

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, OCTOBER 19, 2020, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the October 5, 2020 Regular Meeting, the October 5, 2020 Closed Session and the October 12, 2020 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
  - 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. 42 – To Appropriate \$16,430.00 of Additional Budgetary Authority to Fund the Purchase of Laptops for Remote Work Capabilities, Audio/Visual Equipment for Council Meetings, and New Safety Glass for the Treasurer’s Office
- 14) Consent Agenda**
  - a) To Appoint Casey VanHattum as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming

**15) Resolutions**

- b) To Authorize the City Manager to Execute Memorandums of Understanding to Amend the Classification and Salary Schedules for the Wyoming Administrative and Supervisory Association and the Wyoming City Employees Union
- c) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 41)
- d) To Accept Grant Funds from the Center for Tech and Civic Life and to Authorize the Mayor and City Clerk to Execute the Grant Agreement (Budget Amendment No. 43)

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

- e) To Authorize the City Manager to Amend the Professional Services Agreement with MCSA Group, Inc. for the Jackson Park Development Project
- f) To Accept a Proposal from Fishbeck for Professional Architectural Services and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Approve Payment of the Annual Grand Valley Metropolitan Council Dues
- h) To Participate in the Operation and Maintenance of the Regional Geographic Information System (REGIS)
- i) To Authorize Participation in Regional NPDES Phase II Stormwater Permit Activities
- j) To Accept a Quote from Arrowhead UpFitters, Inc. to Upfit Seven Police Vehicles and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Quote from Moss to Replace the Technology in the City of Wyoming Council Chambers and to Authorize the Mayor and City Clerk to Execute the Contract and Approve the Attached Budget Amendment (Budget Amendment No. 36)
- l) For Award of Bids
  - 1. Gate Valves
  - 2. Gravel & Blast Furnace Slag

**17) Ordinances**

**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**



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

RESOLUTION TO APPOINT CASEY VANHATTUM AS A MEMBER  
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2021.
2. City Council wishes to appoint Casey VanHattum as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Casey VanHattum as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

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

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE  
MEMORANDUMS OF UNDERSTANDING TO AMEND THE CLASSIFICATION  
AND SALARY SCHEDULES FOR THE WYOMING ADMINISTRATIVE AND  
SUPERVISORY EMPLOYEES ASSOCIATION AND THE  
WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. As detailed in the attached memorandum, it is recommended City Council authorize amendments to the classification and salary schedules for the Administrative and Supervisory Association and the Wyoming City Employees Union to separate Facilities Maintenance and Parks Maintenance.
2. It is recommended the City Council authorize the City Manager to execute the memorandums of understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to execute memorandums of understanding to separate Facilities Maintenance and Parks Maintenance.
2. The Wyoming City Council does hereby authorize the City Manager to approve budget amendments, if necessary, to transfer funding to the Facilities Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

ATTACHMENTS:  
Memorandums

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

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

**TO:** Curtis Holt, City Manager  
Kim Oostindie, Director of Human Resources

**FROM:** Kristen Bosker, Human Resources Specialist

**DATE:** October 12, 2020

**RE:** Parks and Facilities Separation

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On July 1, 2012, after the retirement of the Parks Maintenance Supervisor, the Facilities Department merged with Parks Maintenance under the Community Services Department. The Facilities Supervisor was reclassified into the combined Parks and Facilities Supervisor position.

The Parks and Facilities Supervisor retired in March of 2020. After multiple attempts to fill the position, we have been discussing reverting back to the separate structure. This will add one new full-time position (Facilities Maintenance Foreman) and a part-time office support position for the Facilities Department. Additionally, the building maintenance positions from Public Works and the Department of Public Safety will be moved to the Facilities Department.

The classification and salary schedules for the Administrative and Supervisory Association and the Wyoming City Employees Union will be updated to reflect the changes. The following chart shows the revised position titles. Outdated position titles will be closed as deemed necessary and appropriate by the City Manager, Human Resources, and department heads.

<b>Current Position Title</b>	<b>New Position Titles</b>	<b>Range</b>	<b>Bargaining Unit</b>
Parks and Facilities Technician 3	Parks Technician 3 Facilities Technician 3	G47 – No change	General
Parks and Facilities Technician 2	Parks Technician 2	G43 – No change	General
Parks and Facilities Supervisor	Parks Maintenance Foreman	A24 – Old was A28	Admin
New Position	Facilities Maintenance Foreman	A24	Admin

The Facilities Department will be a division of Public Works and the Parks Department will remain a division of Community Services.

It is recommended the City Council authorize the City Manager to approve the necessary Memorandums of Understanding to complete this process. It is further recommended, City Council authorize the City Manager to approve a budget amendment, if deemed necessary, to transfer funding to the newly created Facilities Department.

MEMORANDUM OF UNDERSTANDING

RE: Parks and Facilities Restructuring

The City of Wyoming ("City") and the Wyoming City Employees Union ("Union") agree as follows:

1. The classifications listed below are added to the bargaining unit and are placed in the following ranges of the Classification and Salary Schedule:

Parks Technician 2	G43
Parks Technician 3	G47
Facilities Technician 3	G47

2. Current employees who are reclassified into one of the new positions listed above will not be subject to the six-month probationary period (Article 9) and will be eligible for a merit increase, if applicable, at the time of their next annual performance appraisal.
3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By:

By:

\_\_\_\_\_  
Its: City Manager

\_\_\_\_\_  
Its: President

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

RE: Parks Maintenance Foreman and Facilities Maintenance Foreman

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The classifications of Parks Maintenance Foreman and Facilities Maintenance Foreman are hereby added to the bargaining unit.
2. The classification of Parks Maintenance Foreman and Facilities Maintenance Foreman are hereby placed at Range A24 of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND SUPERVISORY  
EMPLOYEES ASSOCIATION

By: \_\_\_\_\_  
Its: City Manager

By: \_\_\_\_\_  
Its: President

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

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

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

RESOLUTION TO ACCEPT  
KENT COUNTY VETERANS TREATMENT COURT FUNDS  
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for an additional Michigan Veterans Treatment Court grant in the amount of \$81,000 that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$81,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$81,000 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes 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 October 19, 2020.

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

ATTACHMENTS:

Budget Amendment

Staff Report

Grant Award Letter

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



**STATE OF MICHIGAN**



WYOMING DISTRICT COURT  
62-A JUDICIAL DISTRICT  
2650 DEHOOP S.W.  
WYOMING, MI 49509-1893

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

JANE LIND  
DEPUTY COURT ADMINISTRATOR

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**MEMORANDUM – STAFF REPORT**

October 15, 2020

To: Wyoming City Council Members  
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

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Recommendation:

It is recommended that the City Council accept the amount of \$81,000 from the Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Council is familiar with the Veterans Treatment Court as it has been in operation for nearly six years. The program continues to grow at a steady pace with an anticipated caseload of 35 veterans within the next several months. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

As the Council is already aware, the mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone (517) 373-0128

Thomas P. Boyd  
State Court Administrator

September 30, 2020

Honorable Pablo Cortes, Chief Judge/Veterans Treatment Court Judge  
62A District Court  
Wyoming Justice Center  
2650 DeHoop Ave., S.W.  
Wyoming, MI 49509

Re: FY 2021 Michigan Veterans Treatment Court Grant Program Award Notification  
62A District Court — Veterans Treatment Court  
UI: U30018

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$81,000 from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office. This award is for the grant period October 1, 2020, through September 30, 2021.

Your court's fiscal year 2021 contract will be e-mailed from DocuSign to your project director, Anthony Torres. Instructions for using DocuSign will be sent to both the Project Director and the Authorizing Official listed in your fiscal year 2021 grant application. Signed contracts are due December 11, 2020.

The budget, based on your court's actual award, should be updated in WebGrants by November 2, 2020. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

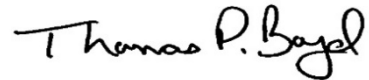
If you have any questions about the grant, please contact Andrew Smith at 517-373-0954 or at [smitha@courts.mi.gov](mailto:smitha@courts.mi.gov). For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or [nevinj@courts.mi.gov](mailto:nevinj@courts.mi.gov).

September 30, 2020

Page Two

Finally, you should know that the Michigan Supreme Court appreciates your effort and passion presiding over these life-saving courts. You and your treatment court team are to be commended for making a difference in so many lives.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Boyd". The signature is written in a cursive, slightly slanted style.

Thomas P. Boyd  
State Court Administrator

cc: Andrew Smith, Problem-Solving Courts Manager  
Jill M. Booth, SCAO Region V Administrator  
Christopher Kittmann, Court Administrator  
Anthony Torres, Project Director

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

RESOLUTION TO ACCEPT GRANT FUNDS FROM  
THE CENTER FOR TECH AND CIVIC LIFE AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE GRANT AGREEMENT

WHEREAS:

1. The Center for Tech and Civic Life, a non-profit organization, has made grant funding available to directly help election officials administer safe and secure elections in November 2020.
2. The City Clerk's Office made application for this grant funding and received notice of an award of \$40,632.00.
3. These grant funds must be used exclusively for the purpose of planning and operationalizing safe and secure election administration.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the acceptance of these grant funds and authorizes the Mayor and City Clerk to execute the grant agreement.
2. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENTS:

Budget Amendment  
Staff Report  
Grant Agreement



## STAFF REPORT

Date: October 14, 2020  
Subject: Center for Tech and Civic Life Grant Award  
From: Kelli VandenBerg, City Clerk

Meeting Date: October 19, 2020

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### Recommendation:

It is recommended that City Council accept grant funding from the Center for Tech and Civic Life (CTCL) in the amount of \$40,632.00, approve the related budget amendment and authorize the Mayor and City Clerk to execute the grant agreement.

### Community, Safety, Stewardship:

The grant funding provided by CTCL must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in 2020. With enhanced opportunities for absentee voting approved by voters in 2018 and more recent concerns related to COVID-19, the number of Wyoming voters participating in the election process via absentee ballot has increased dramatically. At the same time, enhancements are necessary to ensure safe and accessible elections for in-precinct voting. There are numerous ways this funding could be spent to meet the purpose of the grant while simultaneously supporting community, safety and stewardship.

### Discussion:

This grant opportunity from CTCL was promoted by the Bureau of Elections and the Michigan Association of Municipal Clerks and several jurisdictions in West Michigan and throughout the state have received funding from CTCL. The rapid and significant changes in elections throughout 2020 have required operational changes and it is fair to say the 2020 elections that were budgeted for are very different from the 2020 elections that have developed.

While preparations for elections have traditionally focused on precinct operations, recent trends call attention to the needs of the absentee ballot process. This shift has required the purchase of materials to support and manage the increase in absentee ballots including storage shelves for pre-election ballot storage and ballot bags for secure storage of ballots after the election, as well as temporary staff to help manage the tremendous increase in volume. Other materials to be purchased will support same day voter registration through a drive-thru voter registration station in the north parking lot of city hall. This drive-thru registration effort was used in the May and August elections and allows new voters to safely register and vote on Election Day. The mutual benefit of safety is granted to staff by limiting the number of individuals entering City Hall on election day.

Beyond supplies needed for election operations, a portion of this funding will be used for additional temporary personnel. Due to the current hiring freeze and the resignation of a full-time staff member earlier this year, temporary staff serving in both full time and part time capacities have been critical in managing the increased absentee ballots.

**Budget Impact:**

A budget amendment has been prepared to reflect acceptance of these funds in both temporary personnel, 101-215-19100-706.000 and office supplies, 101-215-19100-727.000.



CENTER FOR  
TECH AND  
CIVIC LIFE

September 29, 2020

Wyoming City, Michigan

City Clerk

1155 28th Street SW

Wyoming, MI 49509

Dear Kelli VandenBerg,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Wyoming City, the Center for Tech and Civic Life (“CTCL”), a nonprofit organization tax-exempt under Internal Revenue Code (“IRC”) section 501(c)(3), has decided to award a grant to support the work of Wyoming City (“Grantee”).

The following is a description of the grant:

**AMOUNT OF GRANT:** \$40,632.00 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Wyoming City in 2020 (“Purpose”).

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement (“Grant Agreement”) and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Drive-through voting, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at [grants@techandcivicliflife.org](mailto:grants@techandcivicliflife.org).

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

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

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

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



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

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO AMEND THE  
PROFESSIONAL SERVICES AGREEMENT WITH MCSA GROUP, INC. FOR THE  
JACKSON PARK DEVELOPMENT PROJECT

WHEREAS:

1. On May 6, 2019, the Wyoming City Council authorized an amended professional service agreement with MCSA Group, Inc (Resolution No. 26366), providing for necessary surveys, the preparation and obtainment of permits (e.g. MDEQ/EGLE, Kent County Drain Commission, etc.), and provide for necessary items related to environmental conditions of the Jackson Park development project.
2. Over the course of the project, unexpected expanded environmental conditions assessments, testing and monitoring were required. Further, the project continues to be impacted by the COVID-19 pandemic requiring additional later stage construction inspections, virtual progress review meetings, and processing of COVID-19 health assessment forms, etc.
3. These unique circumstances resulted in additional \$985 professional services beyond both the control of the architect and the city. An additional, up to \$500, is anticipated to be necessary to conclude environmental conditions work through the conclusion of the project.
4. The total cost for these additional services is \$1,485. Funds are available in the Capital Project Revolving Fund account 800-000-57300-975 as assigned to Jackson Park development project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes the City Manager to amend the agreement for professional services with MCSA Group, Inc., in the total amount of an additional \$1,485.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on October 19, 2020.

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

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



Landscape Architecture  
Park & Recreation Planning  
Architecture • Urban Design  
Sports Facility Planning

August 27, 2020

Ms. Rebecca Rynbrandt, Director of Community Services  
City of Wyoming  
P.O. Box 905  
1155 - 28th Street SW  
Wyoming, MI 49509

RE: Change Order C

Dear Rebecca,

Due to time required for additional services due to unexpected meetings and time involved with site specific issues due to weather, construction issues, and discovery. This time included a pre-construction meeting, several onsite meetings and preparation of the sampling diagram stating that the "topsoil may be safely reused as cover soil elsewhere on the project in the future". See attached invoice. This was necessary for the due care of the project. In discussions with Jim, he recommended a \$500 allowance for any close out meeting time and documentation. The breakdown is as follows:

**CONTRACT ADDITIONS:**

1. Additional Time required for additional services due to unexpected meetings and time involved with site specific issues due to weather, construction issues, and discovery. See attached invoice **ADD \$985.00**
2. Allowance for any close out time as necessary. **ADD \$500.00**

**TOTAL ADDITIONS THIS CHANGE ORDER \$1,485.00**

**THE CURRENT STATUS OF THE CONTRACT IS AS FOLLOWS:**

Original Contract Amount	\$68,133.00
Net Change for Change Order C	\$1,485.00
New Contract Amount	\$69,618.00

Sincerely,  
Tiffany Smith  
President



1560 North Taylor Avenue  
Grand Rapids, MI 49505

# Invoice

Date	Invoice #
8/28/2020	5074

Ms. Tiffany Smith  
MCSA Group, Inc.  
2660 Burlingame Ave SW  
Wyoming, MI 49509

P: 616.742.5511  
F: 616.742.5522

P.O. No.	Terms	Due Date	Project		
	Due on receipt	8/28/2020	19-03-011		
Description		Qty	Rate	Amount	
COST FOR INCREMENTAL SAMPLING TO ASSESS TOPSOIL FOR RE-USE AND RELATED PROJECT MANAGEMENT FOR: Jackson Park Property Improvement Project 3235 Robin Avenue, SW Wyoming, Kent County, Michigan Invoice Period: January 1, 2020 - June 29, 2020  Task 1: Incremental Sampling Sample Collection and Delivery - Field Scientist Support Vehicle Rental (Per Day) Photoionization/Explosimeter Device (Per Day) Sample Collection & Materials (Per Sample)  Chemical Analysis (2 Day Expedited): Chemical Analysis - PNAs - EPA Method 8270 Chemical Analysis - Arsenic Doc Prep & Output - ACAD Operator  Task 2: Additional Meetings and Discussions, Project Management and ACAD Diagram Output over Budget Pre-Con Meeting (3/30/2020) - Principal Engineer On Site Meeting (5/26/20) - Field Scientist On Site Meeting (5/26/20) - Project Scientist On Site Project Meeting (6/11/20) - Principal Engineer Doc Prep and Output - ACAD Operator  Note: Invoice (Task 2) was over proposed budget due to unexpected meetings and time involved with site specific issues due to weather, construction issues, and discovery.					
		6	90.00	540.00	
		1	70.00	70.00	
		1	100.00	100.00	
		2	30.00	60.00	
		2	140.00	280.00	
		2	85.00	170.00	
		0.5	60.00	30.00	
		1.5	150.00	225.00	
		1	90.00	90.00	
		1	125.00	125.00	
		2	150.00	300.00	
		3.5	70.00	245.00	

Thank you for your business.

<b>Total</b>	\$2,235.00
<b>Payments/Credits</b>	-\$1,250.00
<b>Balance Due</b>	\$985.00

10/19/2020

Community Services/RLR

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

RESOLUTION TO ACCEPT A PROPOSAL FROM FISHBECK FOR PROFESSIONAL ARCHITECTURAL SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept a proposal for professional architectural services, including construction document and bid specification creation, bid submittal review, construction administration, and project auditing for payment services from Fishbeck, Inc. to provide for the replacement of Court garage and walkway roofs.
2. Funds for the services are available in the following accounts:

Account #	Fund/Dept.	Description	Value
101-136-13610-975.000	Court	Garage and walkway roof replacement	\$6,900

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Fishbeck, Inc. for professional architectural services.
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 October 19, 2020.

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

ATTACHMENTS:

Staff Report

Contract

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

## STAFF REPORT

Date: October 11, 2020

Subject: Professional Architect Services for Court Garage and Walkway Roof Improvement Projects

From: Rebecca Rynbrandt, Director of Community Services

Cc: Chris Kittmann, Court Administrator

Meeting Date: October 19, 2020

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### RECOMMENDATION:

It is recommended that the City Council accept the attached proposal for professional architectural services, including construction document and bid specification creation, bid submittal review, construction administration, and project auditing for payment services from Fishbeck Inc. to provide for the replacement of the Court affiliated garage and walkway roofs in the amount of \$6,900.

### COMMUNITY, SAFETY, STEWARDSHIP:

City facilities are critical to providing essential services to the City's residents and businesses. The City strives to provide safe, convenient, and well-maintained facilities with minimal burden to the taxpayer.

### DISCUSSION:

The roof replacement project was approved by city council for the FY 2021 budget as a re-appropriation from the previous fiscal year. The roof is over 30 years old. Location of project and notable deterioration is noted in the following photos:





In order to proceed with the capital projects, architectural assessments for the most effective approach to replacement of the antiquated roof is necessary. The attached proposal encompasses the following:

- Roof assessment and recommendation for work/replacement needs/product selection (all)
- Cost estimating (all)
- Construction and bid document preparation (all)
- Bid submittal reviews
- Product submittal reviews
- Punchlist, project acceptance inspections

**BUDGET IMPACT:**

These projects were planned, and funding approved by City Council for the FY 2021 budget.

**ATTACHMENTS:**

Resolution  
Standard City Professional Services Contracts  
Proposal

###

**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 28<sup>th</sup> 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: October 19, 2020.

"Professional" means: Fishbeck  
\_\_\_\_\_  
[Name of professional entity]  
Corporation  
A \_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1515 Arboretum Dr SE  
\_\_\_\_\_  
[Professional's street address]  
Grand Rapids, MI 49546  
\_\_\_\_\_  
[Professional's city, state & zip]

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

"Services" means: for design, bidding, construction services in connection with court garage and walkway roof replacements  
\_\_\_\_\_  
[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:  
None.

\_\_\_\_\_  
[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

Robert E. Pomeroy, AIA  
\_\_\_\_\_  
[Professional's name]

By: Robert E. Pomeroy  
\_\_\_\_\_  
[Signature officer, director or principal of Professional]

Robert E. Pomeroy, Senior Vice President/Principal  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: October 8, 2020

**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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
  - 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](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://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, indemnify them for, 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.

<b>COMMERCIAL GENERAL LIABILITY</b>
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>

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.
<b>EXCESS/UMBRELLA INSURANCE</b>
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]

Robert E. Pomeroy, Senior Vice President/Principal  
[Printed Name and Title of Person Signing]

Robert E. Pomeroy, AIA  
[Printed Name of Professional]

Date signed: October 8, 2020

**Exhibit B  
Proposal**

September 24, 2020

Rebecca Rynbrandt  
Director of Community Services  
City of Wyoming  
1155 28th Street SW, PO Box 905  
Wyoming, MI 49509

## Proposal for Professional Services

Dear Rebecca:

Fishbeck is pleased to provide our proposal for professional consulting services in connection with the roof replacement for the court garages and walkway covering between the garages and Court building at 2650 DeHoop Ave. SW. For this project, these services will include architectural and limited site civil engineering as necessary to accomplish the scope of work described in this proposal.

## Scope of Services

Upon Fishbeck's investigation on September 23<sup>rd</sup>, the existing ballasted roof is beyond its useful life and requires replacement. Fishbeck will provide construction drawings and details indicating removal of the existing ballast, roof membrane, and insulation and replacement with new tapered insulation and single-ply membrane roof system. We will work with a consultant to determine whether or not the existing coping can be reused or requires replacement. Fishbeck will also indicate partial or full removal of overgrown trees adjacent to the garage buildings.

Fishbeck will provide an estimate of probable construction cost. We will assist the City of Wyoming during bidding and construction, including bid analysis and recommendation, answering RFI's during construction, reviewing submittals, conducting up to two site visits, and project completion punch lists.

### **Assumptions**

- Fishbeck will rely on Regis information and drawings furnished on September 23, 2020 for garage footprint and property boundaries; We assume that a boundary/ALTA survey is not required.
- Preparation of front-end specifications (bidding and contract requirements) by City of Wyoming.

## Professional Services Fees


Fishbeck agrees to provide the services above for a **Lump Sum fee of \$6,900** (Six Thousand Nine Hundred dollars), This includes reimbursable expenses such as mileage, printing costs, and postage.

## Authorization

If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Sarah E. Lawrence ([selawrence@fishbeck.com](mailto:selawrence@fishbeck.com)). This proposal is made subject to the City of Wyoming's Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We sincerely appreciate the opportunity to continue our relationship with the City of Wyoming and look forward to working on this project. If you have any questions or require additional information, please contact me at 616.295.4635 or [mhoffner@fishbeck.com](mailto:mhoffner@fishbeck.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle D. Hoffner", with a long horizontal flourish extending to the right.

**Michelle D. Hoffner, AIA, CDT**

Senior Architect

By email

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

RESOLUTION TO APPROVE PAYMENT OF THE  
ANNUAL GRAND VALLEY METROPOLITAN COUNCIL DUES

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2020-2021 are \$36,941.
5. Funds have been appropriated in the Major Streets Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2020-2021 GVMC dues in the amount of \$36,941.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENT:  
Invoices



# Grand Valley Metro Council

678 Front Avenue NW  
Suite 200  
Grand Rapids, MI 49504  
Phone # 616-776-3876

# Invoice

Date	Invoice #
10/2/2020	3345

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
Transportation Dues FY 2020 - 2021 10/01/2020 - 09/30/2021	17,467.00
<b>Total</b>	<b>\$17,467.00</b>

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

RESOLUTION TO PARTICIPATE IN THE OPERATION AND MAINTENANCE  
OF THE REGIONAL GEOGRAPHIC INFORMATION SYSTEM (REGIS)

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2020-2021 are estimated to be \$131,770.
5. Funds have been appropriated in the following budgets: 101-209-20900-956.000 (Assessing), 101-305-32500-807.000 (Police), 101-400-40000-956.000 (Planning), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2020-2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENT:

Invoices

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





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

RESOLUTION TO AUTHORIZE PARTICIPATION IN  
REGIONAL NPDES PHASE II STORMWATER PERMIT ACTIVITIES

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Stormwater Permit issued by the State of Michigan Department of Environment, Great Lakes and Energy.
2. Said permit includes six minimum control measures, including: public education and outreach; public participation; illicit discharge detection and elimination; management of construction site runoff; management of post-construction site runoff; and good housekeeping.
3. These control measures can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metropolitan Council has coordinated these regional efforts on behalf of Wyoming and the surrounding communities.
5. The City of Wyoming's cost is \$21,403.80 for 2020-21.
6. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes participation in regional NPDES Phase II stormwater permit activities and approves payment in the amount of \$21,043.80 to the Grand Valley Metropolitan Council.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENT:  
Invoice

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



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

RESOLUTION TO ACCEPT A QUOTE FROM ARROWHEAD UPFITTERS, INC.  
TO UPFIT SEVEN POLICE VEHICLES AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from Arrowhead Upfitters, Inc. to upfit seven police vehicles at a per vehicle cost of \$2,200.00.
2. It is recommended the City Council accept the quote in the total estimated amount of \$15,400.00.
3. Funds are available in the motor pool fund, capital outlay account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Arrowhead Upfitters, Inc. to upfit seven police vehicles.
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 October 19, 2020.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: October 5, 2020  
Subject: Police Car Upfitting  
From: Ted Seil, Fleet Services Supervisor  
Date of Meeting: October 19, 2020

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### RECOMMENDATION:

The Public Works Department recommends that the City Council award the quote provided by Arrowhead Upfitters, Inc. to upfit seven Police vehicles at per vehicle cost of \$2,200.

### COMMUNITY, SAFETY, STEWARDSHIP:

Police vehicles are replaced on a regular basis according to replacement schedules and maintenance records. Proper and timely upfitting ensures reliable performance and contributes to the safety of the community.

### DISCUSSION:

Seven police vehicles were approved for replacement this fiscal year. In order to ensure that these vehicles are upfitted and available for service in a timely and cost-effective manner, Fleet Services solicited quotations from several vendors in June of this year. Quotation results were as follows:

	Arrowhead Upfitters, Inc.	EVC, LLC	Great Lakes Upfitting
Police Car Upfitting	\$2,200.00	\$3,000.00	\$3,200.00

Two police cars were upfitted by Arrowhead Upfitters, Inc. on a trial basis this past summer. Fleet Services staff found that the results from this trial indicated that police vehicles were completed with the same quality and consistency, timelier, and in a more cost-effective manner than when done internally.

Due to the higher than normal police vehicle replacement schedule this fiscal year, Fleet Services staff do not have the capacity to upfit these vehicles in a timely manner. Thus, it is recommended that the City Council approve the quotation from Arrowhead Upfitters, Inc. in the amount of \$2,200 per vehicle, for a total of \$15,400. Fleet Services will provide Arrowhead Upfitters, Inc. with the appropriate parts and equipment to upfit the vehicles.

### BUDGET IMPACT:

Sufficient funds are available in the Motor Pool Fund, Capital Outlay Equipment Account 662-441-58500-985.000

### ATTACHMENT:

Arrowhead Upfitters, Inc. Contract

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

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

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

"Effective Date" means: October 1, 2020.

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

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Arrowhead Upfitters, Inc  
(Name of contracting entity)  
A Michigan Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
15 S. 216a Road  
(Contractor's street address)  
Lapeer, MI 48946  
(Contractor's city, state & zip)

TERMS AND CONDITIONS

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

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

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

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

The City and Contractor 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

Arrowhead Upfitters, Inc  
(Contractor's name)  
By: \_\_\_\_\_  
(Signature of officer, director or principal of Contractor)  
George Afimos, Owner  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: October 8, 2020

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. 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 will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will 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 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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 any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <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 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 change in this circumstance.

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. Before beginning work, Contractor and subcontractors will return by e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form).

10. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided 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 all actions 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 states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. **Restoration.** Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

16. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, 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 the City Contract. Contractor will reimburse the City for or pay in the City's stead 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 the City Contract.

17. **Insurance.**

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
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.
<b>EXCESS/UMBRELLA INSURANCE</b>

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).

**ADDITIONAL INSURED**

If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its 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.

If the City requests, Contractor will provide to the City 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, 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 the City Contract states otherwise, (i) none of Contractor's rights or duties 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 receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.



# Estimate

Date	Estimate #
9/17/2020	17194

Name / Address
City of Wyoming 1155 28th St SW Wyoming, MT 48509

			Project
Description	Qty	Rate	Total
PATROL VEHICLE UPFITTING - 2020 FORD POLICE INTERCEPTOR UTILITY			
2020 Ford Police Interceptor Upfit	7	1,900.00	13,300.00
Wire, loom, fuses, and other shop supplies	7	300.00	2,100.00
		<b>Subtotal</b>	\$15,400.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$15,400.00
Arrowhead Upfitters 15 S. Elba Rd Lapeer, MT 48446			

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ARROWHEAD UPFITTERS, INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**15 S. ELBA ROAD,**

6 City, state, and ZIP code  
**LAPEER, MI 48446**

Requester's name and address (optional)  
**CITY OF WYOMING**  
**1155 28TH ST SW**  
**WYOMING, MI 49509**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

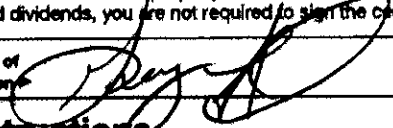
8	1	-	1	3	2	3	2	7	7
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here      Signature of U.S. person       Date ▶ **9/25/20**

**General Instructions**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dustin Jones Agency 1658 Mayfield Rd Lapeer, MI. 48446	<b>CONTACT NAME:</b> Dustin Jones <b>PHONE (A/C, No, Ext):</b> 810-664-4773 <b>FAX (A/C, No):</b> 810-664-7181 <b>E-MAIL ADDRESS:</b> DJones1@fbinsmi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Farm Bureau General Ins Co of MI</td> <td>21547</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Farm Bureau General Ins Co of MI	21547	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Arrowhead Upfitters Inc. 15 S. Elba Road Lapeer, Michigan 48446														

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL SUBR INSD	INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: ---			CPP-3139644	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP-3139644	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers Coverage			CPP-3139644	04/01/2020	04/01/2021	Comprehensive \$200,000 Collision \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

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**CERTIFICATE HOLDER****CANCELLATION**

City of Wyoming A Michigan Municipal 1155 28th St SW Wyoming, MI 49509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Dustin Jones</i>
---	--

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

RESOLUTION TO ACCEPT A QUOTE FROM MOSS TO REPLACE THE TECHNOLOGY IN  
THE CITY OF WYOMING COUNCIL CHAMBERS AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AND  
APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the staff report, Moss has provided a quote to replace the technology in the City of Wyoming council chambers in the total estimated amount of \$79,201.15.
2. It is recommended the City Council accept the quote.
3. Funds for the project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Moss to replace the technology in the City of Wyoming council chambers.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby authorize the attached budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Contract  
Quote

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



## STAFF REPORT

Date: October 13, 2020

Subject: Council Chambers Technology Upgrade

From: Pat Firestone, Director of Information Technology

Meeting Date: October 19, 2020

---

### RECOMMENDATION:

It is recommended that the City Council authorize the quote from Moss, to replace the technology in the City of Wyoming Council Chambers, in the amount of \$79,201.15

### COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues to standardize and update software, hardware, and infrastructure technology on a regular basis. This normal upgrade process continues to keep the City of Wyoming current with the latest hardware, software, and infrastructure providing reliable and faster response times for employee technology tasks and preventing obsolescence.

Stewardship - The equipment being replaced is beyond its useful life, some of which has been in-use since City Hall was dedicated in 2003. The City has received many years of successful use of this technology and expect the newer technology will serve the City, well into the future.

### DISCUSSION:

The City of Wyoming's Council Chambers technology is a custom-built and engineered, complicated analog system which has been in-use since City Hall was dedicated in 2003. Along with the hardware technology, there is significant programming required, to acquire the desired customization and desired functionality. In early 2019, the Information Technology department was tasked with investigating upgrade possibilities for this system, due to age and concerns of replacement parts. In talking to vendors of Crestron equipment and input from Crestron itself, it was discovered that a key piece of equipment, the processor, is not sold or supported any longer, creating a possible loss of service scenario should it fail. Also, we have been notified that components are starting to degrade, such as the main control console. Options were looked at, such as replacing a portion of the system, but was found to be unfeasible. Also, Information Technology was asked to engage others in the project, such as Planning, to add additional desired functionality such as annotation on drawings and documents from any of the Council workstations and the podium.

This proposal includes new digital technology with annotation capabilities, replacing the video control and distribution systems, with installation, wiring, and custom programming by Moss.

### BUDGET IMPACT:

Funding for this system purchase is budgeted and available from the following funds:  
101-267-26700-975.000 – Capital Outlay.

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 28<sup>th</sup> 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: Moss  
[Name of professional entity]

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

561 Century Ave. SW  
[Professional's street address]

Grand Rapids, MI 49503  
[Professional's city, state & zip]

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

"Services" means: Wyoming City Council Technology Upgrade  
[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:

None  
[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

Ron Spencer  
[Professional's name]

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

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

Date signed: 4/30, 2020

**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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov](http://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, indemnify them for, 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.

<b>COMMERCIAL GENERAL LIABILITY</b>
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>

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.

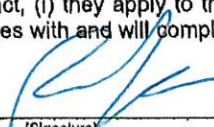
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 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)

Ron Spencer CSO

(Printed Name and Title of Person Signing)

(Printed Name of Professional)

Date signed: 9/30/2020

**Exhibit B  
Proposal**

## **Council Chambers Upgrade**

QUOTE #004051 V6

### **PREPARED FOR**

City of Wyoming

### **PREPARED BY**

Joe Troyer

October 13, 2020

---

Prepared For:

**City of Wyoming**

Pat Firestone  
2660 Burlingame Ave SW  
Wyoming, MI 49509

P: (616) 530-7226

E: firestonep@wyomingmi.gov

Prepared by:

**MOSS**

Joe Troyer  
561 Century Ave SW  
Grand Rapids, MI 49503

P: 616-460-0162

E: joe.troyer@mosstele.com

Date Issued:

**Oct 13, 2020**

Expires:

**Oct 29, 2020**

ERate SPIN #:

Special Contract Ref. #:

N/A

### Solution Summary

Moss is proposing the design, engineering and implementation of an updated and enhanced Presentation System in the City of Wyoming's Council Chambers. The attached proposal addresses the City's desire for a live annotation system in the Council Chambers, as well as required updates to the presentation system's infrastructure, in order to accommodate the desired additional functionality.

**Control System** – The existing Crestron control system components are well past the manufacturer's stated EOL for those devices, and will be replaced with a contemporary Crestron control system. That updated Crestron control system will include a wireless 9" touch panel controller and system processor. As a part of the updated control system, Crestron button panels will be used to replace the existing "Show Me" buttons at the several council member seats. **(Note: Final configuration and installation details for the updated "Show Me" button panels to be determined.)**

**Audio System** - The described digital audio matrix components will be installed and programmed to replace the existing EOL analog audio switching system, in keeping with the technology update of the Council Chambers.

**Annotation System** – The Williams AV Presenter Hub will be used to provide annotation functionality to (2) identified source locations. Wireless annotation functionality will be accommodated with the Presenter Hub and Owner Provided tablets. Each presentation location (2) will be equipped with a contemporary touch screen monitor, for use with the owner supplied computer and keyboard, and to serve as an annotation surface. Those Council stations not set up for annotation will be equipped with the same touch screen monitor. Required USB signal distribution will be accommodated by the specified Crestron DM-NVX-350 devices.

**Distribution System** – The existing analog video distribution system in the Council Chambers will be replaced by a contemporary network based system, that will provide the City 'future-proof' functionality into the foreseeable future. Each station (15) will be equipped with an encoder and decoder, accommodating Council members computers. Decoders (3) will be provided for the several flat panel displays, with enhanced decoders with scaling capability used for the existing projectors. The Crestron Director XIO will be utilized to facilitate configuration, control and management of the network encoders and decoders as well as provide the ability to expand the system at a later date. A digital cable tuner is included in this system, accessed at the Crestron control panel. Cable feed by owner. **The Owner will supply a required 48 port Layer 3 network switch, accommodating the streaming functionality and routing of the encoder/decoders described.**

**Professional Services** – With the replacement of the existing Crestron control system, and addition of components and functionality, a new control system program will need to be created. As much as possible, existing programming that still 'works' will be re-purposed. Moss programmers will meet with the appropriate City personnel to determine layout and operation functionality. System training will be provided by Moss as required by the Owner.

**Installation Services** – Moss engineers and technicians will design, engineer and integrate the system,

## Solution Summary

complete with all necessary cabling and install parts.

Control System				
Part #	Description	Price	Qty	Ext. Price
TST-902	Crestron 8.7" diagonal Wireless Touch Screen Controller	\$2,375.00	1	\$2,375.00
CEN-GWEXER-PWE	Crestron Wireless Gateway	\$343.75	1	\$343.75
CP3N	Crestron 3-Series Control System Processor	\$1,625.00	1	\$1,625.00
C2N-CBD	Crestron C2N-CBD Programmable Button Panel	\$165.20	15	\$2,478.00
CNTBLOCK	Crestron CNTBLOCK Cresnet Distribution Block	\$110.50	1	\$110.50
Subtotal:				<b>\$6,932.25</b>

Audio System Interface				
Part #	Description	Price	Qty	Ext. Price
Core 110F	QSC Core 110F Unified Core Digital Audio Matrix System	\$2,300.00	1	\$2,300.00
Synapse D16Mio-TB	Attero Tech Synapse D16Mio-TBDante/AES67 Networked Audio Interface - 16 Channel I/O Assignable Matrix System	\$2,643.85	1	\$2,643.85
Subtotal:				<b>\$4,943.85</b>

Annotation System				
Part #	Description	Price	Qty	Ext. Price
VP S1	Williams Presenter Hub	\$2,589.18	1	\$2,589.18
TD2230	Viewsonic TD2230 Touch Screen Monitor	\$286.34	15	\$4,295.10
ANKER 4P	Anker 4 port USB 3.0 hub	\$15.00	15	\$225.00
DocCAM 20 HDBT	Vaddio DocCAM 20 HDBT High Definition in-ceiling Document Camera	\$3,146.40	1	\$3,146.40
OneLINK Bridge	Vaddio OneLINK Bridge for Vaddio HDBaseT Camera System Interface	\$2,015.95	1	\$2,015.95
Subtotal:				<b>\$12,271.63</b>

Distribution System				
Part #	Description	Price	Qty	Ext. Price
DM-NVX-D30	Crestron DM-NVX-D30 4K HDR Network decoder	\$747.50	18	\$13,455.00
DM-NVX-E30	Crestron DM-NVX-E30 4K HDR Network Encoder	\$747.50	13	\$9,717.50
DM-NVX-350	Crestron NVX-350 Network AV Encoder/Decoder	\$1,035.00	6	\$6,210.00
DM-NVX-DIR-80	Crestron DM-NVX-DIR-80 Virtual Switching Appliance for 80 endpoints	\$2,875.00	1	\$2,875.00
232-ATSC+1	Contemporary Research 232-ATSC+1 HDTV Tuner	\$1,047.20	1	\$1,047.20
OPE	Owner provided network switch, per AV system requirements	\$0.00	1	\$0.00
Subtotal:				<b>\$33,304.70</b>

Quote Summary	Amount
Control System	\$6,932.25
Audio System Interface	\$4,943.85
Annotation System	\$12,271.63
Distribution System	\$33,304.70
System Installation	\$7,480.00
Professional Services	\$7,950.00
Installation Materials	\$3,272.52
Subtotal:	<b>\$76,154.95</b>
Shipping:	<b>\$3,046.20</b>
Total:	<b>\$79,201.15</b>

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

[E-Signature Confirmation](#)

**MOSS**

**City of Wyoming**

Joe Troyer  
 \_\_\_\_\_  
 Signature / Name  
 10/13/2020  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature / Name Initials  
 \_\_\_\_\_  
 Date

## Purchase Terms and Conditions

City of Wyoming of 1155 28th St SW, Wyoming, MI 49509 (hereinafter, CLIENT) and MOSS of 561 Century Ave. SW, Grand Rapids, MI 49503 (hereinafter, MOSS) agree that the following terms and conditions will apply to any orders for the sale of equipment (hardware, installation materials, software, licenses, extended warranties) and services to the CLIENT by MOSS.

1. **PRICE.** The pricing in this proposal are firm and not subject to change unless CLIENT delays the acceptance for more than thirty (30) days past the date of this MOSS proposal, in which case this proposal may be modified due to a change in MOSS's costs, unless there is written agreement of both parties to extend the initial pricing.
2. **ACCESS.** CLIENT shall provide timely access to the areas needed for installation and provide the proper operating environment for the equipment and services, as specified by the manufacturer, including proper electrical and telecommunications connections.
3. **TERMS OF PAYMENT.**
  - A. Unless stated otherwise, upon execution of the agreement from CLIENT, MOSS will render an invoice for a down payment of 50% of the entire contract, which shall be due before implementation. Additional invoices will be rendered on the date of shipment of CLIENT'S Equipment either to MOSS or directly to the work site.
  - B. Ongoing charges will be invoiced monthly based upon job progress and completed work, and final billing shall be invoiced upon the successful completion of MOSS's standard installation tests and CLIENT acceptance. Payment of invoices shall be by cash, check or electronic transfer and shall be due within twenty (20) days of MOSS's invoice date. Credit card payments will be accepted with a 3% service charge added.
  - C. CLIENT agrees to pay as a late charge, one and a half percent (1.5 %) per month on the unpaid balance of any invoice from MOSS, beginning on the first day after the due date of such invoice.
4. **SECURITY INTEREST.** MOSS shall retain a purchase money security interest in the Equipment until all applicable charges are paid in full. MOSS is authorized to file a financing statement to perfect its security interest.
5. **PROJECT ACCEPTANCE.**
  - A. All equipment provided by MOSS as indicated in our proposal and "Scope of Work" has been installed and tested at each site;
  - B. all required submittals, system documentation and testing has been completed per the proposal or CLIENT requirements, and turned over to CLIENT;
  - C. any damage to CLIENT facilities resulting from MOSS's installation has been repaired to CLIENT's satisfaction
  - D. all refuse resulting from the installation has been removed from CLIENT's site;
  - E. any other specific requirements that may be outlined in the bid specification documents
6. **CHANGE ORDERS.** All equipment, parts or labor added or deleted from this project after the initial purchase order, will initiate a change order. Change orders may be initiated by the CLIENT, CLIENT's representative, or MOSS and all change orders will be in writing and approved and signed by all parties before work commences.
  - A. Changes in the work may increase or decrease the project value and must be submitted in writing by a MOSS lump sum, unit pricing, or time & materials proposal.
  - B. For any lump sum additions to this contract, MOSS shall render an invoice on the date of the change order acceptance.
  - C. Time and Materials charges shall be invoiced upon the successful completion of MOSS's standard installation tests or monthly based upon job progress. These changes may affect the previously agreed upon completion date.
7. **TAXES.** CLIENT shall pay all taxes imposed upon MOSS due to the assembly, sale, delivery or installation of the Equipment not including any taxes imposed on the net income of MOSS, and MOSS shall be responsible to pay all taxes to the proper taxing authorities.
8. **TITLE AND RISK OF LOSS.** Title to the Equipment shall pass to CLIENT upon receipt at CLIENT site, at which time CLIENT shall bear all risk of loss, damage, or theft. CLIENT shall provide a secure space for any required storage of equipment on site.
9. **CANCELLATION.** If CLIENT cancels the purchase, or any portion thereof, at any time prior to the delivery of the Equipment, CLIENT shall render to MOSS as liquidated damages and not as a penalty 20% of the purchase price of that portion of the purchase canceled by CLIENT, or the amount of liquidated damages or restocking fee MOSS must pay manufacturer, if greater.
10. **SOFTWARE and FIRMWARE UPDATES.** Manufacturer's software or firmware updates can be installed by MOSS at our standard labor rates. MOSS is not responsible for deficiencies in manufacturer provided software.
11. **PROPRIETARY INFORMATION.** "Proprietary Information" shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, disclosed by, or obtained from, CLIENT or MOSS, conceived, created, acquired, or first reduced to practice relating to this Order.
  - A. Unless either party has received express written consent from the other party to the contrary, Both parties shall:
    - 1) use the Proprietary Information solely for the purposes of this Order, and not for any other purpose;
    - 2) safeguard the Proprietary Information to prevent its disclosure to or use by third parties;
    - 3) not disclose the Proprietary Information to any third party; and
    - 4) not reverse engineer, disassemble, or decompile the Proprietary Information.
  - B. Parties may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors who have a need to know such Proprietary Information for the purposes of performing this Order.
  - C. Parties are not restricted from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business:
    - 1) is or may hereafter be in the public domain through no improper act or omission of either Party or a third party;

- 2) is received by either Party without restriction as to disclosure by the other Party, or from a third Party having a right to disclose it;
- 3) was known to either Party on a non-confidential basis prior to the disclosure by the other Party; or
- 4) was independently developed by the employees of either party without access to any of the other Party's Proprietary Information.

#### LIMITED WARRANTY

12. **LIMITED WARRANTY.** MOSS represents and warrants to CLIENT, and only to CLIENT as the original purchaser, that;
- A. the Equipment is free from defects in material and workmanship, fully merchantable and of good quality;
  - B. MOSS has good title to all Equipment, free and clear of all liens and encumbrances, and will transfer such title to CLIENT in conformity with any specifications, drawings, samples or descriptions furnished by either party and approved by CLIENT and in compliance with all applicable laws;
  - C. the Equipment will conform to industry standards and be installed and tested in a workmanlike and timely manner in accordance to the manufacturer's specifications, and for the period that the manufacturer has warranted to MOSS for its goods ("Warranty Period").

When MOSS is providing installation services for the Equipment, the Warranty Period shall commence upon completion of the installation; otherwise it shall commence upon delivery of the Equipment. If, under normal and proper use, the Equipment proves to have such a material defect and CLIENT notifies MOSS within the Warranty Period, MOSS will, at its option, repair or replace the Equipment or defective component thereof without an Equipment charge to CLIENT. Replacement parts or products may be new or equivalent to new in performance. Labor involved in troubleshooting or replacing faulty equipment is not covered under the manufacturer's Equipment warranty. The warranty provided to CLIENT by MOSS does not include damages, defects, malfunctions, or failures caused by:

- 1) CLIENT's failure to follow MOSS's installation, operation or maintenance instructions;
- 2) CLIENT's modification of the Equipment;
- 3) CLIENT's abuse, misuse or negligent acts; or
- 4) Power failure or surges, lightning, fire, sprinkler leakage, flood, accident, actions of third party, and other events outside MOSS's control.
- 5) CLIENT failure to provide the proper operating environment for the Equipment as specified by MOSS or the equipment manufacturer, including electrical and telecommunications connections, or failure to provide MOSS with access to the Equipment to enable MOSS to perform maintenance or repair work.

THE FORGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**NON-CONFORMING EQUIPMENT.** MOSS will deliver only Equipment that conforms in all respects to the requirements of this Agreement. To make a claim that Equipment is nonconforming, CLIENT must inspect Equipment prior to completion of installation, and upon making a timely claim may reject Equipment for defects revealed thereby. A failure to timely object shall be deemed as CLIENT's acceptance of the Equipment. If Equipment is nonconforming, CLIENT will inform MOSS about the nonconformity as soon as reasonably practicable after CLIENT has discovered same, and may, at its sole option, permit MOSS to re-work, replace or otherwise remedy a nonconformity in accordance with any reasonable deadline CLIENT and MOSS establish; or reject nonconforming Equipment, return them to MOSS and request redelivery of conforming Equipment.

#### LIABILITY

13. **LIMITATION OF LIABILITY.** Without limiting the foregoing warranty, MOSS shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services, or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct or gross negligence by MOSS, MOSS shall not be liable for:
- A. any direct damages resulting from the loss of any of Client's data or third-party data, breach of security or loss of privacy of data on Client's systems or third-party systems that may occur on systems installed, serviced, and/or managed by MOSS, or any direct or indirect damages resulting therefrom;
  - B. the malfunction, performance or compromise of any system, network or other resource related to or associated with MOSS services in any capacity, and any Client or third-party damages, claims, losses or expenses resulting therefrom;
  - C. any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by MOSS, and any Client or third party damages, claims, losses or expenses resulting therefrom; or
  - D. any property damage occurring to CLIENT's property or property of third parties.

Despite the foregoing limitation of liability, should MOSS be found liable to Client for damages caused by MOSS's performance or non-performance of its obligations to CLIENT:

- A. The maximum liability of MOSS and its directors, officers, employees, agents, independent contractors or suppliers for loss or damage caused by or arising in connection with its performance or non-performance under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be limited to the purchase price of the Equipment.
- B. MOSS shall not be liable to CLIENT for any indirect, incidental, consequential or punitive damages, including without limitation, lost profits, sustained or incurred regarding this Agreement regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether such damages are foreseeable. Any legal action against MOSS arising from, or regarding, performance or non-performance, must be brought by CLIENT within one (1) year after the cause of action arises.

## GENERAL

14. **FORCE MAJEURE.** Neither party shall be liable for delays, failure to perform or loss or damage due to force majeure conditions including, but not limited to, fire, explosion, power blackout, earthquake, volcanic action, flood, war, government requirement, acts of God or other similar causes beyond its reasonable control. Any party so delayed in its performance shall immediately notify the other and describe the circumstances causing such a delay and mutually agree to reschedule the remainder of the project.
  15. **MODIFICATION.** No modification or waiver of any provision of this Agreement will be accepted unless authorized in writing by an authorized representative of both parties. Variances from this Agreement in any CLIENT order will be of no effect.
  16. **OMISSIONS.** Each party reserves the right to correct clerical or stenographic errors or omissions in this Agreement. If any term or provision of the Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.
  17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. MOSS shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All such rights and remedies are cumulative. No delay or failure by MOSS to exercise any right or remedy shall impair in any manner whatsoever any of such rights or remedies or be construed to be a waiver or acquiescence therein. Based on MOSS's acceptance of this Agreement in Kent County, Michigan, CLIENT agrees that exclusive jurisdiction and venue for any litigation of a dispute arising under this Agreement shall be in courts whose jurisdiction includes Kent County, Michigan. MOSS shall be reimbursed by CLIENT for all costs and expenses paid or incurred in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and costs.
- 18. ASSIGNMENT.**
- MOSS may subcontract for the performance of any of its obligations under this Agreement and this Agreement is not assignable by either party except with the prior written consent of the other party.
19. **ACKNOWLEDGEMENT.** CLIENT acknowledges that it has read this Agreement, understands it, that the person signing on its behalf is authorized to sign on its behalf, and agrees to be bound by its terms and conditions. CLIENT further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all Agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

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 bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Gate Valves	Core and Main	Bid prices as shown on the attached staff report.
Gravel & Blast Furnace Slag	Verplank Trucking Co.	Bid prices as shown on the attached staff report.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2020.

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

ATTACHMENTS:  
Staff Reports

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

## STAFF REPORT

DATE: October 5, 2020

SUBJECT: Bid Award – Gate Valves

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: October 19, 2020

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### RECOMMENDATION:

It is recommended that the City Council award the bid for gate valves to the low bidder, Core and Main, at the unit prices listed on the attached Bid Tabulation.

### COMMUNITY, SAFETY, STEWARDSHIP:

Gate valves are used to isolate sections of watermain that are being repaired or replaced throughout the City. It is important that these valves work properly to minimize water system disruptions. Replacing leaking gate valves also reduces the amount of treated drinking water that is unintentionally released into the environment.

### DISCUSSION:

On Tuesday, September 29, 2020, the City received six bids for gate valves. Eighty-eight invitations to bid were sent to prospective bidders. As indicated on the attached bid tabulation, Core and Main was the low bidder.

The Public Works Department replaces gate valves on water mains when they are found to be leaking or inoperable.

The Public Works Department is anticipating an estimated yearly total of \$11,000 for gate valves. The total estimated price is an increase of 3.5% from last year's bid.

### BUDGET IMPACT:

Sufficient funds are available in the Water Main Maintenance Account, 591-441-56200-930.000.

### BID TABULATIONS:

City of **Wyoming** Michigan  
 TABULATION OF BIDS  
 FOR GATE VALVES - BID # 1865  
 OPENED BY THE CITY CLERK ON SEPTEMBER 29, 2020 AT 11:00 A.M. O'CLOCK

Item Description	Estimated Quantity	Core and Main		EJ USA, Inc.		Etna Supply		Ferguson Enterprises		The Macomb Group		Hamlett Environmental Technologies	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 529.90	\$6,358.80	\$ 567.65	\$6,811.80	\$ 573.00	\$6,876.00	\$ 590.48	\$7,085.76	\$ 592.50	\$7,110.00	\$ 814.00	\$9,768.00
8" (Open Right/Left)	6	\$ 853.27	\$5,119.62	\$ 914.00	\$5,484.00	\$ 911.00	\$5,466.00	\$ 924.48	\$5,546.88	\$ 949.40	\$5,696.40	\$1,150.00	\$6,900.00
12" (Open Right/Left)	0	\$1,683.69	\$ -	\$1,803.42	\$ -	\$1,798.00	\$ -	\$1,811.78	\$ -	NO BID		\$1,991.00	\$ -
<b>Grand Total:</b>		\$11,478.42		\$12,295.80		\$12,342.00		\$12,632.64		\$12,806.40		\$16,668.00	
<b>Brand Bid:</b>		East Jordan Iron Works		East Jordan Iron Works		American Flow Control		East Jordan Iron Works		America AVK		J&S Valve	
<b># of days for deliveries from order:</b>		7 days		1-2 days		7-10 days		7-10 days		14 days		7-14 days	

## STAFF REPORT

DATE: October 5, 2020  
SUBJECT: Bid Award – Gravel and Blast Furnace Slag  
FROM: Jodie Theis, Public Services Supervisor  
Date of Meeting: October 19, 2020

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### **RECOMMENDATION:**

It is recommended that the City Council award the bid for road gravel at a unit price of \$12.00 per ton and blast furnace slag at a unit price of \$17.50 per ton to the low bidder, Verplank Trucking Co.

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

The City uses road gravel and blast furnace slag throughout the community for street and utility repairs. 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 disposal of concrete and other materials in landfills.

### **DISCUSSION:**

On Tuesday, September 29, 2020, the City received three bids for road gravel and one bid for blast furnace slag. Sixty-four invitations to bid were sent to prospective bidders. Verplank Trucking Co. submitted the low bid of \$12.00 per ton for road gravel and the sole bid of \$17.50 per ton for blast furnace slag.

The Public Works Department 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 are 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 \$30,000 for road gravel and \$26,250 for blast furnace slag. The unit price for road gravel is a decrease of 1% from last year's bid. The unit price for blast furnace slag is an increase of 52% from last year's bid.

### **BUDGET IMPACT:**

Sufficient funds are available in the Sewer and Water Fund Maintenance Accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

**BID TABULATIONS:**

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR GRAVEL AND BLAST FURNACE SLAG - BID # 1866  
OPENED BY THE CITY CLERK ON SEPTEMBER 29, 2020 AT 11:00 A.M. O'CLOCK

<b>Bidder</b>	<b>Road Gravel 22-A, MDOT Per Ton</b>	<b>Blast Furnace Slag 22-A, MDOT Per Ton</b>
Marjo Construction Services	\$12.83	No Bid
Rusche's Trucking Inc.	\$14.35	No Bid
Verplank Trucking Co.	\$12.00	\$17.50