

## **NOTICE OF ELECTRONIC MEETING**

Due to the Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order requiring gathering restrictions and the Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rule 5.8 requiring remote-work where feasible in order to minimize the spread of the COVID-19 virus during the pandemic, and in accordance with the Open Meetings Act allowing electronic meetings, the Wyoming City Council meeting scheduled for Monday, February 15, 2021 at 7:00 p.m., will be held electronically. A copy of the full agenda for this meeting is available at <http://bit.ly/3crhaTU>.

### **Participate Via Zoom Meeting**

The meeting will be conducted by Zoom. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

#### Online

Visit at

[zoom.us/j/98172743392](https://zoom.us/j/98172743392).

#### By Phone

Alternatively, those wishing to participate may call toll free.

1. Call [877.853.5257](tel:877.853.5257) or [888.475.4499](tel:888.475.4499)
2. When prompted, enter meeting ID number [981 7274 3392](tel:98172743392) followed by the # key.

### **Watch Council Live**

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at [wktv.org/live26.html](http://wktv.org/live26.html).

### **Provide Public Comment**

Those wishing to comment on agenda items or to raise other issues to the City Council may send written comments by e-mail, voice messages by phone, or online during the meeting. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email [CityCouncilComments@wyomingmi.gov](mailto:CityCouncilComments@wyomingmi.gov).

By Phone – Call 616.228.6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on the date of the meeting.

In Zoom Meeting – Follow the instructions above to join the zoom meeting. Public comment will also be taken during certain times at the meeting. If you are joining the meeting online or through the zoom app on a computer, click participants and use the raise hand during the public comment period. If you are joining the zoom meeting through a mobile device, click the more button and select raise hand. If you are calling in to the zoom meeting, press \*9 to raise your hand during the public comment period.

Email City Council Members Directly – You can contact City Council members with their contact information provided at <https://bit.ly/2y6fYmS>.

## **Special Accommodations**

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either [Clerk\\_info@wyomingmi.gov](mailto:Clerk_info@wyomingmi.gov) or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

## **Acomodación**

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 or [Clerk\\_info@wyomingmi.gov](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, FEBRUARY 15, 2021, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Lon Hughes
- 3) Roll Call**
- 4) Student Recognition**
- 5) Approval of Minutes**  
From the February 1, 2021 Regular Meeting, the February 8, 2021 Work Session and the February 8, 2021 Closed Session
- 6) Approval of Agenda**
- 7) 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. Please begin by providing your name and address. There is a 3 minute limit per person.*
- 8) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 10) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 11) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 12) Budget Amendments**
  - a) Budget Amendment No. 53 – To Reduce \$54,281.46 of Budgetary Authority for Unspent Grant Funds Related to the OHSP Grant Ending September 2020 and Recognize the Reduction in Associated Grant Revenue from the Office of Highway Safety Planning
  - b) Budget Amendment No. 55 – To Appropriate \$2,500 of Additional Budgetary Authority to Provide Funding for EMS Supplies and Recognize the Associated Donation from ADT
- 13) Consent Agenda**  
*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*

- a) Of Appreciation to Richard Hamilton for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
- b) To Appoint Alexander M. Fera as a Member of the Parks and Recreation Commission for the City of Wyoming
- c) To Appoint LeighAnn M. TeBos as a Member of the Community Enrichment Commission for the City of Wyoming
- d) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2021/2022 One Year Action Plan (April 5, 2021 at 7:01 p.m.)

**14) Resolutions**

- e) To Amend a Portion of the City of Wyoming Fee Schedule
- f) To Support the Construction and Long-Term Maintenance of the Plaster Creek Trail from Division Avenue to Buchanan Avenue in the City of Wyoming

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

- g) To Waive Certain Requirements of the City Code for a Spring Carnival and to Approve and Authorize Signing of a 2021 Spring Carnival Contract and Police Support Contract with T.J. Schmidt & Company, LLC, for the 2021 Carnival to be Held at Lamar Park from April 23 – May 2, 2021
- h) To Accept an Agreement with VelocityEHS for MSDS Online Cloud Based Safety Sheet Service and to Authorize the City Manager to Execute the Contract
- i) To Accept Quotes from Moss to Enhance the New Technology in the Council Chambers, Approve the Attached Budget Amendment, and Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 54)
- j) To Accept a Proposal from HECO to Repair One High Service Pump Motor and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Proposal from Solomon Diving, Inc. to Provide Underwater Inspection Services and Authorize the Mayor and City Clerk to Execute the Contract
- l) To Extend Spring Bids
  - 1. Bituminous Paving Materials
  - 2. Ready Mixed Concrete
  - 3. Sand
  - 4. Topsoil
- m) For Award of Bids
  - 1. Fertilizer
  - 2. Hardwood Shredded Bark and ADA Approved Playground Wood Chips

**16) Ordinances**

**17) Informational Material**

Parks and Recreation Annual Report

**18) Acknowledgment of Visitors**

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

**19) Closed Session (Labor Contract Negotiations)**

**20) Adjournment**





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

RESOLUTION OF APPRECIATION TO RICHARD HAMILTON FOR HIS SERVICE  
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Richard Hamilton has served faithfully and effectively as a member of the Parks and Recreation Commission since December 3, 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Richard Hamilton for his dedicated service as a member of the Parks and Recreation Commission.

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 February 15, 2021.

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

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

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

RESOLUTION TO APPOINT ALEXANDER M. FERA AS A MEMBER OF  
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Alexander M. Fera has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2023.
3. City Council wishes to appoint Alexander M. Fera as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Alexander M. Fera as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2023.

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 February 15, 2021.

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

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

RESOLUTION TO APPOINT LEIGHANN M. TEBOS AS A MEMBER OF THE  
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. LeighAnn M. TeBos has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2023.
3. City Council wishes to appoint LeighAnn M. TeBos as a member of the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of LeighAnn M. TeBos as a member of the Community Enrichment Commission for the term ending June 30, 2023.

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 February 15, 2021.

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

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

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED  
WYOMING COMMUNITY DEVELOPMENT 2021/2022 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 45 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 46th program year covering the period of July 1, 2021, through June 30, 2022.
3. On February 3, 2021, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2021/2022 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2021/2022 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 5, 2021 at 7:01 p.m. for a public hearing on the Wyoming Community Development 2021/2022 One Year Action Plan.

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 February 15, 2021.

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

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

RESOLUTION TO AMEND A PORTION OF THE  
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Section VII of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section VII - Planning and Development effective immediately.

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 February 15, 2021.

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

ATTACHMENTS:

Staff Report

Proposed Fee Schedule

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

## STAFF REPORT

Date: February 1, 2021

Subject: Proposed Application Fee for Annual Mobile Food Vendor Application

From: Nicole Hofert, City Planner

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 15, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council set an annual mobile food vendor license fee of \$300. This recommendation is based on a detailed evaluation of costs associated with the review and approval of this licensing process.

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

Wyoming continually strives to provide services which aid the public in achieving development and spurring investment in the community. The determination and setting of fees and the review of a project's compliance with applicable city codes are essential services provided by the City. The fee process includes required documentation from applicants that ensures proper safety requirements are adhered to thereby ensuring the safety of the greater community.

### **DISCUSSION:**

At the December 7, 2020 regular City Council meeting, Council adopted Section 90-331 *Standards for Mobile Food Vendors Zoning Ordinance* text amendment and a companion regulatory ordinance, Article XIII, in the City's Code of Ordinances that regulates mobile food vendors in the City and provides penalties for the violation of that article. The ordinance additionally dictates that application for a mobile food vendor license shall be accompanied by license fee in an amount established by resolution of the City Council. State law dictates that municipalities may only assess application fees which cover expenses, they are not permitted to make profit.

In preparing their fee recommendation, staff performed a review of the application process, including those individuals involved in the process, and documented the estimated amount of time and associated expense for each area's review. Per the review process outlined in Article

XIII, it is expected that a mobile food vendor application review will involve the following city positions:

- City Planner
- Planner I
- Fire Marshall
- Building Official
- OS I – Clerk’s Office

Using standardized hourly rates for each position, provided in coordination with the Finance Department, and estimating the amount of time each position will require for review and approval of the application, staff recommends the fee for a single truck mobile food vendor license be \$300.

The graphic following provides a more detailed breakdown of the costs associated with the review and approval of the license.

Position	Avg Hr. Rate*	Est. Time Spent	Description of time spent	Total Est. Expense
Planner I	66.05	1.50	Receive the application, confirm complete, distribute for review, receive comments, draft approval/issue permit	99.075
City Planner	96.3	0.50	Review application, confirm conformance with codes, issue permit	48.15
Fire Marshall	91.60	1.00	Review application, confirm conformance with codes, make recommendation on approval	91.60
Building Official	80.48	0.50	Review application, confirm conformance with codes, make recommendation on approval	40.24
OS I - Clerk's Office	58.14	0.50	Confirm applicant has a valid City Business License	29.07

**Total Estimated Cost**

<b>308.135</b>
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\*Hourly standardized wage including fringe benefits

**BUDGET IMPACT:**

Only a revenue account is impacted by this licensing fee. Revenue received from this license fee will be applied to the General Fund G/L Account 101-622 Planning Fees.

**ATTACHMENTS:**

None.

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**ADDITION IS IN BOLD**

**VII - PLANNING AND DEVELOPMENT**

PLANNED UNIT DEVELOPMENTS

(For overall review only; separate additional fees are required for individual projects within the PUD)

Under 41 acres	\$ 700.00
41 acres or over	1,200.00
Major Revisions (as determined by Planning Director)	250.00

REQUEST FOR ZONING CODE TEXT AMENDMENT 600.00

REZONING PETITION

Under 1 Acre	600.00
1 Acre or over	1000.00

RIGHT-OF-WAY VACATIONS

Residential	75.00
Nonresidential	200.00

SITE PLAN REVIEW

Apartments, Townhouses, Condominiums	
Other types of Multiple Family	600.00
. . . plus, \$4.00 per unit up to	1,800.00

Commercial, Industrial, Others:

Site size under one acre	400.00
Site sizes one acre or over	600.00

Additions:

Site sizes under one acre	200.00
Site sizes one acre or over	300.00
. . . except, building additions under 700 square feet	100.00

SPECIAL PLANNING COMMISSION MEETINGS

(Requested by petitioner) 500.00

SPECIAL USE APPLICATION 500.00

SUBDIVISION OR PLAT APPROVAL

Preliminary Plat-Tentative Approval	
(One-time fee covers Preliminary Plat-Final Approval and Final Plat Approval)	600.00
. . .plus, per lot	6.00

ZONING CONFIRMATION LETTERS 25.00

**MOBILE FOOD VENDOR LICENSE APPLICATION 300.00**

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

RESOLUTION TO SUPPORT THE CONSTRUCTION AND LONG-TERM MAINTENANCE  
OF THE PLASTER CREEK TRAIL FROM  
DIVISION AVENUE TO BUCHANAN AVENUE IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming is seeking a Transportation Alternative Program (TAP) project through the Michigan Department of Transportation (MDOT) for the construction of the Plaster Creek Trail from Division Avenue to Buchanan Avenue in the City of Wyoming.
2. The City of Wyoming commits to finance all engineering, permits and costs for the construction of the non-motorized path along the south side of Plaster Creek Boulevard and to perform all necessary maintenance activities throughout the life of the trail.
3. It is in the City's best interest to support the construction and long-term maintenance of the non-motorized trail.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby supports the construction and long-term maintenance of the Plaster Creek Trail from Division Avenue to Buchanan Avenue in the City of Wyoming.
2. The City Council hereby authorizes the Mayor and Clerk to act as the representatives for the City of Wyoming during the project development for the issuance of the TAP grant.

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 February 15, 2021.

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

ATTACHMENTS:

Staff Report

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

## STAFF REPORT

Date: February 10, 2021

Subject: TAP Grant for Plaster Creek Trail

From: Russ Henckel, Assistant Director of Public Works

Date of Meeting: February 15, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council support the application of a Transportation Alternative Program (TAP) grant for the construction of the Plaster Creek Trail along the south side of Plaster Creek Boulevard from Division Avenue to Buchanan Avenue and accept the long term maintenance responsibility for the trail in the City of Wyoming.

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

The City of Wyoming continually strives to improve multi-modal transportation in and throughout the area. The City's trail system promotes safe and efficient travel for cyclists and pedestrians and encourages alternative modes of travel. Adjacent to transit stops on Division Avenue, the trail will be an asset to many users and multiple modes of non-motorized travel.

### **DISCUSSION:**

The City of Wyoming is seeking a Transportation Alternative Program (TAP) grant for the construction of non-motorized trail along Plaster Creek Boulevard from Division Avenue to Buchanan Avenue. The proposed trail through Wyoming will connect to an existing trail network in the City of Grand Rapids. The proposed extension will allow non-motorized travelers easy access to the Kroc Center and Bus Rapid Transit (BRT) stops along Division Avenue.

The City of Wyoming supports the construction of the trail and long-term maintenance. Additionally, the City authorizes the Mayor and Clerk to act on behalf of the City of Wyoming for the issuance of the TAP grant.

### **BUDGET IMPACT:**

There is sufficient money in the Major Streets Fund Account No. 202-441-46300-972.510.

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

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CITY CODE FOR A  
SPRING CARNIVAL AND TO APPROVE AND AUTHORIZE SIGNING OF A 2021 SPRING  
CARNIVAL CONTRACT AND POLICE SUPPORT CONTRACT WITH T.J. SCHMIDT &  
COMPANY, LLC, FOR THE 2021 CARNIVAL TO BE HELD AT LAMAR PARK FROM  
APRIL 23 – MAY 2, 2021

WHEREAS:

1. The City of Wyoming Community Services' Parks and Recreation Department is sponsoring a carnival at Lamar Park from April 23 through May 2, 2021.
2. The carnival is anticipated to raise funds for departmental programs and the Greater Wyoming Community Resource Alliance to provide scholarships for department programs and community grants.
3. Section 14-282 of the City Code allows the City Council to waive the restrictions of "Division 3. Carnivals" if the sponsor is a nonprofit, religious, fraternal, school or community organization established in the City for at least 5 years and a waiver is deemed to be in the City's best interest.
4. Section 14-276 of the City Code requires carnival applications to be accompanied by payment of all fees and bonds and T.J. Schmidt and Company, LLC has done so.
5. The Carnival will be conducted pursuant to the terms of a proposed 2021 Spring Carnival Contract with T.J. Schmidt & Company, LLC and additional security arrangements have been made with the Department of Public Safety pursuant to a proposed Police Support Contract, both of which contracts have been signed by T.J. Schmidt & Company, LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. The fee requirement of Section 14-276 of the Code of the City of Wyoming is waived and T.J. Schmidt & Company, LLC is approved to hold a carnival April 23 – May 2, 2021.
2. The 2021 Spring Carnival Contract and Police Support Contract with T.J. Schmidt & Company, LLC are approved and the Mayor and City Clerk are authorized and directed to sign them for the City.

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 February 15, 2021.

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

ATTACHMENTS:  
Staff Report  
Site Security Plan  
Contract/Agreement

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

## STAFF REPORT

Date: February 9, 2021

Subject: Contract Approvals and Request to Waive Fees for Annual Carnival

From: Krashawn Martin, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 15, 2021

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### RECOMMENDATION:

The City of Wyoming Community Services' Parks and Recreation service area is sponsoring a carnival April 23 – May 2 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance. Funds raised provide scholarships and operational support for department programs and community grants. We are requesting the City Council approve the 2021 Spring Carnival Contract (including the attached Police Support Contract) and waive all fees for this event with the proceeds to be used for the Greater Wyoming Community Resource Alliance and the Parks and Recreation service area.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – The City of Wyoming through its Parks and Recreation service area are custodians of almost 700 acres of park lands and natural resources and the provider of over 200 youth, adult, senior and family health, wellness, education, athletic, and leisure recreation programs. This work is supported in part by the Parks and Recreation Millage, fundraising, and donations.

Funds raised by the carnival will allow for a greater level of access to scholarships and recreation services for disenfranchised populations within the community.

Safety – Enhanced safety for carnival patrons and the protection of park facilities is achieved through the direct engagement of Public Safety Community Policing officers.

Stewardship – With the partnership that has been created with T.J. Schmidt Company, the carnival operator, they will provide 20% of the gross receipts of funding to be disbursed equally between the Parks and Recreation service area and the Greater Wyoming Community Resource Alliance, helping to maintain the financial viability of these programs and services.

### DISCUSSION:

This will be the fifth year that carnival operator TJ Schmidt Company has worked the event with the City of Wyoming. The carnival will be held at Lamar Park, 2561 Porter St. SW in the North parking lot. The request to waive the carnival application and related fees will provide additional funding to be disbursed between the Parks and Recreation service area and the Greater Wyoming Community Resource Alliance. The proprietor will comply with all City ordinances and have the additional liability insurance required for a special event. They will also provide the required \$1,000 bond.

We have discussed the site's feasibility in hosting the carnival, including an assessment of parking and electrical needs, with Tim Montgomery, Parks Foreman, and Dave Rupert, Building Inspection Supervisor, and the site security plan with Captain Kip Snyder and Fire Inspector Bill Aman. In addition to the carnival provided security, the Public Safety Department's policing personnel will provide staffing to enhance public relations, increase security, and be onsite to quickly respond to health and welfare needs of children and families attending the carnival. Public Safety support will be provided on Thursday and Friday 4:00-9:00pm, and Saturday and Sunday 4:00-9:00pm. These costs shall be reimbursed by the carnival operator. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

**BUDGET IMPACT:**

The carnival allows for the attainment of budget goals related to fundraising. The carnival also provides for scholarship income to be applied to youth registrations for recreation programs.

In-kind expenses by the Parks and Recreation service area for set up and removal of security cattle fencing during the carnival have already been budgeted.

**ATTACHMENTS:**

Resolution  
Contracts (2)

###



**WINTER OFFICES**

4248 M61  
Standish, MI 48658

**WINTER PHONE**

(989) 846-6572

**FAX**

(989) 846-6572

**EMAIL**

mifun@tjschmidtcarnival.com

**FOOD SERVICE SPECIALIST**

Sandra L. Schmidt(989) 239-4318

**VICE PRESIDENT GENERAL OPERATIONS**

Kyle T. Schmidt  
(989) 302-1375

**BUSINESS MANAGER/HUMAN RESOURCES**

Douglas P. Burtch  
(989) 213-5835

**T.J. SCHMIDT & COMPANY**

**WEB**

[www.TjSchmidtCarnival.com](http://www.TjSchmidtCarnival.com)

**Proud Member:**



**Site Security Plan-Carnival 2021**

Location: Lamar Park, City of Wyoming, MI

**Overview:**

The City of Wyoming Parks & Recreation will be sponsoring a carnival put on by T.J. Schmidt & Company of Standish, MI. This will return a percentage of gross receipts back to the Parks & Recreation Department and the Greater Wyoming Community Resource Alliance.

Dates of Operation: April 23, 2021-May 02, 2021

The event will be located in Lamar Park. We have obtained permission from City of Wyoming-Parks Department for operating this carnival during the following hours:

Monday-Thursday	4:00 - 8:30 p.m.
Friday	2:00 - 8:30 p.m.
Saturday & Sunday	Noon-8:30 p.m.

**Security Plan:**

TJ Schmidt & Company will retain designated staff to handle security during all Friday, Saturday and Sunday's of operation. Additional TJ Schmidt & Company staff will act as security with limited other job obligations during the respective weekdays. They will be equipped with two way radios to the carnival office.

Krashawn Martin of the City of Wyoming will review and confer with the Wyoming Police Department who will be requested to staff two officers for Thursday, Friday, Saturday and Sunday event dates with times TBD with advisement from the Chief of Police. Fire Inspectors and Chief Building Inspectors have also been notified of the carnival site plan. The entire carnival will be enclosed with temporary cattle fencing provided by the Parks and Recreation Department.

Doug Burtch is the Chief Operations Officer for TJ Schmidt & Company and will be the on-site Emergency Contact. His cell phone number is 989-213-5835.

## 2021 SPRING CARNIVAL CONTRACT

This 2021 Spring Carnival Contract is made as of **February 15, 2021**, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "**City**"), and T.J. Schmidt & Company, LLC, a Michigan limited liability company of 4248 W M-61, Standish, MI 48658 ("**TJS**").

### RECITALS

- A. As part of its programming, the City's Parks and Recreation Department, in cooperation with the Greater Wyoming Community Resource Alliance (the "**Alliance**"), sponsors an annual spring carnival.
- B. TJS provides carnival rides, games, amusements and concessions in differing venues.
- C. The 2020 Spring Carnival is scheduled to begin on April 23, 2021 and end on May 2, 2021 (the "**Carnival Dates**") in a designated area of the City's Lamar Park, 2561 Porter Street SW, Wyoming, MI 48509 (the "**Carnival Site**").

### TERMS AND CONDITIONS

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

#### **Superseding COVID-19 Pandemic Provision:**

- A. The parties mutually acknowledge the novel coronavirus COVID-19 ("**COVID**") pandemic (the "**pandemic**") has affected normal City and TJS operations. Emergency rules issued by the Michigan Occupational Health and Safety Administration (**MIOSHA**), emergency orders issued by the Michigan Department of Health and Human Services (**MDHHS**), guidelines issued by those agencies and by the United States Centers for Disease Control (**CDC**), Kent County Health Department (**KCHD**), and other agencies, and the City's COVID-19 Preparedness and Response Plan, a copy of the current version of which is attached as Exhibit C but is subject to revision by the City at any time ("**City COVID Plan**") require certain disease prevention protocols, limit attendance, require certain distancing among personnel and patrons, limit or prohibit certain activities, and impose other requirements or limitations that can affect the viability of the Spring Carnival or, at the very least, impose additional conditions on how it occurs.
- B. Not later than April 1, 2021, the parties will decide whether the Spring Carnival is viable given pandemic-related requirements and limitations then in effect. Either party may determine that due to those requirements and limitations, the 2021 Spring Carnival will not occur. If either party makes a decision to cancel the 2021 Spring Carnival due to the pandemic and communicates it to the other party by that date, neither party will have any further obligations related to the 2021 Spring Carnival.
- C. Regardless of any other term or condition of this Contract, if the 2021 Spring Carnival is held, TDS will comply with all applicable pandemic-related laws, rules, regulations, orders, and guidelines of MIOSHA, MDHHS, KCHD, and the CDC in setting up, operating and taking down the Spring Carnival. TDS will also fully cooperate with those agencies in any contact tracing or other actions any of those agencies may undertake in relation to persons working at or patronizing the Spring Carnival.
- D. Regardless of any other term or condition of this Contract, if the 2021 Spring Carnival is held, TDS will comply with the City COVID Plan in setting up, operating and taking down the Spring Carnival.

This provision will supersede any term or condition of this Contract that is contrary to it.

#### 1. TJS's Obligations. TJS will:

A. Provide, manage, and operate a "turn-key," top quality carnival on the Carnival Dates at the Carnival Site consisting of carnival rides, games, amusements, and concessions generally in keeping with past carnivals TJS has provided for the City's Spring Carnival. The Spring Carnival will operate only between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (the "**Permitted Times**").

- 1. TJS will provide all ticket sales, grounds clean-up, hand sanitizing stations, photo opportunity boards, trash and refuse receptacles, electrical cable covers, shaded areas with bench seating, a

centrally located office open and available to the City's personnel and staffed by TJS to address any questions or concerns, and all related services and amenities.

2. TJS personnel will all wear distinguishing, identifying uniform shirts and hats during all Permitted Times. All TJS personnel will treat City staff, Alliance staff, City and Alliance volunteers, Spring Carnival patrons, and the general public with civility, respect, and courtesy.

B. Arrive at the Carnival Site at a date and time to be arranged with the Special Events & Marketing Programmer for the City's Parks and Recreation Department (the "**City Contact**") to set-up in a manner acceptable to the City Contact the carnival within the Carnival Site which is to be enclosed by the City with temporary cattle fencing.

C. Remove the carnival, all vehicles and TJS personnel following the end of the Spring Carnival and restore the Carnival Site to a condition as good as it was in prior to TJS's arrival at the Carnival Site. That removal and restoration shall be completed by the date and time arranged with the City Contact.

D. Except during set-up and tear-down, maintain the Carnival Site during TJS's occupancy in a clean and neat condition, free of any trash or refuse outside of designated waste or recycling containers. TJS shall arrange for a dumpster and will regularly empty all trash and refuse containers.

E. Comply with the security plan it provides to and that is approved by the City's Public Safety Department, which shall, at a minimum, include:

1. TJS will have TJS personnel designated as "security" personnel by distinctive hats, shirts, badges or other means during all Friday, Saturday and Sunday Permitted Hours. Other TJS personnel will also perform security-related functions in addition to their other duties during those Friday, Saturday and Sunday Permitted Hours and during other Permitted Hours. Those TJS personnel will be equipped with 2-way radios allowing direct communications with the Spring Carnival office.

2. TJS will, at its expense, enter into a **Police Support Contract** with the City, generally in the form attached as **Exhibit A**, to provide 2 City police officers during agreed-upon Permitted Hours on Thursday, Friday, Saturday and Sunday.

F. Manage and operate the Spring Carnival in a safe manner. The Permitted Hours are not required hours of operation, but the only hours that operation is permitted. TJS shall determine whether weather, power outages, or other conditions make Spring Carnival operation unsafe and limit or cease operations during such times as TJS deems it unsafe operate. However, TJS shall comply with any directives issued by the City's Department of Public Safety, City's Inspections officials or others limiting or halting operations of some or all the Spring Carnival during certain times.

G. For itself and its personnel obtain, maintain, and comply all permits, licenses, registrations, certificates or other approvals required to own, manage, operate, site, set-up, tear-down, use, or transport all or any parts of the Spring Carnival including all rides, equipment, games, amusements, concessions, personnel's living quarters, office and other components and activities of the Spring Carnival. This includes arranging for and undergoing any required inspections by federal, state, county and City agencies or officials.

H. Ensure TJS and its personnel comply with all applicable (i) laws, rules, and regulations, (ii) requirements of licenses, permits, and other approvals, and (iii) orders of governmental agencies, officials and courts. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration and Michigan Occupational Safety and Health Act safe practices.

I. Comply with the terms of the City Carnival License and City Business License issued to TJS.

J. Provide the insurance required by this Contract.

K. Comply with notices, directions, notifications and other communications from City Inspections and Fire Department officials concerning actions needed to comply with applicable construction, fire and other codes.

L. Ensure TJS and its personnel comply with all other terms of this Contract.

M. Pay jointly to the City and the Alliance a total amount equal to 20% of TJS's gross receipts for carnival rides at the Spring Carnival. TJS will provide a reasonable accounting of the gross receipts. The City may, at its request, audit TJS's receipts for the Spring Carnival.

2. City Obligations. The City will:

A. Provide on the Carnival Site with the perimeter enclosed by temporary cattle fencing for the Carnival and provide an area on the Carnival Site for living quarters for TJS personnel.

B. Provide TJS personnel access to electric power, to potable water and to the Lamar Park restrooms in a manner arranged by the City's Parks Facilities Supervisor with TJS.

1. The City does not promise that the provided electric power is sufficient for any particular person or use and it is up to TJS to determine whether or not it meets the needs for the Spring Carnival and for any given ride, amusement or other equipment, device or use. However, the City's Inspection staff will inspect the electric power and uses for compliance with applicable construction and other codes.

2. The City's inspection staff may also inspect water connections and uses for compliance with applicable construction and other codes.

C. The City's fire inspection staff will also inspect the Carnival Site during and after set-up for compliance with applicable fire codes and other standards.

3. City Standard Terms and Conditions.

A. TJS and its personnel will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment 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 particular job or position. TJS and its personnel will not discriminate, harass, or retaliate against a City officer or employee or a member of the public because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action

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

C. TJS and its members, officers and employees, have not engaged in and will not engage in: (i) holding or acquiring an interest that would conflict with this Contract; (ii) an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting 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, except TJS's personnel, any consideration contingent upon the award of this Contract. No TJS member, officer, or key employee is a spouse, parent, child, grandchild, or sibling of the mayor, a 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 before signing this Contract. TJS will immediately notify the City of any change in these circumstances.

D. TJS guarantees the use of software, records or other intellectual property used to meeting its obligations or exercising its rights under this Contract will not infringe any copyright, patent, trademark or other intellectual property rights.

E. TJS will retain copies of all records related to this Contract for at least 6 years after completion of this Contract and will, upon the City's request, allow inspection, auditing and copying of all retained records.

4. Independent Contractor. TJS is an independent contractor.

A. Neither TJS nor any TJS personnel are or will represent themselves to be City officers or employees.

B. Payment of any (i) income, sales, use, excise or other taxes related to the Spring Carnival, (ii) self-employment taxes, (iii) employee withholding for TJS personnel including, without limitation, Social Security, Medicare, income tax, garnishments or court ordered payments, insurance premiums or other amount TJS is required to pay or that is required to be withheld from any compensation due TJS personnel, (iv) wages and benefits (or premiums or other amounts for any fringe benefits) due or provided any TJS

personnel, (v) workers' disability compensation or unemployment compensation, and any similar amounts to be paid by or on behalf of TJS or its personnel are solely the responsibility of TJS.

C. Nothing in this Contract is intended to or shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association between the parties.

D. The City will not provide any liability or other insurance coverage of TJS or TJS personnel. TJS is solely responsible for any such coverage TJS is required to have or may wish to have. The City will not carry insurance covering TJS for any injuries or property damage TJS or TJS's personnel may suffer or experience in performance under this Contract.

E. TJS is solely responsible for (i) selection, transit, set-up, removal, operation, use, maintenance, repair, and management of the rides, games, equipment, devices, concessions, vehicles, living quarters, food, and other tools, materials and items used in the Spring Carnival; (ii) for the management, oversight, and operation of the Spring Carnival, (iii) maintenance and cleanliness of the Carnival Site during the Carnival Dates and from the first arrival of TJS at the Carnival Site before until the final vacation of TJS from the Carnival Site after the Carnival dates, and (iv) the conduct of TJS's members, officers, employees, and other TJS personnel.

#### 5. Risk Allocation and Insurance.

A. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from any injuries or property damage TJS and TJS's members, employees and other personnel may suffer during TJS's performance of under this Contract. Without limiting the generality of the previous sentence, TJS to the extent permitted by law, TJS releases the City, the Alliance and their respective elected and appointed officers, employees and volunteers, from all liability or responsibility to TJS and its members, officers, employees and other personnel and anyone claiming through or under TJS by subrogation nor otherwise, for any loss or damage to property of TJS or its members, officers, employees or other personnel caused by fire or any other casualty during the occupancy or use of any part of the Carnival Site by TJS or its members, officers, employees or other personnel, even if the fire or other casualty was caused by the fault or negligence of the City, the Alliance or their respective elected or appointed officers, employees or volunteers. TJS will ensure that its insurance policies include a clause or endorsement to the effect that such release will shall not adversely affect or impair such policies or prejudice the right of TJS to recover thereunder.

B. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from, indemnify them for and defend them (with legal counsel reasonably acceptable to the City) against all claims, demands, lawsuits, administrative proceedings, judgments, awards, or other obligations to pay any amounts due to: (i) TJS's breach of this Contract, (ii) the intentional wrongful acts, recklessness, carelessness, or gross negligence of TJS or its members, officers, employees or other personnel, and (iii) any other personal injury (including death), property damage, or other loss suffered by a third party (an individual or person other than the City) resulting from any responsibility of TJS under subsection 4.E or other provision in this Contract.

C. Contractor has and will maintain the insurance coverage identified in the **Certificate of Liability Insurance** produced by Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, Client#: 12388, issued April 1, 2021 showing coverage by ACE American Insurance Company, NAIC# 22667, Policy # G24634358, and policy period from April 1, 2021 to April 1, 2022 that was filed with the City, a copy of which is attached as **Exhibit B**.

6. Term and Termination. This Contract will be in effect from the date first written above until all obligations under this Contract have been met or performed.

#### 7. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate Police Support Agreement between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation but its recitals are an integral part of

this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

B. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

**[SIGNATURES ON NEXT PAGE]**

**CITY OF WYOMING**

**T. J. SCHMIDT & COMPANY, LLC**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Doug Burtch, Business Manager

Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

Date signed: \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Attachments**

- Exhibit A – Police Support Contract
- Exhibit B – Certificate of Insurance

**EXHIBIT A**  
**POLICE SUPPORT CONTRACT**  
(2020 SPRING CARNIVAL)

This Police Support Contract is made as of February 15, 2021, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 48509 (the "City") and T. J. Schmidt Company, LLC a Michigan limited liability company of 4248 W M-61, Standish, MI 48658 ("Company").

RECITALS

- A. The Company intends to occupy a part of Lamar Park in the City (the "Site") to operate the 2019 Spring Carnival from April 24, 2020 through May 3, 2020, in accordance with the 2020 Spring Carnival Agreement between the City and the Company dated as of February 15, 2021 (the "Event").
- B. The Company expects to draw many patrons during it hours of operations which are between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates ("Operation Hours").
- C. While it has its own security team, the Company, as part of an overall cooperative and foresighted effort to attend to the safe operation of the Event, believes a local police presence during a part the Operation Hours on Thursday, Friday, Saturday and Sunday will help the Company ensure the safety of Event patrons, the general public and Company personnel during the operation of the Event.
- F. The City is amenable to assigning police officers to provide that local police presence in accordance with this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this contract, the City and the Company agree:

- 1. Assignment. The City will schedule 2 police officers selected by the City Police Department to be in the Event Parking Areas and other areas surrounding the Company's Premises in accordance with the scheduled hours that comprise the written operations plan agreed upon between the Company and the City Police Department Community Service Team.
  - A. This Contract provides for City Police presence, not any special or enhanced duties or services. Assigned officers will be under normal City Police Department command and will act in accordance with City Police Department policies, procedures and protocols. Company personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Police Department direction, policies, procedures and protocols. If Company personnel believe different actions or responses are appropriate, Company personnel may direct any such concerns to City Police Department command personnel.
  - B. Assigned officers will remain outside the areas of the Site that are open only to Company personnel and not to the general public unless summoned by Company personnel to address a particular situation within those premises.
  - C. One or both assigned officers will accompany Company personnel as they make deposits at the bank located near the Company's Premises.
  - D. Assigned officers will use their discretion, as provided within City Police Department direction, policies, procedures and protocols to attend to vehicular traffic, pedestrian travel, specific situations, and particular incidents around the Company's Premises, the surrounding streets, and the Event parking areas. Assigned officers shall have no special duties or special obligations to the Company, Company personnel, Company patrons or the general public. This Contract provides for City Police presence, not any special or enhanced duties or services.
  - E. In accordance with its normal practice, the City may assign other officers to duties related to the Event.
  - F. If, in the sole discretion of City Police Department command personnel, another situation away from the Event Site requires an intensive police response, City Police Department command personnel acting in their sole discretion, may dispatch the officers assigned to the Event Site to that other situation until, in the sole discretion of City Police Department command personnel, the other situation has been addressed in a manner that those officers (or replacement officers) can be returned to the Event Site to resume the services provided pursuant to this Contract. If such a circumstance occurs, the assigned officers will notify Company personnel that they are leaving and the Company will be provided a direct contact number for City Police Department command personnel on duty that time.

G. It is intended the officers assigned to perform services under this Contract will interact with Company personnel, Company patrons and the general public in a manner similar to that in which such officers would interact during similar events and assignments.

H. Similarly, it is intended that the Company and Company personnel will interact with the assigned police officers in a manner similar to that of other businesses, organizations, events and individuals interacting with City police officers in similar situations.

I. Nothing in this Contract shall limit the lawful authority of or the lawful exercise of that authority by the City, the City Police Department or any City Police Department personnel, including without limitation, any officers who may from time-to-time be involved in providing services pursuant to this Contract.

2. Payment. The Company will pay the City for the service provided under this Contract at the rate of \$74.43 per officer per hour. The Company and City currently estimate 70 hours will be paid under this Contract for a total of \$5,210.10. If the hours worked are more or less than the estimated number of hours, the Company will be billed for only those hours actually worked or reimbursed for any hours for which it has paid but officer did not work.

A. The Company will pay \$1,500.00 to the City not later than April 23, 2021, as a deposit toward the amount to be paid under this Contract.

B. Not later than June 1, 2021, the City will provide the Company an invoice detailing any additional amounts due or the amount to be refunded to the Company from the deposited amount.

C. Any payment or refund shall be paid within 15 days of the date of the invoice.

3. Responsibility for Personnel. Both the City and the Company will be solely responsible for the statements, acts and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

4. Term. This Contract shall take effect as of the date first written about and shall remain in effect until all amounts required to be paid under this Contract have been paid in full.

5. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate 2020 Spring Carnival Contract between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation but its recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

B. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

**CITY OF WYOMING**

**T. J. SCHMIDT & COMPANY, LLC**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Doug Burtch, Business Manager

Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

Date signed: \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT B**



## COVID-19 PREPAREDNESS AND RESPONSE PLAN

APRIL 2020  
REVISED 05.05.2020  
REVISED 05.26.2020  
REVISED 06.04.2020

REVISED 06.08.2020  
REVISED 07.29.2020  
REVISED 08.12.2020  
REVISED 10.21.2020

REVISED 11.12.2020  
REVISED 11.17.2020  
REVISED 12.09.2020  
REVISED 01.18.2021

### INTRODUCTION

This plan responds to the novel coronavirus COVID-19 (“**COVID**”) pandemic (the “**pandemic**”), complies with relevant COVID related rules, orders and guidelines from the Michigan Department of Health and Human Services (“**MDHHS**”), Michigan Occupational Health and Safety Administration (“**MIOSHA**”) and Kent County Health Department (“**KCHD**”), and incorporates some guidelines from the United States Centers for Disease Control and Prevention (“**CDC**”). It may be modified or supplemented by information or direction from the City Manager, City Attorney, Human Resources Director, Risk Control Supervisor, or department heads as pandemic related developments occur.

### KEY TERMS

Since the first version of this Plan in April 2020, experts have developed better knowledge of the ways in which COVID is transmitted and tests have been developed to determine whether a person has been infected with the virus. For purposes of this Plan persons who receive a positive COVID test result will be referred to as **COVID-positive**. Persons who have symptoms of COVID infection will be referred to as **symptomatic**. Persons who have been exposed to COVID-positive or symptomatic persons will be referred to as **COVID-exposed**.

### LEGAL FRAMEWORK

On October 12, 2020, in *House of Representatives and Senate v Governor*, Dkt No 161917, the Michigan Supreme Court ruled that the pandemic-related executive orders are of no continuing legal effect. MIOSHA emergency rules and MDHHS emergency orders address some issues formerly addressed by executive orders. Amendments to the Open Meetings Act in October and December 2020 allow virtual public meetings. Mayor Poll proclaimed a local civil emergency and issued an emergency order, that the City Council extended by resolution, providing for virtual meetings and partially in-person/partially virtual meetings of city public bodies. Legislation enacted in December 2020 now tie isolation and quarantine periods to CDC recommendations.

### COMPLIANCE REQUIRED

**Compliance with this plan is mandatory.** Employee violations may result in disciplinary action. If others violate this plan, they will be removed from and precluded from re-entering the workplace.

Violations have consequences for the City, for administrative and supervisory staff, and others. Violations put co-workers, their families, and the public at risk of infection with the disease and consequences of the disease. Death is one possible consequence. Experts have said long-term heart, lung, kidney, brain, and other consequences may result from the illness. Citations and fines are possible. Lawsuits and liability may be possible. Accordingly, violations of this plan will be treated seriously.

### WORKPLACE GATHERINGS (Including Meetings)

#### General Requirements

MDHHS defines “**gathering**” to mean “any occurrence where two or more persons from more than one household are present in a shared space.” A meeting is a gathering. Two persons in a truck is a gathering. Two persons in a hallway is a gathering. Two persons working together outside is a gathering.

MDHHS stated different limits and requirements for residential gatherings than for non-residential gatherings. This plan addresses only non-residential gatherings. However, to protect co-workers and the public, City personnel are also expected to comply with MDHHS orders for residential gatherings.

**If not strictly necessary to perform job duties, workplace gatherings are prohibited.** In-person meetings must be avoided unless essential. Conference calls, MS Teams, Zoom, Skype, or other virtual meeting technology (as approved by the City's IT staff) must be used instead of an in-person meeting, unless the in-person meeting is essential.

**All gatherings require distancing of at least 6 feet**, except when it is not possible due to the task being performed. Distancing is possible for all meetings. If at least 6-foot distancing cannot occur at a meeting because of the number of persons in the physical space, the meeting cannot be held in that space. Tasks that are exceptions include traveling in the same vehicle, working together within an excavation, working together to lift or move an item, and some other tasks.

**Face coverings are required** unless a person meets one of the MDHHS limited exceptions. Additionally, if an employee attending a meeting meets an exception and will not wear a face covering, the meeting cannot be held. Persons are permitted to remove a face covering only **if and to the extent needed** to make a presentation or speech or to be understood by others. Masks must be replaced immediately after speaking and during any breaks in speaking.

### **Outdoor Gatherings**

Attendance at outdoor gatherings is limited to 25 persons. Where there is fixed seating occupancy is limited to 20% of seating capacity. Outdoor gatherings without fixed seating is limited to 20 persons per 1,000 square feet. Face coverings (unless meeting an exception) and distancing of at least 6-feet are required.

### **Indoor Gatherings**

Indoor gatherings are prohibited except when meeting an exception in the MDHHS orders. Exceptions applicable to this policy include: (i) voting and election-related activities, (ii) law enforcement officer and first responder training, (iii) children in a child-care organization or camp setting, and (iv) essential meetings. If a customer meeting is required (*i.e.*, the matter cannot be done virtually), it is to be as brief as possible, involve only a single city employee, and be scheduled by appointment.

Libraries are limited to 30% of the capacity established by the fire marshal. Exercise facilities are limited to 25% of the capacity established by the fire marshal and there must be 12-feet of distance between each occupied workout station. Organized fitness classes are prohibited. Organized sports (except under the strictest of protocols) are prohibited.

Gatherings at some entertainment venues are permitted if (i) household groups consisting of 6 or fewer persons do not mingle, (ii) household groups consisting of 6 or fewer persons stay at least 6 feet apart, (iii) no food or beverage is served or consumed on the premises, (iv) no more than 100 persons are gathered in any distinct space.

Face coverings (except when a limited exception applies) and at least 6-foot distancing are required at all indoor gatherings.

### **Most Stringent Requirements Apply**

**City personnel must comply with this plan except when more stringent requirements apply.** When more stringent requirements apply, City personnel must comply with those requirements. A gathering may be subject to stricter requirements depending on the participants, activities, location, and the persons overseeing it. For example, TEAM 21 gatherings at local schools will be subject to requirements applicable to those schools. Similarly, a gathering at a local business will be subject to the requirements applicable to that business. Therefore, when off-site or when engaged in activities involving persons other than city personnel, it will be important to ask what gathering requirements apply.

## **PROTECTIVE REQUIREMENTS**

### **Disinfection**

At the conclusion of any gathering, surfaces touched by gathering participants (tables, chairs, light switches, refrigerators, doors, cupboards, etc.), and all supplies (markers, pens, name plates, etc.) and equipment (projectors, computers, key boards, screens, easels, white boards, coffee makers, etc.) must be wiped down with disinfectant wipes prior to leaving the gathering space.

### **Face Coverings**

**Face coverings are required in all City buildings and facilities unless a limited exception applies.** Face coverings must be worn in accordance with the **Work Safe Protocol** attached as **Appendix E**. Limited face covering exceptions are:

- (a) Children younger than 5 years old;
- (b) Those who cannot medically tolerate a face covering;
- (c) When eating or drinking while seated at a food service establishment;
- (d) When exercising outdoors and able to consistently maintain 6-foot distancing;
- (e) When swimming;
- (f) When receiving a medical service for which temporary removal of the face covering is necessary;
- (g) When asked to temporarily remove a face covering for identification purposes;
- (h) When communicating with someone who is deaf, deafblind, or hard of hearing and whose ability to see the mouth is essential to communication;
- (i) When actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel, and where wearing a face covering would seriously interfere in the performance of their public safety responsibilities;
- (j) When engaging in a religious service; and
- (k) When giving a speech for broadcast or to an audience, provided that the audience is at least 6 feet away from the speaker.

The last exception allows face coverings to be removed while speaking to *an audience* (this does not apply to communications between or among colleagues in a meeting or while riding in a vehicle) and applies only while actually speaking. Even if engaged in an on-going meeting, face coverings must be worn.

**Everyone at a gathering in a City office or facility must wear a face covering. If that is not possible due to an exception, if reasonably possible, the gathering must be terminated.**

It cannot be assumed persons without face coverings meet an exception though it is permissible to accept their representation that they do. Therefore, responsible persons must ask (and document that they asked) each person without a face covering what limited exception that person meets.

### **Responsible Persons**

**A person responsible for a meeting in any city facility must not allow indoor gatherings of any kind unless individuals in those gatherings are required to wear face coverings** (except for those meeting a limited exception). Responsible persons must also ensure that all meeting room surfaces are wiped down with disinfectant after use.

### **Protective Measures**

The following protective measures remain in effect until further notice.

1. All city personnel are encouraged to obtain the COVID vaccination at their earliest opportunity. Human Resources staff will endeavor to stay abreast of and inform city personnel about vaccine availability and vaccination opportunities.
2. Each department head must designate one or more worksite supervisors to implement, monitor, and report on compliance with this plan at each worksite. The worksite supervisor must be on-site when employees are on-site. If the worksite is in the same facility as the department head, the department head may serve as the worksite supervisor.

3. Department heads with the assistance of the Risk Control Supervisor must assure each employee in their department is trained regarding:
  - A. Workplace infection-control practices.
  - B. Proper use of personal protection equipment (“PPE”).
  - C. Steps to be taken if an employee is symptomatic, COVID-positive, or COVID-exposed.
  - D. How to report unsafe conditions and/or violations of this plan.
  - E. This plan and access to it.
4. All in-person work must be performed consistently with the following distancing practices and other mitigation measures to protect workers and patrons.
  - A. All in-person work and activities on city property must comply with this plan, including its appendices and, where indicated, referenced documents.
  - B. Direction for in-person and remote work will be given in accordance with the Remote Work Policy attached as Appendix H. On premises workers will be limited to those determined by department heads (after consultation with the City Manager) needed to perform in-person work. Direction may be given to separate shifts of employees, to engage in cleaning of work areas, and to undertake other efforts to prevent viral spread among workers.
  - C. Employees, other workers, and patrons who are on-premise must remain at least 6-feet from one another to the extent possible. When possible, floors have been marked to guide distancing. Some workspaces were permanently modified to add windows separating city personnel from others. Temporary transparent shields or other physical barriers may be deployed. Employees may be relocated or provided additional resources to avoid shared use of offices, desks, telephones, and tools/equipment.
  - D. Facility cleaning and disinfection to limit COVID exposure must comply with this plan. Cleaning and disinfecting supplies are available at all worksites and use in compliance with this plan is required.
  - E. Workers must not enter any City building or premises if they are COVID-symptomatic or COVID-exposed. Screening procedures are provided below.
  - F. Sharing tools and equipment must be reasonably avoided and, when not reasonably avoidable, the tools and equipment must be cleaned frequently using methods and supplies provided by the city department or the Risk Control Supervisor.
  - G. Construction or similar work must also:
    1. Adhere to all applicable provisions in the preceding subsections.
    2. Comply with the daily screening requirements before beginning any shift or workday and before entering any city vehicle or using any city tools or equipment.
    3. When arriving at a jobsite, workers must confirm with the site supervisor that they complied with daily screening requirements.
    4. Face coverings must be worn in accordance with the requirements on pages 2-3 and in the Work Safe Protocol (Appendix E). Worksite supervisors are responsible for ensuring compliance with the Work Safe Protocol, including proper use of face coverings
    5. PPE must be worn as required by the Work Safe Protocol (Exhibit E) and the Risk Control Supervisor.
    6. Distancing is required, even at entrances, exits, hallways, equipment rooms, and other places, and even during breaks. The Risk Control Supervisor or department head will designate worksite entry points, choke points and high-risk areas and provide protective guidelines that must be followed for worker safety.
    7. Handwash or hand-sanitize at such times and in such a manner as can be accomplished using the equipment and supplies provided by the department head or Risk Control Supervisor.
    8. Workers, including any contracted workers, will be notified (perhaps by KCHD) if COVID-positive workers were in proximity or of other situation posing a risk of exposure.

9. City employees must minimize movement between project sites.
  10. All contractors and suppliers must be notified of these requirements and must comply with distancing and face covering requirements.
- H. Department heads must assign and instruct workers in city facilities to comply with the following:
1. Use only designated entry point(s) to reduce congestion at various entrances.
  2. Comply with distancing and other requirements.
  3. As directed under the Remote Work Policy (Appendix H) work remotely or in-person.
  4. Wear face coverings as required by this plan.
  5. Cover, turn-off or disable water fountains.
  6. Comply with requirements for meetings and other gatherings.
  7. Workers must comply with disinfection requirements in this plan.
  8. Signage shall be provided about the importance of personal hygiene.
  9. Sharing equipment and supplies (e.g., pens, remotes, keyboards, phones, headsets, desks, etc.) must be reasonably avoided and, when not reasonably avoidable, they must be wiped down after each use.
  10. Visitors to city offices and facilities will be admitted only after completing a screening questionnaire and must be met and directed to the appropriate place. Visitors will also be informed about drive-up, drop-box, and remote ways of making payments, submitting applications, obtaining information and conducting other business.
- I. Only essential travel, as determined by the department head or City Manager, is allowed.
5. Employees will be assigned to work remotely or in-person in accordance with the Remote Work Policy (Appendix H), depending on seasonal and other episodic needs, sick leave, vacations, needs for immediate services, and other factors. As pandemic conditions change, the City will reevaluate remote and in-person work assignments and other measures to reduce chances of department-wide or workplace-wide COVID effects and minimize service disruptions.
  6. Employees may be eligible to take leave consistent with applicable law and city policies. A symptomatic on-site employee must contact Human Resources (or, if a Public Safety Department employee, the employee's Division Commander) and may be separated from other employees or sent home. If a Human Resources staff member is unavailable after normal Human Resources business hours, the employee should contact the employee's supervisor.
  7. Employees must complete screening upon entering their City workplace. Upon entering a city facility or using a city vehicle and before beginning each shift or workday, employees must complete and submit as directed the **questionnaire in Appendix A**. Some City offices (e.g., the City Clerk's office leading up to an election) may limit access or require more screening for entrance.
    - A. As indicated on that questionnaire, employees answering "yes" to any of the questions must contact the person(s) indicated in the questionnaire for direction.
    - B. Employees answering "yes" to one or more questions may be sent home until allowed to return to work as provided in the **Return to Work Plan (Appendix B)**.
  8. Employees must wash their hands frequently, cover their coughs and sneezes, and avoid touching their faces.
    - A. Employees will be provided access to places to frequently wash hands or to access hand sanitizer.
    - B. Signs regarding proper hand washing methods will be posted in restrooms.
    - C. Electronic pop-up reminders will be periodically sent to city computer users. Employees receiving those reminders must wash hands and engage in other hygiene consistent with the reminders.
  9. Employees were provided "kits" containing appropriate hygiene products, masks and other items appropriate for their office, worksite, or workstation. Employees needing replenishing supplies should contact their supervisor or the Risk Control Supervisor.
  10. Enhanced cleaning and disinfecting will occur as follows:

A. Increased cleaning and disinfecting of surfaces, equipment, vehicles, and other elements of the work environment will be performed regularly using products containing EPA-approved disinfectants. Employees will be provided with access to cleaning supplies so that any commonly used surfaces can be wiped down before each use. Employees are directed to wipe down surfaces at the beginning and end of their shifts or workdays.

B. If a COVID-positive employee was in the workplace in the past 14 days tests, contact shall be made with Human Resources to arrange for cleaning and disinfecting.

C. Police, fire and public works vehicles will be disinfected after each shift or at such other times as directed by command or supervisory staff. Depending on equipment availability, other vehicles may also be disinfected.

11. Contractors and other visitors to city facilities must comply with the following:

A. Anyone entering a building must be screened prior to entering the building using the **visitor and contractor screening questionnaire** attached as **Appendix C**. If a person is symptomatic or answers “yes” to any screening question, that person must be denied entrance to the facility and provided a handout regarding what to do if you might have COVID. Unless meeting an exception recognized by MDHHS, all visitors and contractors must wear a face mask when in a city building, facility, or vehicle.

B. Elections will be conducted in accordance with practices and procedures approved by appropriate state and county officials, by the City Clerk and the City Manager.

12. Employees seeking COVID-related counseling or assistance are encouraged to use resources available under the Employee Assistance Plan or by visiting [Michigan.gov/StayWell](https://www.michigan.gov/StayWell).

13. The Risk Control Supervisor and Human Resources department will coordinate COVID training and ensure compliance with training requirements. They will provide contact information for any questions.

A. Training will focus on:

1. Ways by which the virus causing COVID is transmitted.
2. COVID symptoms.
3. Steps workers must take to notify supervisors and others they are symptomatic, COVID-positive or COVID-exposed.
4. Measures the city is taking to reduce worker viral exposure as described in this plan.
5. Requirements workers must follow in order to reduce viral exposure and spread.
6. The use of PPE, including the proper steps for putting it on and taking it off.

B. COVID training records will be maintained by the training department (Risk Control, Human Resources).

C. The following OSHA/MIOSHA required programs also apply to Covid-19 safety and health.

- Fire Department Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- Police Department Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- CWP/Public Works Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- Hazardous Communication/Right-to-Know Program

## **CONCERNS OR COMPLAINTS**

**Employees, residents, or others with concerns or complaints about noncompliance with this plan or any applicable COVID-related county, state or federal requirements may contact the Human Resources Director at [ostindiek@wyomingmi.gov](mailto:ostindiek@wyomingmi.gov) or (616) 530-7173.**

## **SYMPTOMATIC, COVID-POSITIVE AND COVID-EXPOSED EMPLOYEES**

### **Symptomatic or COVID-Exposed Employees**

An employee who (i) has or exhibits any of the symptoms listed on the employee daily screening questionnaire (Appendix A) or (ii) has, within the last 14 days, been exposed to a person who has any of those symptoms or is COVID-positive must:

1. Immediately notify the employee's supervisor and/or Human Resources contact; **and**
2. Seek immediate medical care or advice and follow directions of the employee's physician; **and**
3. Return to work only as provided in the **return to work plan** attached as **Appendix B**, including being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).

If an employee is symptomatic or COVID-exposed as described above, city supervisory personnel must:

1. In accordance with MDHHS, KCHD and CDC guidance, notify all employees who may have come into close contact (being within approximately six feet for a prolonged period of time without PPE) with the employee in the past 10-14 days (while not disclosing the identity of the employee to ensure the individual's privacy); **and**
2. Ensure that the employee's work area is thoroughly cleaned.

### **COVID-Positive Employees**

An employee who is COVID-positive (confirmed by a COVID test)

1. Immediately notify the employee's supervisor and/or Human Resources of that diagnosis; **and**
2. Remain out of the workplace until cleared to return to work in accordance with the return to work plan (Appendix B) including being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).

In accordance with MDHHS, KCHD, and CDC guidance, if an employee is COVID-positive and has been in any city facility or in close contact with any other city employee within the previous 10-14, days, the department head working with Human Resources staff will do all the following:

1. Notify employees (this notification may be made by KCHD personnel) who may have had close contact with the employee (*e.g.*, within approximately 6 feet for a prolonged period of time or shared any workspace, tools or equipment with that employee) in the past 10-14 days (in accordance with the MDHHS, KCHD and CDC guidance) without disclosing the identity of the employee to ensure the employee's privacy); **and**
2. Ensure the entire workplace, or affected parts thereof (depending on employee's presence in the workplace), is thoroughly cleaned and disinfected; **and**
3. If necessary (as determined after consultation with Human Resources staff), close the work area or workplace, until necessary cleaning and disinfecting is completed; **and**
4. Communicate with employees about the presence of a confirmed case, the cleaning/disinfecting plans, and when the workplace will reopen.

These steps may change in accordance with MDHHS, KCHD and CDC guidance.

### **OPERATIONS CONTINUITY PLANS**

In order to ensure critical operations and services continue, the City Manager and department heads have done and will, as needed, continue to do the following: (1) work to cross-train employees to perform needed tasks and functions; (2) identify alternate supply chains for critical goods and services; (3) develop plans to communicate important messages to employees and constituents; (4) develop succession plans, and (5) reevaluate remote work, alternate scheduling, and other means to ensure operational continuity.

### **PLAN SUPPLEMENTS**

**This plan may be supplemented by directives or guidance from the City Manager, department heads, or Risk Control Supervisor. Employees and others must comply with any such supplemental directives or guidance.**

## CERTIFICATION

By my signature below, this plan is an Administrative Policy of the City of Wyoming.

By signing below, I certify that to the best of my knowledge and belief:

1. This plan complies with applicable state laws.
2. This plan complies with applicable MDHHS emergency orders.
3. This plan complies with applicable MIOSHA emergency and other rules.
4. The plan is consistent with the guidance from United States Department of Labor, Occupational Health and Safety Administration publication OSHA 3990-03-2020, Guidance on Preparing Workplaces for COVID-19 and with KCHD guidance.
5. The plan is available on City of Wyoming website <https://www.wyomingmi.gov> and at each city facility where in-person operations take place during the COVID-19 pandemic. All employees and collective bargaining unit representatives have been advised of it and of where to obtain a copy. Elected officials and members of city boards and commissions have been advised of this Plan, how to access it, and its requirements applicable to their meetings.
6. This plan will be filed, if and as required, with any agency designated for such filing.

/s/ Curtis Holt (EVG)

\_\_\_\_\_  
Curtis L. Holt, City Manager

Date signed: January 18, 2021

APPENDIX A  
CITY OF  
**Wyoming**  
MICHIGAN

**CITY OFFICER AND EMPLOYEE  
ADMISSION TO CITY FACILITIES, PROPERTY AND VEHICLES**

As the City of Wyoming works to keep employees and others safe during the COVID-19 pandemic, the City requires all City officers and employees entering any City building, facility, or property, or using any city vehicles or equipment to complete this questionnaire.

A copy is to be submitted as directed by your department head. For those attending a meeting as a Council member or member of a board, commission or other body give the completed copy to the City staff member who is the staff contact for that body.

**Responses must be provided for all items.**

	Yes	No
1. Do you have a fever of 100.4 or higher that is not otherwise explained due to another diagnosed illness or condition (e.g. menstrual cycle, heat exhaustion, etc.)? <sup>+</sup>	_____	_____
2. Have you had a fever of 100.4 or higher in the last 72 hours that is not otherwise explained due to another diagnosed illness or condition (see above)? <sup>+</sup>	_____	_____
3. Do you have a new loss of taste or smell?	_____	_____
4. Do you have a <b>new</b> , atypical, uncontrolled cough that causes difficulty breathing? *	_____	_____
5. Do you have an atypical sore throat? *	_____	_____
6. Do you have one or more of any of the following: (i) chills, (ii) repeated shaking with chills, (iii) unusual, severe headache that is not otherwise explained due to another diagnosed illness or condition (e.g. seasonal allergies, migraine, etc.), (iv) diarrhea, vomiting, abdominal pain that is not otherwise explained due to another diagnosed illness or condition (e.g. irritable bowel, Crohn's disease, food borne illness, reaction to medication, etc.), or (v) muscle pain that is new and not attributable to injury or overuse?	_____	_____
7. Have you been diagnosed with COVID-19 in the last 14 days?	_____	_____
8. Have you had any contact with anyone who is known or suspected to have had COVID-19 in the last 14 days?	_____	_____
9. Have you traveled <b>internationally</b> within the last 14 days?	_____	_____

\* Some persons may have symptoms of cough, sore throat, and difficulty breathing due to ongoing health conditions, (e.g. seasonal allergies, "smoker's cough," asthma, etc.). If your cough, sore throat, or difficulty breathing is typical for you, mark "NO". If it is a diagnosed typical symptom for which you have (i) consulted a physician or been cleared by the Health Department, and (ii) already contacted Human Resources, you do not need to contact the persons indicated below.

+ The City has provided me with a thermometer. If lost or broken, I will contact human resources for a new one. I have taken my temperature before or upon arriving at work.

**Public safety:** If you answer yes to any of these questions, contact your division commander.

**All others:** If you answer yes to any of these questions, you must notify your department head and contact your Human Resources representative (Kristen 616-802-0235 or Emily 641-780-4828 or Kim 616-295-0419) before entering the premises or vehicle and before beginning work.

This information is true to the best of my knowledge.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Printed name: \_\_\_\_\_ Time: \_\_\_\_\_ .m.

Revised January 2021

## APPENDIX B EMPLOYEE RETURN TO WORK PLAN

Employees will be allowed to return to work only when consistent with applicable state laws (e.g., MCL 419.401 *et seq.*) Michigan Department of Health and Human Services, CDC, and Kent County Health Department criteria (see the following pages) and after being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).



### **New COVID-19 Quarantine Guidance**

The Kent County Health Department is aligning its quarantine guidance for people exposed to coronavirus with new direction from the U.S. Centers for Disease Control and Prevention. **Effective immediately, the new guidance shortens the quarantine period for exposed people from 14 days to 10 days under certain scenarios.**

While the standard 14-day quarantine period remains, it can be reduced to 10 days without the need for testing if the following two conditions are met:

- The individual does not develop any symptoms of COVID-19 infection during daily symptom monitoring for the 10 days after the last exposure.
- Daily symptom monitoring continues through day 14 after the last exposure.

If the 10-day quarantine period is used, the Health Department still requires that:

- Potentially exposed individuals who develop symptoms during the 14-days seek testing and self-isolate while awaiting results.
- Potentially exposed individuals strictly adhere to mitigation strategies after exiting self-quarantine such as mask use, social distancing, avoiding crowds, etc.

[Isolation requirements](#) for individuals with a confirmed positive COVID-19 test have not changed.

### **Exemptions to New Quarantine Guidance**

A 10-day quarantine period *does not* apply to those residing in congregate living settings or who work with high-risk populations.

Additionally, there may be conflicts in the length of quarantine for employers who fall under [Michigan Public Act 238](#) or [Michigan Occupational Safety and Health Administration rules](#). Employers should refer to those sources when determining whether non-essential employees need to wait 14 days to return to work.

### **Información en Español**

Para español, *haga [clic aquí](#)*.

Kent County Health Department  
700 Fuller Ave. NE  
Grand Rapids, Michigan 49503  
Tel: (616) 632-7100  
[www.accesskent.com/Health/](http://www.accesskent.com/Health/)



## Important 'Return to Work' Information for Employers

Due to the extremely high rate of COVID-19 infections in Kent County, public health officials cannot conduct case investigations, contact tracing and issue “release from isolation/quarantine” letters in a timely manner. We have prepared the following guidelines to help employers get employees back to work after they recover from the coronavirus or are eligible for release from quarantine.

## Quarantine Period Requirements

The previous 14-day quarantine period was based on the full incubation period of the virus. However, recent data found 90 to 99 percent of COVID-19 infections occur within 10 days of exposure.

While the standard 14-day quarantine period remains, it can be reduced to 10 days without the need for testing if the following two conditions are met:

- The individual does not develop any symptoms of COVID-19 infection during daily symptom monitoring for the 10 days after the last exposure.
- Daily symptom monitoring continues through day 14 after the last exposure.

If the 10-day quarantine period is used, the Health Department still requires that:

- Potentially exposed individuals who develop symptoms during the 14-days seek testing and self-isolate while awaiting results.
- Potentially exposed individuals strictly adhere to mitigation strategies after exiting self-quarantine such as mask use, social distancing, avoiding crowds, etc.

A 10-day quarantine period does not apply to those residing in congregate living settings or who work with individuals in high-risk groups. Additionally, there may be conflicts in the length of quarantine for employers who fall under [Michigan Public Act 238](#) or [Michigan Occupational Safety and Health Administration](#) rules. Employers should refer to those sources when determining whether non-essential employees need to wait 14 days to return to work.

[Isolation requirements](#) for individuals with a confirmed positive COVID-19 test have not changed.

### [Isolation & Quarantine Calculators](#)

## Quarantine: Employee had close contact with someone with COVID-19

If an employee had close contact with someone who is infected and did not test positive for COVID-19, the employee must quarantine for 14 days from the date of their last contact with the infected person. Quarantine means the employee should stay home, stay away from others as much as possible and watch for symptoms. Individuals cannot test out of quarantine. That is because it can take up to 14 days for the virus to incubate after contact with someone who is infected. If, after 14 days of quarantine, the employee has not tested positive and does not have symptoms associated with COVID-19, they may end quarantine and return to work.

**WE DO NOT RECOMMEND** that employees be required to show proof of two negative tests or present a “release from quarantine” letter from the Kent County Health Department. Both requirements would significantly and unnecessarily delay the employee’s return to work. For more information on quarantine, please visit the [CDC webpage on this topic](#).

Updated January 2021



**VISITOR AND CONTRACTOR  
ADMISSION TO CITY FACILITIES QUESTIONNAIRE**

As the City of Wyoming works to keep employees and others safe during the COVID-19 pandemic, the City requires all visitors, including all contractor workers entering any City building, facility, or property to complete this questionnaire.

**Responses must be provided for all items.**

- |   | Yes   | No    |
|---|-------|-------|
| 1. Do you have a fever of 100.4°F or higher that is not otherwise explained due to another diagnosed illness or condition (e.g., menstrual cycle, heat exhaustion, etc.)?   | _____ | _____ |
| 2. Have you had a fever of 100.4°F or higher in the last 72 hours that is not otherwise explained due to another diagnosed illness or condition (see above)?  | _____ | _____ |
| 3. Do you have a new loss of taste or smell?  | _____ | _____ |
| 4. Do you have a <b>new</b> , atypical, uncontrolled cough that causes difficulty breathing? *  | _____ | _____ |
| 5. Do you have an atypical sore throat? *   | _____ | _____ |
| 6. Do you have one or more of any of the following: (i) chills, (ii) repeated shaking with chills, (iii) unusual, severe headache that is not otherwise explained due to another diagnosed illness or condition (e.g. seasonal allergies, migraine, etc.), (iv) diarrhea, vomiting, abdominal pain that is not otherwise explained due to another diagnosed illness or condition (e.g. irritable bowel, Crohn's disease, food borne illness, reaction to medication, etc.), or (v) muscle pain that is new and not attributable to injury or overuse? | _____ | _____ |
| 7. Have you been diagnosed with COVID-19 in the last 14 days?   | _____ | _____ |
| 8. Have you had any contact with anyone who is known or suspected to have had COVID-19 in the last 14 days?   | _____ | _____ |
| 9. Have you traveled <b>internationally</b> within the last 14 days?  | _____ | _____ |

\* Some persons may have symptoms of cough, sore throat, and difficulty breathing due to ongoing health conditions, (e.g. seasonal allergies, "smoker's cough," asthma, etc.). If your cough, sore throat, or difficulty breathing is typical for you, mark "NO." If it is a diagnosed typical symptom for which you have (i) consulted a physician or been cleared by the Health Department, and (ii) already contacted the City's administrative office, you do not need to contact the persons indicated below.

**Visitors or contractors:** If you answer yes to any of these questions, you must notify the City with whom you coordinated the work or made the appointment. That City staff member will contact the administrative office (616-530-3173) before you may enter the premises or before you may begin work.

City staff contact name: \_\_\_\_\_

City staff contact phone #: \_\_\_\_\_

This information is true to the best of my knowledge.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Printed name: \_\_\_\_\_ Time: \_\_\_\_\_ .m.

Revised January 2021



**VISITANTE Y CONTRATISTA**  
**CUESTIONARIO DE ADMISIÓN A LAS INSTALACIONES DE LA CIUDAD**

Mientras la ciudad de Wyoming trabaja para mantener a los empleados y a otros seguros durante la pandemia de COVID-19, la Ciudad requiere que todos los visitantes, incluidos todos los trabajadores contratistas que ingresen a cualquier edificio, instalación o propiedad de la Ciudad, completen este cuestionario.

**Se deben proporcionar respuestas para todos los artículos.**

- |   | Sí    | No    |
|---|-------|-------|
| 1. ¿Tiene fiebre de 100.4°F o más que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, ciclo menstrual, agotamiento por calor, etc.)?   | _____ | _____ |
| 2. ¿Ha tenido fiebre de 100.4°F o más en las últimas 72 horas que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (como lo que se enumera arriba)?   | _____ | _____ |
| 3. ¿Tiene una nueva pérdida de sabor u olor?  | _____ | _____ |
| 4. ¿Tiene una tos nueva, atípica e incontrolada que le causa dificultad para respirar? *  | _____ | _____ |
| 5. ¿Tiene dolor de garganta atípica?*   | _____ | _____ |
| 6. ¿Tiene uno o más de los siguientes síntomas: (i) un resfrío, (ii) temblores repetidos un resfrío, (iii) dolor de cabeza intenso e inusual que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, alergias estacionales, migraña, etc.), (iv) diarrea, vómitos, dolor abdominal que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, intestino irritable, enfermedad de Crohn, enfermedad transmitida por alimentos, reacción a medicamentos, etc.), o (v) ¿dolor muscular nuevo y no atribuible a una herida o uso excesivo? | _____ | _____ |
| 7. ¿Le han diagnosticado COVID-19 en los últimos 14 días?   | _____ | _____ |
| 8. ¿Ha tenido algún contacto con alguien que se sabe o se sospecha que ha tenido COVID-19?  | _____ | _____ |
| 9. ¿Ha viajado internacionalmente en los últimos 14 días?   | _____ | _____ |

\* Algunas personas pueden tener síntomas de tos, dolor de garganta y dificultad para respirar debido a condiciones de salud constantes (por ejemplo, alergias estacionales, "tos del fumador", asma, etc.). Si su tos, dolor de garganta o dificultad para respirar es típica para usted, marque "NO". Si se trata de un síntoma típico diagnosticado por el cual (i) ha consultado a un médico o ha sido autorizado por el Departamento de Salud, y (ii) ya se ha comunicado con la oficina administrativa de la Ciudad, no necesita comunicarse con las personas indicadas a continuación.

**Visitantes o contratistas:** si responde afirmativamente a cualquiera de estas preguntas, debe notificar a la Ciudad con quien coordinó el trabajo o hizo la cita. Ese miembro del personal de la Ciudad se comunicará con la oficina administrativa (616-530-3173) antes de que pueda ingresar a las instalaciones o antes de que pueda comenzar a trabajar.

Nombre de contacto del personal de la ciudad: \_\_\_\_\_

Teléfono de contacto del personal de la ciudad: \_\_\_\_\_

Esta información es verdadera a lo mejor de mi conocimiento.

Firmado: \_\_\_\_\_ Fecha: \_\_\_\_\_, 2021

Nombre impreso: \_\_\_\_\_ Hora: \_\_\_\_\_ m.

Revised January 2021

## APPENDIX D

### SIGNS FOR BUILDINGS

Signs such as the following must be placed on closed city buildings:

DUE TO THE COVID-19 PANDEMIC, THIS BUILDING IS CLOSED EXCEPT FOR AUTHORIZED CITY OF WYOMING PERSONNEL AND THOSE ENTERING BY APPOINTMENT.

IF YOU HAVE ITEMS TO DELIVER, CALL (616) [INSERT APPLICABLE NUMBER] FOR ASSISTANCE.

IF YOU ARE MAKING A PAYMENT, CONSIDER PAYING ON-LINE (SEE [HTTPS://WWW.WYOMINGMI.GOV](https://www.wyomingmi.gov)), PUTTING YOUR PAYMENT IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

Signs such as the following will be posted on the Wyoming senior center:

DUE TO THE COVID-19 PANDEMIC, THOSE ENTERING THIS BUILDING WILL UNDERGO SCREENING AND ASKED TO WEAR A MASK. EXCEPT FOR THOSE MEDICALLY UNABLE TO DO SO, A MASK MUST BE WORN BY ALL PERSONS GOING BEYOND THE BUILDING LOBBY.

Signs such as the following will be posted at the city hall building entrances:

DUE TO THE COVID-19 PANDEMIC, THOSE ENTERING THIS BUILDING WILL UNDERGO SCREENING AND ASKED TO WEAR A MASK. EXCEPT FOR THOSE MEDICALLY UNABLE TO DO SO, A MASK MUST BE WORN BY ALL PERSONS GOING BEYOND THE BUILDING LOBBY.

IF YOU ARE MAKING A PAYMENT, CONSIDER PAYING ON-LINE (SEE [HTTPS://WWW.WYOMINGMI.GOV](https://www.wyomingmi.gov)), PUTTING YOUR PAYMENT IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

IF YOU ARE FILING DOCUMENTS OR RETURNING A BALLOT, CONSIDER DOING SO USING IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

Buildings must also display copies of the following in work areas and, especially, in restrooms and breakrooms:



## APPENDIX E WORK SAFE PROTOCOL

In addition to the Protective Safety Measures on pages 2 and following of the City's COVID-19 Preparedness and Response Plan the following measures are in effect until further notice:

### Meetings and Other Gatherings

Must comply with pages 2 and following of the City's COVID-19 Preparedness and Response Plan.

### Face Coverings

In addition to the general requirements stated on pages 2-3 of the Plan, the following requirements apply to all city personnel. Departments may establish stricter requirements. Except when impossible (such as in a vehicle), social distancing is required even while wearing a mask. Personnel must comply with the following face covering requirements (those items marked required). Personnel and are strongly urged to comply with the following recommendations (those items marked as recommended).

- **All persons in any City buildings or facilities must wear a face covering.**
- **All gatherings of 2 or more people must include face coverings and social distancing.**
- Coming into and heading home from the workplace. **(Required when on any City premises unless alone in an enclosed vehicle.)**
- Interactions with the public even if social distancing can be maintained. **(Required.)**
- Interactions with employees outside of your immediate work area. **(Required.)**
- Interactions with employees within your immediate work area. **(Required.)**
- Meetings (to be held only if essential) with employees or contractors in an office or a meeting room when 6-foot distancing can be maintained. **(Required.)** Masks may be removed only if necessary to be understood and only while speaking.
- Unless prohibited by department protocol when in a city vehicle with another person. **(Required.)**
- Driving by yourself in your assigned vehicle. **(Recommended.)**
- When moving about a building. **(Required.)**
- When performing task out in the community, outside of a vehicle or equipment cab. **(Required.)**
- If entering a home or business where there is someone with symptoms or who is positive or suspected to have Covid-19. **(N95, KN95, or other assigned mask for this purpose, safety glasses, and gloves are required.)**
- When working where there could be an airborne contagion such as near raw wastewater. **(N95, KN95, or other assigned mask for this purpose, safety glasses, and gloves are required.)**
- If interacting with the public from behind a guard of some type. **(Required.)**
- If interacting with the public from behind a fully glassed area. **(Required.)**
- If performing a task alongside a co-worker, inside or outside, where 6 feet distancing cannot be maintained. **(Required.)**
- If outside, working separately, and unable to maintain 6-foot distancing. **(Required.)**
- When a person walks by your desk in your work area **(Required.)** (If persons are frequently walking by and within 6 feet of your desk, contact your department director or Risk Control Manager for a re-evaluation of the situation.)
- Two or more persons are reviewing a work order or plans beside a truck parked outside. **(Required.)**
- Talking to someone outside. **(Required for both.)**
- On way to a truck or other place, passing by a coworker who is shoveling. Give as much space as possible. **(Required.)**
- Working alone at your workspace and someone walks in to talk with you. **(Required for both.)**
- In a meeting or other gathering and someone refuses to wear face covering even when not talking. **(Gathering must end and everyone must leave the gathering space wearing a face covering.)**
- Driving in truck with another person making frequent outdoor stops. **(Required for both.)**
- Popping into someone's office to talk. **(Required for both.)**
- Alone is workspace interacting on a Zoom meeting. **(Required.)**
- Alone at workstation and someone passes by less than 6 feet away. **(Required.)**

### Caring for City Issued Masks

- Hands must be washed or sanitized before putting on and after removing the mask.
- Hand wash or machine wash homemade masks daily.
- Cloth exam masks may be used until they are dirty, hard to breathe through, or damaged.
- Contact Risk Control Supervisor if you need additional masks.

### Infectious Disease Control Measures

- Current surface cleaning standards shall be maintained.
  - Wipe down all surfaces in your workspace when you arrive and just before you leave.

- Wash hands frequently for 20-seconds.
- Follow strict “If you feel sick, stay home” practices per CDC and KCHD.
- Law enforcement and first responder training is permitted with compliance social distancing and face covering requirements.
- Refrain from attending in-person (versus participating virtually in) meetings outside of the City system.
- Limit work-related travel.
- Consider delivering or receiving prints, forms, etc. through curbside pick-up or delivery.
- Do not participate in handshaking or other physical contact when greeting others.
- Drinking fountains will remain covered until further notice.
- Posters supporting the above practices will be posted in all buildings.
- Use phone calls to conduct business as much as possible.
- Where possible, stick to main routes and hallways. Do not cut through departments when leaving an area.
- Follow all distancing cues in city buildings.

### **Exposure Determination**

The City evaluated routine and reasonably anticipated tasks and procedures for all employees to determine whether there is actual or reasonably anticipated employee COVID exposure. The Risk Control Supervisor is responsible for seeing that exposure determination is performed as necessary. The following assessment has been completed.

### **Very High/High Exposure Risk**

Jobs are those with high potential for exposure to **known or suspected sources of infectious disease** during specific medical, postmortem, or laboratory procedures. Workers in this category include:

- Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected infectious disease patients. **City of Wyoming employees include medical first responders/EMT performing aerosol-generating procedures only.**
- Healthcare or laboratory personnel collecting or handling specimens from known or suspected infectious disease patients (e.g., manipulating cultures from known or suspected infectious disease patients). **City of Wyoming employees include FSU personnel.**

#### **Engineering Controls & PPE**

- If an aerosol-generating procedure is being performed on patients with known or suspected infectious disease, and if full PPE is not available do not enter.
- Provide emergency responders and other essential personnel who may be exposed while working away from fixed facilities with alcohol-based hand rubs containing at least 60% alcohol for decontamination in the field.
- Increase fresh air to an area you may be working in.

#### **Administrative Controls**

- Ensure that psychological and behavioral support is available to address employee stress.
- Provide all workers with job-specific education and training on preventing transmission of infectious disease, including initial and routine/refresher training.

#### **Personal Protective Equipment (PPE)**

Most workers at high or very high exposure risk likely need to wear gloves, a face shield or goggles, and either a face mask or a respirator, depending on their job tasks and exposure risks. Those who work closely with (either in contact with or within 6 feet of) patients known to be, or suspected of being, infected with infectious disease, should wear N95 respirators. PPE ensembles may vary, especially for workers in laboratories and Forensic Services Unit. Additional PPE may include medical/surgical gowns, fluid-resistant coveralls, aprons, or other disposable or reusable protective clothing. Gowns should be large enough to cover the areas requiring protection. Public Service may also refer to direction from professional organizations and contacts.

### **Medium Exposure Risk.**

Jobs include those that require frequent and/or close contact with (i.e., within 6 feet of) people who may be infected, but who are not known or suspected infectious disease patients. In areas without ongoing community transmission, workers in this risk group may have contact with travelers who may be returning from locations with widespread infectious disease transmission. In areas where there is ongoing community transmission, workers in this category may have contact be with the general public (e.g., in schools, high-population-density work environments, and some high-volume retail settings). **City of Wyoming employees include Community Services, Public Works, Police, Clean Water Plant, and Fire employees who are required to enter facilities or residential homes, who have direct contact with the public as part of their jobs, or have cleaning responsibilities related to decontaminating equipment or vehicles that have been potentially contaminated with an infectious disease.**

#### Engineering Controls

- All employees should be practicing 6-foot distancing, hand washing for 20-seconds, and surface cleaning per CDC recommendations. Where appropriate, install physical barriers to maintain 6-foot distancing. Department heads will determine if there is a need for staggering shifts in order to maintain social distancing.

#### Administrative Controls

- Employees entering businesses or private homes to perform inspections or emergency work should ask the following questions upon entering the premises: "Do you have upper respiratory symptoms, a cough, a fever, or shortness of breath." If the answer is yes to any of these, consider rescheduling. If rescheduling is not feasible, maintain 6-foot social distancing, use gloves, eye protection, and a mask if available. You can also request that the symptomatic person leave the immediate area so the work or inspection can proceed. When work is completed and you leave the premises, remove PPE and wash hard surfaces and hands per CDC recommendations.
- Where appropriate, limit public access to the worksite, or restrict access to certain workplace areas.
- Consider strategies to minimize face-to-face contact (e.g., drive through windows, phone-based communication).
- Communicate availability of medical screening or other worker health resources (e.g., telemedicine services).

#### Personal Protection Equipment

At a minimum, face masks are required when on any City property. Medium Exposure Risk category employees may need to wear some combination of gloves, a gown, a face mask, and/or a face shield, goggles or safety glasses. PPE ensembles for workers in the medium exposure risk category will vary by work task.

#### **Lower Exposure Risk (Caution)**

Jobs are those that do not require contact with people known to be, or suspected of being infected, nor frequent close contact with (*i.e.*, within 6 feet of) the general public. Workers in this category have minimal occupational contact with the public and other coworkers. **City of Wyoming employees not mentioned in a previous category.**

#### Engineering Controls

All employees must practice 6-foot distancing, hand washing for 20-seconds, and surface cleaning per CDC recommendations. Where appropriate, install physical barriers to maintain 6-foot distancing. Department heads will determine if there is a need for staggering shifts in order to maintain social distancing.

#### Administrative Controls

Monitor public health communications about infectious disease recommendations and ensure that workers have access to that information. Frequently check the CDC infectious disease website. Limit visitors into the workplace, stay home when sick, and frequent communication to employees about changing recommendations (daily if necessary).

#### Personal Protective Equipment

A cloth or surgical style mask is required. Additional PPE is not recommended outside of normal requirements for other tasks.

#### **GENERAL PRINCIPLES – FIRST RESPONDER RESPONSE**

- Regardless of dispatch information, EMS personnel should (i) be vigilant for travel history and signs and symptoms of communicable disease (e.g., fever, cough, shortness of breath), (ii) use standard precautions and (iii) add appropriate transmission-based infection control precautions whenever history or exam findings warrant.
- Follow strict standards and transmission-based precautions based on the patient's clinical information to avoid exposure to potentially infectious bodily fluids, droplets, and airborne particles.
- Avoid direct contact with a patient who may have a serious communicable disease until you are wearing appropriate PPE. Maintaining a distance of at least 6 feet may provide protection from transmission of many diseases.
- **Limit the number of EMS providers contacting a potentially infectious patient to the minimum required to perform tasks safely. If ALS personnel are already on-site, provide support services if needed. Avoid patient care if possible.**
- Hand hygiene (e.g., handwashing with soap and water, alcohol-based hand rub, or antiseptic handwash) is one of the best ways to remove germs, avoid getting sick, and prevent the spread of germs to others.
- Placing a surgical mask on a patient with likely infectious cough significantly limits droplet generation. Patients should cover their nose and mouth when coughing or sneezing; use tissues to contain respiratory secretions and, after use, dispose them in the nearest waste receptacle; and perform hand hygiene after having contact with respiratory secretions and contaminated objects or materials.
- Influenza and other diseases can transmit via ocular surfaces and other mucous membranes. Use PPE to protect the mucous membranes of the eyes, nose, and mouth during procedures and patient care activities that may

generate splashes or sprays of blood, body fluids, secretions, and excretions. Select combinations of masks, goggles, and face shield according to the anticipated need for the task performed.

- Infection control practices may evolve with novel agents or during infectious disease outbreaks or epidemics. During an outbreak, pandemic, or epidemic, the City will monitor information that may affect employees and get that to them as soon as possible.
- First responders recognizing a potentially infectious patient should notify the dispatch center so in-route ambulance responders are prepared to implement appropriate infection prevention and control measures.
- Use caution when approaching the disoriented or delirious patient, as erratic behavior (e.g., flailing or staggering) can place EMS providers at additional risk of exposure.
- Keep nonessential equipment away from the patient, to minimize contamination on the scene and in the ambulance.

#### **GENERAL PPE CONSIDERATIONS WHEN PREPARING FOR AN EPIDEMIC**

The following is a list of PPE referred to in this plan. This is a suggested list only. Quantities and exact PPE stocked are dependent on ambulance service protocols and transport volumes/patient population. Modifications may be necessary for specialized transport units or during specific epidemics.

- Disposable exam gloves – standard gloves for standard precautions
- Cleanable goggles, face shield, or safety glasses.
- Surgical masks for patients and general city use.
- Disposable fluid-resistant gown OR disposable fluid-resistant coverall
- Disposable National Institute for Occupational Safety and Health (NIOSH)-approved, N95 or equivalent/higher level respirator (e.g., any tight-fitting respiratory protection requires additional testing to be worn)
- Disposable boot/shoe covers

#### **Donning PPE (Adapt based on level of risk of task)**

1. Inspect PPE prior to donning for condition and correct size.
2. Perform hand hygiene; allow hands to dry before putting gloves on.
3. Put on first pair of gloves.
4. Put on gown or coverall, first pair of gloves should be under cuff of sleeve.
5. Put on boot/shoe covers.
6. Put on outer gloves.
7. Put on respirator – Apply mask and mold to face/nose.
8. Put on protective eyewear or face shield.
9. Go through range of motion, confirming the integrity of the ensemble.

#### **Doffing PPE (taking off)**

1. If possible, go to a designated area to remove.
2. Remove and discard outer gloves into bag.
3. Remove coverall, boot/shoe covers and discard.
4. Disinfect gloves with sanitizer if possible.
5. Remove respirator – bag if reusing.
6. Remove gloves without touching outside with bare hands
7. Perform hand hygiene – sanitize if not able to wash with soap and water. When soap and water is available perform proper handwashing for 20-seconds agitation

## **APPENDIX F**

### **HOW TO WEAR A FACE COVERING**

Based on information provided by the Michigan Department of Health and Human Services.

Wearing a cloth face covering is a best practice to protect you and others during the pandemic. A cloth face covering is required when in a outside your home and inside or in proximity to others. It is not a substitute for distancing. Cloth face coverings should be able to be laundered and machine dried without damage or change to shape (CDC, 2020).

#### **How to wear a face covering appropriately (CDC, 2020):**

- Clean hands with soap and water or alcohol-based hand sanitizer before putting on a face covering.
- Put the face covering over your nose and mouth and secure it under your chin. Cloth face coverings should fit snugly but comfortably against the side of your face, secured with ties or ear loops.
- Make sure you can breathe easily without restriction when wearing the face covering.
- Avoid touching the face covering while wearing, and if you do, clean your hands.
- When removing a face covering, handle only by the ties or ear loops, and fold outside corners together to avoid touching the front of the covering.
- Clean your hands with soap and water or alcohol-based hand sanitizer after removing and handling your face covering.

Cloth face coverings should not be placed on children younger than 2 years old, or anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance.

While safe for most people, it is possible that wearing a face covering could interfere with your

1. Breathing
2. Vision
3. Ability to communicate clearly
4. Self-care
5. Ability to regulate your temperature
6. Overall feelings of well-being

**Below are some suggestions that may be helpful if you are having any of these problems:**

#### **1. Breathing**

A cloth face covering may cause you to rebreathe some carbon dioxide you have breathed out, which may cause your breathing rate to increase. If a face covering is too tight or too thick, and causes too much resistance, it may cause breathing to slow. These changes in breathing may cause you to get lightheaded or not feel well. You may not be able to do as much or work as hard when wearing a face covering.

People with allergies, runny nose, asthma, or COPD may not be able to tolerate breathing in a face covering well or for as long. Face coverings made with too many layers of cloth, tightly woven cloth, or cloth that has gotten wet from saliva or mucus may be hard to breathe through.

#### **Suggestions:**

- Take breaks from your face covering
  - o If you have episodes of lightheadedness or shortness of breath, take breaks throughout the day. Go to your car, or somewhere else where you are away from others and remove your face covering for a little while. Remove the face covering by ear straps/ties, wash your hands with soap and water or use an alcohol-based hand sanitizer after removing.
  - o **If you experience an unusual, sudden, or significantly increasing lightheadedness, shortness of breath, or dizziness, it could be a sign of another serious medical condition. Notify a co-worker or call 9-1-1 for help.**
- Make sure the face covering is not too tight and the material is not too thick.
- Change a face covering if it gets wet or damp.
- If you have a health condition that makes wearing a face covering difficult, contact your department head or Human Resources for assistance. Try to limit trips and if you do have to go out, distance to the best of your ability.

#### **2. Vision**

Using a poorly placed face covering can obstruct vision. Glasses or goggles can become fogged up, especially in cold weather or when going from hot weather to an air-conditioned building or vehicle.

#### **Suggestions:**

- Unless another person is in the vehicle with you, it is not recommended that you wear a face covering while driving due to these potential hazards. If more than one person is in the vehicle, face coverings are required. If you are medically unable to wear a cloth mask while in a vehicle with another person contact the Risk Control Supervisor for alternatives.

- To stop glasses from fogging, wash glasses in soapy water and let them air dry. You can also rub a dab of shaving cream into the inside of the lenses. When they are dry, use a clean dry cloth to buff off any extra. The soap or shaving cream residue will prevent fog from forming.

### 3. Ability to communicate clearly

A covering over the mouth can make it difficult for others to understand what we are saying because words are muffled, and visual cues are blocked. This is worse with short or one-word statements because there isn't context to help others figure out what we are trying to say.

Face coverings also make it harder for the hard of hearing and hearing impaired to understand what you are saying.

#### Suggestions:

- Be sure to face the person you are talking to and speak in clear, complete sentences.
- Consider coming up with hand signals to use for common questions and answers.
- If you are talking to someone with hearing impairment make sure there is as little background noise as possible, talk slowly and clearly, and consider using a face covering with a clear front so your mouth movements can help with communication.
- How to Make an Accessible, Deaf-Friendly Face Mask:  
<https://www.hsdcc.org/wp-content/uploads/2020/04/HSDCC-Instructions-for-Clear-Window-Masks.pdf>  
 Communicator Face Mask <https://www.9and10news.com/content/uploads/2020/04/Communicator-Face-Mask.pdf>

### 4. Self-care

Wearing a face covering makes it difficult to eat, drink, scratch your nose, blow your nose, and so on.

#### Suggestions:

- It is important to take breaks in your car or another place to safely take care of such needs during the day.

### 5. Ability to regulate your temperature

Using a face covering in hot temperatures can cause you to feel uncomfortable and may cause you to overheat faster. Sweat and wetness may soak into the cloth face covering, and this makes it harder to breathe through the face covering as well, making it less effective.

#### Suggestions:

- Take extra breaks during hot weather, focusing on hydration and cooling down.
- Pay close attention for signs of heat illness.
- Change face coverings if yours gets wet or damp.

### 6. Overall feelings of well-being

It is not uncommon to feel some irritation or discomfort from your face covering. For some, it is much worse, and wearing a face covering can cause anxiety or feelings of claustrophobia.

#### Suggestions:

- If you are worried or nervous about wearing a face covering, start by wearing it loosely for very short periods of time around the house.
  - If this isn't possible, wear it around your neck or chin until that is tolerable before putting it over your mouth.
- Gradually increase the time until you feel comfortable wearing it outside your home. Make sure you get a face covering you like that feels comfortable.

#### Other Considerations:

Some worry that wearing a face covering or mask may cause people to touch their faces more often as they fit and adjust it. Be aware of this possibility and avoid touching your face and face covering.

Exhaled air may be forced up into your eyes while you are wearing a face covering which might irritate your eyes. If you notice this happening, use over-the-counter lubricating eye drops but wash hands prior to use.

Dirty face coverings can be a source of germs and infection. Your face covering should be washed and dried routinely depending on the frequency of use. Use a bag or bin to store cloth face coverings until they can be laundered. Use the appropriate washer and dryer settings and detergents for the materials your face covering is made of. The cloth face covering should be washed right away if you were around someone with COVID-19 or if the covering is visibly dirty. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Over time, washing and drying your cloth face covering will decrease its ability to filter out particles from your breath. Consider replacing your cloth face covering after four or five washes.

In addition, discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps

- Cannot stay on the face
- Have holes or tears in the fabric

## APPENDIX G OTHER RESOURCES

Helpful CDC Guidance:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/need-to-know.html>

CDC Handwashing Fact Sheet:

<https://www.cdc.gov/handwashing/pdf/HandSanitizer-p.pdf>

CDC Fact Sheet and Poster on Preventing the Spread of Germs:

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs-11x17-en.pdf>

CDC Fact Sheet on What to Do if You Are Sick:

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/sick-with-2019-nCoV-fact-sheet.pdf>

CDC Poster for Entrance Reminding Employees Not to Enter When Sick:

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/stayhomefromwork.pdf>

MDHHS Order:

[https://www.michigan.gov/coronavirus/0,9753,7-406-98178\\_98455-549437--,00.html](https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-549437--,00.html)

[https://www.michigan.gov/documents/coronavirus/1-13\\_COVID\\_Gathering\\_Guidelines\\_v1\\_712832\\_7.pdf](https://www.michigan.gov/documents/coronavirus/1-13_COVID_Gathering_Guidelines_v1_712832_7.pdf)

[https://www.michigan.gov/documents/coronavirus/1-13\\_Capacity\\_Limits\\_Fact\\_Sheet\\_v2\\_712831\\_7.pdf](https://www.michigan.gov/documents/coronavirus/1-13_Capacity_Limits_Fact_Sheet_v2_712831_7.pdf)

[https://www.michigan.gov/coronavirus/0,9753,7-406-98178\\_98455-549432--,00.html](https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-549432--,00.html)

MIOSHA Emergency Rules and Infographic:

[https://content.govdelivery.com/attachments/MIEOG/2020/10/14/file\\_attachments/1570997/MIOSHA%20Emergency%20Rules%2010-14-20.pdf](https://content.govdelivery.com/attachments/MIEOG/2020/10/14/file_attachments/1570997/MIOSHA%20Emergency%20Rules%2010-14-20.pdf)

[https://www.michigan.gov/documents/leo/Emergency\\_Rules\\_10.14\\_705109\\_7.pdf](https://www.michigan.gov/documents/leo/Emergency_Rules_10.14_705109_7.pdf)

[https://www.michigan.gov/leo/0,5863,7-336-100207\\_103271---,00.html](https://www.michigan.gov/leo/0,5863,7-336-100207_103271---,00.html)

KCHD Vaccine Information

<https://vaccinatewestmi.com/safety-efficacy/>

<https://vaccinatewestmi.com/vaccine-distribution/>

<https://vaccinatewestmi.com/faq/>

<https://accesskent.com/Health/covid-19-vaccine-registration.htm>

KCHD Guide to Cloth Face Coverings

<https://www.accesskent.com/Health/pdf/COVID-19/Guide-to-Cloth-Face-Coverings.pdf>

KCHD Stop the Spread of Germs Flyer

[https://www.accesskent.com/Health/pdf/COVID-19/Stop\\_the\\_Spread\\_Flyers/English%20CDC%20stop-the-spread-of-germs%20poster%20kchd.pdf](https://www.accesskent.com/Health/pdf/COVID-19/Stop_the_Spread_Flyers/English%20CDC%20stop-the-spread-of-germs%20poster%20kchd.pdf)

KCHD COVID-19 FAQs

<https://kentcountybacktowork.com/wp-content/uploads/2020/09/Guidelines-and-Best-Practices-for-Employees-Final.pdf>

Face Covering Guidance

[https://www.michigan.gov/documents/coronavirus/Face\\_Coverings\\_Guidance\\_for\\_non-healthcare\\_workers\\_Final\\_685949\\_7.pdf](https://www.michigan.gov/documents/coronavirus/Face_Coverings_Guidance_for_non-healthcare_workers_Final_685949_7.pdf)

## APPENDIX H

### COVID-19 PREPAREDNESS AND RESPONSE PLAN REVISED REMOTE WORK POLICY

This Remote Work Policy supplements the City's COVID-19 Preparedness and Response Plan to address when in-person work is permitted and when remote work is required. It will be made a part of the City's Plan upon the next revision to that Plan.

City workers engaged in activities that can feasibly be completed remotely must work remotely. City workers in the following described positions or in the following described tasks or processes must perform their work in-person using City facilities and/or equipment:

1. On-site monitoring or operation of City plants or equipment, such as water and clean water treatment plants and oversight of HVAC and other city building systems.
2. Use of City equipment or vehicles such as for snowplowing, mowing, vehicle or equipment maintenance, firefighting, police vehicles, or other equipment.
3. In-person interactions with the public, such as at the city hall counters for Assessor, Treasurer, and Clerk, for Inspections and Planning, and in the District Court. Such interactions should be limited by using virtual meetings (via Zoom, MS Teams, Skype, etc.), scheduling appointments, urging use of the drive-up window and drop-box, or other means. Departments must minimize staffing to minimize the numbers of workers with the public contact and thereby reduce the number of those who might have the same contacts with COVID-positive or symptomatic persons.
4. Work requiring access to incoming mail or deliveries. Workers must handle delivered items promptly and, if possible, return to remote work.
5. Work supporting other city workers or functions that cannot be performed remotely, such as those servicing city vehicles and IT staff working hands-on with IT hardware.
6. Overseeing construction or contractor work requiring where an on-site presence to provide site access, site security, on-site compliance with COVID-related requirements, etc.
7. Conducting, supporting, participating in, or operating equipment at a required in-person meeting, hearing, or other event. Examples include 62-A District Court judges and some court personnel, city prosecutors at court events, police officers and inspectors testifying during court events, or similar events to the extent those events cannot be held virtually. **NOTE:** Until at least March 1, 2021, all meetings of city bodies will be held remotely.
8. Security work to limit access to city buildings and facilities such as personnel conducting entrance screenings at City Hall.
9. Cleaning or sanitizing city buildings, facilities or equipment.
10. Periodic trash removal from city buildings or other property, such as parks and the WSC.
11. Staff needed to operate the city's yard waste site.
12. Supervisors who reasonably cannot supervise the work of others while off-site. It is noted that on-site supervisors are required to ensure COVID compliance at city buildings and facilities.
13. Other circumstances where on-site, in-person work is required to perform needed tasks, provide needed office coverage or for other reasons. The City Manager or Human Resources Director may require or permit it following consultation with the department head.

City department heads must regularly review their operations and employees to determine who will work remotely and who will work on-site and for what durations they will do so. Department heads should seek to alternate staffing, provide for remote work and take other reasonable steps to reduce the numbers of workers who may be subject to the same exposure event and reduce possible service disruptions.

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Curtis L. Holt, City Manager

Original: 11.17.2020

Date signed: January 18, 2021

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

RESOLUTION TO ACCEPT AN AGREEMENT WITH VELOCITYEHS FOR  
MSDS ONLINE CLOUD BASED SAFETY DATA SHEET SERVICE AND TO  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a 3-year agreement from VelocityEHS for MSDS online cloud-based safety data sheet service at a cost of \$5,364.00 per year.
2. Funds for the services are budgeted in account number 110-226-22800-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby enter into an 3-year agreement with VelocityEHS for MSDS online cloud based safety data sheet service in the total amount of \$16,092.00.
2. The City Council does hereby authorize the City Manager 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 February 15, 2021.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: January 27, 2021  
Subject: MSDS Cloud Based Safety Data Sheets Service  
From: Lacey Koens, Risk Management Supervisor  
Meeting Date: February 15, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council accept an agreement from VelocityEHS to provide cloud based safety data sheet maintenance services in the amount of \$5,364.00 per year for a 3 year contract period.

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

Using a cloud based service allows the City to utilize modern technology to maintain compliance with employee laws including providing an “on-site” resource for chemical information. Many employees (police, fire, public works, and utilities) are mobile during the majority of their workday, using this service it allows all employees to quickly get MSDS sheets at anytime and anywhere using the application on their phone.

The past three years have proven how valuable this program is. The ability to look up chemicals on the go is just one aspect that has improved the overall safety of all City of Wyoming employees. Addressing the needs of every department and meeting federal and state law requirements has become easier. Because of the ease of use and adding information, the application is used more frequently than the old paper and binder method.

### **DISCUSSION:**

The City is required by federal and state law to provide chemical information access to all employees. In the past the City had employees in each building maintain paper copies of Safety Data Sheets (SDS). With over 1,500 chemicals city-wide this task is daunting. In 2015, U.S. based chemical manufacturers were required to meet a world-wide standard for all SDS. This change over to the globally harmonized system of classification and labeling of chemicals made it almost impossible to maintain paper copies. Additionally, federal and state employee safety laws require the ability to provide chemical safety information “on-site” to mobile operations.

### **BUDGET IMPACT:**

Funds for this service is budgeted in the risk management account number 110-226-22800-956.000.

CITY OF  
**Wyoming**  
MICHIGAN  
**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN

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

“City” means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

“Effective Date” means April 21, 2021.

“Professional” means VelocityEHS Holdings, Inc. a Delaware corporation with principal offices at 222 Merchandise Mart Plz Ste 1750, Chicago, IL 60654-4243.

“Professional’s Terms and Conditions” means the VelocityEHS Master Subscription and Services Agreement attached as part of the Proposal.

“Proposal” means Professional’s proposal for the Services attached as Exhibit A.

“Services” means the software licenses and services described in the proposal.

TERMS AND CONDITIONS

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

1. Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. City will pay Professional in accordance with the Proposal.
3. Professional’s Terms and Conditions will apply to this Contract except as follows:
  - A. The following statement at the end of the opening paragraph of Professional’s Terms and Conditions does not apply to this Contract and shall be treated as if it were deleted: “If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.”
  - B. Subsection 13(b) of Professional’s Terms and Conditions is amended by substituting “Michigan” for “Delaware.”
  - C. The following terms are added to this Contract.
    1. 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.
    2. Qualifications. Professional represents and promises that:
      - A. Professional has and will maintain, and any personnel Professional engages to provide services under this Contract have and will maintain, (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work and (ii) the experience and other qualifications stated in the Proposal.
      - B. Neither Professional nor its 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. Professional is not on and will remain off the United States System for Award Management (SAM) list of excluded contractors.
      - D. 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 will 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.
    7. Ethical Standards. Professional and its directors, members, partners, officers and employees, and 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 this Contract; (ii) engaging in an act creating an appearance of impropriety with respect to this Contract’s award or performance; (iii) attempting 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 this 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 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 City except as already disclosed in writing to City. Professional will immediately notify City of any violation of this situation.

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 City and Professional.

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

**City of Wyoming**

By: \_\_\_\_\_  
Curtis L. Holt, City Manager

Date signed: \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**VelocityEHS Holdings, Inc.**

By: \_\_\_\_\_  
[Signature officer, director or principal of Professional]  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: \_\_\_\_\_, 2021

**Exhibit A  
Proposal**



222 Merchandise Mart Plaza, Suite 1750  
Chicago, IL 60654  
Ph: 312.881.2000  
Fax: 866.590.4961  
Tax ID #: 04-3626476

**Contract Number:** RS-098650  
**Contract Date:** 1/6/2021  
**Sales Rep:** Alex Hansen  
**Offer Valid Through:** 2/5/2021

**Customer Information**

**Bill to:**  
**Customer:** Wyoming, City of (inc)  
**Attn:** Lacey Koens  
**Address:** 1155 28TH St SW  
Wyoming, MI 49509-2895

**Ship to:**  
**Customer:** Wyoming, City of (inc)  
**Attn:** Lacey Koens  
**Address:** 1155 28TH St SW  
Wyoming, MI 49509-2895

**Terms and Conditions**

**Related Contract:** Not Applicable  
**Contract Start Date:** 4/3/2021  
**Contract End Date:** 4/2/2024  
**Term:** 3 Years  
**Coverage:** 1 Location(s)

**PO Number:**  
**Payment Terms:** Net 30  
**Billing Frequency:** Annually  
**Initial Invoice Due:** 4/3/2021

Chemical Management				
Licensing				
Product	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$5,364.00	\$5,364.00	\$5,364.00
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00
Compliance Solutions				
Licensing				
Product	Qty	Year 1	Year 2	Year 3
Fax Back Service - Domestic	25	Included	Included	Included
<b>Total</b>		<b>\$5,364.00</b>	<b>\$5,364.00</b>	<b>\$5,364.00</b>

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

**Wyoming, City of (inc)**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**VelocityEHS**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**(M)SDS Management Base subscription pricing includes:**

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement.
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for 250.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSonline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSonline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for 200 USD; additional MSDS Uploads may be purchased in bundles of (100) for 200 USD.
- Technical & Customer Support.
- Supplemental Terms and Conditions apply. To learn more, click [here](#).

**Fax-Back Service – Domestic:** This 24/7 Service provides all Customer employees included within the Coverage of this agreement access to a toll-free telephone number in order to request an (M)SDS to be supplied via facsimile, receive chemical exposure support, or medical information.

- Customer is allowed up to 25 fax events on an annual basis.
- Chemical exposure support or medical information calls will be counted as five (5) fax events.
- Initial purchase includes allotment of ten (10) 8.5 x 11 Posters and fifty (50) 1-800-Number Stickers to communicate the program.
- Additional fax events may be purchased in bundles of ten (10) for 200.00 USD.
- Additional materials are available upon request at 2.50 USD per Poster and 0.10 USD per Sticker (minimum 25 USD order).
- **DISCLAIMER - THE FAX-BACK SERVICE CONSISTS OF CUSTOMER RECEIVING REQUESTED COPIES OF (M)SDS DOCUMENTS VIA FAX. CUSTOMER ACKNOWLEDGES THAT THE FAX-BACK SERVICE IS PROVIDED THROUGH THIRD PARTY CONTRACTORS RETAINED BY VELOCITYEHS AND THAT SUCH CONTRACTORS MAY PROVIDE OR OFFER TO PROVIDE ADDITIONAL SERVICES, ADVICE, REPORTS OR RECOMMENDATIONS TO CUSTOMER, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH CARE OR EMERGENCY INFORMATION ABOUT OR PERTAINING TO EXPOSURE TO OR TREATMENT FOR EXPOSURE TO CHEMICALS, THAT ARE NOT PART OF THE FAX-BACK SERVICE ("OTHER SERVICES OR ADVICE"). IN NO EVENT SHALL VELOCITYEHS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR EXPENSE RELATING TO SUCH OTHER SERVICES OR ADVICE OR CUSTOMER'S RELIANCE THEREON, AND CUSTOMER AGREES TO HOLD VELOCITYEHS HARMLESS FROM SAME.**

All Year One (1) fees are in USD and unless otherwise noted, become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription "anniversary date"; subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.



## VelocityEHS Master Subscription & Services Agreement

This VelocityEHS Master Subscription & Services Agreement is between VelocityEHS Holdings, Inc. (“VelocityEHS”) and the entity indicated on the applicable Customer Order Form (defined below as “Customer”). By executing a Customer Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

Customer must not access the Software if Customer is VelocityEHS’s direct competitor, except with VelocityEHS’s prior written consent. In addition, Customer must not access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes. All access to and use of the Software is subject to VelocityEHS’s [Privacy Policy](#). This Agreement was last updated on July 17, 2019.

### 1. OVERVIEW; ORDERING; ACCESS TO SERVICES

- (a) **Overview.** This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.
- (b) **Ordering.** Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions applicable to a specific Service.
- (c) **Provision & Access.** Subject to and conditioned on Customer’s payment of Fees (as defined in Section 6(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:
  - i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or
  - ii. will provide Professional Services to Customer as described in the Customer Order Form, in accordance with the terms and conditions of this Agreement, and in a professional manner.
- (d) **Subscriptions.** Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

### 2. USE OF THE SOFTWARE

- (a) **Usage Limits.** Customer’s use of the Software is limited to Customer’s internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to the coverage area limits as stated in the Customer Order Form. Unless otherwise specified, (i) where a quantity in a Customer Order Form refers to Users, the Software may not be accessed by more than that number of Users, (ii) a User’s Credentials must not be shared with any other individual, and (iii) except as set forth in a Customer Order Form, a User’s Credentials



may only be reassigned to a new individual who is replacing an individual who will not have any further access to the applicable Software. If Customer exceeds a usage limit under this Agreement, Customer will cooperate with VelocityEHS to reduce Customer's usage so that it conforms to that limit. If, notwithstanding VelocityEHS's efforts, Customer is unable or unwilling to abide by the usage limit specified in the Customer Order Form, Customer will execute a Customer Order Form promptly upon VelocityEHS's request for additional quantities of the applicable Software and Customer will pay any invoice for such excess usage.

- (b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; or (x) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.
- (c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.
- (d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.
- (e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.



- (f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's satisfaction. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation.

### 3. VELOCITYEHS RESPONSIBILITIES

- (a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.
- (b) **Service Commitment.** VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.
- (c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.
- (d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.
- (e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's [Data Processing Addendum](#), the "DPA") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.



- (f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

#### 4. ACCEPTANCE OF PROFESSIONAL SERVICES

Customer shall provide VelocityEHS with written notice within 30 calendar days from the completion of the Professional Services describing Customer's specific basis for any dissatisfaction with the Professional Services. After receipt of such notice, VelocityEHS will meet with Customer to discuss the problem and, if applicable, will arrange for the performance of such Professional Services to be raised to the warranted level. In the event that Customer does not provide VelocityEHS with such written notice within 30 calendar days from the completion of the Professional Services, the Professional Services will be deemed accepted by Customer.

#### 5. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services.

#### 6. FEES AND PAYMENT

- (a) **Fees and Expenses.** Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "**Fees**"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.

- (b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 6. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies. Customer must report any errors or discrepancies in any invoice within 30 days after the date of such invoice or such invoice will be deemed correct and payable by Customer in accordance herewith.



- (c) **Overdue Charges.** If VelocityEHS does not receive any invoiced amount by the due date, then without limiting VelocityEHS's rights or remedies, any overdue amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.
- (d) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding invoice not being paid within 60 days from the invoice date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 6(d).
- (e) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 6(f), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.
- (f) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

## 7. PROPRIETARY RIGHTS AND LICENSES

- (a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.
- (b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this



Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS, and obtaining any necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.

- (c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.

## 8. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer's Confidential Information includes, but is not limited to, the Data. VelocityEHS's Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.
- (b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party's discretion, a reasonable need to know such information ("**Representatives**") without the Disclosing Party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives' compliance with this Section 8.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party's Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.



## 9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

- (a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.
- (b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, and (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.
- (c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

## 10. INDEMNIFICATION

- (a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the



Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 10(a) will not apply to the extent that the Claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from a Service for which there is no charge; (D) a Claim arising from Data, Third-Party Content, or Customer's use of the Service in violation of this Agreement. This Section 10(a) states VelocityEHS's sole liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

- (b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS.
- (c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 10, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

## 11. LIMITATION OF LIABILITY

- (a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 6.
- (b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER,



BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

- (c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 11(A) AND 11(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.
- (d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

## 12. TERM AND TERMINATION

- (a) **Term of Agreement.** This Agreement commences on the date Customer executes the Customer Order Form and continues until all Services ordered hereunder have been provided, have expired, or have been terminated.
- (b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Except as otherwise specified in a Customer Order Form, Subscriptions will automatically renew, regardless of whether previously renewed, for additional periods equal to the expiring Subscription term or one year (whichever is shorter), unless either party gives the other party written notice of non-renewal at least 60 days before the end of the relevant Subscription term. The terms applicable to any such renewal will be the same as those set forth herein and the fees applicable to such renewal will be at the rates then made generally available by VelocityEHS or its Affiliates, unless expressly provided otherwise in the applicable Customer Order Form or VelocityEHS provides Customer notice of different pricing at least 75 days prior to the applicable renewal term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- (c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 12(e), all Confidential Information provided to it by the other party.
- (d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 12(c) (Termination), VelocityEHS will refund Customer a pro-rata portion



of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If this Agreement is terminated by VelocityEHS in accordance with Section 12(c), VelocityEHS shall have the option, in its sole discretion, to invoice Customer for all unpaid Fees covering the remainder of the term of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

- (e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the [VelocityEHS Data Return Policy](#). VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.
- (f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(e) (Removal of Content), 6 (Fees and Payment), 7 (Proprietary Rights and Licenses), 8 (Confidentiality), 9(c) (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12(d) (Refund or Payment Upon Termination), 12(e) (Data Portability and Deletion), 12(f) (Surviving Provisions), 13 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

### 13. GENERAL PROVISIONS

- (a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using Customer's electronic e-mail addresses set forth on a Customer Order Form.
- (b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.
- (c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.
- (d) **Export Compliance.** Customer will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Customer further agrees to make, obtain, and maintain in force at all times during



the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for Customer to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

- (e) **Anti-Corruption.** Customer will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which Customer operates.
- (f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.
- (g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- (h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- (i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.
- (j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.
- (k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed



modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

- (l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events (“**Force Majeure Events**”). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 13(l) will not apply to Customer’s obligation to pay for Services in accordance with Section 6.
- (m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS, and authorizes VelocityEHS to use Customer’s trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer’s name, logo, service marks, and/or trademarks are Customer’s sole and exclusive property.
- (n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- (o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

#### 14. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

- (a) “**Affiliate**” means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.



- (b) **“Agreement”** means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
- (c) **“Content”** means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
- (d) **“Credentials”** means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.
- (e) **“Customer”** means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.
- (f) **“Customer Order Form”** means Customer’s order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.
- (g) **“Data”** means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer’s use of the Software, including Personal Data.
- (h) **“Documentation”** means VelocityEHS’s online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.
- (i) **“Malicious Code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.
- (j) **“Materials”** means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.
- (k) **“Personal Data”** means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.
- (l) **“Professional Services”** means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.
- (m) **“Services”** means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.
- (n) **“Software”** means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.
- (o) **“Subscription”** means Customer’s right to access VelocityEHS’s and its Affiliates’ online-hosted Software applications and certain related Software applications designed for installation on Customer’s and its Users’ computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.
- (p) **“Third-Party Content”** means third-party information obtained by VelocityEHS and made available to Customer through the Services.
- (q) **“Users”** means individuals appointed by Customer to access and use the Software, which may include Customer’s officers, employees, consultants, and agents performing services for Customer or on Customer’s behalf.

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

RESOLUTION TO ACCEPT QUOTES FROM MOSS  
TO ENHANCE THE NEW TECHNOLOGY IN THE COUNCIL CHAMBERS,  
APPROVE THE ATTACHED BUDGET AMENDMENT,  
AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On October 19, 2020, City Council adopted resolution number 26820 accepting a quote from Moss to replace the technology in the council chambers.
2. As detailed in the staff report, it is recommended the City Council accept three additional quotes from Moss to enhance the new technology.
3. Funds for the purchase and installation will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quotes from Moss to enhance the new technology in the council chambers in the total amount of \$11,294.36.
2. The City Council does hereby authorize the attached budget amendment.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
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 February 15, 2021.

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Contract  
Quotes (3)

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



## STAFF REPORT

Date: February 2, 2021

Subject: Council Chambers Technology Upgrades/Additions

From: Pat Firestone, Director of Information Technology

Meeting Date: February 15, 2021

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### RECOMMENDATION:

It is recommended that the City Council authorize the (3) additional quotes from Moss, to enhance the new technology in the City of Wyoming Council Chambers, in the amount of \$11,294.36.

### 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 added is replacing equipment that is beyond its useful life, some of which has been in-use since City Hall was dedicated in 2003. The City also will realize the potential for more efficient use of employee time, by having the ability to host online training sessions in the Council Chambers.

### DISCUSSION:

The City of Wyoming's Council Chambers technology was a custom-built and engineered, complicated analog system which has been in-use since City Hall was dedicated in 2003. On October 19, 2020, Council approved a technology upgrade, which is nearly complete. While completing this technology upgrade, further hardware was found to be needing to be upgraded, as well as some enhanced feature availability that is desired, due to remote meetings and remote work. There are (2) components to this addition, as outlined below:

- 1) Microphones: The microphones were found to be in an obsolete radio band. The described system will provide for (4) wireless microphones to be used with the existing audio system in the Wyoming City Council Chambers. A wireless handheld microphone is included, to be used instead of a wireless lavalier microphone as necessary. This proposal includes the necessary wireless receiver combining system and cabling, component installation and testing. Required programming to integrate the described microphones into the existing control system is included. The system will be tested for proper operation.
- 2) QSC Camera and USB Bridge: Remote meetings during the current pandemic has required creativity on the technology and methods of running meetings. This hardware will consist of a high-end camera mounted at the rear of the Council Chambers, dedicated to, and allowing for standardized remote meetings and teleconferences. This system will

also have the potential for more efficient use of employee time, by having the ability to host online training sessions and teleconferences in the Council Chambers, saving travel time from remote City locations.

This proposal includes the hardware and integration into our new technology, with installation, wiring, and custom programming by Moss.

**BUDGET IMPACT:**

Funding for this system purchase will be available from the following funds, with a pending budget amendment:

101-267-26700-975.000 – Capital Outlay.

**AMENDMENT TO**  
**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**  
**CITY OF WYOMING, MICHIGAN**

This Amendment to Standard Professional Services Contract is made as of the Effective Date between the City and the Professional to amend the Contract to provide for the Additional Services.

"Additional Services" means Professional will supply services and items listed for upgrading the Wyoming City Council Chambers as detailed in the Proposal.

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

"Contract" means the Standard Professional Services Contract between the City and the Professional with an effective date of October 20, 2020.

"Effective Date" means: January 18, 2021.

"Professional" means MOSS, a Michigan corporation, 561 Century Ave SW, Grand Rapids, MI 49503.

"Proposal" means the Professional's proposal for the services dated January 18, 2021 attached as Exhibit A.

**TERMS AND CONDITIONS**

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

1. The Professional will perform the Additional 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 Additional 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 Additional Services as described by the Proposal.
3. Except as modified in the Proposal or this Amendment, all terms and conditions of the Contract shall remain in effect.

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

**CITY OF WYOMING**

**MOSS**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

\_\_\_\_\_  
(Printed Name & Title of Person Signing for Professional)

Date signed: \_\_\_\_\_, 2021

Date signed: \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

EXHIBIT A  
PROPOSAL

**MOSS**

Making Technology Work

**Wireless Microphone add**

QUOTE #007928 V1

**PREPARED FOR**  
City of Wyoming

**PREPARED BY**  
Joe Troyer

January 18, 2021

---

**Wireless Microphone add**

**Quote #007928 v1**

Prepared For: <b>City of Wyoming</b> Pat Firestone 2660 Burlingame Ave SW Wyoming, MI 49509	Prepared by: <b>MOSS</b> Joe Troyer 561 Century Ave SW Grand Rapids, MI 49503	Date Issued: <b>Jan 18, 2021</b> Expires: <b>Feb 19, 2021</b> ERate SPIN #:  Special Contract Ref #: N/A
P: E: firestonep@wyomingmi.gov	P: 616-460-0162 E: joe.troyer@mosstele.com	

**Solution Summary**

**The described system will provide for (4) wireless microphones to be used with the existing audio system in the Wyoming City Council Chambers. A wireless handheld microphone is included, to be used instead of a wireless lavalier microphone as necessary. This proposal includes the necessary wireless receiver combining system and cabling, component installation and testing. Required programming to integrate the described microphones into the existing control system is included. The system will be tested for proper operation.**

Equipment				
Part #	Description	Price	Qty	Ext. Price
SLXD124/85-J52	Shure Wireless Combo System with SLXD1 Bodypack, SLXD4 Receiver, SM58 Hand Held Microphone and WL185 Lavalier Microphone	\$873.75	1	\$873.75
SLXD14D-J52	Shure Dual Combo System with (2) SLXD1 Bodypacks and SLXD4D Receiver	\$1,123.75	1	\$1,123.75
SLXD14-J52	Shure Combo System with SLXD1 Bodypack and SLXD4 Receiver	\$568.75	1	\$568.75
WL185	Shure Microflex® Cardioid Lavalier Microphone	\$103.75	3	\$311.25
UA825	Shure 25' UHF Remote Antenna Extension Cable	\$49.95	2	\$99.90
UA8-470-590	Shure UA8-470-590 ½ Wave Omnidirectional Antenna	\$28.35	2	\$56.70
UA844+SWB/LC	Shure UA844+SWB/LC Five-Way Active Antenna Splitter and Power Distribution System, external power supply.	\$411.25	1	\$411.25
Subtotal:				<b>\$3,445.35</b>

Quote Summary		Amount
Equipment		\$3,445.35
Installation Materials		\$75.00
Installation Services		\$680.00
Programming		\$600.00
Subtotal:		<b>\$4,800.35</b>
Shipping:		<b>\$189.01</b>
Total:		<b>\$4,989.36</b>

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

**MOSS**

**City of Wyoming**

Joe Troyer

Signature / Name

01/18/2021

Date

Pat Firestone

Signature / Name

1/1/0001 12:00:00 AM

Date

Initials

## 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.

**MOSS**

**Making Technology Work**

## **Council Chambers Camera Add (budget)**

QUOTE #007454 V1

**PREPARED FOR**  
City of Wyoming

**PREPARED BY**  
Joe Troyer

January 18, 2021

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**Council Chambers Camera Add (budget)**

**Quote #007454 v1**

Prepared For:  
**City of Wyoming**  
 Pat Firestone  
 2660 Burlingame Ave SW  
 Wyoming, MI 49509  
  
 P:  
 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:  
**Jan 18, 2021**  
 Expires:  
**Dec 2, 2020**  
 ERate SPIN #:  
  
 Special Contract Ref #  
 N/A

**Solution Summary**

The described ceiling mounted camera will provide the City of Wyoming Council Chambers with a ready-to-use video source for Zoom conferencing. The described camera will be ceiling mounted in a TBD location in the Council Chambers. The camera's 12x zoom lens provides a wide horizontal field of view, accommodating Council seating requirements. Camera control and routing will be accommodated via the systems Crestron control panel. The City will provide a 'Zoom' computer, to be located in the system rack to accommodate camera connectivity. Moss technicians will provide all necessary installation, cabling and programming. The system will be tested for proper operation.

Equipment				
Part #	Description	Price	Qty	Ext. Price
PTZ-12x72	QSC PTZ-12x72 Q-SYS PoE Camera for AV-to-USB Bridging 12x Optical Zoom 72° horizontal field of view.	\$2,875.00	1	\$2,875.00
PTZ-WMB1	QSC PTZ-WMB1 Ceiling Mount Bracket for PTZ Camera	\$86.25	1	\$86.25
Subtotal:				<b>\$2,961.25</b>

Quote Summary		Amount
Equipment		\$2,961.25
Installation Materials		\$150.00
Installation and Programming		\$855.00
Subtotal:		<b>\$3,966.25</b>
Shipping:		<b>\$158.65</b>
Total:		<b>\$4,124.90</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

01/18/2021

Date

Pat Firestone

Signature / Name

1/1/0001 12:00:00 AM

Date

Initials

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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

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  - 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

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  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.

**MOSS**

**Making Technology Work**

**USB Bridge**

QUOTE #007887 V1

**PREPARED FOR**  
City of Wyoming

**PREPARED BY**  
Joe Troyer

January 18, 2021

---

**USB Bridge**

**Quote #007887 v1**

Prepared For  
**City of Wyoming**  
 Pat Firestone  
 2660 Burlingame Ave SW  
 Wyoming, MI 49509  
  
 P:  
 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:  
**Jan 18, 2021**  
 Expires  
**Mar 5, 2021**  
 ERate SPIN #:  
  
 Special Contract Ref #:  
 N/A

**Solution Summary**

**Moss technicians will install the described USB Bridge in the Wyoming Council Chambers at the prescribed location. Moss will confirm proper operation.**

Equipment				
Part #	Description	Price	Qty	Ext. Price
I/O USB Bridge	QSC I/O USB Bridge Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	\$1,436.25	1	\$1,436.25
Subtotal:				<b>\$1,436.25</b>

Installation Services				
Part #	Description	Price	Qty	Ext. Price
Subtotal:				<b>\$510.00</b>

Quote Summary		Amount
Equipment		\$1,436.25
Installation Materials		\$150.00
Installation Services		\$510.00
Subtotal:		<b>\$2,096.25</b>
Shipping:		<b>\$83.85</b>
Total:		<b>\$2,180.10</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

01/18/2021

Date

Pat Firestone

Signature / Name

1/1/0001 12:00:00 AM

Date

Initials

## 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 TO ACCEPT A PROPOSAL FROM  
HECO TO REPAIR ONE HIGH SERVICE PUMP MOTOR AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals were requested for the repair of one high service pump motor.
2. It is recommended the City Council accept the proposal received from HECO in the total estimated amount of \$18,313.00.
3. Funds are budgeted in the Water Treatment Plant Repairs & Maintenance account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from HECO to repair one high service pump motor.
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 February 15, 2021.

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

ATTACHMENTS:

Staff Report

Contract

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

## STAFF REPORT

Date: February 8, 2021  
Subject: Repair of one High Service Pump Motor  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: February 15, 2021

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### RECOMMENDATION:

It is recommended the City Council accept the proposal from HECO to repair one high service pump motor in the amount of \$18,313.00

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

There are multiple high service pumps located at the Water Treatment Water Plant that provide clean, fresh potable water to the City of Wyoming and its wholesale customers. One such high service pump operates with a 1,250-horsepower motor that has experienced bearing failure and requires repair. Due to the size of the motor, there are three companies with the specialized knowledge and equipment to make repairs of this nature. Each company was provided the same scope of work to ensure a fair and competitive opportunity. All three companies responded with a proposal and they are as follows:

HECO, Inc.	\$17,129.00
Wylie Electric Motor Service	\$19,950.00
RAPA Electric, Inc.	\$18,152.95



HECO submitted the lowest proposal and therefore was asked to perform a complete inspection of the high service pump motor. HECO concluded the motor had bearing failure, just as water plant staff had suspected. During their inspection, HECO also determined that additional repairs should be completed to keep the pump motor running in optimum condition for years to come. A revised proposal was received for the additional machine work and replacement of the motor heaters for a total of \$18,313.00.

Given that we would ask the other companies to provide these same additional repairs, we feel HECO's proposal would remain the lowest. Therefore, it is recommended the City Council accept the proposal from HECO to repair one high service pump motor in the amount of \$18,313.00

### BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Water Treatment Plant Repairs & Maintenance Account #591-591-55300-930.000.

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: January 25, 2021

"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: HECO, Inc.  
[Name of contracting entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3509 South Burdick St.  
[Contractor's street address]  
Kalamazoo, MI 49424  
[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 services and 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

HECO, Inc.

By: Jack A. Poll, Mayor

By: [Signature]  
[Signature officer, director or principal of Contractor]  
AL Jeske VP OPERATIONS  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: Kelli A. Vandenberg, City Clerk

Date signed: 2-9, 2021

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

Scott G. Smith, City Attorney

## 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.

COMMERCIAL GENERAL LIABILITY
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.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
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.
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 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.

EXHIBIT B

# JOB ESTIMATE



HECO INC  
 3509 SOUTH BURDICK STREET  
 KALAMAZOO, MI 49001-4835  
 UNITED STATES  
 (269)-381-7200

JOB NO 00018588  
 RECEIVED DATE 1/25/2021  
 PAGE 1

S 007490  
 O CITY OF WYOMING  
 L ACCOUNTING DEPT.  
 D P.O. BOX 905  
 WYOMING, MI 49509-0905  
 T  
 O

S 007491  
 H CITY OF WYOMING- W.W.T.P.  
 I 16700 NEW HOLLAND ST.  
 P HOLLAND, MI 49424  
 T  
 O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
		07832

**NAMEPLATE DATA**

HP:1250; SYNC. RPM:1200; VOLTAGE:4160; FRAME:6810P; MFG:U.S.; ENCLOSURE:WPI; AMPS:155; SERIAL/ID#:P0520082147-0001R0001;  
 TYPE/CAT #:HVE4; INS. CLASS:F; CODE:G; SF:1.15; ACT. RPM:1190

**SPECIAL INSTRUCTIONS**

TONY MASLANKA #616-399-7848 / APPROX 9,000 LBS

LABOR CODE / ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
	PICK UP MOTOR				
	DISMANTLE FOR COMPLETE RECONDITION				
	CLEAN AND RECONDITION ROTOR				
	CLEAN AND RECONDITION STATOR				
	CLEAN AND PAINT ALL MAJOR PARTS				
	REMOVE OLD HEATERS, INSTALL, CONNECT & TEST NEW HEATERS				
	LABOR & MATERIALS TO DIP STATOR				
	SLEEVE/SHRINK TUBE & COLOR CODE LEADS				
	CLEAN/GRIND VARNISH OFF STATOR				
	DEGAUSS ODE / TOP ROTOR SHAFT EXTENSION				
	CHECK COUPLING RUNOUTS IN LATHE AND CORRECT AS NEEDED				
	PREP/TURN DOWN CARRIER JOURNAL FIT AND BUILD UP TO SIZE				
	PLATE UP SHAFT O.D. CARRIER FIT				
	TRUE UP COUPLING BORE				
	PLATE DE SHAFT EXTENSION				
	MFG NEW COUPLING KEY				
	PLATE BOTTOM / DE SHAFT JOURNAL				
	TRUE UP BOTTOM / DE INNER SEAL HOUSING				
	DYNAMIC BALANCE ROTOR ASSEMBLY				
	PREP & PAINT FOR ASSEMBLY				
	MFG AND INSTALL NEW GASKETS				
	INSTALL NEW BEARINGS				
	ASSEMBLE ALL PARTS				
	ADJUST ENDFLOAT THRUST TOLERANCE				
	CUT TO SIZE, INSTALL AND CONNECT NEW BEARING RTD PROBES				
	FINAL ELECTRICAL TEST				
	FINAL TEST RUN MOTOR AT FULL RATED VOLTS				
	PERFORM VIBRATION SPECTRUM ANALYSIS				
	PREPARE, MASK, AND PAINT MOTOR				
	FINAL GREEN TAGGING				
	DELIVERY				
	29338EJ BEARING				
	6226C3 BEARING				
	FLEXIBLE HEATERS				
	BEARING PROBES, CONNECTION HEAD AND SPRING HOLDERS				

# JOB ESTIMATE



HECO INC  
 3509 SOUTH BURDICK STREET  
 KALAMAZOO, MI 49001-4835  
 UNITED STATES  
 (269)-381-7200

JOB NO 00018588  
 RECEIVED DATE 1/25/2021  
 PAGE 2

S 007490  
 O CITY OF WYOMING  
 L ACCOUNTING DEPT.  
 D P.O. BOX 905  
 WYOMING, MI 49509-0905  
 T  
 O

S 007491  
 H CITY OF WYOMING- W.W.T.P.  
 I 16700 NEW HOLLAND ST.  
 P HOLLAND, MI 49424  
 T  
 O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
		07832
PAINT, HARDWARE, MISC		
EASA CERTIFIED REPAIR AND EFFICIENCY		
ENVIRONMENTAL WASTE DISPOSAL FEE		
		Total Estimate 18,313.00
		<b>TOTAL 18,313.00</b>

**Repair Estimate**

Valid for 30 calendar days from the above date  
 Estimate does not include Sales Tax if applicable.  
 Estimate does not include Freight if applicable.  
 Quotations and Orders are per our Standard Terms and Conditions;  
 Copy Available Upon Request.  
 Estimated delivery date and lead time is based on shop load at the time of quotation.  
 Actual delivery date and lead time will be determined at time of order entry.

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

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

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

RESOLUTION TO ACCEPT A PROPOSAL FROM SOLOMON DIVING, INC.  
TO PROVIDE UNDERWATER INSPECTION SERVICES AND  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Solomon Diving Inc. has provided the City with a proposal to provide underwater inspection services of Wyoming's 66-inch diameter intake pipe, terminal structures, wet wells, and zebra mussel control chemical line in the total estimated amount of \$19,310.00.
2. Funds for the services are available in the Water Treatment Plant account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Solomon Diving Inc. to provide underwater inspection 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 February 15, 2021.

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

ATTACHMENTS:

Staff Report

Contract

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

## STAFF REPORT

Date: January 26, 2021

Subject: Intake Inspection and Repairs

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: February 15, 2021

---

### **RECOMMENDATION:**

It is recommended the City Council accept the proposal from Solomon Diving in the amount of \$19,310.00 for repair services and underwater inspection of Wyoming's 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line.

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

Regular and proper upkeep of plant infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

### **DISCUSSION:**

Wyoming's Water Treatment Plant is supplied with water from Lake Michigan. An intake pipeline extends almost a mile out into the lake and sits on the lake bottom in approximately 50 feet of water. In order to determine the overall condition of the system, annual inspections are conducted of the intake pipe, two terminal structures, two wet wells, and the zebra mussel control chemical line. Since we currently have no redundant intake pipeline, it is imperative an annual inspection occur to ensure the system continues to function as designed. Additionally, it is prudent to include previously identified deficiencies in the scope of work including the replacement of two damaged pump baskets and the installation of a terminal structure hatch cover.

Therefore, the two regional companies qualified to perform this type of work, Solomon Diving and Underwater Construction, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Because Solomon Diving will be completing intake chemical diffuser repairs awarded by Resolution #26787 on September 21, 2020, they were able to provide reduced pricing for the annual intake inspection. Underwater Construction Company declined to submit a proposal for the underwater inspection and repair services.

Upon review of the proposal from Solomon Diving, it was found to meet the requirements presented in the scope of work. Solomon Diving has shown to perform skillful work in past projects and is providing the inspection of the intake cribs for no additional charge due to the previously awarded intake chemical diffuser repairs. Therefore, it is recommended the City Council accept the proposal from Solomon Diving in the amount of \$19,310.00.

### **BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant account #591-591-55300-930.000.

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: December 23, 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: Solomon Diving, Inc.  
[Name of contracting entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
6450 Stadler Road  
[Contractor's street address]  
Monroe, MI 48162  
[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 services and 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

Solomon Diving, Inc.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: Bret A. Solomon  
[Signature of officer, director or principal of Contractor]  
Bret A. Solomon PRESIDENT  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: JAN 26, 2021

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

## 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.

<p><b>COMMERCIAL GENERAL LIABILITY</b></p> <p>Minimal Limits:            \$1,000,000 Each Occurrence            \$1,000,000 Personal &amp; Advertising Injury            \$2,000,000 General Aggregate            \$2,000,000 Products/Completed Operations</p> <p>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.</p>
--

<p><b>AUTOMOBILE LIABILITY INSURANCE</b></p> <p>Minimal Limits (hired and non-owned automobile coverage):            \$1,000,000 per person      \$1,000,000 per occurrence</p>
<p><b>WORKERS' DISABILITY COMPENSATION</b></p> <p>Minimal Limits: \$500,000 per occurrence            Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p><b>EXCESS/UMBRELLA INSURANCE</b></p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p><b>ADDITIONAL INSURED</b></p> <p>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.</p>

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

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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.

**EXHIBIT B**



City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

December 23, 2020

Page 1 of 2

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and repairs with video documentation to the raw water intake system located in Holland, MI.

Solomon Diving, Inc. will provide a five (5) member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADCI, and Solomon Diving, Inc. standards to perform this project.

Per this proposal, Solomon Diving, Inc. will inspect the raw water intake conduit utilizing an ROV provided by others, will install one (1) pump suction strainer, will R&R another pump suction strainer, will clean and inspect two (2) sluice gate tracks in the wet well, inspect the North and South wet wells in the Low Service Pump Station, and replace two (2) stem guide bolts on both the North and South sluice gates above the water level.

The inspections and repairs will be performed simultaneously with the ROV inspection.

Amount as Proposed including Per Diem	\$ 13,260.00
Mobilization / Demobilization per occurrence	\$ 1,540.00

**NOTE:** As a professional courtesy for no additional charge, Solomon Diving, Inc. will perform the offshore inspections of the North and South intake cribs as well as the lateral between the North and South intake cribs with the ongoing project referenced with P.O. #2021-00000257.

**(Continued on Page 2)**

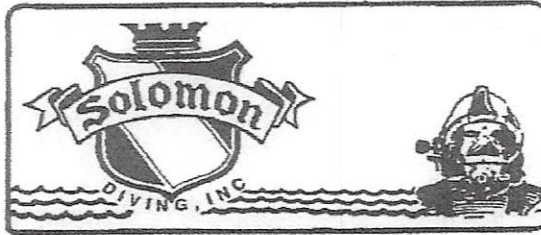
\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**



*Complete Underwater Service/Specialists*

City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

December 23, 2020

Page 2 of 2

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and repairs with video documentation to the raw water intake system located in Holland, MI.

**(Continued from Page 1)**

The reinstallation of the missing hatch cover from the North intake structure may require a day's charge depending on whether the hatch cover can be located, the installation means necessary, and/or fabrication costs incurred for a new cover. Day Rate including Per Diem for this service is proposed at \$ 4,510.00.

Thank You.

Sincerely,

Bret A. Solomon, President  
Solomon Diving, Inc.  
6450 Stadler Road  
Monroe, MI 48162  
734-242-4777  
[www.solomondiving.com](http://www.solomondiving.com)

\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**

## Scope of Services

The City of Wyoming is requesting proposals for the 2021 inspection and assessment of the overall condition of the 66" intake system including the 3" chemical feed line and diffuser system. Additionally, previously identified repair work is included in the scope of work.

### Assessment Scope of Work

1. Inspection of the interior and exterior of both the north and south intake cribs.
2. Inspection of the lateral between the north and south intake cribs.
3. Inspection of the interior of the 4,400 ft of the 66-inch main intake pipeline from the intake cribs to the Low Service Pump Station.
4. Inspection of the north and south wet wells in the Low Service Pump Station.
5. Inspection and condition assessment of all of the chemical feed line and diffuser system.
6. Assessment of Zebra Mussel growth and accumulation throughout the mentioned locations.
7. Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well.
8. Inspection and cleaning of the north and south sluice gates tracks in the wet well.
9. Inspection of the bubbler lines and cleaning of any sand or debris in the surrounding area.
10. Inspection of the exterior of six pumps and six pump baskets
11. A remotely operated vehicle (ROV) may be utilized for the tunnel inspection. All other inspections will be done by a diver with Outland Technologies Underwater Camera system for color video recording.
12. Contractor will provide the City of Wyoming Water Treatment Plant with a comprehensive written report and digital recording of the inspections as submittals upon completion of the project.
13. Final payment will be processed upon completion of the project and any final inspections or reports inclusive of all requirements.
14. Project schedule requires all work to be completed within a two-week period (weather dependent) before June 1, 2021.

### Repair Scope of Work

1. Reinstall one of two access covers on the north intake. The cover is located on the lake floor near the access hatch. If the access cover cannot be located or reinstalled, the diver shall take measurements for the fabrication of a new access hatch. Measurements and design shall be provided to the City of Wyoming.
2. Replace the basket on pump #6. The pump basket was removed in 2020 and has been repaired. The basket will be provided by the City
3. Remove the existing basket on pump #3 and replace it with a new basket. The new basket will be provided by the City of Wyoming.

4. Replace two stem guide bolts on each of the north and south sluice gates. The bolts are located in the wet well above the water level. Four 3/4" stainless steel bolts and associated hardware will be provided by the City of Wyoming

The City of Wyoming Water Treatment Plant will provide the following support to the previously stated services:

1. Operational support and red-tagging of equipment
2. Unrestricted access to the work area.
3. GPS coordinates for the location of the Lake Michigan intake structures.

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

RESOLUTION TO EXTEND SPRING BIDS

WHEREAS:

1. As detailed in the attached staff reports, bids were received for bituminous paving materials, ready mixed concrete, sand and gravel on February 11, 2020 and awarded by the City Council via Resolution #26612 on March 2, 2020.
2. Rieth-Riley Construction has offered to extend their current bid pricing for bituminous paving materials through February 28, 2022.
3. Consumers Concrete Corporation has offered to extend their bid pricing for ready mixed concrete through February 28, 2022.
4. Top Grade Aggregates, LLC has offered to extend their current bid pricing for sand through February 26, 2022.
5. Bultsma Construction Co. has offered to extend their current bid pricing for topsoil through February 28, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby extend the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Bituminous Paving Materials	Rieth-Riley Construction Company, Inc.	\$58.00/ton for 36A Top Mix \$57.00/ton for 13A Base Mix
Ready Mixed Concrete	Consumers Concrete Corporation	\$104.00/cu. yd. for 6.0 \$128.00/cu. yd. for 9.0
Sand	Top Grade Aggregates, LLC	\$6.90/ton
Topsoil	Bultsma Construction Co.	\$7.85/ton

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 February 15, 2021.

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

ATTACHMENTS:

Staff Reports (4)

Letters (4)

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

## STAFF REPORT

DATE: January 28, 2021  
SUBJECT: Bid Extension – Bituminous Paving Materials  
FROM: Jodie Theis, Public Services Supervisor  
Date of Meeting: February 15, 2021

---

### RECOMMENDATION:

It is recommended that the City Council extend the bid for bituminous paving materials to Rieth-Riley Construction Company, Inc., at \$58.00 per ton for 36A top mix asphalt and \$57.00 per ton for 13A base mix asphalt.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the City. The use of asphalt, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

### DISCUSSION:

On Tuesday, February 11, 2020, the City received three bids for bituminous paving materials. Forty-three invitations to bid were sent to prospective bidders. Rieth-Riley Construction Company, Inc. was the low bidder. On March 2, 2020 the City Council awarded the bid for bituminous paving materials to Rieth-Riley Construction Company, as referenced with Resolution Number 26612. Rieth-Riley Construction has agreed to extend their bid pricing until February 28, 2022. The unit pricing shall remain unchanged from the previous bid pricing.

Bidder	36A Bituminous Top Mix			13A Bituminous Base Mix		
	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)
Michigan Paving & Materials Co.	1,400	\$ 61.50	\$ 86,100.00	1,000	\$ 60.00	\$ 60,000.00
Rieth-Riley Construction Co.	1,400	\$ 58.00	\$ 81,200.00	1,000	\$ 57.00	\$ 57,000.00
Superior Asphalt, Inc.	1,400	\$ 66.00	\$ 92,400.00	1,000	\$ 64.00	\$ 64,000.00

The Public Works Department uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The unit price of 36A top mix is \$58.00 per ton, for an estimated yearly total cost of \$81,200.00.

### BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### ATTACHMENT:

Contract Extension Email, Rieth-Riley Construction Company, January 12, 2021

## Theis, Jodie

---

**From:** Kirk Breukink <KBREUKINK@rieth-riley.com >  
**Sent:** Tuesday, January 12, 2021 1:19 PM  
**To:** Theis, Jodie  
**Subject:** RE: Bituminous Paving Materials Bid  
**Attachments:** Kirk T Breukink.vcf

Rieth-Riley will agree to extend the prices for bituminous paving materials through Feb. 28, 2022

-thank you,



---

**From:** Theis, Jodie <Theisj@wyomingmi.gov>  
**Sent:** Tuesday, January 12, 2021 1:01 PM  
**To:** Kirk Breukink <KBREUKINK@rieth-riley.com>  
**Subject:** Bituminous Paving Materials Bid

**CAUTION: This email originated from outside Rieth-Riley Construction.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

- Hejlski

Good afternoon, Kirk.

It is time to re-bid for the bituminous paving materials. We are wondering if you would be interested in extending your bid pricing for one more year. If you are able to extend, can you please send a letter (or responding to this email is fine) that you are willing to extend your current bid prices through February 28, 2022?

Thank you,

Jodie Theis  
Public Services Supervisor  
City of Wyoming  
(616) 530-7260  
theisj@wyomingmi.gov

## STAFF REPORT

DATE: January 28, 2021

SUBJECT: Bid Extension – Ready Mixed Concrete

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 15, 2021

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### RECOMMENDATION:

It is recommended that the City Council extend the bid for ready mixed concrete to Consumers Concrete Corporation at \$104.00 per cubic yard for 6.0 sack MDOT P1 concrete and \$128.00 per cubic yard for 9.0 sack concrete with natural limestone.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. The use of concrete, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

### DISCUSSION:

On Tuesday, February 11, 2020, the City received one bid for ready mixed concrete. Thirty-five invitations to bid were sent to prospective bidders. Consumers Concrete Corporation was the sole bidder. On March 2, 2020 the City Council awarded the bid for ready mixed concrete to Consumers Concrete, as referenced with Resolution Number 26612. Consumers Concrete has agreed to extend their bid pricing until February 28, 2022. The unit pricing shall remain unchanged from the previous bid pricing.

Bid Item	Consumers Concrete	
6.0 Sack A/E Concrete	\$104.00	
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	\$107.00	
9.0 Sack HI-Early Concrete w/Natural Stone	\$128.00	
1% Calcium Chloride	\$2.25	Per Cu. Yd.
Deliveries under 5 1/4 Cubic Yards	\$80.00	Per Delivery
Unloading time in excess of one hour	\$120.00	Per hour, or fraction thereof
Truck batched after 5:00 p.m.	\$0.00	Per Truck
Fuel or Delivery Surcharge	\$10.00	Per Load
Concrete Retarder	\$3.00	Per Cu. Yd. of Concrete

The Public Works Department is anticipating a yearly total of \$30,000.00 for ready mixed concrete.

**BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

**ATTACHMENT:**

Contract Extension Email, Consumers Concrete Corporation, January 12, 2021

## Theis, Jodie

---

**From:** Tom Schreur <tgschreur@consumersconcrete.com>  
**Sent:** Tuesday, January 12, 2021 1:58 PM  
**To:** Theis, Jodie  
**Subject:** Re: Ready Mix Concrete Bid

Jodie,  
Yes Consumers will extend the pricing through Feb. 28 2022!  
Thank you for the Opportunity

Sent from my iPhone

On Jan 12, 2021, at 1:27 PM, Theis, Jodie <TheisJ@wyomingmi.gov> wrote:

Good afternoon, Tom.

It is time to re-bid for the ready mix concrete. We are wondering if you would be interested in extending your bid pricing for one more year. If you are willing to extend, can you please send a letter (or responding to this email is fine) that you are willing to extend your current bid prices through February 28, 2022?

Thank you,

Jodie Theis  
Public Services Supervisor  
City of Wyoming  
(616) 530-7260  
theisj@wyomingmi.gov

## STAFF REPORT

DATE: January 28, 2021  
SUBJECT: Bid Extension – Sand  
FROM: Jodie Theis, Public Services Supervisor  
Date of Meeting: February 15, 2021

---

### RECOMMENDATION:

It is recommended that the City Council extend the bid for sand to Top Grade Aggregates, LLC, at a unit price of \$6.90 per Ton of Class II, Bank-run Sand.

### COMMUNITY, SAFETY, STEWARDSHIP:

Sand is used as backfill material when completing utility infrastructure repairs throughout the City. The sand specified ensures proper water drainage and to is screened to meet state construction standards.

### DISCUSSION:

On Tuesday, February 11, 2020, the City received four bids for sand. Sixty-six invitations to bid were sent to prospective bidders. Top Grade Aggregates, LLC was the low bidder. On March 2, 2020 the City Council awarded the bid for sand to Top Grade Aggregates, LLC, as referenced with Resolution Number 26612. Top Grade has agreed to extend their bid pricing until February 26, 2022. The unit pricing shall remain unchanged from the previous bid pricing.

Bidder	Sand (per Ton)
Top Grade Aggregates, LLC	\$ 6.90
Stoneco of Michigan	\$ 7.05
Yellow Rose Transport	\$ 7.95
Lucas Concrete Construction	\$ 22.45

The Public Works Department uses approximately 3,500 tons of sand each year. The unit cost of the sand will be \$6.90 per Ton, for an estimated yearly total cost of \$24,150. The material is delivered to the Public Works Department, where a stockpile of sand is maintained.

### BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### ATTACHMENT:

Contract Extension Letter, Top Grade Aggregates, January 18, 2021



1/18/2021

City of Wyoming  
Public Service Building  
2660 Burlingame Ave SW  
Wyoming MI 49509

To whom it should concern.

This document shall serve as written confirmation of quote extension for "Bankrun Sand, Class II M.D.O.T."

Effective January 18, 2021, Top Grade Aggregates LLC, and Top Grade Transport LLC agreed to hold delivered price for Bankrun Sand, Class II Mdot, at \$6.90 per Ton, as quoted 2/10/2020.

This price extension shall stay in effect until February 26, 2022.

(attachment)

Bid / Proposal Form, as submitted 2/10/2020.

(signature for proponent)

Randall L. Patterson

Date signed: January 18, 2021

## STAFF REPORT

DATE: January 28, 2021  
SUBJECT: Bid Extension – Topsoil  
FROM: Jodie Theis, Public Services Supervisor  
Date of Meeting: February 15, 2021

---

### RECOMMENDATION:

It is recommended that the City Council extend the bid for topsoil to Bultsma Construction Co., at a unit price of \$7.85 per ton of screened topsoil.

### COMMUNITY, SAFETY, STEWARDSHIP:

Topsoil is used throughout the City by the Public Works Department to restore surface damage caused by maintenance practices such as utility repairs, sidewalk repairs or tree removals. Topsoil purchased and used by the City is made from composted materials.

### DISCUSSION:

On Tuesday, February 11, 2020, the City received two bids for topsoil. Sixty-eight invitations to bid were sent to prospective bidders. Bultsma Construction Co. was the low bidder. On March 2, 2020 the City Council awarded the bid for topsoil to Bultsma Construction Co., as referenced with Resolution Number 26612. Bultsma Construction has agreed to extend their bid pricing until February 28, 2022. The unit pricing shall remain unchanged from the previous bid pricing.

Bidder	Screened Topsoil (per Ton)
Bultsma Construction Co.	\$ 7.85
Oetman Excavating LLC	\$ 7.95

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$7.85 per ton, for an estimated yearly total cost of approximately \$9,420. The material is delivered to the Public Works Department, where a stockpile of sand is maintained.

### BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### ATTACHMENT:

Contract Extension Email, Bultsma Construction , January 12, 2021

## Theis, Jodie

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**From:** Carole Bultsma <carolebultsmabuilds@gmail.com>  
**Sent:** Tuesday, January 12, 2021 1:18 PM  
**To:** Theis, Jodie  
**Subject:** Re: FW: Topsoil Bid

Bultsma Construction is willing to extend its top soil price of 7.85 a ton for the up coming year of jan, 2021 - Feb 28, 2022

On Tue, Jan 12, 2021 at 1:15 PM Theis, Jodie <[TheisJ@wyomingmi.gov](mailto:TheisJ@wyomingmi.gov)> wrote:

Good afternoon.

It is time to re-bid for the topsoil. We are wondering if you would be interested in extending your bid pricing for one more year. If you are able to extend, can you please send a letter (or responding to this email is fine) that you are willing to extend your current bid prices through February 28, 2022?

Thank you,

Jodie Theis  
Public Services Supervisor  
City of Wyoming  
(616) 530-7260  
[theisj@wyomingmi.gov](mailto:theisj@wyomingmi.gov)

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
Fertilizer	SiteOne Landscape Supply	Bid prices as shown on the attached tabulation sheet.
Hardwood (Brown) Shredded Bark and ADA Approved Playground Wood Chips	Brinkwood Products, Inc. and Superior Ground Cover, Inc.	Bid prices as shown on the attached tabulation sheet.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 15, 2021.

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

ATTACHMENTS:

Staff Reports

Tabulation Sheets

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

## STAFF REPORT

Date: February 9, 2021  
Subject: Fertilizer  
From: Tim Montgomery, Parks Maintenance Foreman  
Cc: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: February 15, 2021

---

### RECOMMENDATION:

It is recommended City Council authorize the purchase of fertilizer from SiteOne Landscape Supply at the bid prices shown on the tabulation sheet. It is estimated the annual expenditure for fertilizer will total approximately \$10,000.00.

**COMMUNITY** – The city uses fertilizer to maintain its parks and municipal building properties. It's important that the city set the standard for healthy weed free laws that add beauty to our landscapes. By having healthy stands of turf, we help to create safe and attractive community public spaces.

**SAFETY** – Healthy turf reduces water run-off and erosion into our sewer systems. Healthy turf in athletic fields creates safer playing surfaces for recreation programs, reducing or preventing participant injury.

**STEWARDSHIP** - Well maintained properties have a positive direct impact on property values. Parks and recreation services work to ensure families want to live, work and play in our community – a backbone to economic development. Healthy fertilized turf will serve all City of Wyoming user groups and citizens.

### DISCUSSION:

On February 2, 2021, two bids were received to provide fertilizer for the city's parks and facilities. Eighty-one (81) invitations to bid were sent to prospective bidders.

The bids received are as shown on the attached tabulation sheet and it is recommended the bid be awarded to SiteOne Landscape Supply based on the type of fertilizer, and an analysis of expected quantities to be used per square foot per bag per application, and timely availability.

### BUDGET IMPACT:

It is estimated the annual expenditure for fertilizer will total approximately \$10,000.00. Sufficient funds are available in Facilities and Parks accounts:

Operations Budget	Account Numbers
Parks Facilities	208-752-75600-930.000
Parks Facilities	208-752-75600-775.000
Facilities (Fire)	101-337-33800-775.000
Facilities (Police)	101-305-30610-740.000
Facilities (Court)	101-136-13610-740.000
Facilities (City Hall)	101-267-26700-740.000
Library	401-267-26700-740.000

TABULATION OF BIDS  
FOR FERTILIZER

OPENED BY THE CITY CLERK ON FEBRUARY 2, 2021 AT 11:00 A.M. O'CLOCK

Product Description	Weight (per bag)	Coverage (sq. ft.)	Bid Price (per bag)	Manufacturer and Description of Fertilizer Bid	Number of days for deliveries from date of receipt of orders	Minimum Truckload Required for Deliveries
<b>SiteOne Landscape Supply</b>						
30-0-6 50% PCU Regular Fertilizer	50 Lbs.	15,000	\$15.76	Knox Shaws 30-0-6 50%	3	40
18-0-4 Lockup Extra2 30% Polyplus Weed & Feed	50 Lbs.	14,000	\$19.80	Lesco Lockup Extra 2 18-0-4 30%		
18-0-4 Dimension 0.10% 25% U-Plus Pre-Emergent	50 Lbs.	12,000	\$15.83	Lesco 18-0-4 25% U Plus 0.10% Dimension		
<b>Wilbur-Ellis Company</b>						
30-0-6 50% PCU Regular Fertilizer	50 Lbs.	16,700	\$18.00	Andersons 30-0-6 50%	7	20
*15-0-5 25% XRT W/1580 Viper Weed & Feed	50 Lbs.	10,000	\$19.25	Andersons 16-0-8 Escalade 25% NS=54		
*20-0-4 35% slow Release Nitrogen XRT Pre-Emergent	50 Lbs.	12,500	\$19.50	Barricade 28 20-0-4 Crab Grass Control		

\*Wilbur-Ellis Company has offered substitutions for the requested weed & feed as well as the requested pre-emergent fertilizers.

## STAFF REPORT

Date: February 2, 2021

Subject: Shredded Bark and Wood Chips

From: Tim Montgomery, Parks Maintenance Foreman  
Dan Kleinheksel, Utility Maintenance Manager  
Troy Rinks, Facilities Maintenance Foreman

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 15, 2021

---

### RECOMMENDATION:

It is recommended City Council award the bid for hardwood (brown) shredded bark and ADA approved playground wood chips to Brinkwood Products, Inc and Superior Ground Cover Inc. at the bid prices as shown on the attached tabulation sheet.

### COMMUNITY, SAFETY, STEWARDSHIP:

**Community** – The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the parks and other city facilities. We also used engineered wood fiber, also known more commonly as ADA compliant playground chips, for safety surfacing for playgrounds as required. By placing shredded bark in our landscaping and ADA compliant chips in our playgrounds we work to create safe and attractive community public spaces.

**Safety** – ADA compliant playground chips (engineered wood fiber) will be used in park playground areas to comply with safety and accessibility standards – working to ensure all children, regardless of ability or disability, have the opportunity to benefit from recreation resources.

**Stewardship** – Vibrant communities are built upon attractive and safe public spaces. Well maintained properties have a positive direct impact on property values. Parks and recreation services work to ensure families want to live, work, and play in our community – a backbone to economic development.

### DISCUSSION:

On February 2, 2021 three (3) bids were received to provide shredded bark and ADA playground chips for City facilities and parks. Seventy-three (73) invitations to bid were sent to prospective bidders.

Shredded bark is utilized at various facilities for landscaping, weed suppression and moisture retention around trees. The ADA compliant playground chips will be used in playground areas to comply with the Americans with Disabilities Act and National Playground Safety Standards.

It is recommended that the bid for hardwood (brown) shredded bark and ADA approved playground wood chips be awarded to both Brinkwood Products, Inc. and Superior Ground Cover, Inc. based on bid price per cubic yard, price to blow bark into location and delivery charges.

**BUDGET IMPACT:**

It is estimated the annual expenditure for shredded bark and ADA approved playground woodchips will total approximately \$20,000.00. Sufficient funds are available in the Facilities, Library, Parks, Water Treatment and Clean Water Plant accounts:

Operations Budget	Account Numbers
Park Facilities	208-752-75600-930.000
Park Facilities	208-752-75600-775.000
Clean Water	590-590-54300-930.000
Water Treatment Plant	591-591-55300-930.000
Facilities (Fire)	101-337-33800-775.000
Facilities (Police)	101-305-30610-740.000
Facilities (Court)	101-136-13610-740.000
Facilities (City Hall)	101-267-26700-740.000
Library	401-267-26700-740.000

TABULATION OF BIDS  
 FOR SHREDDED BARK AND WOOD CHIPS  
 OPENED BY THE CITY CLERK ON FEBRUARY 02, 2021 AT 11:00 A.M.  
 O'CLOCK

Bark Description	Bidder	Bid Price (cu. yd.)	Bid price to blow bark into location (cu. yd.)	Minimum Cu. Yds. Truckload per delivery (no delivery charges)	Delivery Charge (for deliveries under the minimum truckload)	Number of days for deliveries
<b>Delivered to any City building, facility, property and job site in the City of Wyoming</b>						
Hardwood (Brown) Shredded Bark	Brinkwood Products, Inc.	\$14.95	\$42.50	30	\$49.00	4
	Michigan Wood Fibers	\$16.95		5	\$75.00	1
	Superior Ground Cover, Inc.	\$15.00	\$41.00	30	\$45.00	4
ADA Approved Playground Wood Chips	Brinkwood Products, Inc.	\$13.00	\$21.00	30	\$49.00	4
	Michigan Wood Fibers	\$17.50		5	\$75.00	1
	Superior Ground Cover, Inc.	\$13.00	\$20.75			4
<b>Delivered the City of Wyoming Drinking Water Plant</b>						
Hardwood (Brown) Shredded Bark	Brinkwood Products, Inc.	\$14.95	\$42.50	30	\$60.00	4
	Michigan Wood Fibers	\$16.95		5	\$75.00	1
	Superior Ground Cover, Inc.	\$15.00	\$41.00	30	\$45.00	4
ADA Approved Playground Wood Chips	Brinkwood Products, Inc.	\$13.00	\$21.00	30	\$60.00	4
	Michigan Wood Fibers	\$17.50		5	\$75.00	1
	Superior Ground Cover, Inc.	\$13.00	\$20.75			4



2020

# IMPACT REPORT



# Parks & Recreation

Creating community through people, parks, and programs.

The Parks and Recreation office is a key service area of the Community Services Department and is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of Wyoming.



# CONTINUING FORWARD

## exemplifying community, safety, and stewardship

As we embrace the “new normal” that the COVID-19 pandemic has presented us with, please join me in reflecting how our successes of the past year have made the City of Wyoming a thriving community and how resident access to recreation resources have never been more sought after or needed for public health and welfare.

Each day our team strives to create and steward spaces and programs which you’ll be proud of. When you visit one of our 21 parks and senior center, located throughout 700 acres of parkland, and participate in one of over 300 programs, we commit to you an engaged, safe, high-quality experience.

From building our neighborhood and regional parks and trail system, to honoring our veterans in annual celebrations, developing youth leadership and social skills through league sports, and increasing academic achievement through after-school programs, our parks and recreation services team excels in bringing to the community diverse programming each year.

As we reflect on this past year, please join me in celebrating our City Council, Parks and Recreation Commission, volunteers, and staff as we have applied critical thinking, performed ongoing assessments, and worked to ensure the programs offered reflect the desires of the community. Through action, we demonstrate the ideals and commitment to the City’s vision of **Community, Safety, and Stewardship**. Creating opportunities for all our residents to thrive in Wyoming, Michigan is at the core of what we do.

Thank you, Wyoming residents, for your support. May this report affirm for you that your trust is well placed.

A handwritten signature in black ink that reads "Rebecca J. Rynbrandt". The signature is written in a cursive style.

**Rebecca Rynbrandt,**  
**Director of Community Services**



## Parks & Recreation Commission

Douglas Wustman, Chair  
Douglas Broek  
Lillian L. Cummings-Pulliams  
Rick Hamilton  
Nancy Hockstra  
Shontea Jenkins  
Dan Larabel  
Steven Meyer  
Nathan Peltz  
David Skinner  
Aaron Velthouse



## Wyoming City Council

Jack Poll, Mayor  
Sam Bolt, Mayor Pro-tem  
Dan Burrill  
Sheldon Dekryger  
Robert Postema  
Marissa Postler  
Kent Vanderwood

City Manager  
Curtis Holt

# CELEBRATING COMMUNITY SERVICE

WYOMING  
IMPACT REPORT  
2020





## Park System Special Events



541.50

HOURS RESERVED



28

APPLICATIONS RECEIVED



9

SPECIAL EVENTS HELD

# SPECIAL EVENTS

## NOTABLE SPECIAL EVENT ATTENDEES

ST. JOSEPH THE WORKER FESTIVAL



COMMUNITY ENRICHMENT COMMISSION  
CONCERT IN THE PARKS SERIES



SOUTH GODWIN NEIGHBORHOOD ASSOC.  
NATIONAL NIGHT OUT



ORIOLE PARK NEIGHBORHOOD WATCH  
NATIONAL NIGHT OUT



 = 500  
PEOPLE



# DEVELOPING CHARACTER

“The instructors were wonderful, and really took the time to teach the kids”

-parent of youth gymnastics participant



# RECREATION SERVICES

providing quality and affordable programs

YOUTH PARTICIPANTS	1,254 2018	1,390 2019	*928 2020
FAMILY PARTICIPANTS	*542 2018	4,132 2019	*6,502 2020
ADULT PARTICIPANTS	6,026 2018	4,170 2019	*2,300 2020
<b>total participants</b>	<b>7,822</b> 2018	<b>9,692</b> 2019	<b>9,730</b> 2020

\*2018 FAMILY PARTICIPATION REFLECTS THE CANCELLATION OF PUMPKIN PATH

\*2020 PARTICIPATION NUMBERS REFLECT THE IMPACT OF COVID-19



# PROMOTING ACTIVE LIFESTYLES



*“Without the Walk Club, I would have continued to stay home during the summer of COVID-19. Thank you for providing an opportunity to safely socialize and get exercise.”*

*-WSC participant*

**75**  
**MILES AVERAGED**  
**PER PERSON**

**WSC WALK CLUB**



**1,500 +**  
**MILES WALKED**

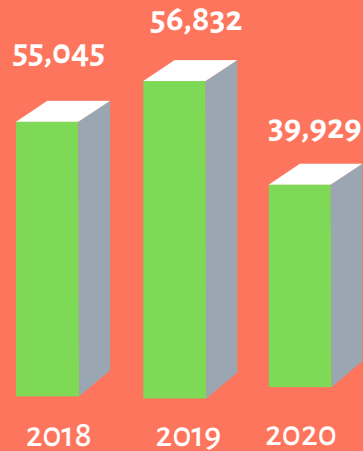
**WSC WALK CLUB**



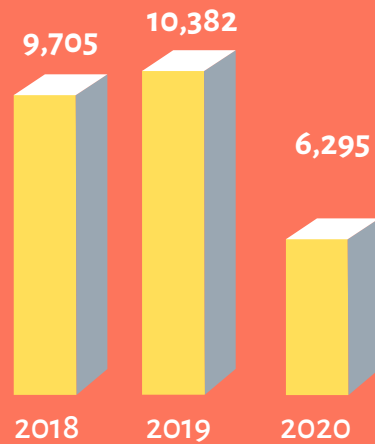
# WYOMING SENIOR CENTER

sustaining & engaging active adults aged 50+

## ATTENDANCE



## VOLUNTEER HOURS



**87**  
**PROGRAMS**  
**OFFERED**



WYOMING SENIOR FELLOWSHIP CLUB,  
INC. INVESTED \$106,747.21 IN WSC  
PROGRAMMING, SCHOLARSHIP, AND  
SUPPLIES

316 OLDER ADULTS BENEFITED BY OUR AARP  
FOUNDATION TAX PREPARATION,  
RETURNING OVER \$200,000 TO THE AREA IN  
TAX REFUNDS

**CELEBRATING**

**COMMUNITY**

**PRIDE**

**WYOMING**

**IMPACT REPORT**

**2020**



# ATHLETIC EVENTS

community collaboration and celebration of sport

- GODWIN HEIGHTS PUBLIC SCHOOLS - SOCCER, TRACK AND FIELD, BASEBALL
- GODFREY-LEE PUBLIC SCHOOLS - BASEBALL, FOOTBALL, CROSS-COUNTRY
- WYOMING PUBLIC SCHOOLS - BASEBALL, TENNIS, SOCCER
- POTTERS HOUSE CHRISTIAN SCHOOLS - SOCCER, BASEBALL
- TRI-UNITY CHRISTIAN SCHOOLS - SOCCER, BASEBALL, SOFTBALL, FOOTBALL

## PARK HOURS RESERVED FOR ATHLETIC EVENTS



2018



4,701

2019



3,074

2020



7,095

# CREATING

# A SENSE OF PLACE

*“It’s so good to have the WSC open again. This place means so much to so many people. The people here truly are my second family.”*

*-WSC participant*



# PARK SERVICES

maintaining, beautifying & investing in the park system

## MAINTENANCE STAFFING HOURS DEDICATED

FACILITIES (SHELTER, LODGE ETC.)	11,784 2018	11,201 2019	5,070 2020
LANDSCAPE	12,139 2018	11,592 2019	9,817 2020
EQUIPMENT	1,195 2018	1,414 2019	1,205 2020
ATHLETIC FACILITIES	2,722 2018	2,747 2019	1,469 2020

## NOTABLE CAPITAL IMPROVEMENTS

IDEAL PARK DEVELOPMENT NATURAL RESOURCES TRUST FUND PROJECT

**\$1,621,474.73**

BUCK CREEK RESTROOM REPLACEMENT

**\$136,488**

MARQUETTE PARK COURT AND PLAYGROUND IMPROVEMENTS

**\$31,665**

TREE PLANTING

**\$7,580**



# LEARNING

# & GROWING TOGETHER

*“My kids are better because of the leaders and teachers that are a part of Summer TEAM 21. Thank you for providing this much-needed resource.”*

*-TEAM 21 Parent*



# T.E.A.M. 21

offering year-round after school programming



**12**  
SCHOOLS SERVED

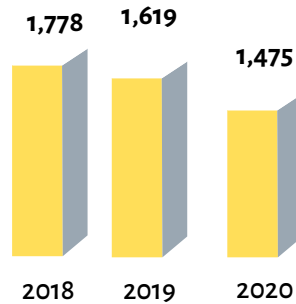


**\$21.5 million**  
IN TOTAL FUNDING AWARDED  
SINCE ITS INCEPTION IN 2004



**1,573**  
VOLUNTEER HOURS SERVED

UNIQUE PARTICIPANTS SERVED



## SCHOOL SITES

GLADIOLA ELEMENTARY  
ORIOLE PARK ELEMENTARY  
PARKVIEW ELEMENTARY  
WEST ELEMENTARY  
WYOMING INTERMEDIATE  
WYOMING JUNIOR HIGH

WEST GODWIN ELEMENTARY  
NORTH GODWIN ELEMENTARY  
GODWIN HEIGHTS MIDDLE

GODFREY-LEE ECC  
GODFREY ELEMENTARY  
LEE MIDDLE



“I feel this is a great program for helping with homework and socialization. My kids enjoy their teachers.”

-Parent

“I want to thank you for having this program even while COVID is going on. I think it was wonderful and amazingly beneficial.”

-Parent



# CREATING

# FRIENDSHIPS



WYOMING

IMPACT REPORT

2020

# FINANCIAL OVERVIEW

## REVENUE

Millage \$3,206,439.85

Grants \$1,373,680.44

Park Fees \$41,407.50

Rec/WSC Fees \$146,476.13

Other \$230,712.75

**TOTAL \$4,998,716.67**

## EXPENSES

Admin & Registration Services \$709,126.20

Park Facilities \$3,188,475.56

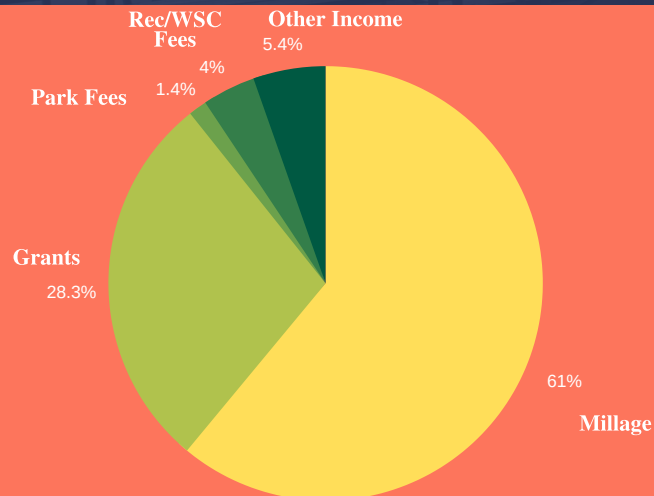
Recreation Services \$498,479.55

Wyoming Senior Center \$370,246.68

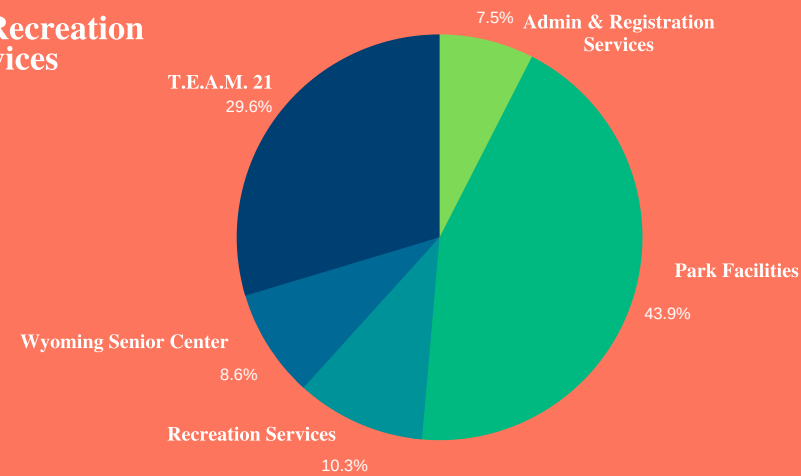
T.E.A.M. 21 \$1,152,534.75

**TOTAL \$5,918,862.74**  
**NET (\$920,146.07)**

Parks & Recreation Income



Parks & Recreation Services



# Thank You To All Of Our Contributing Partners & Sponsors

AARP Foundation  
AARP Michigan  
After School Alliance  
American House  
Area Agency on Aging Western Michigan  
Bank of America  
Basic Payroll LLC  
Bloom Credit Union  
Bridge St. Market  
Buist Electric  
Car City  
Center for Vein Restoration  
Daily Deals Food Outlet  
District 7 Umpires Association  
Family Outreach Center  
Fifth Third Bank  
Gazelle Sports  
Godfrey Lee Public Schools  
Godwin Heights Public Schools  
Godwin Plumbing & Hardware  
GR Running Tours  
Grand Rapids First  
Grand Rapids Parks and Recreation  
Grand Valley State University  
Grapids Heating & Cooling

Harbor Churches  
Health Bridge Post-Acute Rehabilitation  
Home Repair Services of Kent County  
H.O.P.E. Gardens  
Humane Society of West Michigan  
ITC Holdings Corp.  
J&H Family Stores  
Kellogg's  
Kent County Medical Society  
Kent District Library  
Kent Intermediate School District  
Kids Food Basket  
Life Therapeutic Solutions, Inc  
Lake Michigan Credit Union  
Maple Hills Golf Course  
Meijer  
MeridianCare  
Merl's Towing Service  
Michigan Health Council  
Michigan Power Futbol Academy  
Michigan Power Futbol Academy  
Mitus John D  
National Hertiage Academy  
Novo Chiropractic Sports & Wellness  
Center  
Park Center Lanes  
Project Advantage Soccer Clinic

Railside Assisted Living Center  
Rivertown Family Chiropractic  
Ron Courser & Associates  
Samaritas Senior Living  
Shannon Orthodontics  
SKLD  
Spectrum Health  
Tarry Hall Roller Rink  
The First Tee of West Michigan  
The Pines Golf Course  
The Salvation Army Kroc Center  
Victory Farms  
Weller Self Serve Auto Parts  
West Michigan Basketball  
West Michigan Fencing Academy  
West Michigan Junior Football League  
West Michigan Tennis Association  
Wyoming Department of Public Safety  
Wyoming Public Schools  
Wyoming Public Schools  
YMCA David D Hunting  
YMCA Spartan  
YMCA Visser





**Wyoming Parks & Recreation**

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