janitorial (WMJ) believes that by remaining contract free we are best able to meet our clients' needs. Our company does not maintain any service contracts with cleaning solutions, products, or equipment vendors, which allows WMJ to "shop around" for the best prices and highest quality products for your facility. Our Operations Manager and staff have **personally** tested countless products, cleaning solutions, and equipment brands. We would **never** recommend an item to a client we would not use in our own homes. WMJ is confident in its recommendations; however, we will gladly work with you to ensure your needs are being met and that we are operating within your budget constraints. Below, you will find lists of cleaning solutions, products, and equipment we **recommend** and **trust**.

Cleaning Solutions

WMJ purchases its cleaning solutions from two distributors: MISCO Products Corporation and Nichols. Each company offers a variety of quality cleaning chemicals. Nichols is WMJ's provider of Green Seal products. If you have no preference as to which chemicals we use, the Operations Manager assigned to your account will select cleaning solutions that he or she feels will work best in your facility.



- **Floor Cleaners**
 - Elements, Zinc Free Floor Finish
 - Elements, Synthetic Floor Protectant
 - Elements, Gloss Restorer
 - Elements, Low Odor Floor Stripper
 - Elements, PH Neutral Floor Stripper
 - MPC, Mega Flex
 - MPC, Ultima
 - MPC, First Step
 - MPC, Hot Shot
 - MPC, Flashback UHS

- **Concrete and Hard Surface Care**

- MPC, Aquathane HP
- MPC, Aquathane CS
- MPC, Impregnator H2O
- MPC, Rejuvenator
- **Carpet Cleaners**
 - Majestic Carpet Solutions, Carpet Sanitizing Extraction/Bonnet Cleaner
 - Majestic Carpet Solutions, Concentrated Extraction Cleaner
 - Majestic Carpet Solutions, Traffic and Bonnet Cleaner
 - Majestic Carpet Solutions, Rinse and Neutralizer
 - Magic Carpet Solutions, Triple Action Cherry Almond
- **Glass and Surface Cleaners**
 - Elements, Non-Ammoniated Glass Cleaner
 - Elements, All Surface Cleaner



- **Restroom Cleaners**
 - Elements, Organic Acid Restroom Cleaner
 - Elements, Organic Acid Bowl Cleaner
 - MPC, Big John
 - MPC, Acidulate
- **Hand Cleaners**
 - MPC, Pearl Drop
- **All Purpose Cleaners**
 - MPC, Emerald
- **Cleaner-Degreasers**
 - MPC, Revite Plus-10
 - MPC, Suspend
 - MPC, Orange Solv
- **Enzyme Digestants**
 - MPC, Grand Opening
- **Disinfectants**
 - MPC, Fresh Breeze TB



- **All Purpose Cleaner**
 - BioRenewable, Tribase
 - Spartan, Clean by Peroxy
 - Green Solutions, All Purpose Cleaner
- **Disinfectants**
 - Spartan, NABC
- **Glass Cleaners**
 - Green Solutions, Glass Cleaner
- **Floor Cleaner**
 - Green Solutions, Floor Seal and Finish
 - Green Solutions, Floor Finish Remover
- **Industrial Cleaners**
 - Green Solutions, Industrial Cleaner
- **Carpets**
 - Green Solutions, Carpet Cleaner
- **Restroom Cleaners**
 - BioRenewable, Tribase
 - BioRenewable, Restroom Cleaner
 - Spartan, Clean by Peroxy



Products

WMJ purchases most of its paper and cleaning supply products from Saalfeld Redistribution. They carry a full line of paper supplies, cleaning storage, janitorial supplies, etc. Saalfeld offers “Green” approved products in addition to standard products. Again, WMJ can make recommendations for products we typically use and have personally tested. Our company will gladly shop around if you have a preference for specific items that are not offered through Saalfeld.

ADDITIONAL INFORMATION

1. **Contact Information for each building will be:**

Greg Brouwer
616.647.0552
5160 Comstock Park, MI 49321
gbrouwer@wmjanitorial.com

2. **Cleaning hours:**

Court Building	5:00pm – 10:00pm	Monday – Friday
City Hall	5:00pm – 10:00pm	Monday – Thursday
Public Works	6:00pm – 10:00pm	Monday - Thursday
Library	Memorial Day – Labor Day 8:00 PM – 12:00 AM	Monday - Saturday
	Labor Day – Memorial Day 8:00 PM – 12:00 AM	Monday - Sunday
Police Station	6:00pm – 10:00pm 6:00 PM – 9:00 PM	Monday - Thursday Friday – Sunday
Senior Center	5:00pm – 8:00pm	Monday – Thursday

3. **Number of staff members and hours:**

Court Building	2 staff members with a total of 8 hours per shift
City Hall	2 staff members with a total of 9 hours per shift
Public Works	2 staff members with a total of 8 hours per shift
Library	2 staff members with a total of 8 hours per shift
Police Station	2 staff members with a total of 8 hours Monday – Thursday 1 staff members with a total of 3 hours Friday – Sunday
Senior Center	1 staff member with a total of 3 hours per shift

4. There will be one supervisor over the City of Wyoming account. The supervisor will have cleaning responsibilities along with the end of the shift walk through of the facilities. The tentative hours for the supervisor will be 6:30pm through 1:00am.

BID PROPOSAL FORM

State bid price for cleaning the following Wyoming City buildings based on the specifications contained herein:

Building		Monthly Rate		
		1 st Year	2 nd Year	3 rd Year
62A District Court		\$3,547.00	\$3,547.00	\$3,547.00
City Hall		\$2,842.00	\$2,842.00	\$2,842.00
Public Works Building		\$2,530.00	\$2,530.00	\$2,530.00
Library	Memorial Day – Labor Day	\$3,785.00	\$3,785.00	\$3,785.00
	Remainder of Year	\$4,415.00	\$4,415.00	\$4,415.00
Department of Public Safety – Police Building		\$3,227.00	\$3,227.00	\$3,227.00
Wyoming Senior Center		\$954.00	\$954.00	\$954.00

State percentage discount, if any, off from all of the above listed prices if awarded the cleaning contracts for:

2 Buildings: 0.00 %
 3 Buildings: 0.00 %
 4 Buildings: 0.00 %
 5 Buildings: 0.00 %
 6 Buildings: 0.00 %



AFTER HOURS CONTACT:

NAME: Miguel Soriano CELL PHONE: 616-328-3071
NAME: Silvestre Ramirez CELL PHONE: 616-490-3345
NAME: Greg Brouwer CELL PHONE: 616-558-9552

Net 15 Days

TERMS

West Michigan Janitorial

COMPANY

5160 West River Dr NE

STREET ADDRESS

PO BOX

Comstock Park

MI

49321

CITY

STATE

ZIP CODE

616-647-0552

616-558-9552

gbrouwer@wmjanitorial.com

BUSINESS PHONE

CELL PHONE

EMAIL ADDRESS (REQUIRED)

BID PROPOSAL FORM CONTINUED

Is the bidder/contractor a:

Woman Owned Company?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Minority Owned Company?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Section 3 Certified Contractor? If yes, Dunns #: _____

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

The bidder/contractor certifies that they are not in default on any contract or agreement with the city or any taxes, fines or fees due the city.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The bidder/contractor certifies that they have not been disbarred or suspended in the past three years?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The bidder/contractor represents and warrants to the City that it is not on the Federal EPLS

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The bidder/contractor certifies it is not an Iran linked business as defined in the Michigan Iran Economic Sanctions Act, 2012 P.A.517

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The bidder/contractor certifies that it complies with the Elliot Larson Civil Rights Act, the Persons with Disabilities Act, Equal Employment Opportunity, and any other applicable laws related to employment and non-discrimination.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Are you, or the business owner related to any elected official or employee of the City?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

If yes, list name and relationship: _____

The bid proposal form shall be part of and be incorporated into this contract. The bidder agrees to all specifications, terms and conditions as stated herein:

Greg Brouwer

AUTHORIZED BY (PLEASE PRINT)

Director of Sales and Operations

TITLE

Greg Brouwer

SIGNATURE (REQUIRED)



10/19/2018

DATE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1) insureds;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, paragraph 7. is replaced by the following:

- 7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

CL W MI MICH
UL I IDS

in a Cleaning Proposal

opened by the City Clerk on October 18, 2018 at 11:00 a.m.

bid prices reduced to net.

Bidder	Professional Building Services	Century Floor Space			West Michigan Janitorial	DM Burr Facilities Management, Inc.	CSM Services
		Year 1	Year 2	Year 3			
	Monthly Rate (Years 1, 2 & 3)				Monthly Rate (Years 1, 2 & 3)	Monthly Rate (Years 1, 2 & 3)	Monthly Rate (Years 1, 2 & 3)
62A District Court	\$ 2,581.67	\$ 1,430.00	\$ 1,458.00	\$ 1,487.16	\$ 3,547.00	\$ 3,486.89	\$ 3,852.00
City Hall	\$ 2,327.17	\$ 2,288.00	\$ 2,333.00	\$ 2,379.66	\$ 2,842.00	\$ 2,793.03	\$ 3,852.00
Public Works Building	\$ 2,071.93	\$ 1,733.00	\$ 1,767.66	\$ 1,803.00	\$ 2,530.00	\$ 2,605.62	\$ 2,311.00
Library - Memorial Day to Labor Day	\$ 3,098.87	\$ 2,921.00	\$ 2,979.42	\$ 3,038.58	\$ 3,785.00	\$ 4,221.67	\$ 8,088.00
Library - Remainder of the Year	\$ 3,603.35	\$ 3,540.00	\$ 3,610.80	\$ 3,683.00	\$ 4,415.00	\$ 4,434.98	\$ 8,088.00
Department of Public Safety - Police Building	\$ 2,071.93	\$ 6,006.00	\$ 6,126.12	\$ 6,248.64	\$ 3,227.00	\$ 7,322.05	\$ 3,082.00
Wyoming Senior Center	\$ 774.72	\$ 1,525.00	\$ 1,555.50	\$ 1,586.61	\$ 954.00	\$ 1,495.52	\$ 1,541.00
Discount if Awarded: 7 Buildings		7%	7%	7%			
Total Monthly for all buildings	\$ 16,964.64	\$ 18,081.99	\$ 18,447.72	\$ 18,810.78	\$ 1,000.00	\$ 6,976.42	\$ 8,814.00

RESOLUTION NO. _____

TO EXTEND THE CONTRACT FOR METER READING SERVICES PROVIDED BY
OLAMETER CORPORATION AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN ADDENDUM TO THE CONTRACT

WHEREAS:

1. On January 18, 2016, City Council adopted Resolution #25345, which awarded a contract to Olameter Corporation for meter reading services at a price of \$0.795 per valid read.
2. The current contract for meter reading services with Olameter expires on June 30, 2019.
3. The meter reading services provided by Olameter have been satisfactory.
4. Olameter Corporation has agreed to extend the contract for three years at a price of \$0.795 per valid read for fiscal year 2019/20, and \$0.811 per valid read for fiscal years 2020/21 and 2021/22.
5. The contract will renew from year to year thereafter until terminated by mutual consent.
6. All other provisions of the contract remain the same.
7. It has been determined that it would be beneficial to accept the addendum.
8. The annual expenditure for meter reading services will be charged to account #591-591-56900-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby extends the contract for meter reading services with Olameter Corporation for three additional years with automatic renewals annually thereafter and authorizes the Mayor and City Clerk to sign the addendum to the contract as presented.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Addendum 1

STAFF REPORT

From: Andrea Boot, Treasurer
Date: November 14, 2018
Subject: Addendum 1 for Meter Reading Contract
Meeting Date: November 19, 2018 City Council Meeting

RECOMMENDATION

The Treasurer's Office recommends that the City Council approves addendum 1 to the meter reading services contract provided by Olameter Corporation and authorizes the Mayor and City Clerk to execute the addendum.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

The Utility Billing Office bills for actual water and sewer service in the City regardless of income, socio-economic or residence status.

Economic Strength

Providing dependable, accurate and affordable meter reading helps to allow the City of Wyoming to offer very competitive water and sewer rates.

DISCUSSION

On January 18, 2016, City Council adopted resolution #25345, which awarded a contract to Olameter Corporation for meter reading services at a price of \$0.795 per valid read. The contract is set to expire on June 30, 2019. The per-read price has been constant for the initial contract period at \$0.795 per valid read.

The Utilities staff has been very pleased with the services provided by Olameter Corporation and approached Olameter Corporation to discuss a possible extension of the current contract. Olameter Corporation has agreed to extend the current contract for three more years through June 30, 2022, with pricing remaining at \$0.795 per valid read for the period of July 1, 2019 to June 30, 2020, and increase to \$0.811 per valid read for the period of July 1, 2020 to June 30, 2022. It has also been determined that it would be advantageous for the administration of the contract to include an automatic annual renewal clause. All other sections of the contract remain unchanged.

The annual cost of having Olameter Corporation read the water meters is less than if these services were provided by City staff. The proposed price increase for year two and three of the addendum is 2%, which is less than the rate of inflation. Therefore I am recommending that City Council approve the addendum and extend the contract through June 30, 2022, with an annual renewal from year to year thereafter until terminated by mutual consent.

BUDGET IMPACT

Funds for this service have been budgeted in account #591-591-56900-956000. The annual estimated cost for fiscal year 2019/20 for this service is \$71,000.

**ADDENDUM NUMBER 1
TO THE
CITY OF WYOMING METER READING
SERVICES AGREEMENT WITH
OLAMETER CORPORATION
DATED JANUARY 18, 2016**

This Addendum Number 1 to the Meter Reading Services Agreement by and between Olameter Corporation (Contractor) and the City of Wyoming, Michigan, (City) is effective July 1, 2016.

Whereas, the parties entered into said Meter Reading Services Agreement dated January 18, 2016; and

Whereas, the parties desire to amend said Agreement.

Now, therefore, the parties agree to amend the Agreement as follows:

1. **Contract Pricing.** Wyoming agrees to pay for meter reading service to Olameter Corporation pursuant to the following schedule:
 - a. July 1, 2019 through June 30, 2020, \$0.795 per meter read
 - b. July 1, 2020 through June 30, 2022, \$0.811 per meter read
 - c. July 1, 2022 and succeeding years, price to be provided by Contractor to the City by December 1 prior of the renewal period.

2. **Terms of Bid**

The term of this addendum shall be three years from July 1, 2019 to June 30, 2022 and renewable from year to year thereafter until terminated by mutual consent by either party giving the other at least one hundred and eighty days written notice of its desire to terminate the same prior to the expiration of any yearly period. July 1 of each successive year after the initial period will be considered the date for annual renewal.

3. In all other respects the Agreement, including Addendum Number 1, remains unchanged and in full force and effect.

In Witness Whereof, the Parties have executed this Addendum Number 1 by their duly authorized representatives.

OLAMETER Corporation

CITY OF WYOMING

BY: _____

BY: _____

Its Mayor, Jack A. Poll

(Type or Print Name)

BY: _____

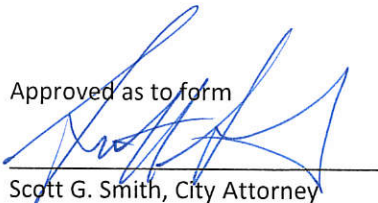
Title _____

Its Clerk, Kelli A. Vandenberg

Date: _____

Date: _____

Approved as to form



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PROGRESSIVE AE
TO PERFORM A COMPRESSED NATURAL GAS (CNG) FACILITY ASSESSMENT
OF THE PUBLIC WORKS BUILDINGS AND TO AUTHORIZE THE
CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Progressive AE has provided the City with a proposal to perform a CNG facility assessment of the public works building at a total estimated cost of \$10,025.
2. It is recommended the City Council accept the proposal.
3. The assessment services will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of a proposal from Progressive AE to perform a CNG facility assessment of the public works buildings in the total estimated cost of \$10,025.
2. The City Council does hereby authorize the City Manager to execute the agreement.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2019.

ATTACHMENTS:

- Budget Amendment
- Staff Report
- Progressive AE Proposal
- Contract

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 1, 2018
Subject: CNG Facility Assessment
From: William D. Dooley, Director of Public Works
Meeting Date: November 19, 2018

Recommendation:

It is recommended that the City Council authorize Progressive EA to perform a compressed natural gas (CNG) facility assessment of the public works buildings located at 2660 Burlingame Avenue SW.

Sustainability Criteria:

Environmental Quality – Wyoming is considering the merits of converting some of its vehicle fleet from diesel fuel to CNG fuel. Such a conversion is reported to have significant environmental benefits.

Social Equity – This CNG facility assessment will have no impact on social equity within Wyoming.

Economic Strength – Wyoming is conducting this facility assessment so that it can more accurately estimate the overall cost of converting vehicles from diesel fuel to CNG fuel, including fire code requirements for facilities in which vehicles are stored and/or maintained.

Quality Service Impact:

Evaluating ways to reduce the cost of performing key services, such as roadway snow and ice removal, is one way Wyoming strives to provide quality service to its residents and businesses.

Discussion:

It has been suggested that Wyoming should consider converting some of its vehicle fleet from diesel fuel to CNG fuel. In order to evaluate the full cost of making such a conversion, it is necessary to determine what improvements will be needed to the buildings in which the diesel vehicles are stored and maintained. To this end, Progressive AE has offered to perform a CNG facility assessment of Wyoming's public works buildings for a cost of \$10,025. They have performed similar work in the Grand Rapids area for the Rapid bus service.

Budget Impact:

The \$10,025 cost for this CNG facility assessment can be financed out of the Motor Pool Fund (account number 661-441-58300-801.000) but a budget amendment is necessary.

Attachments: Budget Amendment

Progressive AE Proposal dated October 25, 2018



October 25, 2018

Bill Dooley PE
Director of Public Works
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

Re: Proposal for Professional Architectural and Engineering Services for a Compressed Natural Gas (CNG) Facility Assessment

Dear Bill:

Progressive AE is pleased to present this proposal for professional services for the assessment of your facility's ability to operate and maintain CNG-powered vehicles. Following is our understanding of the project, our scope of services, clarifications, proposed schedule and compensation for your consideration.

UNDERSTANDING OF PROJECT

The project, as we understand it, is investigate your building located at 2660 Burlingame Ave SW, Wyoming, MI 49509 for upgrades that may need to take place if the City of Wyoming elects to pursue operating CNG-powered vehicles. The operation currently consists of office space, vehicle storage, a maintenance area for heavy equipment, and a maintenance area for passenger vehicles and small equipment.

A second detached storage building is used to house a tactical response vehicle on one side and miscellaneous vehicle storage on the other side. This detached building is not heated or cooled; but has the potential to house CNG vehicles at some point, particularly because all new police vehicles are stored in this building. If police cruisers are transitioned to CNG, they will be housed here.

The construction of each of the buildings appears to be pre-engineered with structural steel, purlins, and bag insulation making up the roof assembly. Mechanical ventilation is limited in most spaces.

This assessment is one piece of the information being collected by the City of Wyoming in order to make an informed decision about transitioning to CNG. If a transition occurs, it may be a phased approach; however, the assessment will be for the building as a whole.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide an assessment with Architectural, Mechanical Engineering, and Electrical Engineering disciplines. Our services will include the following:

1. Review of plans provided by the City of Wyoming.
2. A site visit to gather all necessary information including identification of equipment related to building electrical and mechanical systems as well as architectural components related to code.
3. Written recommendations for building upgrades that may be necessary for the facility to function with CNG vehicles.
4. An opinion of probable costs related to the necessary building upgrades.

CLARIFICATIONS

The following are not included in the proposal, but could be for additional compensation:

- Specification of any equipment necessary for the upgrade.
- Construction Documents for facility upgrades.
- Reviews with the Authority Having Jurisdiction.

SCHEDULE

We expect this work will take four weeks to complete from the date of approval to complete.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE will complete the work identified above for \$9,825 (nine thousand eight hundred twenty-five dollars). Reimbursable expenses are in addition to compensation and will be billed in accordance with the attached schedule of invoice rates. We anticipate reimbursable expenses will be less than \$200 (two hundred dollars).

The terms of this proposal defining project understanding, scope, schedule, clarifications and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid until superseded by an AIA Standard Form of Agreement.

Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule.

Sincerely,


10/25/2018 01:38:54 pm

Seth D. Horton

Seth D. Horton PE, CPC, LEED AP, CDT
Senior Project Manager/Transit Practice Leader

Accepted By: _____

Printed Name: _____ Date: _____



Schedule of Invoice Rates - 2018

Hourly Staff Charges

Class 9 Personnel:	Principals	\$195/hour
Class 8 Personnel:	Principals and Senior Project Managers	\$180/hour
Class 7 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts and Construction Administrators	\$150/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts, Construction Administrators, Designers and Surveyors	\$110/hour
Class 4 Personnel:	Project Managers, Intermediate Architects, Engineers, Designers, Landscape Architects, Environmental Analysts, Construction Administrators and Surveyors	\$90/hour
Class 3 Personnel:	Graduate Architects, Engineers, Designers, Environmental Analysts, Construction Administrators, Technicians and Surveyors	\$80/hour
Class 2 Personnel:	Technicians, Project Assistants, Graduate Architects and Surveyors	\$65/hour
Class 1 Personnel:	Project Assistants and Technicians	\$50/hour

Reimbursable Expenses

1. Fees for securing permits and approvals of authorities having jurisdiction over projects at cost.
2. Outside services, consultants, travel and lodging at cost plus 10%.
3. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
4. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 54.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
5. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

January 18, 2018

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: _____, 20__.

"Professional" means: Progressive AE

[Name of professional entity]
A _____

[State and type of entity, e.g., corporation, limited liability company, etc.]
1811 4 Mile Road NE

[Professional's street address]
Grand Rapids, MI 49525

[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Compressed Natural Gas Facility Assessment

[Detail the work: e.g., "design and construction services for...", "appraisal of...", "delineate wetlands at...", etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Progressive AE

[Professional's name]

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

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

Date signed: _____, 20__

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Professional will 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 and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract 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 public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.

9. W-9. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

[Signature]

[Printed Name and Title of Person Signing]

Progressive AE

[Printed Name of Professional]

Date signed: _____

**Exhibit B
Proposal**

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM STORE FRONTS, INCORPORATED
FOR REPLACEMENT OF DOORS AT THE WYOMING SENIOR CENTER
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept the attached proposal from Store Fronts, Incorporated to replace three sets of doors at the Wyoming Senior Center in the total amount of \$13,934.
2. It is recommended the City Council accept the proposal from Store Fronts, Incorporated.
3. Funds for the door replacements are available in the Wyoming Senior Center capital account number 208-752-75800-975225.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Store Fronts Incorporated for replacement of doors at the Wyoming Senior Center in the total amount of \$13,934.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

ATTACHMENTS:
Staff Report
Proposal/Agreement
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: 10/29/2018
Subject: WSC Door Replacement
From: Chad Boprie, Recreation Programmer II
Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: November 19, 2018

RECOMMENDATION:

It is recommended that the City Council accept a quote from Store Fronts, Inc. for the replacement of three sets of doors at the Wyoming Senior Center in the total amount of \$13,934.

SUSTAINABILITY CRITERIA:

Environmental Quality – The WSC provides a safe, structured, and nurturing environment for older adult participants.

Social Equity – All citizens that utilize the WSC will have a comfortable setting for recreational and leisure activities.

Economic Strength – The contractor has the appropriate equipment and trained staff that can remove the existing doors and dispose of them properly as well as install the new doors. The new doors, along with the other doors at the WSC, will provide a stable, long-term entry and exit options at the WSC.

Quality Service Impact - Functioning and efficient doors will provide an ideal setting for the WSC participants as they enter the facility to participate in programming at the facility. In addition, the facility is also used for community meetings and other City service area functions.

DISCUSSION:

On October 9, 2018, bids were requested for replacement of three sets of doors at the Wyoming Senior Center. Thirty-eight invitations to bid were sent to prospective bidders. As no bids were received, the department requested quotes from:

Store Fronts, Inc.	\$13,934
Husky Glass, LLC.	\$17,055

It is recommended the City accept the low quote received from Store Fronts, Inc. in the amount of \$13,934.

BUDGET IMPACT:

Funds are available in the WSC capital account. The affected account number is:

208-752-758.00-975.225

PROPOSAL ACCEPTANCE

DOCUMENT NUMBER

SUBMITTED TO
Wyoming Senior Center
 STREET
2380 DeHoop SW
 CITY, STATE
 ZIP CODE **Wyoming MI 49507**
 PHONE
(616) 530-7190

DATE
10/11/2018
 JOB NAME
Same
 JOB LOCATION
 PROJECT DIRECTOR
Chad Boprie

4771
 DATE OF PLANS

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

bopriec@wyomingmi.gov

STORE FRONTS INC. proposes to furnish and install:

- BID #1 **FOR THE SUM OF \$5,057.00** South**
 - Remove 1 pair of doors and frame with sidelight one side
 - Install 1 pair of doors, medium stile, frames with transom, and sidelights on both sides. 1" bronze tempered glass unit
- BID #2 **FOR THE SUM OF \$4,285.00****
 - Same as above but using 1/4" tempered glass

Metal will be bronze finish. Doors will have a 10" bottom rail, sweep, and closer on 1 door of each set.

- BID #3 **FOR THE SUM OF \$448.00 for each door South**
 - Remove and reinstall automatic door operators

- BID #5 **FOR THE SUM OF \$4,144.00****
 - 1 pair of doors with sidelight and transom and 1/4" clear tempered glass.

Hardware as above but with closer on both doors. Finish as above.

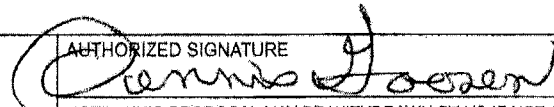
Price includes material and labor but excludes final cleaning.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

****AS ABOVE**** DOLLARS (\$) **\$0.00**)

PAYMENT TO BE MADE AS FOLLOWS
net 30

Our workers are fully covered by Workman's Compensation insurance.
 See page two for standard conditions of this proposal.

AUTHORIZED SIGNATURE


NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED
 WITHIN **30** DAYS

ACCEPTANCE OF PROPOSAL

I agree to the prices, specifications, terms and conditions as stated on page one and two of this proposal. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

SIGNATURE

SIGNATURE

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: 10-1, 2018

"Professional" means: Store Fronts Inc
[Name of professional entity]
A Michigan, S-Corp
[State and type of entity, e.g., corporation, limited liability company, etc.]
2900 Sanford
[Professional's street address]
Grandville, MI 49418
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means:

Door replacement
[Detail the work: e.g., "design and construction services for...", "appraisal of...", "delineate wetlands at..." etc.]
TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Store Fronts Inc
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
Jim McClellan, Pres
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11-5, 2018

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Professional will 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 and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract 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 public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.

9. W-9. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit
Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

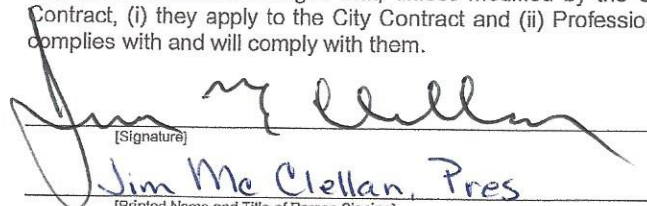
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]

Jim Mc Clellan, Pres
[Printed Name and Title of Person Signing]

Store Fronts Inc
[Printed Name of Professional]

Date signed: 11-5-2018

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM PARKWAY ELECTRIC
FOR THE PURCHASE AND INSTALLATION OF TWO TRANSFORMERS

WHEREAS:

1. As detailed in the attached Staff Report, Parkway Electric provided the City with a quote for the purchase of and installation of two transformers in the total estimated amount of \$59,848.
2. It is recommended City Council accept the quote from Parkway Electric.
3. Funds for the purchase are budgeted in the Clean Water Plant Capital Outlay account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Parkway Electric for the purchase and installation of two transformers in the total estimated amount of \$59,848.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

ATTACHMENTS:
Staff Report
Quote/Agreement
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 31, 2018
Subject: Replacement of Two Transformers
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: November 19, 2018

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Parkway Electric in the amount of \$59,848.00 for the replacement of two transformers at the Clean Water Plant.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

QUALITY SERVICE IMPACT:

Working with a quality electrical company assures that the transformers that are installed will function according to specifications required. This will ensure reliability to our wholesale customers and the City residents.

DISCUSSION:

In spring of 2018 it was noted that Clean Water Plant transformers 20 and 21 were both leaking oil from their cooling fins. These units transform electrical power from 4,160 volts to 480 volts, which is the voltage that our heavy equipment runs on. They are also dual-sided, which requires specialist knowledge to service safely and effectively. Due to the high degree of potential danger inherent with servicing this type of equipment, Buist Electric was hired to come on site, assess the situation, and make repairs. They proceeded to de-energize each transformer, remove any

remaining oil, remove all flaking metal, and apply a temporary epoxy patch to the bottom of the fins. However, we knew at the time that the repairs made were only a temporary solution to prevent the immediate leaking of oil onto the ground and the transformers from overheating (since they are oil-cooled).

As those repairs were only temporary, complete replacement of both transformers is still required. A request was made to three (3) electrical firms which we know are qualified to work on primary voltage transformers. The request was to provide us with a quote to de-energize and remove the existing faulty transformers 20 and 21, and to purchase, install, and re-energize complete new transformers. Each firm visited the site and met with plant staff to receive a clear understanding of the scope of the project.

One critical aspect of the scope was careful timing, since the removal of the existing transformers will cause a complete power loss to the RAS/WAS building. Therefore temporary power must be provided to keep this building in service. Another was the temporary disconnection of primary cables located at another transformer within the plant, which will enable de-energizing the damaged transformers.

Of the proposals received, only one firm, Parkway Electric, met the scope of the project completely. Of the other two firms, one provided a proposal for the installation of the transformers but would not, when requested, offer a cost for providing a generator. The proposal from the third firm also did not provide for a generator, and since their cost for removal and installation was already higher than Parkway Electric's, we did not ask them for an updated proposal that included temporary power generation. As shown on the attached proposal, Parkway Electric was able to meet the scope of the project at a total cost of \$59,848.00.

BUDGET IMPACT:

Sufficient funds exist in the Clean Water Plant Capital Outlay account #590-590-544.00-986.444.

ATTACHMENTS:

Parkway Quote
Wyoming Terms and Conditions
Parkway Insurance Form



10/16/2018

Tom Wilson
City of Wyoming
2350 Ivanrest Ave SW
Grandville, MI 49418
616-813-2136
TWilson@ci.wyoming.mi.us

Quote Number: 18WZ066 Rev.

Re: Replace Two 500KVA Transformers at Clean Water Plant

Dear Tom,

Thank you for the opportunity to provide City of Wyoming with this quote for Replace Two 500KVA Transformers at Clean Water Plant.

Scope of Work

- Remove two existing 500 kva transformers.
- Provide and install two new Square D 500 kva transformers.
- Install existing 600 amp Circuit breakers in new transformers.
- Provide Sky Track to remove and install transformers.
- Turn off 4,160 volt circuit breakers DS-F3 and DS-F8.
- Disconnect and reconnect of cables feeding T-20 & T-21 from T-19 Switch and make safe.
- Reconnect existing 4,160 volt cables, 480 volt wires and ground wires in new transformers.
- Test voltage of two new transformers.
- Return new transformers back into service.
- Provide temporary generator if selected.
- Electrical permit.

Any modifications to the scope of work listed above must be approved by Parkway, and a written change order completed before the requested work will be performed.

Customer Responsibilities

The customer will be responsible for the following:

- Startup of equipment when power is restored.



Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. No training is included in this proposal.
2. This proposal is based on all work being performed at a regular hourly rate, unless noted. If there is a need to accelerate the schedule, Parkway will provide a quote, with overtime, for the requested shortened schedule.
3. If additional start-up time is required (beyond that which is stated in the scope of work), it will be billed on a T&M basis.
4. We feel that the change out can be made in a single 8 to 10 hour day. Power would be interrupted twice for approximately 1 to 2 hours each. I included a quote if a generator would be wanted on site. This would be a 500 kw generator to run P building (RAS/WAS).
5. Transformers are the same as existing and would not require splicing of existing cables.
6. All changes by an authority having jurisdiction or authorization to do so will alter this proposal.
7. Any painting of electrical conduit, equipment, etc. will be done by others.
8. All concrete pads and/or housekeeping pads will be done by others.
9. No allowances are included in this proposal.

Pricing

Pricing for the services outlined in the above scope of work is shown below.

Quote Amount without a standby generator:\$55,799.00

Quote Amount with a standby generator:\$59,848.00

If paying via credit card a 3% processing fee will be added.

The quoted price includes sales, use excise or other similar taxes.

Quotation Terms & Conditions

This quotation is subject to the Parkway Electric & Communications LLC standard terms and conditions, and is valid for 30 days. For a complete listing of the Parkway standard terms and conditions, please refer to the "terms of sale" link located on our website at www.parkwayelectric.com



Milestone Payment Schedule

The project will be billed according to the milestone payment schedule outlined below:

- 25% with purchase order
- Monthly billing of labor & materials
- Last 10% upon delivery of final documentation

If you have any questions regarding this quotation, do not hesitate to contact me at 616-820-1119.

Customer Acceptance

Please reference 18WZ066 on any purchase orders generated from this quotation.

Accepted by

Date

Title

Thank you for the opportunity to provide City of Wyoming with this quotation.

Sincerely,

Greg Fowler

Project Manager / Estimator

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all contracts to which the City of Wyoming (the "City") is a party ("City Contracts") unless they are expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Contractor shall 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 and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

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

4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

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

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract 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 public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and all subcontractors are not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Contractor and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or 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.

9. **W-9.** Contractor and all its subcontractors shall, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).

10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual

property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Contractor shall remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and to cleanup and remove of all debris resulting from the work. All disposal will comply with applicable laws, rules and regulations and Contractor shall retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, any property damaged during or as a result of any work under the City Contract to a condition similar to and equal to that existing before such damage. If Contractor fails to make such repairs or restorations, the City may, after 48-hours' notice to Contractor, make such repairs or restorations, and deduct the cost the City incurs to do so from any amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the City Contract, and shall ensure any warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) the means and methods of the work and services provided under the City 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 City Contract. Contractor shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under or performance of the City Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City may incur 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 the City Contract.

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (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.</p>
<p>AUTOMOBILE LIABILITY INSURANCE</p> <p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>

<p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED</p> <p>If the City Contract is for more than \$ _____, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all City elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.</p>

Upon the City's request, Contractor will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, the items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Contractor under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

ACKNOWLEDGEMENT

Contractor acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Contractor complies with and will comply with them.



 [Signature]
 Doug Mitchell, COO

 [Printed Name and Title of Person Signing]
 Parkway Electric & Communications, LLC

 [Printed Name of Contractor]

Date signed: 10/24/18

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
WORKSTATIONS AND LAPTOPS

WHEREAS:

1. As detailed in the attached Staff Report it is recommend the City purchase forty-one workstations and fourteen laptops.
2. It is recommended the City Council authorize the purchase from Sehi Computer Products, Inc. in the total estimated amount of \$42,672.00 using Regional Education Media Centers Association (REMC) contract pricing.
3. Funds for the purchase are available in the Information Technology account number 101-258-25800-740200.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of workstations and laptops from Sehi Computer Products, Inc. in the total estimated amount of \$42,672.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

ATTACHMENTS:
Staff Report
Quotes (2)

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: November 6, 2018
SUBJECT: City Computer Hardware: Workstation/Laptop Purchase
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: November 19, 2018

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of (41) workstations and (14) laptops, which would cover normal replacement cycles for the remainder of the 2018/2019 budget year. The recommended vendor is Sehi computer products, Inc., in the amount of \$42,672.00

SUSTAINABILITY CRITERIA:

Environmental Quality – The workstations recommended for purchase are the latest in power-saving technology, at only 65 Watts. The Mini-PCs specified should result in utility power savings throughout the City where they are deployed.

Social Equity – Information Technology staff continues efforts toward standardizing and updating software and hardware on a regular basis. This normal upgrade process will continue to keep the City of Wyoming up-to-date, with the latest hardware, providing faster response times for employee computer-related tasks.

Economic Strength – Performing large, consistent computer hardware purchases is a benefit to the City, providing cost-effective and consistent hardware used throughout the City. Having consistent hardware reduces troubleshooting/technician time and downtime to the employee because of the familiarity of the product line.

DISCUSSION:

The City of Wyoming is currently on a normal, 5-year replacement cycle for computer workstations. This purchase will bring the City current for workstation and laptop replacements, for the remainder of the 2018/2019 budget year. In the past, purchases of HP equipment were executed through HP direct, but in quoting hardware, it was noted that Sehi, quoting under the REMC pricing contract, was lower than HP. After requesting quotes, Sehi was found to be the lowest for both Desktop Workstations and Laptops, they were selected as this Fiscal Year's equipment vendor.

BUDGET IMPACT:

Funding for the purchase of computer equipment and/or peripherals is budgeted and available from the following fund: Information Technology #101-258-25800-740.200.

End of Report

Quote for City of Wyoming
 Lisa Sunday
 REMC Pricing under #146014

HP Elite 840 Notebook Config

Items/description	Part no	Unit price	Qty	Ext price
HP EliteBook 840 G5 Notebook PC with i5-7300U (2.6GHz w/Turbo, 3MB L3 Cache) Processor, with Intel HD 620 Graphics	2FA62AV	\$998.00	1	\$998.00
Windows 10 Pro 64	2FB55AV#ABA			
Core i5 G7 Label	Y8C92AV			
eStar Module	X7B43AV			
SGX Permanent Disable OPT	X9H52AV			
No vPro AMT supported	X9H42AV			
14 " FHD (1920x1080) Anti-Glare LED UWVA 220 for HD Webcam slim	2FA82AV			
Integrated HD 720p TripleMic Webcam	2FB25AV			
8 GB (1x8GB) DDR4 2400	2FB08AV			
256 GB PCIe NVMe Value Solid State Drive	2FB17AV			
Dual Point Backlit spill-resistant Collaboration Keyboard	2FB41AV#ABA			
Intel 8265 802.11 a/b/g/n/ac 2x2 nvP +Bluetooth 4.2 WW with 2 Antennas	2FB27AV			
No Near Field Communication (No NFC)	2FA95AV			
No WWAN	2FB02AV			
No Fingerprint Sensor	2FA94AV			
65 Watt Smart nPFC Right Angle for Fast Charge AC Adapter	2FA47AV			
C5 1.0m Sticker Power Cord	2FB36AV#ABA			
Destination Country Kit Localization	2FB42AV#ABA			
3 Cell 50 WHr Long Life Battery	2FA49AV			
3/3/0 Warranty	2FB66AV#ABA			
Win10 Driver DVD	2FA93AV			
No SmartCard Reader	2FA96AV			

Quote for City of Wyoming
Lisa Sunday
REMC Pricing under #146014

HP Desktops Mini Configs

Items/description	Part no	Unit price	Qty	Ext price
Configurable-HP EliteDesk 800 G3 DM 65W Business PC Y3A18AV		\$698.00	1	\$698.00
*Intel® Q270 Chipset				
*No Second Hard Drive				
*None Selected				
*Intel® i219LM Gigabit Network Connection				
HP EliteDesk 800 G3 DM 65W Business PC	Y3A18AV			
Windows 10 Pro 64 - HP recommends Windows 10 Pro	Y3U63AV#ABA			
Desktop Mini VGA Port	Y3M02AV			
Intel Core i5-7500 3.4G 6M 2400 4C	Z6G34AV			
8GB (1x8GB) DDR4-2400 SODIMM	Y3A28AV			
256GB SSD PCIe	Y3M46AV			
HP USB Business Slim Keyboard	X0R96AV#ABA			
HP Optical USB Mouse	Y3M60AV			
HP 90W DM External Power Adapter	Y3A14AV			
Single unit (DM) Packaging	Y3M41AV			
3/3/3 DM Warranty	Y3M63AV#ABA			
HP EliteDesk 800 G3 Country Kit	Y3M67AV#ABA			
Intel 7th Generation Core i5 Label DM vPro	1CP51AV			

Items/description	Part no	Unit price	Qty	Ext price
Configurable-HP EliteDesk 800 G3 DM 65W Business PC Y3A18AV		\$787.00	1	\$787.00
*Intel® Q270 Chipset				
*No Second Hard Drive				
*None Selected				
*Intel® i219LM Gigabit Network Connection				
HP EliteDesk 800 G3 DM 65W Business PC	Y3A18AV			
Windows 10 Pro 64 - HP recommends Windows 10 Pro	Y3U63AV#ABA			
Desktop Mini VGA Port	Y3M02AV			
Intel Core i5-7500 3.4G 6M 2400 4C	Z6G34AV			
16GB (1x16GB) DDR4-2400 SODIMM	Y3A22AV			
256GB SSD PCIe	Y3M46AV			
HP USB Business Slim Keyboard	X0R96AV#ABA			
HP Optical USB Mouse	Y3M60AV			
HP 90W DM External Power Adapter	Y3A14AV			
Single unit (DM) Packaging	Y3M41AV			
3/3/3 DM Warranty	Y3M63AV#ABA			
HP EliteDesk 800 G3 Country Kit	Y3M67AV#ABA			
Intel 7th Generation Core i5 Label DM vPro	1CP51AV			

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Gravel & Blast Furnace Slag	Verplank Trucking Co.	Bid prices as shown on the attached staff report
Gate Valves	Etna Supply	Bid prices as shown on the attached staff report
Extrication Equipment	Michigan Rescue Resources, LLC	Bid prices as shown on the attached staff report
Stabilization Equipment	Apollo Fire Equipment	
Rope Rescue Equipment	Douglas Safety Systems, LLC	Bid prices as shown on the attached tabulation sheet

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 19, 2018.

ATTACHMENTS:
Staff Reports
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: November 13, 2018

SUBJECT: Bid Award - Gravel and Blast Furnace Slag

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: November 19, 2018

RECOMMENDATION

It is recommended that the City Council award the bid for road gravel for one year at a unit price of \$11.00 per ton and blast furnace slag at a unit price of \$15.50 per ton to the low bidder, Verplank Trucking Co.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of road gravel and blast furnace slag, made from materials that are recycled and able to be recycled, reduces the consumption of natural resources and the dumping of concrete and other materials in landfills.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of road gravel and blast furnace slag allows the Public Works Department to provide high quality street and utility repairs. The high quality street and utility repairs allow the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

On Tuesday, October 23, 2018, the City received three bids for road gravel and two bids for blast furnace slag. Fifty-three invitations to bid were sent to prospective bidders. Verplank Trucking Co. submitted the low bid of \$11.00 per ton for road gravel and \$15.50 per ton for blast furnace slag.

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

The City uses approximately 2,500 tons of road gravel and 1,500 tons of blast furnace slag each year for street and utility repairs. The Public Works Department is anticipating an estimated yearly total of \$27,500 for road gravel and \$23,250 for blast furnace slag. The unit price for road gravel is an increase of 8% from last year's bid. The unit price for blast furnace slag is an increase of 7% from last year's bid.

BUDGET IMPACT

Sufficient funds are available in the sewer and water maintenance accounts, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

Bidder	Road Gravel, 22-A M.D.O.T. (Per Ton)	Total for Annual Estimated Quantity (2500 tons)	Blast Furnace Slag, 22-A, M.D.O.T. (Per Ton)	Total for Annual Estimated Quantity (1500 tons)
Verplank Trucking Co.	\$ 11.00	\$ 27,500.00	\$ 15.50	\$ 23,250.00
MarJo Construction Services, Inc.	\$ 11.65	\$ 29,125.00		\$ -
Green Dream International LLC	\$ 14.58	\$ 36,450.00	\$ 17.82	\$ 26,730.00

STAFF REPORT

DATE: November 13, 2018

SUBJECT: Bid Award – Gate Valves

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: November 19, 2018

RECOMMENDATION

It is recommended that the City Council award the bid for gate valves to the low bidder, Etna Supply, for one year at the unit prices as indicated in the attached bid tabulation.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The replacement of leaking gate valves reduces the amount of treated drinking water that is negligently released into the environment and conserves the resources needed to make drinking water.

Social Equity

Utility repairs are provided throughout the City without regard to income level or socio-economic status.

Economic Strength

The use of gate valves allows the Public Works Department to provide high quality utility repairs. Proper maintenance of the City's infrastructure reduces the need to replace existing water mains and sustains public and private property values.

DISCUSSION

On Tuesday, October 30, 2018, the City received four bids for gate valves. Fifty-seven invitations to bid were sent to prospective bidders. As indicated on the attached bid tabulation, Etna Supply provided the low bid.

The Public Works Department utilizes gate valves when installing any new water main and for replacing damaged or broken valves throughout the City of Wyoming.

The Public Works Department is anticipating an estimated yearly total of \$10,000 for valves. The total estimated price is an increase of 5% from last year's bid.

BUDGET IMPACT

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

BID TABULATION

Item Description	Estimated Quantity	EJ USA		Elna Supply		Ferguson Waterworks		Core & Main	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 494.82	\$ 5,937.84	\$ 489.00	\$ 5,868.00	\$ 500.59	\$ 6,007.08	\$ 558.28	\$ 6,699.36
8" (Open Right/Left)	6	\$ 796.73	\$ 4,780.38	\$ 789.00	\$ 4,734.00	\$ 777.92	\$ 4,667.52	\$ 881.85	\$ 5,291.10
12" (Open Right/Left)	0	\$ 1,572.03	\$ -	\$ 1,499.00	\$ -	\$ 1,534.90	\$ -	\$ 1,734.70	\$ -
Brand Bid:		East Jordan		AFC - American FlowControl		East Jordan Iron Works		Valves - EJ / MegALug - EBAA	

STAFF REPORT

Date: November 6, 2018

Subject: FEMA AFG Grant Bid Acceptance: Extrication and Stabilization Equipment

From: Assistant Deputy Director of Fire Services Dennis Van Tassell

Meeting Date: November 19, 2018

RECOMMENDATION:

It is recommended that the City Council accept MI Rescue Resources LLC's bid for vehicle extrication equipment, and Apollo Fire Equipment's bid for stabilization equipment. The bids correspond to the acceptance of the FEMA AFG grant for fire-fighting equipment.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The Wyoming Fire Department is an all hazards response fire department. This recommendation will provide equipment that shall ensure that the department is able to respond to varying types of emergencies with equipment that ensures National Fire Protection Association (NFPA) compliance. The variety of equipment includes necessary equipment to conduct awareness and operational level response for automobile extrication, workplace accidents, confined space events, structural collapse incidents, and trench rescue events.

Economic Strength: The Wyoming Department of Public Safety Fire Bureau is committed to providing excellent customer service. This additional equipment will be purchased by utilizing AFG grant funding that was granted through a Federal funding source (FEMA). The City of Wyoming is responsible to match 10% of the money granted. The grant money received through FEMA totals \$138,573.00. The City of Wyoming must match \$13,857.00 to receive total funding. The total grant process is \$152,430.00.

DISCUSSION:

In 2017 the City of Wyoming Public Safety Department Fire Bureau wrote a grant to purchase equipment that ensures that when the department responds to all hazards, it is utilizing NFPA compliant equipment. The grant was written following National Fire Protection Agency (NFPA) standards that were created for specialized response criteria. The equipment that will be purchased is hard equipment that will have a multi-year life-span. The equipment will be capable of being utilized the entire lifetime of the Heavy Rescue apparatus that was purchased for this specific response parameter in 2017.

Extrication and Stabilization Equipment is vital equipment utilized to support the mission of the Wyoming Department of Public Safety Fire Bureau. A single bid was received for extrication equipment from MI Rescue Resources LLC October 25, 2018. A single bid was received for stabilization equipment from Apollo Fire Equipment October 25, 2018.

BUDGET IMPACT:

The Department of Public Safety’s Fire Service applied for and received a grant through the Federal Emergency Management Association’s (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$138,573.00. The City of Wyoming will provide matching funds in the amount of \$13,857.00. The grant will be used to obtain critically needed resources to equip and train emergency personnel with equipment that allows the department to meet National Fire Protection Association Standards when responding to emergency events, enhance operational efficiencies, foster interoperability, and support community resilience. Budgeted funds will be transferred from the current budget in account number 101-337-33800-975.000 Fire – Buildings – Capital Outlay for the 10% matching funds.

Michigan Rescue Resources LLC			
	Each Price	Estimated Quantity to be Purchased	Total Bid Price for Estimated Quantity
LOW PRESSURE EQUIPMENT			
Battery Powered Hydraulic Cutters	\$10,462.00	1	\$10,462.00
Battery Powered Hydraulic Spreader	\$10,255.50	1	\$10,255.50
Battery Powered Hydraulic Ram	\$7,915.50	1	\$7,915.50
Stabilization/Strut Kits	\$2,160.00	2	\$4,320.00
Angled V Head for Ram Threaded	\$425.00	1	\$425.00
Angled V Head for Ram Slip Fit	\$425.00	1	\$425.00
12” Extension for Ram	\$460.00	1	\$460.00
Shipping			\$300.00
TOTAL			\$34,563.50

Apollo Fire Equipment			
	Each Price	Estimated Quantity to be Purchased	Total Bid Price for Estimated Quantity
LOW PRESSURE EQUIPMENT			
Rescue Air Cushion System #1	\$6,700.00	1	\$6,700.00
Rescue Air Cushion System #2	\$9,060.00	1	\$9,060.00
Rescue Air Cushion System #3	\$7,490	1	\$7,490.00
HIGH PRESSURE EQUIPMENT			
Air Lifting Bag, 1 U.S. Tons	\$355.00	2	\$710.00
Air Lifting Bag, 8 U.S. Tons	\$690.00	2	\$1,380.00
Air Lifting Bag, 12 U.S. Tons	\$735.00	2	\$1,470.00
Air Lifting Bag, 19 U.S. Tons	\$855.00	2	\$1,710.00
Air Lifting Bag, 25 U.S. Tons	\$1,070.00	2	\$2,140.00
Air Lifting Bag, 39 U.S. Tons	\$1,370.00	2	\$2,740.00
Air Lifting Bag, 52 U.S. Tons	\$1,885.00	2	\$3,770.00
Dual Deadman Controller	\$665.00	2	\$1,330.00
Pressure Regulator 5,500-200 psi (379.2-13.8 bar)	\$575.00	2	\$1,150.00
TOTAL			\$39,650.00

STAFF REPORT

Date: November 6, 2018

Subject: FEMA AFG Grant Bid Acceptance: Rope Rescue Equipment

From: Assistant Deputy Director of Fire Services Dennis Van Tassell

Meeting Date: November 19, 2018

RECOMMENDATION:

It is recommended that the City Council accept Douglas Safety Systems LLC's bid for rope rescue equipment. The bids correspond to the acceptance of the FEMA AFG grant for equipment.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The Wyoming Fire Department is an all hazards response fire department. This recommendation will provide equipment that shall ensure that the department is able to respond to varying types of emergencies with equipment that ensures National Fire Protection Association (NFPA) compliance. The variety of equipment includes necessary equipment to conduct awareness and operational level response for workplace accidents, confined space events, structural collapse incidents, water rescue incidents, and trench rescue events.

Economic Strength: The Wyoming Department of Public Safety Fire Bureau is committed to providing excellent customer service. This additional equipment will be purchased by utilizing AFG grant funding that was granted through a Federal funding source (FEMA). The City of Wyoming is responsible to match 10% of the money granted. The grant money received through FEMA totals \$138,573.00. The City of Wyoming must match \$13,857.00 to receive total funding. The total grant process is \$152,430.00.

DISCUSSION:

In 2017 the City of Wyoming Public Safety Department Fire Bureau wrote a grant to purchase equipment that ensures that when the department responds to all hazards, it is utilizing NFPA compliant equipment. The grant was written following National Fire Protection Agency (NFPA) standards that were created for specialized response criteria. The equipment that will be purchased is hard equipment that will have a multi-year life-span. The equipment will be capable of being utilized the entire lifetime of the Heavy Rescue apparatus that was purchased for this specific response parameter in 2017.

Rope Rescue Equipment is vital equipment utilized to support the mission of the Wyoming Department of Public Safety Fire Bureau. Multiple bids were received for rope rescue equipment. Douglas Safety Systems LLC was chosen due to quality of bid equipment and total bid pricing.

BUDGET IMPACT:

The Department of Public Safety's Fire Service applied for and received a grant through the Federal Emergency Management Association's (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$138,573.00. The City of Wyoming will provide matching funds in the amount of \$13,857.00. The grant will be used to obtain critically needed resources to equip and train emergency personnel with equipment that allows the department to meet National Fire Protection Association Standards when responding to emergency events, enhance operational efficiencies, foster interoperability, and support community resilience. Budgeted funds will be transferred from the current budget in account number 101-337-33800-975.000 Fire – Buildings – Capital Outlay for the 10% matching funds.

Attachment: Tabulation Sheet.

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON ROPE RESCUE EQUIPMENT

Opened By City Clerk On October 30, 2018 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

		Douglass Safety Systems,		More Inc.		Fire Equipment Associates Inc.		TechnicalRescue.com.,		Apollo Fire Equipment Co.		
	Est. Qty. to be Purchased	Each Price	Total Bid Price for Est. Qty.	Each Price	Total Bid Price for Est. Qty.	Each Price		Total Bid Price for Est. Qty.	Each Price	Total Bid Price for Est. Qty.	Each Price	Total Bid Price for Est. Qty.
200' of 1/2" High Tenacity Polyester Rescue Rope	4	\$ 159.67	\$ 638.68	\$ 183.23	\$ 732.92	\$ 180.00	White	\$ 720.00	\$ 204.87	\$ 819.48	\$ 158.99	\$ 635.96
						\$ 201.00	Color	\$ 804.00				
Medium Rope Bag for 200' of rope	4	\$ 35.73	\$ 142.92	\$ 25.33	\$ 101.32	\$ 27.99		\$ 111.96	\$ 35.04	\$ 140.14	\$ 27.99	\$ 111.96
Double Prusik Minding Pulley 2"	4	\$ 67.31	\$ 269.24	\$ 76.74	\$ 306.96	\$ 91.00		\$ 364.00	\$ 73.55	\$ 294.20	\$ 79.99	\$ 319.96
Single Prusik Minding Pulley 2"	6	\$ 43.05	\$ 258.30	\$ 49.17	\$ 295.02	\$ 58.00		\$ 348.00	\$ 55.13	\$ 330.75	\$ 43.99	\$ 263.94
Stainless Carabineer Auto Locking rated at 41kn	25	\$ 38.89	\$ 972.25	\$ 29.80	\$ 745.00	\$ 51.00		\$ 1,275.00	\$ 46.65	\$ 1,166.20	\$ 56.99	\$ 1,424.75
Aluminum Carabineer Auto Locking rated at 29kn	10	\$ 19.45	\$ 194.50	\$ 14.90	\$ 149.00	\$ 48.00		\$ 480.00	\$ 43.32	\$ 433.16	\$ 20.99	\$ 209.90
Flat nylon webbing rope rescue anchor straps	6	\$ 23.40	\$ 140.40	\$ 37.25	\$ 223.50	\$ 22.50	3 Ft.	\$ 135.00	\$ 47.48	\$ 284.89	\$ 14.99	\$ 89.94
						\$ 25.00	6 Ft.	\$ 150.00				
Large Descender rated for rescue with Anti-Panic device	2	\$ 167.46	\$ 334.92	\$ 201.11	\$ 402.22	\$ 230.00		\$ 460.00	\$ 224.86	\$ 449.72	\$ 166.99	\$ 333.98
Mobile Fall Arrester that connects to a lanyard	3	\$ 218.72	\$ 656.16	\$ 178.76	\$ 536.28	\$ 250.00		\$ 750.00	\$ 199.87	\$ 599.61	\$ 281.99	\$ 845.97
40cm lanyard with Energy Absorber for Fall Arrester	3	\$ 45.53	\$ 136.59	\$ 37.21	\$ 111.63	\$ 42.00		\$ 126.00	\$ 41.60	\$ 124.80	\$ 57.49	\$ 172.47
Rigging Plate, Pentaplate	1	\$ 46.67	\$ 46.67	\$ 35.76	\$ 35.76	\$ 48.00		\$ 48.00	\$ 45.77	\$ 45.77	\$ 79.99	\$ 79.99
Rescucender	2	\$ 81.99	\$ 163.98	\$ 67.01	\$ 134.02	\$ 76.00		\$ 152.00	\$ 74.92	\$ 149.84	\$ 93.99	\$ 187.98
4:1 mini Edge management pulley set (NFPA rated)	6	\$ 328.12	\$ 1,968.72	\$ 335.21	\$ 2,011.26	\$ 310.00		\$ 1,860.00	\$ 374.80	\$ 2,248.81	\$ 287.99	\$ 1,727.94
Rope Edge Roller with Aluminum frame	1	\$ 127.62	\$ 127.62	\$ 111.71	\$ 111.71	\$ 86.00		\$ 86.00	\$ 159.99	\$ 159.99	\$ 159.99	\$ 159.99
Rescue Litter Harness	1	\$ 114.86	\$ 114.86	\$ 139.26	\$ 139.26	\$ 160.00		\$ 160.00	\$ 112.46	\$ 112.46	\$ 154.99	\$ 154.99
8mm Bound loop Prusik 22"	12	\$ 10.87	\$ 130.44	\$ 8.57	\$ 102.84	\$ 10.00		\$ 120.00	\$ 10.78	\$ 129.36	\$ 9.99	\$ 119.88
Tubular Webbing 200'	1	\$ 76.00	\$ 76.00	\$ 66.89	\$ 66.89	\$ 120.00		\$ 120.00	\$ 72.52	\$ 72.52	\$ 79.99	\$ 79.99
Edge Protection, Canvas Large	4	\$ 31.27	\$ 125.08	\$ 38.74	\$ 154.96	\$ 35.75		\$ 143.00	\$ 35.72	\$ 142.88	\$ 43.99	\$ 175.96
Rescue /Rope Access Class 3 Harness	6	\$ 218.73	\$ 1,312.38	\$ 320.31	\$ 1,921.86	\$ 270.00		\$ 1,620.00	\$ 333.15	\$ 1,998.91	\$ 421.99	\$ 2,531.94
Rope Rescue Helmet	6	\$ 43.71	\$ 262.26	\$ 89.36	\$ 536.16	\$ 69.00		\$ 414.00	\$ 99.91	\$ 599.47	\$ 130.00	\$ 780.00
Rope Rescue Gloves	6	\$ 24.49	\$ 146.94	\$ 31.29	\$ 187.74	\$ 32.00		\$ 192.00	\$ 33.27	\$ 199.63	\$ 19.49	\$ 116.94
Eye Protection	6	\$ 5.00	\$ 30.00	\$ 37.80	\$ 226.80	\$ 15.00		\$ 90.00	\$ 49.93	\$ 299.59	\$ 56.99	\$ 341.94
Spinal Immobilizing victim rescue harness	1	\$ 981.05	\$ 981.05	\$ 1,462.50	\$ 1,462.50	\$ 775.00		\$ 775.00	\$ 953.39	\$ 953.39	\$ 1,770.00	\$ 1,770.00
Multipurpose Device (Pulley/E	2	\$ 911.55	\$ 1,823.10	\$ 665.92	\$ 1,331.84	\$ 685.00		\$ 1,370.00	\$ 657.24	\$ 1,314.47	\$ 735.99	\$ 1,471.98
Stainless Rescure Litter	1	\$ 1,003.00	\$ 1,003.00	\$ 700.00	\$ 700.00	\$ 1,145.00		\$ 1,145.00	\$ 661.50	\$ 661.50	\$ 943.99	\$ 943.99

ORDINANCE NO. 18-18

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE CITY OF
WYOMING BY ADDING SUBSECTION (118) TO CONDITIONALLY REZONE
5281 WILSON AVE SW FROM RO-1 TO R-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (118) to read as follows:

- (118) To conditionally rezone the following described property at 5281 Wilson Ave SW from RO-1 (Restricted Office) to R-4 Residential, subject to the terms and conditions of the Conditional Rezoning Contract dated as of November 19, 2018, between the City of Wyoming and Ellipsis Real Estate Partners, LLC, a copy of which is attached as Exhibit A.

SITUATED IN SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, AND BEING PART OF THE LANDS CONVEYED TO JVB-WILSON LLC, AS RECORDED IN LIBER 6470, PAGE 1069 (ALL REFERENCES TO RECORDED DOCUMENTS ARE ON FILE AT THE KENT COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND RAPIDS MICHIGAN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND **CONCRETE MONUMENT** WITH A BRASS DISK AT THE NORTHEAST CORNER OF SECTION 31, AND BEING THE INTERSECTION OF THE CENTERLINE OF 52ND STREET AND WILSON AVENUE; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND ALONG THE NORTH LINE OF SAID SECTION 31, NORTH 87°43'47" WEST, A DISTANCE OF 262.20 FEET TO A SET MAG NAIL AND BEING THE **POINT OF BEGINNING**; THENCE LEAVING SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, AND CONTINUING IN PART ALONG THE WEST LINE OF THE LANDS OF NATIONAL CITY BANK, **SOUTH 00°09'22" WEST**, A DISTANCE OF **219.52 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 33.02 FEET) TO A SET **5/8" IRON PIN** WITH A CESO CAP; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NATIONAL CITY BANK PARCEL, **SOUTH 89°52'28" EAST**, A DISTANCE OF **211.93 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE WEST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED WILSON AVENUE, AS RECORDED IN INSTRUMENT NUMBER 20060125-0009680 & 20060125-0009681; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF WILSON AVENUE, **SOUTH 00°10'43" WEST**, A DISTANCE OF **528.23 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED MBN 52453 ON THE NORTHEASTERLY CORNER OF THE LANDS OF GRAND RIVER BANK (BEING THE EXISTING TRI-UNITY CHRISTIAN SCHOOL PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 201701270007953; THENCE ALONG THE LINE OF SAID GRAND RIVER BANK, THE FOLLOWING THREE (3) COURSES; **1. SOUTH 70°20'17" WEST**, A DISTANCE OF **330.69 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **2. NORTH**

31°48'15" WEST, A DISTANCE OF 333.31 FEET TO A FOUND 1/2" IRON PIN WITH A CAP STAMPED M&B 16048; 3. NORTH 87°46'08" WEST, A DISTANCE OF 30.04 FEET TO A SET 5/8" IRON PIN WITH A CESO CAP ON THE SOUTHEAST CORNER OF LOT 53 OF SOUTH RIVERTOWN, AS RECORDED IN LIBER 116, PAGE 17; THENCE ALONG THE EAST LINE OF SAID LOT 53, NORTH 02°13'52" EAST, A DISTANCE OF 127.00 FEET TO A FOUND 1/2" IRON PIN WITH NO CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF QUEST DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF QUEST DRIVE THE FOLLOWING THREE (3) COURSES; 1. SOUTH 87°46'08" EAST, A DISTANCE OF 10.44 FEET TO A SET 5/8" IRON PIN WITH A CESO CAP; 2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 287.45 FEET, AN ARC LENGTH OF 287.45 FEET AND SUBTENDED BY A CHORD BEARING NORTH 47°13'52" EAST, A DISTANCE OF 258.80 FEET TO A SET 5/8" IRON PIN WITH A CESO CAP; 3. NORTH 02°13'52" EAST, A DISTANCE OF 276.64 FEET (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 243.64 FEET) TO A SET MAG NAIL ON THE AFOREMENTIONED CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, SOUTH 87°43'47" EAST, A DISTANCE OF 91.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.001 TOTAL ACRES (INCLUDING 0.070 ACRES WITHIN THE RIGHT-OF-WAY OF 52ND STREET).

Section 2. This ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 18-18

Exhibit A

CONDITIONAL REZONING CONTRACT

This Conditional Rezoning Contract is made as of November __, 201_, between the City of Wyoming, Michigan, a Michigan municipal corporation with offices located at 1155 28th Street SW, Wyoming, MI 49509-0905 (the "City"), and Ellipsis Real Estate Partners LLC, an Indiana limited liability company, whose address is 1 S. Rangeline Road, Ste 310, Carmel, IN 46032 ("Ellipsis").

RECITALS

A. Ellipsis has an interest in the following described real property located at 5281 Wilson Avenue SW in the City, PP# 41-17-31-227-020 (the "**Property**") that it wishes to develop as a memory care center or assisted living facility (the "**Desired Use**").

SITUATED IN SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, AND BEING PART OF THE LANDS CONVEYED TO JVB-WILSON LLC, AS RECORDED IN LIBER 6470, PAGE 1069 (ALL REFERENCES TO RECORDED DOCUMENTS ARE ON FILE AT THE KENT COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND RAPIDS MICHIGAN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND **CONCRETE MONUMENT** WITH A BRASS DISK AT THE NORTHEAST CORNER OF SECTION 31, AND BEING THE INTERSECTION OF THE CENTERLINE OF 52ND STREET AND WILSON AVENUE; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND ALONG THE NORTH LINE OF SAID SECTION 31, NORTH 87°43'47" WEST, A DISTANCE OF 262.20 FEET TO A SET MAG NAIL AND BEING THE **POINT OF BEGINNING**; THENCE LEAVING SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, AND CONTINUING IN PART ALONG THE WEST LINE OF THE LANDS OF NATIONAL CITY BANK, **SOUTH 00°09'22" WEST**, A DISTANCE OF **219.52 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 33.02 FEET) TO A SET **5/8" IRON PIN** WITH A CESO CAP; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NATIONAL CITY BANK PARCEL, **SOUTH 89°52'28" EAST**, A DISTANCE OF **211.93 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE WEST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED WILSON AVENUE, AS RECORDED IN INSTRUMENT NUMBER 20060125-0009680 & 20060125-0009681; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF WILSON AVENUE, **SOUTH 00°10'43" WEST**, A DISTANCE OF **528.23 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED MBN 52453 ON THE NORTHEASTERLY CORNER OF THE LANDS OF GRAND RIVER BANK (BEING THE EXISTING TRI-UNITY CHRISTIAN SCHOOL PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 201701270007953; THENCE ALONG THE LINE OF SAID GRAND RIVER BANK, THE FOLLOWING THREE (3) COURSES; **1. SOUTH 70°20'17" WEST**, A DISTANCE OF **330.69 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **2. NORTH 31°48'15" WEST**, A DISTANCE OF **333.31 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **3. NORTH 87°46'08" WEST**, A DISTANCE OF **30.04 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE SOUTHEAST CORNER OF LOT 53 OF SOUTH RIVERTOWN, AS RECORDED IN LIBER 116, PAGE 17; THENCE ALONG THE EAST LINE OF SAID LOT 53, **NORTH 02°13'52" EAST**, A DISTANCE OF **127.00 FEET** TO A FOUND **1/2" IRON PIN** WITH NO CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF QUEST DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF QUEST DRIVE THE FOLLOWING THREE (3) COURSES; **1. SOUTH 87°46'08" EAST**, A DISTANCE OF **10.44 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **2. ALONG A TANGENT CURVE TO THE LEFT**, HAVING A RADIUS OF 287.45 FEET, AN ARC LENGTH OF 287.45 FEET AND SUBTENDED BY A CHORD BEARING **NORTH 47°13'52" EAST**, A DISTANCE OF **258.80 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **3. NORTH 02°13'52" EAST**, A DISTANCE OF **276.64 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 243.64 FEET) TO A SET **MAG NAIL** ON THE AFOREMENTIONED CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, **SOUTH 87°43'47" EAST**, A DISTANCE OF **91.34 FEET** TO THE **POINT OF BEGINNING**.

CONTAINING 6.001 TOTAL ACRES (INCLUDING 0.070 ACRES WITHIN THE RIGHT-OF-WAY OF 52ND STREET).

B. Under the City's zoning ordinance, *i.e.*, Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (the "**Zoning Ordinance**"), the Desired Use is not allowed in the RO-1 Restricted Office zoning district in which the Property is currently located so, about September 12, 2018, Ellipsis applied to the City to rezone the Property to the R-4 Residential zoning district but voluntarily offered certain conditions (stated in section 1 below) and a conceptual site plan a copy of which is attached as **Exhibit A** (the "**Conceptual Plan**") to the proposed rezoning to ensure the Property as developed will be compatible with adjacent and nearby uses.

C. In accordance with section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3405, following a duly noticed public hearing, the City's Planning Commission recommended the conditional rezoning of the Property on October 16, 2018 and the City Council approved the rezoning of the Property to the R-4 zoning district subject to the conditions and other terms stated in this Contract by Ordinance No. _____ adopted on _____, 2018 (the "**Rezoning**").

TERMS AND CONDITIONS

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

1. Rezoning Conditions. Ellipsis offered the following conditions to the Rezoning and the City Council by approving the Rezoning and this Contract has accepted and conditioned the Rezoning on compliance with the following conditions (the "**Rezoning Conditions**"):

A. Use of the Property is limited to use as either a memory care center or assisted living facility constructed generally in accordance with the Conceptual Plan as it may be revised during the site plan approval. This limitation on use will expire two (2) years after the commencement of use of the Property as a memory care center or assisted living facility. Regardless of the expiration of the limitation in the preceding sentences, the following uses of the Property shall continue to be prohibited unless and until the City Council of the City agrees by resolution following a public hearing to release this prohibition: (i) single family detached dwellings; (ii) mobile homes; (iii) two-family dwellings; and, (iv) multiple family dwellings, including apartments, townhouses, and row houses.

B. Ellipsis shall acquire title to the Property no later than June 15, 2019.

C. Ellipsis shall obtain a building permit for the commencement of construction of a memory care or assisted living development consistent with the Conceptual Plan, as it may be revised during site plan approval by the City, and begin construction (*i.e.*, begin site preparation) no later than December 31, 2019.

2. Noncompliance Consequences and Remedies.

A. A violation of any the Rezoning Conditions will constitute a violation of the Zoning Ordinance and may be addressed in any manner allowed for any other violation of the Zoning Ordinance. Unless a suspected violation may be an imminent threat to the public health, safety or general welfare, or unless there have been repeated violations at the subject property, it has been the City's practice for City officials to notify property owners and occupants of a suspected violation of the Zoning Ordinance and provide property owners and occupants an opportunity to cure that violation before undertaking any other enforcement actions. The City does not have a current intention to alter that practice.

B. If either a court of competent jurisdiction or, the City Council, after notice to the owner of the Property and an opportunity for the owner of the Property to address the alleged violations in writing and in person to the City Council before the City Council makes its determination, determine that a violation of the Rezoning Conditions occurred, the City Council may by resolution determine the zoning of the Property shall revert to the RO-1 Restricted Office zoning district.

3. Term.

A. This Contract shall take effect upon the effective date of the Rezoning.

B. Unless otherwise released by either by rezoning to the RO-1 Restricted Office zoning district or by a recorded release approved by a resolution of the City Council of the City, this Contract shall be

perpetually in effect, running with the land. However, nothing in this Contract precludes the City from rezoning the Property in accordance with the processes provided by state law and the Zoning Ordinance.

C. This Contract may be amended only if that amendment is approved by the City Council following a recommendation of the City Planning Commission. Minor extensions to the time limitations for completion of Rezoning Conditions B and C shall be granted upon a showing of reasonable cause. No public hearing shall be required to amend or terminate this Contract.

D. This Contract may be terminated upon delivery of written notice to the City by the current owner of the Property, JVB-Wilson LLC, before the date upon which Ellipsis acquires title to the Property.

4. General Provisions.

A. Any notice, request or other communication given pursuant to this Contract to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by and construed in accordance with the laws of the state of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

F. This Contract is binding upon the parties, on all succeeding owners and occupants of the Property, and on any successors and assigns of the City.

G. This Contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of either party in the exercise of any right or remedy shall operate to waive that right or any other right and a waiver of a right or remedy on any one occasion shall not bar or waive that right or remedy for a subsequent breach of the same or any other provision of this Contract.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this Contract shall be recorded with the Kent County Register of Deeds.

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

[SIGNATURES ON NEXT PAGE.]

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney
ELLIPSIS REAL ESTATE PARTNERS LLC

By: _____
Doug Pederson, SVP of Real Estate Development

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2018, Jack A. Poll and Kelli A. Vandenberg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

*
Notary public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

STATE OF _____
COUNTY OF _____

On _____, 2018, _____, known to me as the managing member of Ellipsis Real Estate Partners LLC, acknowledged his signature before me.

*
Notary public, _____ County, __
Acting in _____ County, __
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Attachments:

Exhibit A – Conceptual Site Plan

October 26, 2018

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to conditionally rezone 6.001 acres from RO-1, Restricted Office to R-4 Low Density Multiple Family Residential. The property is located at 5281 Wilson Avenue. (Section 31) (Ellipsis Real Estate Partners LLC)

Recommendation: To approve the subject conditional rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 16, 2018. A motion was made by Smart, supported by Arnoys, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 2, 2018. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some background and other pertinent information.

The subject property is owned by Ellipsis Real Estate Partners LLC. The applicant wishes to rezone and purchase the land to build a memory care facility, a use not permitted under the current zoning. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed a conditional rezoning contract with use, design, and time restrictions intended to prevent development not compatible with this site from occurring. Specifically, the contract limits the use of the subject property to memory care or assisted living facilities and specifies that Ellipsis must purchase the property no later than June 15, 2019 or the property may revert to the RO-1 zoning. A full list of the conditions contained in the proposed contract can be found under "Terms and Conditions" in the attached Conditional Rezoning Contract dated October 2, 2018.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

As part of the request, the applicant also submitted conceptual site plans to illustrate the buildout of a memory care facility. If the conditional rezoning is approved by City Council, a detailed site plan meeting all ordinance requirements would need to be submitted to the Planning Commission for approval prior to any development.

During the Planning Commission meeting two residents spoke during the public hearing. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,

Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

middle of the lot. The plan shows the lot width measurement in terms of where a house would be placed. He could add the 91.99 feet width dimension to the plan.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to Rezone from RO-1, Restricted Office to R-4 Low Density Multiple Family Residential. The property is located at 5281 Wilson Avenue. (Section 31) (Ellipsis Development)

Hofert described the location, existing land use and current zoning around the area. The R-4 District is primarily a low density multi-family residential district that includes private educational facilities, convalescent and nursing homes, and foster care group homes as well as similar uses. It also, through special approval, permits medical clinics, medical office complexes, dental clinics and community centers. In order to minimize potential nuisances and land use conflicts, the applicant is proposing a conditional rezoning. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed to rezone the property from an RO-1 Restricted Office to an R-4 Residential district to allow the development of a memory care facility. The developer has voluntarily offered to restrict the use of this property to anything other than for a memory care or assisted living development consistent with the conceptual plan dated September 12, 2018. In addition to restricting the use of the site, the applicant is proposing to place a time limit on acquiring the title to the property and procuring a building permit and that failure to comply with any of the conditions of the voluntary offer would cause the property to revert to its current zoning designation of RO-1.

Comments:

1. Unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:
 - a. *Consistency with the adopted master plan;*
The City's Master Plan was last updated in 2006. Much has changed in the City during the intervening 12 years. While the subject property was identified for restricted office use, this use does permit the development of medical offices including clinics. The development of this site as a memory care facility, while more complex than a clinic or medical office building, is nominally divergent and only slightly more use intensive than the original RO-1 district.

Nate Forrester, 5218 Quest Drive, said his house is directly behind the school. He asked the location of the drive access. He was concerned about lights shining into their homes from the parking lot and a possible decrease in property values.

Kraig Pawson, 5290 Quest Drive, was concerned about the possibility of patients wandering off and the close proximity of the school.

Chair Spencer closed the public hearing.

Petitioner Robert Matko, CESO, Inc., 13060 US-27, DeWitt, MI, noted this will be a single story building. The building will be very attractive and will enhance the neighborhood. The existing curb cut will be used.

Motion by Smart, supported by Arnoys, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 2, 2018. Discussion followed.

City Attorney Smith indicated the use of the property stated in the conditional rezoning contract is either a memory care facility or assisted living facility. Hofert displayed the conceptual site plan. Bueche pointed out the legal description in the rezoning contract does not match the site plan. Smith said the legal description would be verified prior to being forwarded to the City Council.

Goodheart asked if there was something signed by the property owner stating they agree with the rezoning contract. Hofert said the current property owner has been working with the developer. The rezoning is subject to the contract. Goodheart asked, regarding the conceptual site plan, has storm water been addressed. Oonk mentioned the storm basin is large, but storm water will be studied in further detail during site plan review. The petitioner indicated there is also a low spot in the north corner of the site for drainage.

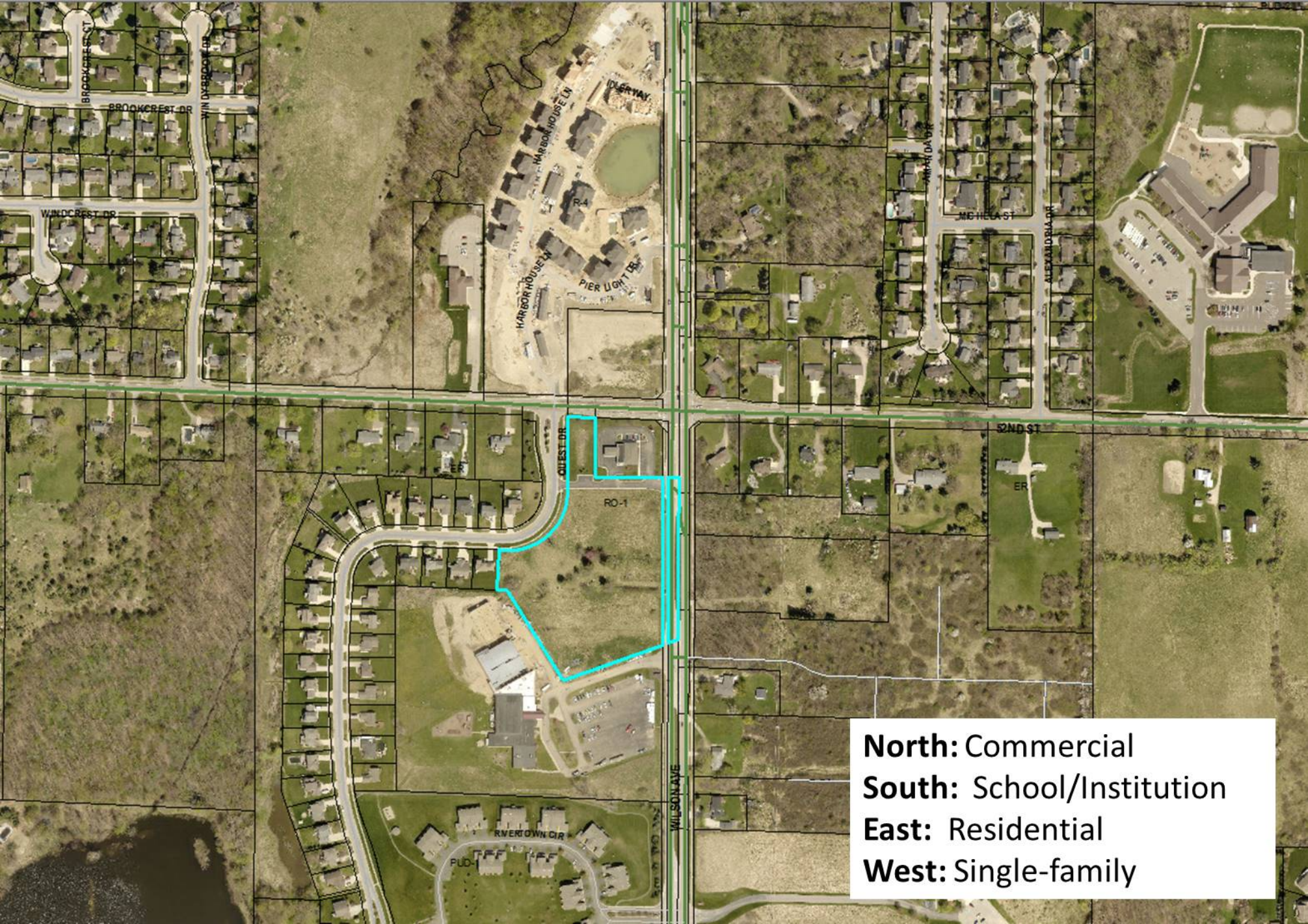
A vote on the motion carried unanimously.

AGENDA ITEM NO. 4

Request for Special Use Approval for Family Fare. The property is located at 2900 Burlingame Avenue. (Includes Site Plan Approval) (Section 14) (SpartanNash)

Hofert described the location, existing land use and current zoning around the area. The proposed use remains unchanged from the existing use. The site is to remain as a grocery store. The site requires a Special Use Approval because of the addition of a pharmacy drive-thru. Under FBC Section 90-1409 (4) drive-thru establishments require Special Use Approval by the Planning Commission.

Comments:



North: Commercial
South: School/Institution
East: Residential
West: Single-family

ORDINANCE NO. 19-18

ORDINANCE TO AMEND CHAPTER 14, ARTICLE VI, OF THE CITY CODE
TO PROHIBIT RECREATIONAL MARIHUANA ESTABLISHMENTS AND
MEDICAL MARIHUANA FACILITIES IN THE CITY

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14, Article VI of the Code of the City of Wyoming, Michigan is amended to read as follows:

ARTICLE VI. – MARIHUANA ESTABLISHMENTS AND FACILITIES.

Sec. 14-451. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *IHRA* means the Industrial Hemp Research Act, 2014 PA 547, MCL 286.841 *et seq.*
- (b) *Marihuana establishment* means that term as defined in the MRTMA.
- (c) *Marihuana facility* means that term as defined in the MMFLA.
- (d) *MMFLA* means the Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 *et seq.*
- (e) *MMMA* means the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 *et seq.*
- (f) *MRTMA* means the Michigan Regulation and Taxation of Marihuana Act, 2018 IL __, MCL __ *et seq.*

Sec. 14-452. – Marihuana Establishments and Facilities Prohibited.

- (a) Pursuant to section 6 of the MRTMA marihuana establishments are prohibited within the boundaries of the city.
- (b) Marihuana facilities are prohibited within the boundaries of the city.

Sec. 14-453. – Rights Unaffected by Article.

- (a) Except as specifically provided in section 14-452 prohibiting marihuana establishments, this article shall not affect the rights or privileges of any individual or other person under the MRTMA.
- (b) This article does not affect the rights or privileges of a marihuana facility outside the boundaries of the city to engage in activities within the boundaries of the city that it is

allowed to engage in under the MMFLA within a municipality that has not authorized marihuana facilities to operate within the municipality.

(c) This article does not affect any rights or privileges of registered qualifying patients or registered primary caregivers under the MMMA or the MMFLA.

(d) This article does not affect any rights or privileges of any individual or other person under the IHRA.

(e) This article does not affect any rights or privileges of any individual or other person under any other federal or state law, rule or regulation related to the medical use of marihuana.

Sec. 14-454. – Review.

The City Council shall review this article and the prohibitions in section 14-452 following the state’s promulgation of rules pursuant to the MRTMA, but such a review shall occur not later than June 30, 2020.

Section 2. This ordinance shall take effect on the later of the effective date of the Michigan Regulation and Taxation of Marihuana Act, 2018 IL __, MCL ____ *et seq.*, 15 days after its adoption, or upon publication as required by applicable law.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 19-18

STAFF REPORT

Date: November 14, 2018
Subject: Marihuana Ordinance – Ordinance No. 19-18
From: Scott Smith, City Attorney
Meeting Date: November 19, 2018

Background:

On Tuesday, November 6, 2018, the state's electorate approved (about 55% of voters voting "yes") Proposal 1 that enacted the Michigan Regulation and Taxation of Marihuana Act, 2018 IL __ (the "**MRTMA**"). The MRTMA allows personal possession and use of marihuana by persons of at least 21 years of age, provides for growing and sale of marihuana and industrial hemp by persons of at least 21 years of age, and permits the taxation of revenue derived from commercial marihuana facilities.

It joins a few other state statutes to provide a fairly, but not entirely, consistent approach to the availability of marihuana to varying persons for varying uses but which may prove to be fairly complex in administration and enforcement. The Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 *et seq.* (the "**MMFLA**"), provides requirements for and state regulation of "marihuana facilities," *i.e.* facilities for growing, processing, testing, transporting, and dispensing marihuana for medical uses. The Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 *et seq.* (the "**MMMA**"), is initiated law providing for the registration of qualifying patients and primary caregivers. The Industrial Hemp Research Act, 2014 PA 547, MCL 286.841 *et seq.* (the "**IHRA**"), provides for growing and processing hemp for industrial and commercial uses.

The MMFLA provides that no medical marihuana facilities may be located in a community unless it adopts an ordinance allowing such facilities. Conversely, under the MRTMA the City must opt-out if it wishes to preclude, limit the numbers of, or regulate recreational marihuana establishments in the City (*i.e.*, recreational marihuana growers, safety compliance facilities, processors, microbusinesses, retailers, and secured transporters).

At the November 13, 2018 work session Council Members asked for an ordinance initially opting-out of allowing marihuana businesses within the City. They indicated they would like to review the state regulations to be issued under the MRTMA, review ordinances and experiences of communities with marihuana businesses, understand the tax revenues from such businesses, see how marihuana businesses may affect property values and uses, and to otherwise know more about marihuana businesses before allowing them in the City. Some Council Members also wished to ensure the Council reviews this initial opt-out within a reasonable time.

Recommendation:

Based on Council's discussion and informal direction at the November 13, 2018 work session, staff recommends adoption of Ordinance No. 19-18 making it clear that neither medical marihuana facilities nor recreational marihuana establishments may be operated in the City and to require a review of that ordinance no later than 18 months after its adoption.

Sustainability Criteria:

Environmental Quality – Approval will maintain the status quo and will have no effect on environmental quality.

Social Equity – Approval will enable a more informed and considered review of the effects of marihuana businesses. This may enable more enlightened zoning and other regulation if the Council later decides to allow such businesses to ensure they do not disproportionately affect any part of the community.

Economic Strength – Approval will enable the City to preserve the status quo while reviewing the economic impact of marihuana businesses.

Quality Customer Service – Approval will not affect any individual rights with respect to growing, possessing or using marihuana. But, it will enable the Council to more fully consider possible effects of marihuana businesses before allowing them in the City.