

NOTICE OF COVID-19 PROCEDURES FOR WYOMING CITY COUNCIL MEETING

The current Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order restricts gatherings to reduce viral spread during the COVID-19 pandemic. Due to this order and Open Meetings Act requirements, the City Council provides for remote participation by those not comfortable attending meetings in-person and modified seating accommodations for persons attending in-person.

ATTENDING REMOTELY

Watch Council Live Online

The meeting will be broadcast live on WKTU (Comcast Cable Channel 26) or online at wktv.org/live26.html and streamed live on WKTU Community Media's Facebook page at facebook.com/WKTU.org.

Provide Public Comment Remotely

Those wishing to comment on agenda items or to raise other issues to the City Council are encouraged to send written comments by e-mail, leave voice messages by phone, or call-in live during the meeting. The opportunity for public comment on agenda items is near the meeting's beginning, while the opportunity to address matters not on the agenda is near the meeting's end. If there is a public hearing scheduled for a meeting, it will also be near the meeting's beginning. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email to: CityCouncilComments@wyomingmi.gov.

Voicemail Comments – Call 616.228.6179 to leave up to a 3-minute voice message before the meeting. This number will transition to a live public comment number 30 minutes before the meeting begins. This allows time for staff to forward comments to council for review.

Live Phone Call Comments – The live call line will open 30 minutes before the scheduled meeting begins. Call 616.228.6179, listen carefully to the prompts, and follow them to be placed in line for the public comment period you would like. The public comment rules for speaking are the same for any City Council meeting.

1. When you connect to the meeting, turn down the volume on the TV or computer you are using to watch the council meeting.
2. State your name and address. You will have 3 minutes to speak.
3. You may speak once on each issue.
4. All comments are limited to 3 minutes.
5. Public comment is not an opportunity for dialogue or debate, please do not expect comment from the Council.
6. If you want to speak during another public comment period, call back and follow the appropriate prompts.

Email City Council Members Directly –City Council members may be directly contacted using contact information at wyomingmi.gov/CityCouncil.

ATTENDING IN-PERSON

Building Entry

To reduce viral spread, visitors to City Hall are required to follow safety protocols. Those who are ill or have COVID symptoms should stay home and participate remotely.

1. Wear a face covering.
2. Enter through the front entrance off 28th Street SW.
3. Sanitize hands using the hand sanitizer provided.
4. Complete a health questionnaire.
5. Follow meeting requirements and procedures, including seating instructions.

Meeting Room Requirements and Procedures

Council Chambers

Under the MDHHS order, occupancy is limited to 25 persons. The 7 City Council members will be seated at the dais with the city clerk, city manager, and other city officials and staff also present during the meeting. This leaves room for 15-17 guests or commenters at any time. All individuals must maintain 6-foot distancing. Masks must be worn to and from seats. Masks may be removed only when speaking.

West Conference Room

This room is reserved for up to 10 city staff members who will individually enter the council chambers to provide information as needed. 6-foot distancing and, except when speaking, masks are required.

Rotunda

Up to 10 meeting individuals may be seated in the city hall rotunda. Masks and 6-foot distancing are required. A television will display the broadcasted meeting and council chamber doors will remain open. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers to comment at the podium. All guests are asked to provide their name and address. Masks may be removed if necessary, for understanding when speaking. There is a 3-minute limit.

Outside front entry of City Hall

Additional individuals will be asked to watch the meeting on their smart devices outside of city hall. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers one at a time to comment at the podium. Masks and 6-foot distancing are required inside city hall. Masks may be removed if necessary, for understanding when speaking. All commenters are asked to provide their name and address. There is a 3-minute limit.

SPECIAL ACCOMMODATIONS

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

ACOMODACIONES ESPECIALES

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 3, 2021, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Al Kerkstra, Resurrection Life Church

If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the April 19, 2021 Regular Meeting and Closed Session

7) Approval of Agenda

8) Public Hearings

If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

7:01 p.m. Proposed City of Wyoming Budget for 2021-2022

7:02 p.m. To Consider Approval of a Transfer Application for an Industrial Facilities Exemption Certificate in the City of Wyoming from Zeeland Lumber Real Estate Holding 4, LLC to ZLS-US LBM, LLC

9) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

14) 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 Sympathy to the Family of Nancy Hockstra
- b) Of Sympathy to the Family of Ronald Palmer
- c) Of Appreciation to Douglas Kochneff for His Service as a Member of the Downtown Development Authority for the City of Wyoming
- d) Of Appreciation to Emil Hannesson for His Service as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- e) To Set a Public Hearing for the Transfer of an Industrial Facilities Exemption Certificate from Agropur, Inc. to Schreiber Foods, Inc. (May 17, 2021 at 7:01 p.m.)

15) Resolutions

- f) To Approve the Transfer of 1998 PA 328 Personal Property Tax Exemption to Schreiber Foods, Inc.
- g) To Approve the Transfer of an Industrial Facilities Exemption Certificate from Zeeland Lumber Real Estate Holding 4, LLC to ZLS-US LBM, LLC
- h) To Approve and Authorize the Mayor and City Clerk to Sign the 1st Amendment to Utilities Cost Sharing Agreements for the Reserve at Rivertown
- i) To Grant Preliminary Plat Tentative Approval for Rivertown Valley Plat VI
- j) To Approve and Authorize the Signing of an Election Coordinating Report/Agreement with Kent County and Public School Districts in Wyoming

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

- k) To Accept a Proposal from Progressive AE to Update the City of Wyoming Thoroughfare Plan and Authorize the Mayor and City Clerk to Execute the Contract
- l) To Award the Bid for the 2021 Watermain Replacement Project (Buchanan Avenue from 44th Street to 40th Street) and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 63)
- m) To Authorize M & M Pavement Marking to Perform the Annual Pavement Markings for 2021
- n) To Award the Bid for Municipal Parking Lot Resurfacing and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 62)
- o) To Accept a Proposal from Plummer's Disposal Service for the 2021 Community Cleanup Day and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Accept an Agreement from Purity Cylinder Gases, Inc. for the Purchase of Argon Gas and Lease of the Argon Storage Tank and Authorize the Mayor and City Clerk to Execute the Agreement
- q) To Concur with the Emergency Repairs of the 42" Transmission Main and to Authorize Payment for the Repairs (Budget Amendment No. 61)
- r) To Accept a Quote from Patrick Enterprises/GE Grid Solutions for the Purchase of Twelve Multilin 869 Motor Protection Relays
- s) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Uniforms, Cold Weather Gear, and Service Awards
 - 2. Water Supply Piping

17) Ordinances

- 8-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-409C in Article 4C (Final Reading)
- 9-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-414C in Article 4C (Final Reading)

- 11-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (128) to Rezone 4050 and 4056 56th Street SW from ER Estate Residential to RO-1 Restricted Office (First Reading)
- 12-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (129) to Rezone 2333 and 2329 44th Street SW from R-1 Residential to B-1 Local Business (First Reading)
- 13-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-412C(4) in Article 4C (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF NANCY HOCKSTRA

WHEREAS:

1. Nancy Hockstra passed away on Tuesday, April 20, 2021.
2. Nancy Hockstra dedicated many years to the residents of the City of Wyoming, through her service as a member of the Parks and Recreation Commission since 2018, as a volunteer at the Wyoming Senior Center since 2009, on the Fellowship Club Activities Committee since 2011, on the Fellowship Club Finance Committee since 2015, and as a Retired Senior Volunteer Patrol (R.S.V.P) in 2018.
3. The City of Wyoming gratefully acknowledges the many contributions Nancy Hockstra made to her community, our city, and its residents.
4. Nancy will be sadly missed by her family and many friends.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack A. Poll and the City Council, on behalf of the citizens of the City of Wyoming, extend deepest sympathies to Nancy's children, relatives, and friends.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF RONALD PALMER

WHEREAS:

1. Ronald Palmer passed away on Tuesday, April 13, 2021.
2. Ronald Palmer dedicated many years to the residents of the City of Wyoming, through his service as a member of the Zoning Board of Appeals since 2008, and as an Alternate Realtor on the Board of Review since 2010.
3. The City of Wyoming gratefully acknowledges Ronald's commitment to public service, and the many contributions he made to his community, our city, and its residents.
4. Ronald will be sadly missed by his family and many friends.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack A. Poll and the City Council, on behalf of the citizens of the City of Wyoming, extend deepest sympathies to Ronald's wife Kim, children, relatives, and friends.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DOUGLAS KOCHNEFF FOR HIS SERVICE
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. Douglas Kochneff has served faithfully and effectively as a member of the Downtown Development Authority since January 11, 1999.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Douglas Kochneff for his dedicated service as a member of the Downtown Development Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO EMIL HANNESSON FOR HIS SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Emil Hannesson has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since July 16, 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Emil Hannesson for his dedicated service as a member of the Greater Wyoming Community Resource Alliance.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF AN
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM AGROPUR, INC.
TO SCHREIBER FOODS, INC.

WHEREAS:

1. The City established Industrial Development District Number 159, established by Resolution Number 13784 on September 16, 1991.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2018-025 for Agropur, Inc. for \$2,900,000 in in personal property for twelve (12) years, expiring December 30, 2030, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. Section 21 of P.A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
4. Agropur, Inc. is no longer the owner of the facility at 5252 Clay Ave SW.
5. Schreiber, Inc. is requesting the transfer of the personal property components of IFT No. 2008-025-257.
6. Staff has reviewed this request and recommends the City Council approve the transfer of IFT No. 2018-025 to Schreiber Foods, Inc.
7. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of May 17, 2021, at 7:01 p.m. for a public hearing on whether to approve the transfer of IFT No. 2018-025 to Schreiber Foods, Inc.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Schreiber Request Letter

Resolution No. _____



Schreiber Foods, Inc.
400 North Washington Street
Green Bay, WI 54301
United States of America
+1 920 437 7601
schreiberfoods.com

March 30, 2021

City of Wyoming
Attn: Jennifer Stowell

Ms. Stowell,

To follow up on our phone conversation this afternoon I request the name change on all tax parcels related to the former Agropur site located at 5252 Clay Street SW, Wyoming MI. Schreiber Foods, Inc. purchased this site from Agropur on January 5th, 2021. Please transfer the name on all tax documents including the tax abatement agreement. If you need any additional information, please contact me at 920-413-0437. Thank you for your assistance.

Regards,

Jim Mackey
Global Tax Manager
Schreiber Foods, Inc.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE TRANSFER OF 1998 PA 328 PERSONAL
PROPERTY TAX EXEMPTION TO SCHREIBER FOODS, INC.

WHEREAS:

1. In 2011, the City Council approved an exemption from personal property taxes under 1998 PA 328, MCL 211.9f (“Act 328”) for the industrial personal property of Agropur, Inc. located at 5252 Clay Ave SW in the City which was the State Tax Commission issued PA 328 Certificate #329-2011, and the term of that exemption has not yet expired under applicable Michigan law (MCL 211.9f, 211.9m and 211.n).
2. Schreiber Foods, Inc. acquired the personal property and the real property on which it is located from Agropur, Inc. on January 5, 2021 and is continuing the same industrial production at that site using that personal property.
3. Schreiber Foods, Inc. has asked for the transfer of that PA 328 certificate until the end of its term under applicable Michigan law.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council finds that Schreiber Foods, Inc. is an “eligible business” under Act 328 because it is primarily in the business of food manufacturing and it owns and operates the facility at 5252 Clay Ave SW in the City and that Schreiber Foods, Inc. will continue to use the tax exempt personal property at that location in manufacturing the same types of products as were manufactured there prior to its acquisition of that facility and personal property.
2. That, therefore, the City Council determines that the purpose for which PA 328 Certificate #329-2011 was issued will continue to be met.
3. That the transfer of PA 328 Certificate #329-2011 to Schreiber Foods, Inc. is approved for the remainder of its term under applicable Michigan law.
4. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

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 meeting held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Resolution No. _____

STAFF REPORT

Date: March 31, 2021
Subjects: Transfer of PA 328 tax exemption to Schreiber Foods, Inc.
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: May 3, 2021

RECOMMENDATION:

Adopt the Resolution Approving Transfer of 1998 PA 328 Personal Property Tax Exemption to Schreiber Foods, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when the city has thriving businesses providing employment opportunities and tax base and providing certain economic development incentives can help support such businesses. Transfer of ownership of business assets to a new owner that will continue their use to produce products and provide similar employment and tax base does not alter the purpose for which the incentives were initially provided.

Safety – Safety will not be affected by this resolution.

Stewardship – Good community stewardship requires a robust business climate. Such a business climate is enhanced when the city stands by incentives provided to a previous business owner.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

The industrial personal property for which a tax exemption was granted in 2011 pursuant to 1998 PA 328 will soon be exempt as eligible manufacturing personal property under the industrial personal property tax revisions put in place during the Snyder administration, beginning in 2013. In the meantime, the acquisition of the Agropur, Inc. facility and equipment by Schreiber Foods, Inc. (an international corporation), and its continuing use to produce many of the same products is consistent with the purposes for which the city initially granted that tax exemption.



Schreiber Foods, Inc.
400 North Washington Street
Green Bay, WI 54301
United States of America
+1 920 437 7601
schreiberfoods.com

March 30, 2021

City of Wyoming
Attn: Jennifer Stowell

Ms. Stowell,

To follow up on our phone conversation this afternoon I request the name change on all tax parcels related to the former Agropur site located at 5252 Clay Street SW, Wyoming MI. Schreiber Foods, Inc. purchased this site from Agropur on January 5th, 2021. Please transfer the name on all tax documents including the tax abatement agreement. If you need any additional information, please contact me at 920-413-0437. Thank you for your assistance.

Regards,

Jim Mackey
Global Tax Manager
Schreiber Foods, Inc.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE TRANSFER OF AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE FROM ZEELAND LUMBER REAL ESTATE HOLDING 4, LLC
TO ZLS-US LBM, LLC

WHEREAS:

1. The City of Wyoming established Industrial Development District 284, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 23697 on October 4, 2010.
2. On October 20, 2014, the Wyoming City Council approved Industrial Facilities Exemption Certificate (IFT) Number 2014-480, resolution number 24935, for twelve (12) years, and the certificate was amended on March 21, 2016, for Zeeland Lumber Real Estate Holding 4, LLC for \$724,235.00 for real property and \$165,218.00 for personal property with Resolution Number 25386.
3. Zeeland Lumber Real Estate Holding 4, LLC merged with US LBM Holdings, LLC on November 2, 2020 and is no longer the owner of the facility located at 5836 Clay Ave SW.
4. An application has been filed for the transfer of Industrial Facilities Exemption Certificate Number 2014-580 to ZLS-US LBM, LLC.
5. Section 21 of Public Act 198 of 1974, as amended provides for the transfer of Industrial Facilities Exemption Certificate with the approval of the local governmental unit.
6. Before acting on this transfer, the City Council held a public hearing on May 3, 2021, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds does hereby approve the transfer of Industrial Facilities Exemption Certificate 2014-480 to ZLS-US LBM, LLC.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

5/3/2021
City Atty

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK
TO SIGN THE 1ST AMENDMENT TO UTILITIES COST SHARING AGREEMENTS
FOR THE RESERVE AT RIVERTOWN

WHEREAS:

1. The City entered a Utilities Cost Sharing Agreement (Granger Group of Companies LLC) dated as of December 20, 2018, with TMGB Wilson, L.L.C, (“TMGB”), recorded in January 2019 at Kent County Register of Deeds record number 20190108-0001761 (the “2018 Agreement”) that addressed reimbursements by the City to TMGB for certain costs incurred in connection with oversizing certain utilities.
2. The City entered a Utilities Cost Sharing Agreement (Storm Water & Water Utilities from “Springs at the Reserve”) dated as of June 5, 2019, with TMGB and Wilson Road Development, LLC (the “2019 Agreement”) that also addressed reimbursements by the City to TMGB for certain costs incurred in connection with oversizing certain utilities.
3. Due to changes in development plans and for other reasons the 2018 Agreement and 2019 Agreement require amendment and the parties agreed upon the proposed 1st Amendment to Utilities Cost Sharing Agreements, a copy of which is attached as Exhibit A (the “1st Amendment”).

NOW, THEREFORE, BE IT RESOLVED:

1. The 1st Amendment is approved in substantially the form attached as Exhibit A, and the Mayor and City Clerk are authorized and directed to sign it and record it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 28, 2021
Subject: Resolution Approving Utilities Cost Sharing Agreement
From: Scott Smith, City Attorney
Meeting Date: May 3, 2021

RECOMMENDATION:

Adopt the Resolution to Resolution Approving and Authorizing the Mayor and City Clerk to Sign the 1st Amendment to Utilities Cost Sharing Agreements for The Reserve at Rivertown.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served by development occurring in a manner that provides for oversized utilities that can also serve others.

Safety – Oversizing utilities serving some development can alleviate flooding, standing water and other conditions in other developments.

Stewardship – It is more cost effective to pay utility oversizing costs than to pay for or accommodate duplicative utility services.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

The City entered a Utilities Cost Sharing Agreement (Granger Group of Companies LLC) dated as of December 20, 2018, with TMGB Wilson, L.L.C. (“TMGB”), recorded in January 2019 at Kent County Register of Deeds record number 20190108-0001761 (the “2018 Agreement”) and a Utilities Cost Sharing Agreement (Storm Water & Water Utilities from “Springs at the Reserve”) dated as of June 5, 2019, with TMGB and Wilson Road Development, LLC (the “2019 Agreement”) that addressed reimbursements by the City to TMGB for certain costs incurred in connection with oversizing certain utilities. Due to changes in development plans and for other reasons, those agreements need to be amended and staff proposes approval of the 1st Amendment to Utilities Cost Sharing Agreements (the “1st Amendment”).

The Springs at the Reserve is the apartment project comprising the northwest portion of The Reserve at Rivertown surrounding the corner at Wilson Ave SW and 56th Street SW. An easement for stormwater drainage was provided to convey stormwater from the Springs south through another portion of the Reserve development to the regional stormwater facility south of the Reserve. That drainage swale was intended to be temporary and to be relocated if needed to accommodate further development. The developer now intends to relocate it and to address a drainage issue that arose due to some site work within the original easement area. The 1st Amendment addresses that relocation and needed additional work. It also establishes some of the amounts to be reimbursed under the 2018 Agreement.

Exhibit A

1ST AMENDMENT TO UTILITIES COST SHARING AGREEMENTS

This 1st Amendment to Utilities Cost Sharing Agreement (this "**Amendment**"), amends the Utilities Cost Sharing Agreement (Storm Water & Water Utilities from "Springs at the Reserve") dated as of June 5, 2019, among the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509 ("**City**") and TMGB Wilson, L.L.C., a Michigan limited liability company ("**TGMB**"), and Wilson Road Development, LLC, a Michigan limited liability company ("**Wilson**"), both of 2380 Health Dr SW, Ste 210, Wyoming, MI 49519 (TMGB and Wilson, collectively, "**Developer**") which was recorded in June 2019 at Kent County Register of Deeds record number 20190613-0041550 (the "**2019 Agreement**") and also to amends the Utilities Cost Sharing Agreement (Granger Group of Companies LLC) dated as of December 20, 2018, between City and TMGB, recorded in January 2019 at Kent County Register of Deeds record number 20190108-0001761 (the "**2018 Agreement**").

RECITALS

A. Among other their provisions, the 2018 Agreement and the 2019 Agreement both generally provide for City reimbursement for costs Developer incurs for oversizing or otherwise constructing or installing certain enhancements to certain stormwater or other city utilities to accommodate the capacities needed to serve property other than Developer's property as described in those agreements and the improvements for which such reimbursement will be made and the amounts of that reimbursement are to be agreed to by the parties when (i) design details are finalized by Developer and approved by City, (ii) cost estimates are obtained, (iii) any needed easements and ownership of the improvements are conveyed to City, (iv) the work is inspected and accepted by City, and (v) appropriate proofs of payment of contractors, waivers of liens, and other documents are filed with City.

B. Some details of Developer's plans have changed requiring relocation and reconfiguration of some stormwater and other infrastructure and, because plan details have yet to be finalized regarding some portions of Developer's overall development, Developer believes it is premature to commit to the location of, let alone construct and install some final stormwater and other infrastructure improvements, particularly the improvements conveying stormwater from the "Springs at the Reserve" apartment development referred to in the 2018 and 2019 Agreements as "Area 3."

C. Developer seeks written confirmation regarding that some of its planned work and expected costs will be reimbursed under the two agreements and wishes to comply with some requirements for stormwater drainage from a part of the overall development no longer owned by Developer by providing for a revised, but not necessarily final, location and configuration of the drainage facilities.

TERMS AND CONDITIONS

In exchange for consideration in and referred to by this Amendment, the parties agree the 2018 Agreement and 2019 Agreement are clarified and/or amended to provide for the following:

1. An easement in the form attached as Attachment 1 (the "**Replacement Easement**") will be accepted by City as a replacement for the Stormwater Easement described in Exhibit C of the 2019 Agreement which was conveyed on June 5, 2019 and recorded in the office of Kent County Register of Deed at record number 20190621-0044064. Developer will deliver the fully signed Replacement Easement to the City no later than June 1, 2021.
2. City agrees that the actual costs for constructing and installing the improvements detailed on the Moore & Bruggink, Inc. spreadsheet, dated 10/19/2020, entitled "City of Wyoming Reimbursement Amounts Based on Construction Quantities," with a subtitle indicating it is for "Rivertown Valley, Phase V," a copy of which is attached as Attachment 2, are reimbursable as provided in the 2018 Agreement, subject to the provisions in subsection 3 of this 1st Amendment.
3. Site activities undertaken within the area referred to in the 2018 and 2019 Agreements as "Area 2" disrupted the flow of stormwater discharged from the Springs at the Reserve necessitating additional work to convey that stormwater in the Replacement Easement. Until (i) the plans and specifications for that work have been reviewed and approved by City's Engineer, that work is completed in accordance with those approved plans and specifications, and (iii) the work is inspected and accepted by City's Engineer (which will occur after the vegetation on the banks is stabilized and rain events have occurred without washouts), City will retain \$75,000 of

the amounts to be reimbursed to as provided in the preceding paragraph 2. If the work required under this paragraph is not completed by June 30, 2021, City may design and undertake the work to construct a stormwater swale within the Replacement Easement and use the retained funds to pay costs incurred for its design and construction including the costs of any staff time expended by City staff in the design and construction, and any costs paid to outside engineers, consultants and contractors for that design and construction.

The parties have signed this 1st Amendment as of the date first written above.

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, Clerk

Approved as to form:

Scott G. Smith, City Attorney

TMGB WILSON, L.L.C.

By: _____
Gary Granger, Managing Member

WILSON ROAD DEVELOPMENT, LLC.

By: _____
Gary Granger, Managing Member

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on _____, 2021, by Jack A. Poll and Kelli A. Vandenberg, the Mayor and City Clerk, respectively, of the City of Wyoming.

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on _____, 2021, by Gary Granger, known to me as the Managing Member of TMGB Wilson, L.L.C.

_____, Notary Public
_____ County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on _____, 2021, by Gary Granger, known to me as the Managing Member of Wilson Road Development LLC

_____, Notary Public
_____ County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

State transfer tax exempt under MCL 207.526(a); county transfer tax exempt under MCL 207.505(a); and exempt from both because no interest is conveyed by this document.

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

Attachment 1

SUPERSEDING AND REPLACING STORM WATER EASEMENT AND RELEASE OF EASEMENT

TMGB Wilson, L.L.C., a Michigan limited liability company of 2380 Health Dr SW, Ste 210, Wyoming, MI 49519 (“**Grantor**”), for the consideration of \$1.00 the receipt and sufficiency of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation, whose address is 1155 28th Street SW, Wyoming, MI 49509 (“**City**”), a permanent easement in, on, over and under the property described as the **Easement Area** on the attached **Exhibit A** to construct, install, reconstruct, reinstall, inspect, repair, maintain, operate, use, improve and replace drains, swales, ditches, pipes, mains, lines, manholes, and related facilities and appurtenances for conveying, retaining and detaining storm water (the “**Storm Water Utilities**”), subject to the following terms and conditions:

1. This easement **supersedes and replaces** the Storm Water Easement recorded in June 2019 at Kent County Register of Deeds record number **20190621-0044064** (“**Prior Easement**”). The Prior Easement is released and relinquished.
2. This easement is only for the Storm Water Utilities and for the uses and work identified above. Subject to Section 5 below, City and City’s officers, employees, contractors and agents shall have the right to access and use the Easement Area. Only City and City’s officers, employees, contractors, and agents (*i.e.*, those designated in writing by City as its agent) shall have any right to undertake work permitted by this easement. This easement does not include or allow any access to or use of the Easement Area by the general public.
3. Grantor or others with Grantor’s consent constructed and installed the Storm Water Utilities within the Easement Area and Grantor is hereby conveying the Storm Water Utilities to City. By accepting this easement, City acknowledges its acceptance of the Utilities as constructed and installed.
4. City will not allow a lien to be placed against the Easement Area or other part of Grantor’s property due to City’s exercise of its rights under this easement or due to City’s acts or omissions. If a lien is placed against the Easement Area or other part of Grantor’s property due to City’s exercise of rights under this easement or due to City’s acts or omissions, City will promptly take reasonable steps to attain the discharge or other termination of that lien. If City fails to promptly take such actions, Grantor may seek specific performance of this obligation in a state court having jurisdiction. This provision does not preclude liens arising from proper real property tax assessments, special assessments, or utility rates, fees, or charges, nor liens arising from any acts or omissions of Grantor or Grantor’s successors and assigns.
5. Grantor reserves the following rights:
 - A. Grantor may improve and use the Easement Area for (i) paved parking, driveways, sidewalks and pathways, (ii) landscaping, (iii) fencing (but not stone or masonry fencing or other walls), (iv) signage, and underground pipes, lines, cables and wires, provided such uses do not disturb or damage the Storm Water Utilities or unreasonably interfere with City’s use of the Easement Area or City’s exercise of its rights under this easement.
 - B. Grantor, after notice to and an opportunity to City for comment, may grant easements to other public entities or private utility service providers provided such easements and uses will not disturb or damage the Storm Water Utilities or unreasonably interfere with City’s use of the Easement Area or City’s exercise of its rights under this easement. Failure to provide such notice and opportunity for comment shall not constitute a default under this easement, but any public entities or private utility service providers that construct or install other utility lines or other facilities within the Easement Area without providing such opportunity for City review and comment will remain subject to legal and equitable claims by City if such other easements or uses disturb or damage the Storm Water Utilities or unreasonably interfere with City’s use of the Easement Area or City’s exercise of its rights under

this easement. Grantor will not and will ensure that others do not construct any buildings or other structures within the Easement Area or within a proximity to the Easement Area to require shoring or bracing of such buildings or other structures when exercising rights under this easement within the Easement Area.

C. Provided it will not (i) impair, diminish or otherwise adversely affect efficacy of the Storm Water Utilities, (ii) increase the cost of the exercise of any City rights under this easement, or (iii) adversely affect the use, operation, construction, installation, repair, maintenance, improvement or replacement of the Storm Water Utilities, Grantor, without expense to City, may relocate the Easement Area and Storm Water Utilities in accordance with plans and specifications meeting City requirements and submitted to and approved by the City Engineer.

6. City and its officers, employees, contractors, and agents may use parts of Grantor's property adjacent to the Easement Area for ingress to and egress from the Easement Area and for staging of materials and equipment during its work. Except when immediate access is needed as described in paragraph 7, such use of Grantor's adjacent property will only be as pre-arranged with Grantor.

7. Except in a situation in which immediate access is reasonably needed to (i) prevent or limit damage to the Storm Water Utilities, (ii) prevent or minimize threats to the public health, safety or general welfare, (iii) prevent or minimize environmental harm or damage, or (iv) comply with requirements of any county, state or federal agency, City will exercise its rights under this easement only after notifying Grantor of its intended work under this easement and the time and duration of such work.

8. City will exercise its rights under this easement in a manner to reasonably minimize disruption of Grantor's use of the Easement Area and adjoining areas of Grantor's property.

9. After completing work under this easement, City, without cost to Grantor, will promptly restore the Easement Area and other parts of Grantor's property affected by that work, including Grantor's improvements permitted by this easement, to a condition substantially the same as it was in prior to such work. Driveways and other paved areas will be patched with asphalt or concrete generally consistent with the thickness and quality removed during the work. Lawns and landscaping will be seeded or replanted with grass and plant materials of similar quality. If trees are removed to accommodate work, they will be replaced with trees of a similar species of a maturity City commonly plants when replacing trees removed to accommodate City storm water utility work. Fences shall be reconstructed with similar materials. If work occurs during the winter season or inclement weather, restoration will initially be sufficient to make the premises safe and will be completed when weather conditions are suitable.

10. Grantor shall remain responsible for all mowing, brush removal, trash removal and all other efforts needed to maintain the aesthetic appearance of the Storm Water Utilities and shall do so in a manner not to interfere with the City rights or the efficacy of the Storm Water Utilities.

11. City shall not grant to any other individual or entity, except a public entity that is the successor owner or operator of any of the Storm Water Utilities, any permission to use the Easement Area.

12. When used in this easement, the term "Grantor" includes and will be binding upon Grantor's grantees, successors and assigns and the term "City" includes and will be binding upon City's successors, assigns, and subsequent owners or operators of any of the Storm Water Utilities. When a City official is identified by title, it includes that official's superiors and designees.

[Signed on next page.]

TMGB WILSON, L.L.C.

By: _____
Gary Granger, Managing Member

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on _____, 2021, by Gary Granger, known to me as the Managing Member of TMGB Wilson, L.L.C.

_____, Notary Public
_____ County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on _____, 2021, by Jack A. Poll, Mayor of the City of Wyoming, and Kelli A. VandenBerg, City Clerk of the City of Wyoming.

By: _____
Kelli A. VandenBerg, Clerk

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

State transfer tax exempt under MCL 207.526(a); county transfer tax exempt under MCL 207.505(a).

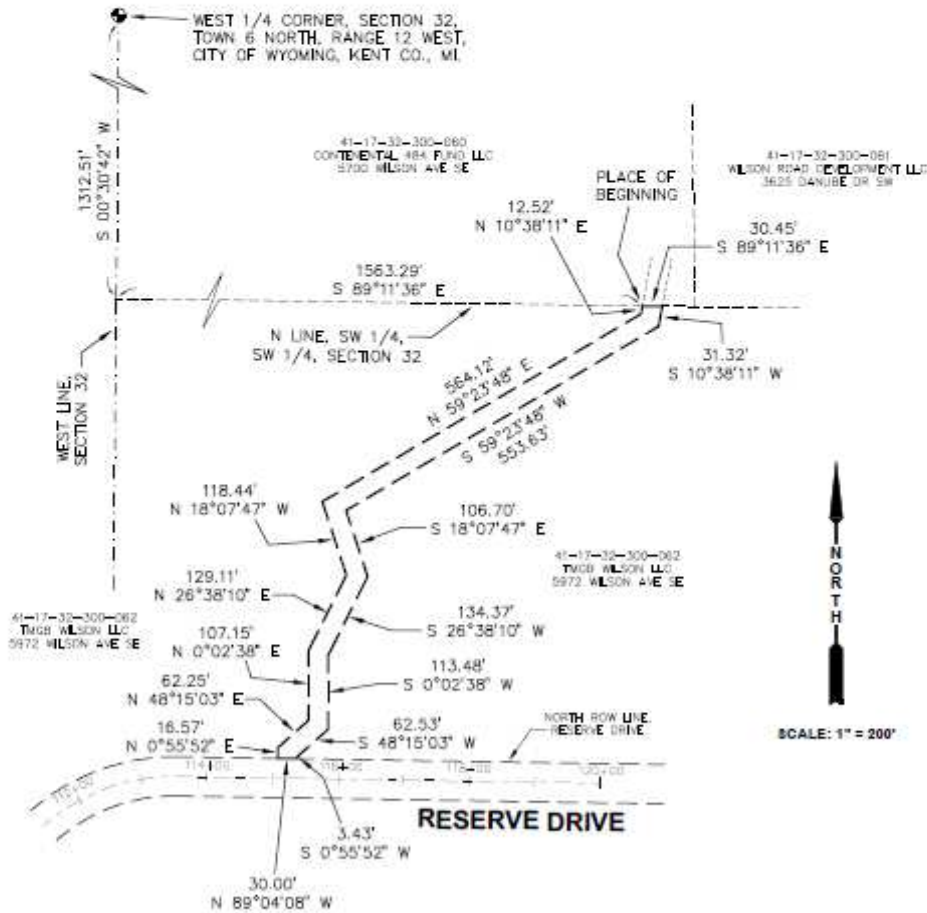
Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th St SW, PO Box 509
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk
1155 28th St SW, PO box 905
Wyoming, MI 49509-0905

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

EASEMENT DESCRIPTION
 Offsite Storm Sewer

An easement for storm sewer located in that part of the Southwest one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: **COMMENCING** at the West one-quarter corner of said Section 32; thence South $00^{\circ}30'42''$ West 1312.51 feet along the West line of said section; thence South $89^{\circ}11'36''$ East 1563.29 feet along the North line of the Southwest one-quarter of the Southwest one-quarter of said section to the **PLACE OF BEGINNING**; thence South $89^{\circ}11'36''$ East 30.45 feet along said North line; thence South $10^{\circ}38'11''$ West 31.32 feet; thence South $59^{\circ}23'48''$ West 553.63 feet; thence South $18^{\circ}07'47''$ East 106.70 feet; thence South $26^{\circ}38'10''$ West 134.37 feet; thence South $00^{\circ}02'38''$ West 113.48 feet; thence South $48^{\circ}15'03''$ West 62.53 feet; thence South $00^{\circ}55'52''$ West 3.43 feet; thence North $89^{\circ}04'08''$ West 30.00 feet; thence North $00^{\circ}55'52''$ East 16.57 feet; thence North $48^{\circ}15'03''$ East 62.25 feet; thence North $00^{\circ}02'38''$ East 107.15 feet; thence North $26^{\circ}38'10''$ East 129.11 feet; thence North $18^{\circ}07'47''$ West 118.44 feet; thence North $59^{\circ}23'48''$ East 564.12 feet; thence North $10^{\circ}38'11''$ East 12.52 feet to the place of beginning.



FIELD SURVEY BY: M&B OFFICE	CHECKED BY: S/JG
DRAWN BY: GHV	CONTACT INFO: sgreeth@mboe.com
DATE: APRIL 15, 2021	PROJECT NO.: 190211.1

Prepared By:



Moore+Bruggink
 Consulting Engineers
 2020 Monroe Ave.
 Grand Rapids, MI 49505
 (616) 363-9801 mail@moeb.com

Attachment 2

City of Wyoming Reimbursement Amounts Based On Construction Quantities

TMGB Wilson, LLC
Rivertown Valley, Phase V
City of Wyoming, Kent County, Michigan

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	ASSUMED UNIT PRICE FOR 12" WATERMAIN ITEMS		UNIT PRICE FOR REIMBURSEMENT	AMOUNT
					ITEMS	REIMBURSEMENT		
A. WATERMAIN ITEMS IN PHASE V								
1	16" D.I. Watermain w/ Sand Backfill	2003	ft	\$112.00	990.00	\$22.00		\$44,066.00
2	16" Valve & Box	2	each	\$7,000.00	\$4,250.00	\$2,750.00		\$5,500.00
3	16" 45 degree Bend	4	each	\$1,450.00	\$1,000.00	\$450.00		\$1,800.00
4	16" 22.5 degree Bend	2	each	\$1,450.00	\$1,000.00	\$450.00		\$900.00
5	16" 11.25 degree Bend	2	each	\$1,450.00	\$1,000.00	\$450.00		\$900.00
6	16"x8" Tee	4	each	\$1,950.00	\$1,500.00	\$450.00		\$1,800.00
7	16"x6" Tee	7	each	\$1,850.00	\$1,400.00	\$450.00		\$3,150.00
8	16" Sleeve	1	each	\$2,300.00	\$1,900.00	\$400.00		\$400.00

TOTAL WATERMAIN ITEMS: \$58,516.00

B. STORM SEWER ITEMS IN PHASE V

1	60" Concrete Storm Sewer, C76-III w/ Sand Backfill	445	ft	\$220.00				\$97,900.00
2	36" Concrete Storm Sewer, C76-III w/ Sand Backfill	284	ft	\$116.00				\$32,944.00
3	30" Concrete Storm Sewer, C76-III w/ Sand Backfill	298	ft	\$94.00				\$28,012.00
4	8' Diameter Storm Manhole	2	each	\$10,000.00				\$20,000.00
5	6' Diameter Storm Manhole	2	each	\$5,350.00				\$10,700.00
6	5' Diameter Storm Manhole	2	each	\$3,150.00				\$6,300.00

TOTAL STORM SEWER ITEMS IN PHASE V: \$195,856.00

SUBTOTAL: \$254,372.00
SURVEYING & ENGINEERING (13%): \$33,068.36

TOTAL REIMBURSEMENT AMOUNT: \$287,440.36

Moore & Bruggink, Inc.
JFL
10/19/2020

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT TENTATIVE APPROVAL FOR
RIVERTOWN VALLEY PLAT VI

WHEREAS:

1. The development of Rivertown Valley Plat VI (also known as “The Reserve at Rivertown, Phase VI” and “Rivertown Valley Phase VI”) is a continuation of the TMGB Wilson project.
2. The proposed subdivision will integrate into the existing subdivision.
3. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at its April 20, 2021 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. Preliminary Plat Tentative Approval for Rivertown Valley Plat VI (also known as “The Reserve at Rivertown, Phase VI” and “Rivertown Valley Phase VI”) is granted subject to the following 6 conditions to be met before final approval of this preliminary plat:
 1. All portions of Lots 201 and 202 must have identical ownership. The northern most portions of Lots 201 and 202 are located on 41-17-32-300-061, owned by Wilson Road development LLC. The southern portions of Lots 201 and 202 are located on PP# 41-17-32-300-62, owned by TMGB Wilson LLC. The developer must provide copies of documents acceptable to the City Planner and City Attorney demonstrating that common ownership.
 2. The developer must submit a Preliminary Plat drawing from the developer’s engineer showing that the driveway for lot 193 must not connect to Reserve Drive and must instead connect to Hemlock Drive.
 3. The developer must submit a Preliminary Plat drawing from the developer’s engineer with a minimum scale of 1-inch equals 100 feet.
 4. The developer must submit a Preliminary Plat drawing from the developer’s engineer depicting a minimum right-of-way width of 60 feet in all locations.
 5. The developer must submit a Preliminary Plat drawing from the developer’s engineer with correct legal description dimensions and/or drawing dimensions to proper, matching dimensions.
 6. The developer must submit a Preliminary Plat drawing from the developer’s engineer using the following terminology:
 - a) Rear Yard Drainage without storm sewer shall state “Private easement for drainage.”
 - b) The first segment of storm sewer connecting to the street right of way with Rear yard drainage shall state “Private easement for drainage to the City of Wyoming.”
 - c) Critical overland flow routes shall state “Private easement for floodway to the City of Wyoming.”

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

April 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat- Tentative Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC).

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2021. A motion was made by Weller, supported by Hegyi, to approve the request for Preliminary Plat- Tentative Approval for Rivertown Valley Phase VI and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 44 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

During the public hearing no members of the public spoke on the proposed rezoning. One letter was received opposed to any development in the Rivertown Valley neighborhood.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

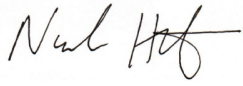
Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

DeLange opened the public hearing at 8:10 PM.

Jay Miedema, The Architectural Group, introduced himself via Zoom and stated that he is available for any questions or comments along with Patrick Bykerk

DeLange closed the public hearing at 8:11 PM.

A motion was entered by Goodheart, supported by Micele, to recommend the approval to City Council the rezoning request for 4050 and 4056 56th Street SW subject to the condition that the parcels are combined.

Goodheart asked if the two parcels were purchased by the applicant.

Bykerk, 5385 Cottondale St SW, Wyoming, MI 49519, stated that the parcels have been purchased.

A vote on the motion passed unanimously

AGENDA ITEM NO. 6

Request for Preliminary Plat- Tentative Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC)

Hofert explained that the properties are generally located along Reserve Drive extended, south of 56th Street SW and east of Wilson Ave (Section 32). The plat areas are agricultural fields. Hofert stated that the land use surrounding the property is single family residential to the north, south and east, and multi-family to the west.

Hofert stated that this request is for Phase Six of a larger project. This phase includes a large section north of Reserve Drive and adjacent to the neighborhoods dedicated open space.

Hofert shared that platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was previously granted for this proposed phase by Planning Commission on August 30, 2018. Plat approval was contingent on the overall PUD development plan being accepted by City Council. The plat's approval has since expired.

Hofert explained that the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Hofert stated that phase VI includes 44 lots all developed to R-1 standards as dictated in the approved Overall Development Plan.

Hofert stated that The Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Rivertown Valley Phase V and recommends the same to the City Council subject to conditions 1-6:

1. All portions of lots 201 & 202 must have identical ownership. The northern most portions of Lots 201 & 202 are located on 41-17-32-300-061 which is owned by Wilson Road development LLC. The southern portions of Lots 201 & 202 are located on 41-17-32-300-62 which is owned by TMGB Wilson LLC.
2. The driveway for lot 193 shall not connect to Reserve Drive, but shall connect to Hemlock Drive.
3. The Engineer shall submit the Preliminary Plat drawing with a minimum scale of 1-inch equals 100 feet.
4. The Engineer shall maintain the minimum 60 foot right of way in all locations.
5. The Engineer shall correct legal description dimensions and/or drawing dimensions to proper, matching dimensions.
6. The Engineer shall use the following terminology:
 - a) Rear Yard Drainage without storm sewer shall use the term "Private easement for drainage". The first segment of storm sewer connecting to the street right of way with Rear yard drainage shall use the term "Private easement for drainage to the City of Wyoming." Critical overland flow routes shall use the term "Private easement for floodway to the City of Wyoming"

DeLange opened and closed the public hearing at 8:15 PM. There were no comments. Staff did receive a letter from a C Spoelman that was generally opposed to any development in the approved PUD. The letter was provided to all Planning Commissioners prior to the meeting.

A motion was entered by Weller, supported by Hegyi, to approve Preliminary Plat- Tentative Approval for Rivertown Valley Phase VI and recommend the same to City Council.

Weller asked if there would be a temporary cul-de-sac at the end of the road until Phase VI is completed.

Jeff Paulson, Hurley & Stewart, 2800 S. 11th St, Kalamazoo, MI 49009, stated that they have

been working with City Engineering staff and there will be gravel turn arounds on the north end for vehicles to turn around.

There was discussion about the past approval.

Arnoys acknowledged the letter that was received by staff and stated there is nothing that can be acted upon.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 7

Request to amend Zoning Code Sec. 90-412C(4) Special Uses in PUD-3 zone districts to remove the restriction that multi-family housing has to be “for use by physicians, interns, nurses and allied health professionals.” (Wyoming Planning).

Hofert explained that Planned Unit Developments (PUDs) allow for a certain degree of flexibility to achieve designs and projects that are of a higher quality and may offer unique features. Wyoming has several PUD districts that allow for specialization of different development types. The PUD-3 is Wyoming’s planned health care PUD zoning district. Wyoming has one PUD-3 district – the Metro Health Campus.

Hofert shared that When the PUD-3 ordinance was originally drafted and adopted, it was designed with the forthcoming hospital campus in mind. At that time, there was no housing available adjacent to the site and there were concerns that any housing built as part of the PUD should be reserved for health professionals working on the campus. Therefore, multi-family housing was added as a permitted use in PUD-3 districts but restricted to serve healthcare professionals. In the almost 20 years since the adoption of the original PUD-3 ordinance, the area surrounding the Metro Health Hospital campus has grown substantially and there is no longer a need to restrict prospective housing to health care professionals, however, as demonstrated in the City’s Analysis of Impediments to Fair Housing Choice, Housing Needs Assessment, and Master Plan, there is a significant need for housing in the community overall. Therefore, this amendment removes the unnecessary housing restriction for healthcare professionals and instead opens up the option to provide housing without restriction.

Hofert stated that the Development Review Team recommends that Planning Commission adopt the recommended *Section 90-412C(4)* text amendment and recommend the same to Council.

DeLange opened and closed the public hearing at 8:21 PM. There were no comments.

A motion was made by Hegyi, supported by Micele, to adopt the recommended *Section 90-412C(4)* text amendment and recommend the same to Council.

SITE DATA

ADDRESS:
5972 WILSON AVE SW
WYOMING, MI 49418

ZONING:
ZONING: PUD

SETBACKS/LOT SIZE:
MINIMUM SETBACK REQUIREMENTS:
FRONT: 35 FEET
SIDE: 10 FEET / 20 FEET
REAR: 20 FEET
MINIMUM LOT SIZE: 10,000 SQ FEET (75' MIN LOT WIDTH)

FLOODPLAIN:
SITE IS NOT LOCATED IN FLOODPLAIN. SEE FEMA MAP 2601110010C.

SANITARY SEWER:
PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC SANITARY SEWER.

WATER:
THE PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC WATER MAIN.

STREETS:
ALL STREETS WILL BE PUBLIC WITH MOUNTABLE CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 33' BACK TO BACK IN A 60' R.O.W.

STREET LIGHTING:
STREET LIGHTING WILL BE PROVIDED BY THE DEVELOPER IN A MANNER CONSISTENT WITH PREVIOUS PHASES OF THE PLAT.

PRIVATE UTILITIES:
PRIVATE UTILITIES SUCH AS GAS, ELECTRIC, CABLE TV, ETC., SHALL BE LOCATED IN THE 10' WIDE PRIVATE EASEMENTS INDICATED WHICH ARE LOCATED OUTSIDE OF AND IMMEDIATELY ADJACENT TO THE R.O.W. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

PROPRIETOR:
TMGB WILSON, LLC
2380 HEALTH DRIVE SW, SUITE 210
WYOMING, MI 49519
(616) 248-3566

ENGINEER & SURVEYOR:
HURLEY & STEWART, LLC
2800 SOUTH 11TH STREET
KALAMAZOO, MI 49009
(269) 552-4960

RIVERTOWN VALLEY NO 6 DESCRIPTION

PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY I, IN LIBER 116 OF PLATS ON PAGES 34-39, (INSTRUMENT NUMBER 20060906003371), AND (INSTRUMENT NUMBER 202002120012496), SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 1319.27 FEET TO AN ANGLE POINT IN THE WEST LINE OF LOT 151 OF RIVERTOWN VALLEY IV AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF LOTS 151 AND 152, SOUTH 24 DEGREES 33 MINUTES 59 SECONDS EAST 159.94 FEET TO THE NORTHWEST CORNER OF LOT 153; THENCE ALONG THE WEST LINE OF LOTS 153-158, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 467.29 FEET TO THE SOUTHWEST CORNER OF LOT 158; THENCE ALONG THE NORTH LINE OF LOTS 160-163, NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 650.00 FEET TO THE NORTHWEST CORNER OF LOT 163; THENCE ALONG THE WEST LINE OF LOT 163, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 97.41 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG THE WEST LINE OF RESERVE DRIVE, NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 192.50 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 101.48 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 25.35 FEET; THENCE NORTH 83 DEGREES 10 MINUTES 40 SECONDS WEST 132.03 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 335.95 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 160.84 FEET; THENCE NORTH 77 DEGREES 17 MINUTES 56 SECONDS EAST 137.93 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 26 SECONDS EAST 60.30 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 45 SECONDS EAST 130.97 FEET; THENCE SOUTH 21 DEGREES 56 MINUTES 38 SECONDS EAST 10.90 FEET; THENCE SOUTH 68 DEGREES 03 MINUTES 22 SECONDS WEST 132.84 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 63.50 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 45 SECONDS WEST 130.97 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 26 SECONDS WEST 60.30 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 56 SECONDS WEST 137.93 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 10.24 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 53 SECONDS WEST 687.87 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 46 SECONDS EAST 975.31 FEET TO THE NORTH AND SOUTH QUARTER LINE AND THE POINT OF BEGINNING. PARCEL CONTAINS 14.65± ACRES (637,956± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

RIVERTOWN VALLEY NO 7 DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY I, IN LIBER 116 OF PLATS ON PAGES 34-39, KENT COUNTY RECORDS, SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 659.64 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AS MENTIONED, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 659.64 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 11 MINUTES 36 SECONDS WEST 425.66 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 47.01 FEET; THENCE NORTHWESTERLY 10.90 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 31 MINUTES 28 SECONDS WEST 10.90 FEET; THENCE SOUTH 70 DEGREES 53 MINUTES 42 SECONDS WEST 60.00 FEET; THENCE SOUTH 68 DEGREES 03 MINUTES 22 SECONDS WEST 132.84 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 63.50 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 45 SECONDS WEST 130.97 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 26 SECONDS WEST 60.30 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 56 SECONDS WEST 137.93 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 10.24 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 53 SECONDS WEST 687.87 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 46 SECONDS EAST 975.31 FEET TO THE NORTH AND SOUTH QUARTER LINE AND THE POINT OF BEGINNING. PARCEL CONTAINS 14.65± ACRES (637,956± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

RIVERTOWN VALLEY NO 8 DESCRIPTION

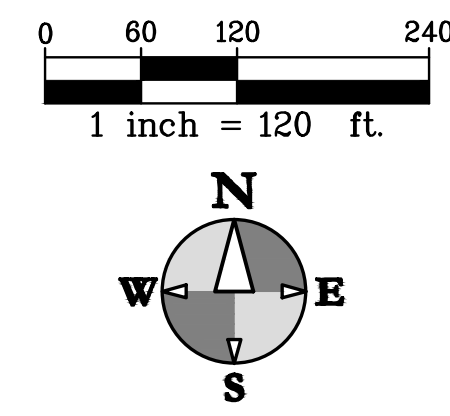
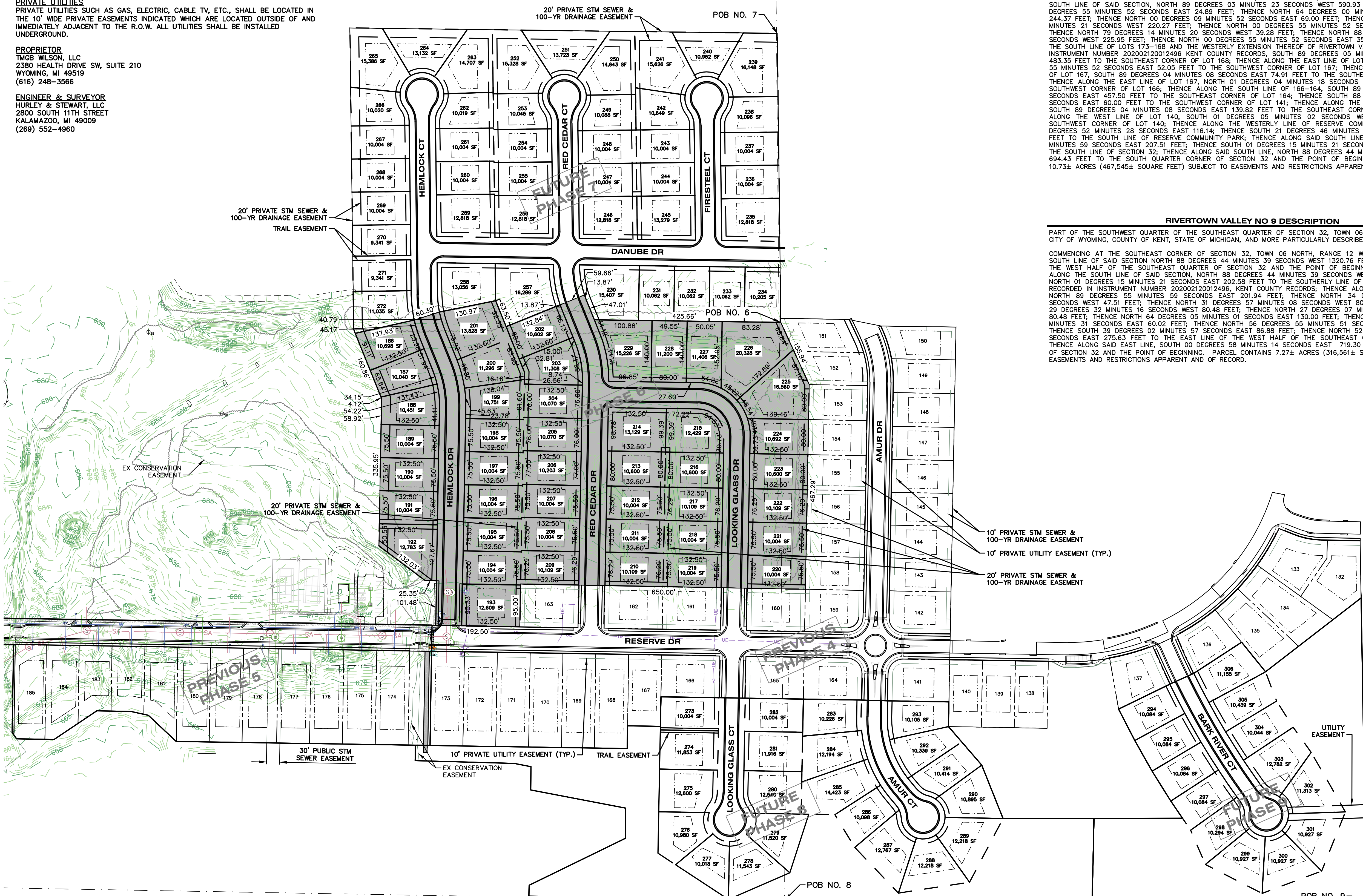
PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 03 MINUTES 23 SECONDS WEST 590.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 24.89 FEET; THENCE NORTH 64 DEGREES 00 MINUTES 47 SECONDS EAST 244.37 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST 69.00 FEET; THENCE NORTH 79 DEGREES 08 MINUTES 21 SECONDS WEST 220.27 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 53.06 FEET; THENCE NORTH 79 DEGREES 14 MINUTES 20 SECONDS WEST 39.28 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 48 SECONDS WEST 225.95 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 35.20 FEET; THENCE ALONG THE SOUTH LINE OF LOTS 173-168 AND THE WESTERLY EXTENSION THEREOF OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NUMBER 202002120012496 KENT COUNTY RECORDS, SOUTH 89 DEGREES 05 MINUTES 48 SECONDS EAST 483.35 FEET TO THE SOUTHEAST CORNER OF LOT 168; THENCE ALONG THE EAST LINE OF LOT 168, NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 52.05 FEET TO THE SOUTHWEST CORNER OF LOT 167; THENCE ALONG THE SOUTH LINE OF LOT 167, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 74.91 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE ALONG THE EAST LINE OF LOT 167, NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 67.29 FEET TO THE SOUTHWEST CORNER OF LOT 166; THENCE ALONG THE SOUTH LINE OF LOT 166, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 457.50 FEET TO THE SOUTHWEST CORNER OF LOT 164; THENCE SOUTH 88 DEGREES 18 MINUTES 27 SECONDS EAST 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 141; THENCE ALONG THE SOUTH LINE OF LOT 141, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 139.82 FEET TO THE SOUTHEAST CORNER OF LOT 141; THENCE ALONG THE WEST LINE OF LOT 140, SOUTH 01 DEGREES 05 MINUTES 02 SECONDS WEST 56.50 FEET TO THE SOUTHWEST CORNER OF LOT 140; THENCE ALONG THE WESTERLY LINE OF RESERVE COMMUNITY PARK, SOUTH 40 DEGREES 52 MINUTES 28 SECONDS EAST 116.14; THENCE SOUTH 21 DEGREES 48 MINUTES 51 SECONDS EAST 131.16 FEET TO THE SOUTH LINE OF RESERVE COMMUNITY PARK; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 59 SECONDS EAST 207.51 FEET; THENCE SOUTH 01 DEGREES 15 MINUTES 21 SECONDS WEST 202.58 FEET TO THE SOUTH LINE OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 694.43 FEET TO THE SOUTH QUARTER CORNER OF SECTION 32 AND THE POINT OF BEGINNING. PARCEL CONTAINS 10.73± ACRES (467,545± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

RIVERTOWN VALLEY NO 9 DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 1320.76 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 626.33 FEET; THENCE NORTH 01 DEGREES 15 MINUTES 21 SECONDS EAST 202.58 FEET TO THE SOUTHERLY LINE OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NUMBER 202002120012496, KENT COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 55 MINUTES 59 SECONDS EAST 201.94 FEET; THENCE NORTH 34 DEGREES 22 MINUTES 00 SECONDS WEST 47.51 FEET; THENCE NORTH 31 DEGREES 57 MINUTES 08 SECONDS WEST 80.48 FEET; THENCE NORTH 29 DEGREES 32 MINUTES 16 SECONDS WEST 80.48 FEET; THENCE NORTH 27 DEGREES 07 MINUTES 25 SECONDS WEST 80.48 FEET; THENCE NORTH 64 DEGREES 05 MINUTES 01 SECONDS EAST 130.00 FEET; THENCE NORTH 65 DEGREES 38 MINUTES 31 SECONDS EAST 60.02 FEET; THENCE NORTH 59 DEGREES 45 MINUTES 51 SECONDS EAST 130.00 FEET; THENCE SOUTH 39 DEGREES 02 MINUTES 57 SECONDS EAST 86.88 FEET; THENCE NORTH 52 DEGREES 18 MINUTES 28 SECONDS EAST 275.63 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 58 MINUTES 14 SECONDS EAST 719.30 FEET TO THE SOUTH LINE OF SECTION 32 AND THE POINT OF BEGINNING. PARCEL CONTAINS 7.27± ACRES (316,561± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.



hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No. 20-112E P.M.JWP DFL/PAP GA/QC 3/22/21
ISSUED FOR REVISIONS: 3/22/21
PRELIMINARY PLAT SUBMITTAL

PRELIMINARY PLAT
RIVERTOWN VALLEY - PHASE 6
TMGB WILSON, LLC

Sheet Title:
Project:
Client:
3/22/21
Sheet
C-1

811 Know what's below.
Call before you dig.
ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING OF AN ELECTION
COORDINATING REPORT/AGREEMENT WITH KENT COUNTY AND
PUBLIC SCHOOL DISTRICTS IN WYOMING

WHEREAS:

1. Michigan election law requires a report of school election coordinating arrangements to the Secretary of State.
2. These reports are renewed every 4 years and document the duties of the county clerk, local clerk, school board and others in the administration of school elections, as directed by the Michigan election law.
3. The Wyoming City Clerk provides election coordination services to the following school districts:
 - a. Byron Center Public Schools
 - b. Godfrey Lee Public Schools
 - c. Godwin Heights Public Schools
 - d. Grandville Public Schools
 - e. Kelloggsville Public Schools
 - f. Kentwood Public Schools
 - g. Wyoming Public Schools
 - h. Grand Rapids Community College
 - i. Kent Intermediate School District

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves and authorizes the Mayor and City Clerk to sign the Election Coordinating Committee Reports/Agreements with each of the above-named school districts in a form acceptable to the Mayor, City Manager, City Clerk, and City Attorney.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Election Coordinating Agreement – Wyoming Public Schools

Resolution No. _____

STAFF REPORT

Date: April 27, 2021
Subject: Election Coordinating Agreements/Reports
From: Kelli VandenBerg, City Clerk
Meeting Date: May 3, 2021

RECOMMENDATION:

It is recommended the City Council approve and authorize the signing of election coordinating agreements/reports.

COMMUNITY, SAFETY, STEWARDSHIP:

Election administration is an increasingly complex but necessary component of a democratic society. In the case of school election administration, outlining the responsibilities of involved parties is not only required by law, but it also ensures required actions are appropriately assigned, minimizes potential duplication and establishes timelines for compliance purposes. The ultimate goal is fair, accessible elections that are administered efficiently.

DISCUSSION:

Election consolidation, in which school elections are run in cooperation with other local, county, state and federal elections occurred over a decade ago. Since then, local and county clerks have worked with school districts to administer school elections. Most of the items documented in the agreement/report are required by election law but allow for adjustments by local entities to maximize efficiency or common-sense practices. For example, in Kent County, most school districts encompass multiple jurisdictions. In these cases, the county clerk may fulfill a particular requirement instead of creating redundancy by having several local clerks addressing only their respective portion of the broader school district.

The Wyoming City Clerk serves as the election coordinator for several school districts, including Byron Center, Godfrey-Lee, Godwin Heights, Grandville, Kelloggsville, Kentwood, Wyoming, Grand Rapids Community College and the Kent Intermediate School District. Except for Godfrey-Lee, all school districts that cover Wyoming city limits are served by multiple local clerks. The agreement with Godfrey-Lee has some minor variations because it is located entirely within Wyoming city limits and is served by only the Wyoming City Clerk.

The 2021 agreements/reports have been reviewed and modified from previous versions to address changes in practice or election law.

BUDGET IMPACT:

Cost and revenue (reimbursement from the school districts) from stand-alone school elections varies greatly and has nominal effect on the budget.

**WYOMING PUBLIC SCHOOLS
ELECTION COORDINATING COMMITTEE
REPORT/AGREEMENT TO SECRETARY OF STATE
FOR CONDUCT OF SCHOOL DISTRICT ELECTIONS**

**Kent County, Michigan
Effective: March 26, 2021 through January 31, 2025**

SCHOOL DISTRICT:	Wyoming Public Schools
ELECTION DATE:	Biennially – Even year November
BOARD POSITIONS:	Seven Positions
TERMS:	Six Years
COUNTIES:	Kent
ELECTION COORDINATOR:	Lisa Posthumus Lyons, Kent County Clerk

COMPONENT JURISDICTIONS & COORDINATING MEMBERS:

Kent County	Kent County Clerk City of Grandville Clerk	City of Wyoming Clerk
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This Report/Agreement outlines the duties and responsibilities for conducting elections in the Wyoming Public Schools School District for a four-year period, expiring January 31, 2025.

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CONDUCT OF ELECTIONS for WYOMING PUBLIC SCHOOLS:

1. Election Coordinator Duties and Responsibilities:

The Kent County Clerk shall serve as the “Election Coordinator” for the Wyoming Public Schools School District and shall perform the following duties:

- a. Receive filing fees or nominating petitions and affidavits of identity from candidates for school board [MCL 168.301];
- b. Receive requests from the school board to hold special elections (MCL 168.301, MCL 168.646(a));
- c. Certify candidates (MCL 168.301);
- d. Receive notices of withdrawal of candidate for school board [MCL 168.303];
- e. Receive ballot proposal language by resolution of the school board [MCL 168.301, MCL 168.646(a)];
- f. Receive petitions for special elections called pursuant to MCL 168.641(4). [See also: MCL 168.302(a) & MCL 168.646(a)];
- g. Schedule any special election called pursuant to MCL 168.641(4);
- h. Provide notice via email to all coordinating members within 5 business days of filing deadline;
- i. Setup, proof, and print ballots for all jurisdictions within Kent County;
- j. Provide proof of each ballot example, to be used within Kent County, to school district administration;
- k. Order precinct supplies for all jurisdictions within Kent County
- l. Program and code voting equipment for all jurisdictions within Kent County;
- m. Publish the “Notice of Registration” and “Notice of Election” for all jurisdictions within Kent County;
- n. Present election results to the Kent County Board of Canvassers for the Official Canvass of the school election [MCL 168.307];
- o. Provide election day “support”/ ”troubleshooting” for all jurisdictions within Kent County;
- p. Maintain certified records of the Board of Canvassers of the election results and provide copies to the school district President. Also, provide copies to the Kent County Treasurer, Kent County Equalization and State Treasurer, where applicable;
- q. Provide notice to the individuals declared elected to the office of school board member within 5 business days after canvass certification [MCL 168.309];
- r. Execute and deliver to the individual declared elected a “Certificate of Election” [MCL 168.308];
- s. Prepare a verified account of the actual costs of conducting a special election;
- t. Present a verified account of the actual costs of conducting a special election not later than 84 days after the date of that election to the school President [MCL 168.315];
- u. Perform any other functions necessary to conduct the elections in accordance with applicable law.



2. Local Coordinating Committee Members, shall perform the following duties:

The local city or township clerks, as Coordinating Committee Members, shall perform the following duties:

- a. If a city or township is holding an election for elective offices or a ballot question at the same time that a school district located in the city or township is holding an election, the city or township clerk shall also conduct the school district election with his or her jurisdiction [MCL 168.305];
- b. Township/City Election Commission will adopt resolution to consolidate precincts 60 days prior to the election if applicable, and local clerk shall provide notice of intent to Election Coordinator not later than 69 days prior to the election [MCL 168.659];
- c. Provide voting equipment [MCL 168.301];
- d. Handle Qualified Voter File (QVF) related responsibilities (e.g., setting up election, production of precinct lists, updating voter history).
- e. Perform the necessary testing of voting equipment, and publish the appropriate “Notice” for such test;
- f. Issue, distribute, receive and process absent voter ballots (A.V. ballots) [MCL 168.301];
- g. Be available on the weekend preceding Election Day for 8 hours, pursuant to MCL 168.761b;
- h. Be available on Monday preceding the election for in person election business;
- i. Coordinate the hiring and scheduling of election inspectors for each precinct;
- j. Provide and prepare precincts for election day;
- k. Store voted ballots;
- l. Prepare a verified account of the actual costs of conducting a special election;
- m. Present a verified account of the actual costs of conducting a special election not later than 84 days after the date of that election to the school President [MCL 168.315];
- n. Perform any other functions necessary to conduct the elections in accordance with applicable law.

3. Non-participating Local Coordinating Committee Members, shall perform the following duties:

The Coordinating Committee Members that “Opt out” shall perform the following duties:

- a. Distribute, receive and process AV ballot applications;
- b. Open their office on the weekend preceding Election Day for 8 hours, pursuant to MCL 168.761b;
- c. Be available the Monday preceding Election Day for election business;
- d. Be available on Election Day while polls are open from 7:00 AM to 8:00 PM for the purposes of same day registration and collecting AV ballots, pursuant to MCL 168.497;
- e. Communicate with accepting coordinating members that they have, or do not have AV ballots for tabulation, at close of polls.

4. Wyoming Public Schools Duties and Responsibilities:

The Wyoming Public Schools shall perform the following duties:

- a. The Secretary, or designee, shall certify to the County Clerk the wording of the ballot question to be submitted to the voters at a regular or special election not later than 4 p.m. on the twelfth Tuesday before the election. [MCL 168.646a(2)];
- b. Proofread each ballot example and provide approval to each sending county
- c. Within 3 days after the appointment to fill a vacancy, the Secretary, or designee, shall provide written notice of appointment to the Election Coordinator. Notice shall include name, address and office of person who vacated the office and of the person filling such vacancy [MCL 168.311];
- d. The School Board shall pay or disapprove all or a portion of the verified account of actual costs of conducting the election within 84 days after receiving the verified account [MCL 168.315];
- e. Within 10 business days of notification of election to the Board, the elected member shall file acceptance of the position with the school district, and the school district will forward the acceptance to the Election Coordinator. Before assuming the duties of the Board, the elected member shall be administered the oath of office by an individual authorized under law
- f. All other duties required of a Secretary, or designee, to conduct the school election in accordance with applicable law.

5. City/Township Election Commission:

- a. The City/Township Election Commission may by resolution and pursuant to MCL 168.659, consolidate precincts during a special election
- b. Clerks desiring to consolidate precincts for special elections, shall notify the Election Coordinator of their intent not later than 69 days before the election



Precinct consolidation is governed as follows:

- In an instance where a local school district, intermediate school district or community college district is divided into two or more precincts, the precincts may be combined to conduct any election scheduled in the school district. A *consolidated* precinct cannot contain more than 5,000 registered voters.
- Precincts cannot be consolidated if the school district's election is held on the same date as an even-numbered year November election, an even-numbered year August primary, a special statewide election, or a special federal election.
- In order to consolidate precincts, a resolution must be adopted by the appropriate election commission at least 60 days prior to the election. When determining whether to consolidate precincts for an upcoming election, the election commission must consider the complexity of the ballot and the anticipated turnout for the election.
- If a decision is made to consolidate precincts, **whole precincts** must be combined; the precincts involved in the consolidation cannot be divided.
- If a consolidated precinct will make it necessary for voters to attend a different polling place location, the local election commission must notify the voters of the new polling place location by mail "or other method designed to provide actual notice to the registered electors." On the day of the election, the local election commission must post a notice at each polling place location eliminated for the election. The notice must include directions to the polling place location the voters must attend.

6. County Election Commission Duties and Responsibilities:

The County Election Commission for each county coordinating member shall perform the following duties and be responsible for:

- a. Approve a resolution to consolidate precincts within their respective county when voters are relocated to another city or township during a special election. When determining whether to consolidate precincts for an upcoming election, the election commission must consider the complexity of the ballot and the anticipated turnout for the election.
- b. Proofread all ballots, unless delegated to the office of the County Clerk.
- c. Approve ballots for printing and deliver ballots to local clerks within their respective county no later than 45 days prior to the election.

7. Other Issues:

- a. This Report/Agreement may be altered or revised in writing upon the consent of the undersigned jurisdictions.
- b. This Report/Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- c. If any clause, provision or section of this Report/Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, or changed by legislative action & enactment the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions or sections.
- d. This Report/Agreement is binding on the undersigned jurisdictions until the date of its expiration or until such time as a revised Report/Agreement is filed with the State of Michigan, Department of State, Bureau of Elections.



IN WITNESS WHEREOF, the undersigned jurisdictions have executed this Report/Agreement by and through their respective duly authorized representatives as of the date so indicated.

Kent County

X	Kent County Clerk, Lisa Posthumus Lyons
X	Grandville City
X	Wyoming City

Wyoming Public Schools

X	Wyoming Public Schools Board Secretary or Designee
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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PROGRESSIVE AE
TO UPDATE THE CITY OF WYOMING THOROUGHFARE PLAN AND AUTHORIZE THE
MAJOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Progressive AE has provided Wyoming with a proposal to update the City of Wyoming Thoroughfare Plan, at an estimated cost of \$44,500.
2. This thoroughfare plan update can be financed out of the Capital Improvement Fund account no. 400-441-17500-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby accepts a proposal from Progressive AE to update the City of Wyoming Thoroughfare Plan, at an estimated cost of \$44,500.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the attached contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

STAFF REPORT

Date: April 28, 2021

Subject: 2020-2045 Thoroughfare Plan

From: Russ Henckel, Assistant Director of Public Works/Engineering

Meeting Date: May 3, 2021

RECOMMENDATION:

We recommend that the City Council authorize Progressive AE to update the City of Wyoming Thoroughfare Plan.

COMMUNITY, SAFETY, STEWARDSHIP:

A reliable transportation network provides safe and efficient transportation for all modes of travel and minimizes pollution with idling vehicles and unnecessary fuel consumption. Additionally, an efficient transportation network adds to the economic vitality of the City of Wyoming.

DISCUSSION:

Periodically, the City of Wyoming updates the Thoroughfare Plan to ensure the City's transportation network continues to evolve and meet the needs of the growing community. The Thoroughfare Plan takes a long-range future look and predicts community growth and forecasts the impacts on traffic and the transportation system. The previous plan was updated in 2011 and forecasted traffic demand from 2010-2025. Wyoming recently requested proposals to update the Thoroughfare Plan from 2020-2045 and consider traffic demands, safety analysis and multi-modal improvements throughout Wyoming. Wyoming received one proposal for the 2020-2045 City of Wyoming Thoroughfare Plan update from Progressive AE in the amount of \$44,500.

It is in the best interest of Wyoming to have Progressive AE perform the update to the Thoroughfare Plan in the amount of \$44,500 and approve the corresponding contract.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-17500-806.000.

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

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

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

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

"Effective Date" means: April 28, 2021

"Professional" means: Progressive AE
[Name of professional entity]

A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1811 4 Mile Road, NE
[Professional's street address]
Grand Rapids, MI 49525
[Professional's city, state & zip]

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

"Services" means: Update Wyoming Thoroughfare Plan
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Progressive AE

[Professional's name]

By: William Walter Culhane
Digitally signed by William Walter Culhane
DN: cn=US, email=wculhane@progressiveae.com, o=Progressive AE
Reason: I have reviewed this document
Date: 2021.04.28 11:31:43-0400

[Signature officer, director or principal of Professional]

William W. Culhane, principal

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

Date signed: April 28, 2021

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
- D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
- E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

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

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

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

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

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

ACKNOWLEDGEMENT

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

William Walter Culhane

Digitally signed by William Walter Culhane
DN: C=US, E=culhaneb@progressiveae.com,
O=Progressive AE, CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2021.04.28 13:20:20-04'00'

[Signature]

William W. Culhane, principal

[Printed Name and Title of Person Signing]

Progressive AE

[Printed Name of Professional]

Date signed: April 28, 2021

**Exhibit B
Proposal**



City of Wyoming

2020-2045 Thoroughfare Plan | April 1, 2021

April 1, 2021

Mr. Russ Henckel, Assistant Director of Public Works
City of Wyoming Engineering Department
2660 Burlingame Avenue
Wyoming, MI 49509

Dear Mr. Henckel,

There is something to be said about good infrastructure management. Too often it is under appreciated and taken for granted. The City of Wyoming lives these experiences daily, with many unaware of planning efforts such as the Wyoming Thoroughfare Plan.

Wyoming is unique. This is true both intentionally and unintentionally as many factors have influenced the history and development of this prideful community. Although Wyoming differs from many traditional downtown areas, it does serve as the identity of a population, an economic incubator, and a cherished place for sharing community with our neighbors. Transportation infrastructure is vital to the success of a prosperous city and is being emphasized more and more to help support the needs of its users.

The Wyoming Thoroughfare Plan has served the community well and is expected to continue to do so. This latest plan update is proposed to be completed in strong coordination with the Grand Valley Metropolitan Council, their regional modeling software, transportation analysis zones, traffic counts they manage, and expertise with growth projections. Our team of transportation experts, long lasting relationships with GVMC staff, history of work with the City of Wyoming, and other local municipal experience is unmatched in West Michigan.

The Progressive AE team is excited to respond to this request for proposals with two unique bodies of work for consideration. Part A is proposed to update the previous City of Wyoming Thoroughfare Plan with a fresh look and GIS services to provide efficiencies for future plan updates. Part B is proposed as a Mobility plan that extends beyond the traditional engineering approach of infrastructure management to capitalize on coordination efficiencies, modal hierarchy needs, and pragmatic decision making to promote safe and balanced mobility systems. The flexibility offered with this approach would allow for both parts to be completed simultaneously or independently to best fit the fiscal and planning priorities of the community.

It is strongly believed that the completion of both parts will ultimately provide the best opportunities for making the right investments for future mobility needs for the citizens of Wyoming. It would be our pleasure to discuss this proposal with you further to truly get a glimpse of the passion we have for infrastructure. Thank you for being great partners over the years and we look forward to your continued success.

Sincerely,

Progressive AE



Chris Zull, PE

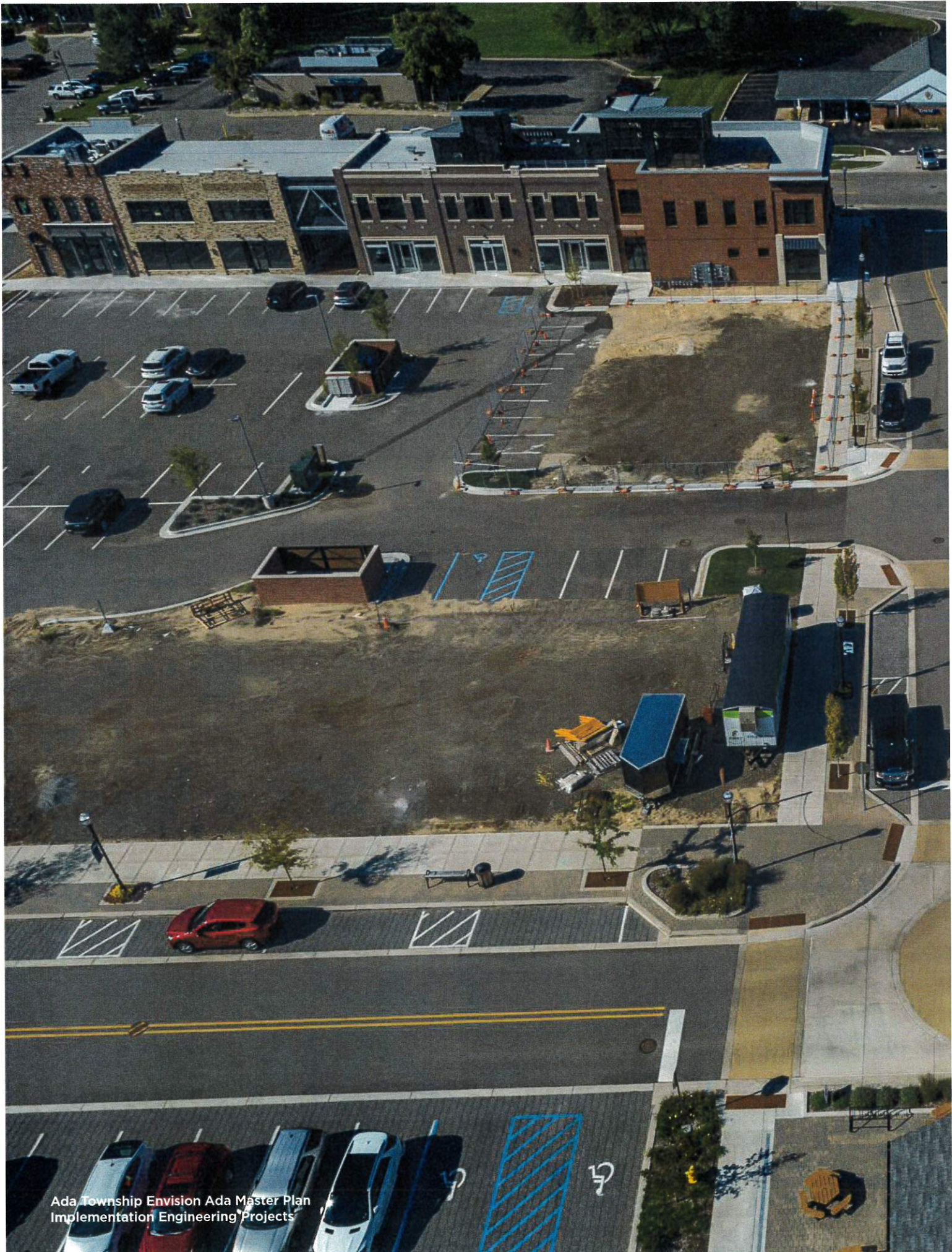
Project Manager, Transportation Practice Leader



**CITIES ARE NOT BORN GREAT. THEY
BECOME GREAT WHEN THEY DEVELOP
A GREAT PUBLIC SPACE SYSTEM.**

Table of Contents

P 01	Firm Overview
P 05	Project Approach & Understanding
P 13	Project Team
P 21	Proposed Fee



Ada Township Envision Ada Master Plan
Implementation Engineering Projects



Firm Overview

Project Approach &
Understanding

Project Team

Proposed Fee

Firm Overview

Progressive AE's workforce is a unique blend of creative people who think strategically, and strategic people who work creatively. The firm is guided by Performance Based Design, a fundamental and forward-thinking philosophy. Through Performance Based Design, we commit to optimizing performance for clients and validating results post-occupancy.

FULL SERVICE ARCHITECTURE & ENGINEERING FIRM	59 YEARS OF EXPERIENCE	
ACTIVE IN 48 STATES	10 MARKETS	140+ DESIGN AWARDS
225+ SKILLED PROFESSIONALS		LOCATIONS = 2

Full Service Expertise

One thing we know is each client faces unique needs that must be met, while keeping the future in mind. This is exciting to us. No challenge is too great, thanks to our comprehensive range of services. Whatever discipline is required, we have subject matter experts on hand to find the right solution.

Our Areas of Expertise Include:

- Architecture
- Design-build
- Engineering
- Interior Design and Procurement
- Landscape Architecture
- Urban Planning
- Planning and Consulting
- Procurement
- Transportation Engineering
- Water Resources

Our Goal: Driving Performance

We seek purposeful solutions to drive your organization's performance. To this end, we work in a wide range of industries — from industrial plants to retail stores. Each is home to a dedicated, multi-disciplinary team whose talents are marked by fresh design, technical precision and productive spaces. Having experts who specialize in your industry brings you a tremendous experiential advantage and a deep knowledge base of what you do, current trends and critical elements of success.

Where We Work:

- Community
- Healthcare
- Housing
- Industrial
- Learning
- Retail
- Senior Living
- Sports
- Workplace
- Worship

Transportation Expertise

Our firm has continued to innovate for more than half a century. We have gained considerable wisdom over those years and seen remarkable growth with offices in Michigan and North Carolina and active work in the 48 contiguous states. With 230+ professionals and a full range of expertise, Progressive AE is leading the way in thought leadership and innovative design.

One thing we know is each client faces one-of-a-kind needs that must be met, while keeping the future in mind. This is exciting to us. No challenge is too great, thanks to our comprehensive range of services.

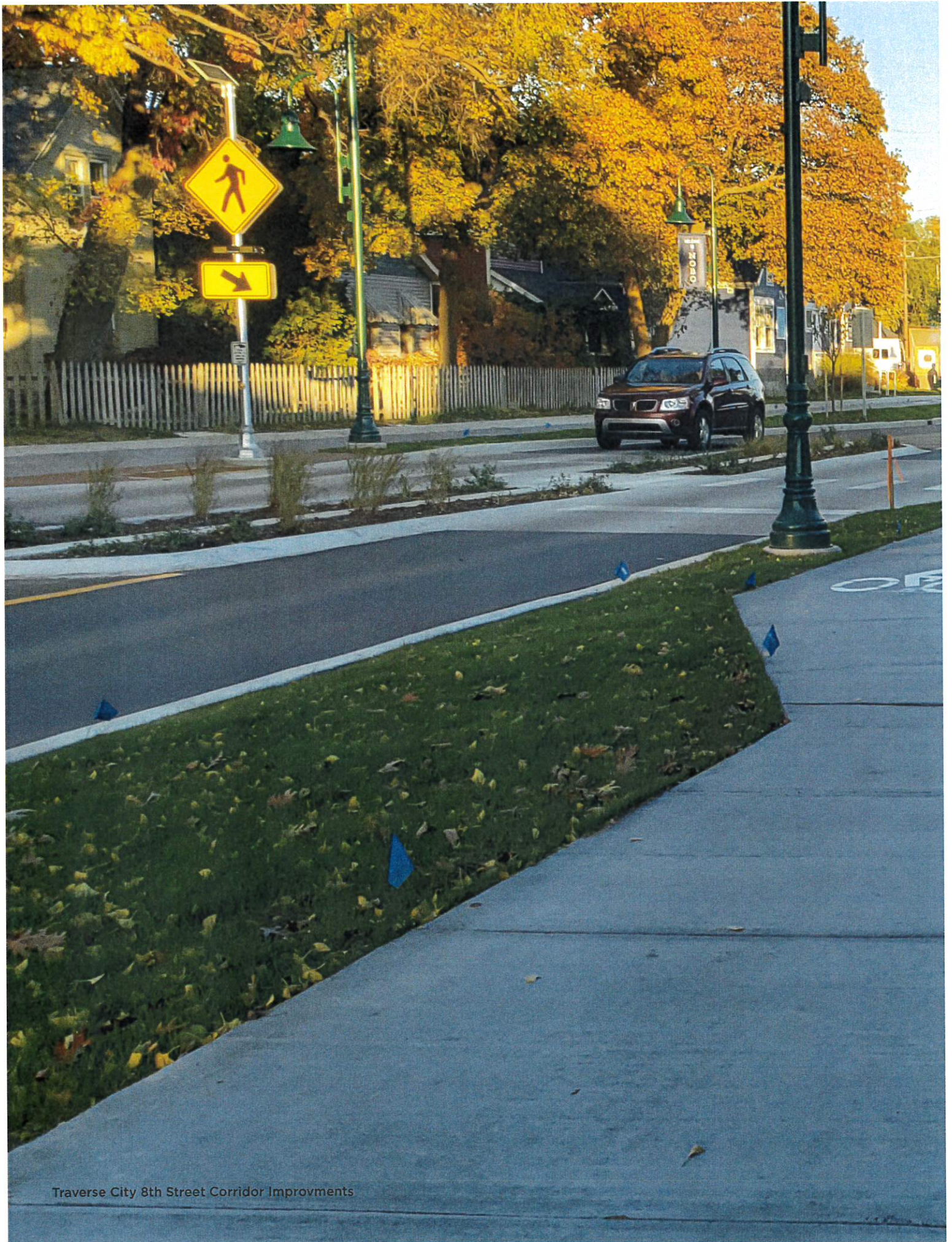


We are passionate about enhancing communities and understand the important role transportation engineering plays to make this happen. To this end, Progressive AE employs a dedicated group of transportation engineers who are experts in their fields. Our transportation engineers excel in transportation planning, transportation engineering, traffic analysis and signal design. They stay abreast of industry trends and best practices, making them well-equipped to speak the language of other transportation engineers, government officials, and concerned citizens.

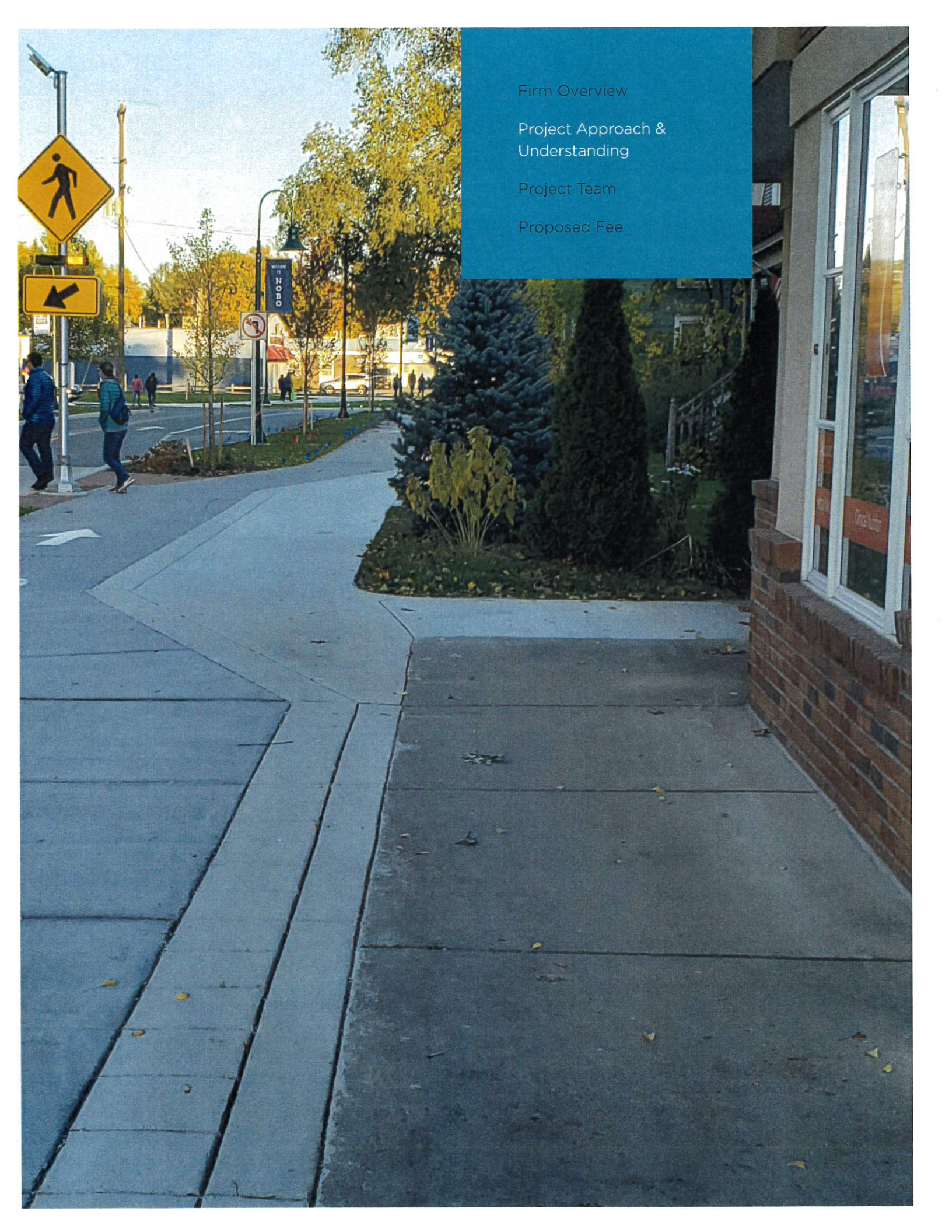
Progressive AE has been involved with numerous transportation projects for a variety of clients including universities, local municipalities, Department of Transportation, and private sector clients. Through projects with these agencies, we have improved the efficiency of transportation systems through the planning, design, operations, and maintenance of existing infrastructure.

Services Include:

- Corridor Studies
- Intersection/Corridor Safety Studies
- Road Diets/Street Conversions Analyses and Design
- Traffic Calming Programs and Design
- Roadway/Street Design
- Roadway Pavement Marking and Signing Plans
- Roundabout Design & Analysis
- Work Zone Maintaining Traffic/Detour Plans
- Non-Motorized and Pedestrian Data Collection
- Traffic Data Collection
- Traffic Impact Studies
- Traffic Signal Warrant Studies
- Traffic Signal Design
- Traffic Signal Optimization Studies



Traverse City 8th Street Corridor Improvements

A photograph of a city sidewalk with a blue overlay containing a table of contents. The sidewalk is made of concrete slabs and leads towards a street with trees and buildings. A large evergreen tree is on the right side of the sidewalk. In the background, there are people walking and a building with a sign that says "NORO".

Firm Overview

Project Approach &
Understanding

Project Team

Proposed Fee



Project Approach

The 2010-2035 City of Wyoming Thoroughfare Plan is due for a refresh. The City has issued a request for proposals to update the previous plan which included traffic volumes, capacity analysis, future conditions projections, volume to capacity ratios and recommendations for capacity and safety improvements.

This proposal was developed with the intent to analyze and present information similar to the previous plan (Part A) as well as identify additional policies, practices, and procedures that would complement infrastructure investment strategies with modern mobility needs (Part B). These work items are quantified separately and can be accepted in part or as a whole.

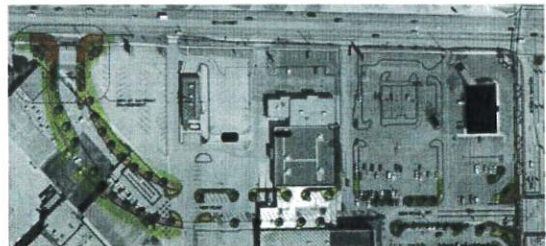
Furthermore, the 2020-2045 City of Wyoming Thoroughfare Plan will be developed with recognition of the City of Wyoming updated master plan (Wyoming [re]Imagined 2020), and opportunities for collaboration. For example, the updated master plan, as well as the Grand Valley Metro Council, focus on utilizing metrics to help guide decision making. This thoroughfare plan update will be one of those sources for valuable metrics and data, as well as opportunities for future data monitoring efforts and reporting.

Part A - 2020-2045 City of Wyoming Thoroughfare Plan

The intent for this section of the proposal is to update and prepare the information represented in the 2010-2035 Thoroughfare Plan. This work will include an introduction to the plan, reporting of existing conditions (including: functional classification, volumes, number of lanes, level of service, right's of way, traffic signals, on-street parking, crash analysis, speed limits, truck routes, transit routes, and non-motorized facilities), future 2045 conditions, and recommendations for both roadways and non-motorized facilities.

Work items will include the following:

1. Coordination with the Wyoming future land development plan and the Grand Valley Metropolitan Council and their modeling software with transportation analysis zones to help project future growth for the City of Wyoming and the anticipated increase in trips.
2. Represent any changes to the functional classification map as managed by the Grand Valley Metropolitan Council for the City of Wyoming.
3. Collect and Map 2020 Wyoming and MDOT annual traffic count information to draw comparisons to the previous thoroughfare plan and calculate volume to capacity ratios (recognizing potential pandemic impacts and factors for future expected traffic volumes).
4. Map out vehicle travel lanes throughout the network, paying special attention to any facilities that may have been built or converted to different configurations (i.e. road diets).
5. Identify roadway segments and their corresponding levels of services when compared to Highway Capacity Manual peak flows for existing conditions.
6. Map out existing right's of way widths for corridors throughout all of the City of Wyoming.
7. Identify and map all signalized intersections throughout the system and project intersections that may require future signalization.
8. Characterize any arterial on street parking facilities as they have the potential to impact vehicle capacity.
9. Utilizing Michigan Traffic Crash Facts, each thoroughfare intersection will be analyzed to understand the last three years of crash data and where improvements may be recommended based on average crash rates.
10. Document existing speed limits, truck routes, transit routes, and the non-motorized networks.
11. Detail 2045 future traffic volumes based on exiting volumes and growth rates as determined by the Grand Valley Metropolitan Council.
12. Calculate 2045 future traffic volume to capacity ratios for all thoroughfare segments and highlight those segments greater than .9.
13. Make recommendations (such as road diets, new signals, turn lanes, etc.) related to traffic capacity needs in a format that is compatible for future study and presentation to the Grand Valley Metropolitan Council for future grant funding considerations.
14. Make recommendations related to non-motorized networks also in a format that could be considered for future grant funding opportunities.
15. Special attention in regards to recommendations will be given to specific areas such as the Burton Street Corridor, Metro Hospital/Metro Health Village, opportun
16. Document trends and explore future infrastructure and mobility technologies such as electric vehicles, autonomous transportation, micro transit, sharing transportation culture, and non-motorized advancements.
17. Prepare a summary of findings, recommendations, and analysis in a highly graphic report in both physical and digital formats.



WYOMING STREETSCAPE

City of Wyoming, Michigan
December 2014

NEW ROAD STREETSCAPE CONCEPT

CONCEPTUAL PLAN

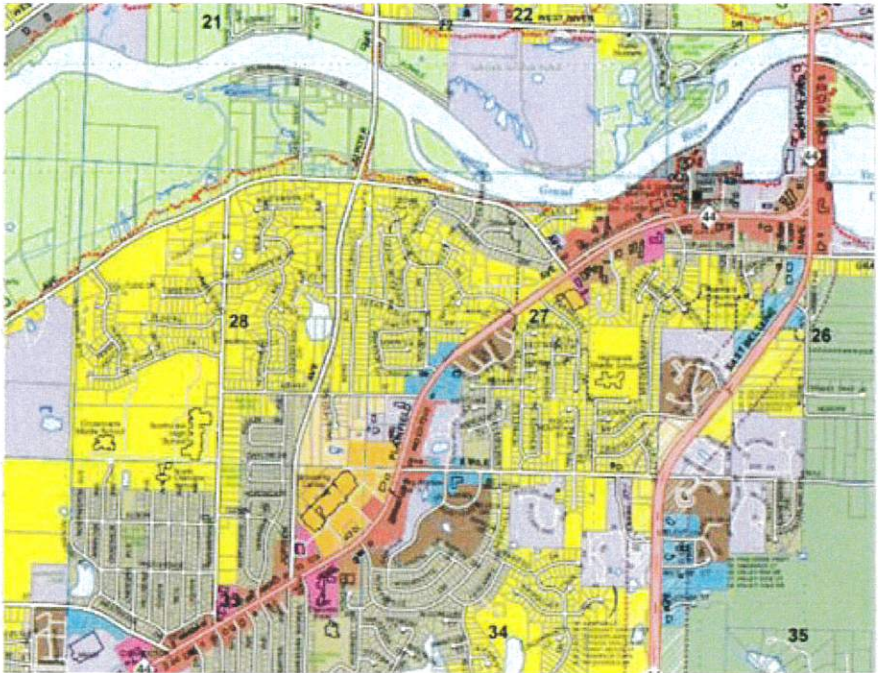
PROGRESSIVE

PLAINFIELD CORRIDOR ZONING

ZONING LEGEND

	Well Head Protection Overlay		LI, Light Industrial
	Flood Zone Overlay		O, Office
	10 Mile Road Overlay		PUD, Planned Unit Development
	Natural Rivers Overlay		R-1, Residential
	Northeast Beltline Overlay		R-1A, Residential
	C-1, Commercial		R-2, Residential
	C-2, Commercial		R-3, Residential
	C-3, Commercial		R-4, Residential
	C-4, Commercial		RE, Rural Estate
	C-5, Commercial		RP, Rural Preserve
	I, Industrial		VC, Village Commercial

Reimagine Plainfield



Work items will be completed in coordination with the Grand Valley Metropolitan Council and their regional modeling expertise. Growth projections and transportation analysis zones will be collected to project future travel demand and the resulting impacts to levels of service and potential infrastructure needs.

Additionally, GIS mapping and graphical representation of data will utilize the available REGIS and City of Wyoming data sets along with newly collected information. The project has budgeted up to 24 traffic counts to calibrate the GVMC regional travel demand model. Any newly created GIS data layers such as truck routes, speed limits, signal locations, etc., will be provided to Wyoming in addition to the final report.

Part A of this scope of work is largely anticipated to be completed with direction of key staff leading to significant amounts of independent work. Monthly check in meetings will be conducted to detail progress, request information, and discuss findings when appropriate as to have the document complete by October 1, 2021.

Part B – Mobility Plan

Despite good capacity and safety analysis, the mobility needs of tomorrow are presenting unique challenges today. Ride sharing, autonomous vehicles, increased delivery services, remote learning, and work from home practices are just a few factors influencing mobility trends. Evolving housing types, population trends, social activities, commerce styles, placemaking, and recreation are all influencing the way we move.

A key factor relating to the safety of mobility systems relates back to a fundamental physics law: $F=ma$ (Force equals mass times acceleration). In a word, speed. Self-enforcing design, context sensitive solutions, and proper non-motorized facilities are necessary to promote balance and safety for all users. This scope of work is proposed to document modern mobility practices specifically tailored to the City of Wyoming, consistent with the master plan, to provide the roadmap for future infrastructure design to support all modes and all users.

PROJECT SELECTION - This plan would assist with project prioritization by establishing the framework, goals, and objectives for the preservation and reconstruction of streets throughout the City of Wyoming. To achieve these goals, it is proposed that each year city staff will submit a five-year capital work program and annual project list for approval; which will then be sent to the City Commission as part of the budget process. City staff will use a data-driven approach to evaluate and prioritize projects, considering metrics tied to plan goals. The plan would require that the City consider asset management, balance and distribution across the city, outcomes from engagement, maintaining access, completion of safe walking and bicycle routes and coordination with other projects when making decisions.

FUNDING - A practice will be developed to encourage city staff to look to leverage other funding opportunities, such as grant opportunities, private partnerships, development projects, and where asset investments overlap (e.g. water, sewer, schools, others).

ASSET MANAGEMENT - A PASER rating (Pavement Surface Evaluation and Rating) measures pavement condition. The Grand Valley Metropolitan Council (<http://gvmc.org>) collects this common metric and should be considered as part of project selection. This tool will be further explained and emphasized for use in the plan.

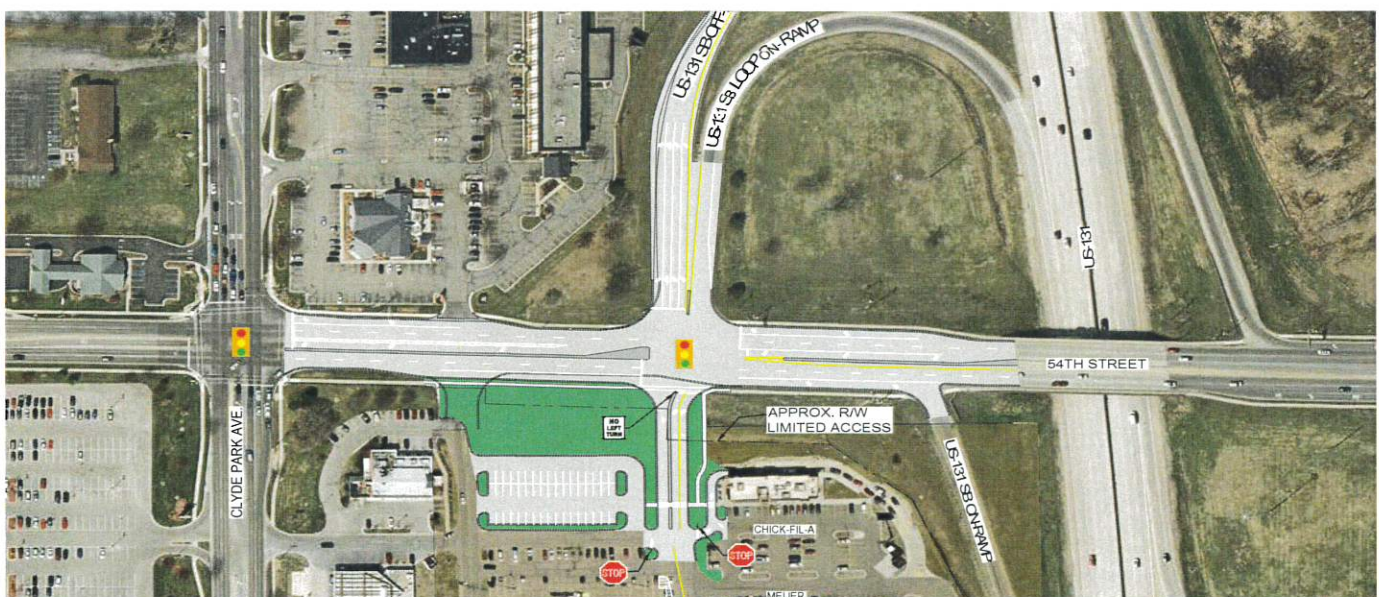
DESIGN GUIDELINES - This mobility plan proposed to identify 3-9 metrics to be presented each year on behalf of the City of Wyoming that will be used to identify streets most in need of immediate repair. This approach is intended to rely heavily on asset management through preventative maintenance, rehabilitation and then reconstruction. The right type of maintenance must be done at the right time in the life of a facility to preserve the investment and avoid shortening facility life, otherwise more extensive and often more expensive investments may be required sooner in the life of the facility.

SAFETY - It is recommended for this mobility plan to recognize and create a Vision Zero initiative for making design and investment decisions. Information on crash locations and severity will be used to identify critical safety hotspots that can be addressed through infrastructure projects. Other considerations may include areas where there are excessive vehicle speeds with high levels of pedestrian or bicyclists or incompatible speeds and routes for emergency services.

CONNECTIVITY AND CONTINUITY - To build out the multimodal transportation system in Wyoming, projects may be needed to complete key gaps. Projects may be prioritized to provide access to community destinations like parks, schools and employment centers. This will be measured by buffering around key public destinations and existing bicycle and pedestrian facilities to determine where opportunities might lie. The existing walkway improvement prioritization process is a component of this element.

ECONOMIC DEVELOPMENT - Projects can also leverage other benefits to the community, such as network efficiency, economic development opportunities, community development, and operational efficiencies. These other factors include an analysis of equity and access to opportunity.

WALKWAY IMPROVEMENT PRIORITIZATION CRITERIA - This mobility plan will develop a Walkway Improvement Prioritization Process which ranks potential walkway projects - based on the Comprehensive Plan walkway priorities and other appropriate measures. The criteria include: safety, connection to services and facilities, completion of links in the system, connection to transit, existing infrastructure, distance from a school, and location in relation to arterials.



City of Wyoming 54th Street Improvements

- Does the route demonstrate a need, such as signs of pedestrian use (Goat Path) or have public interest for the installation of a walk?
- Does the route on a street that is a transit route or provide access to transit?
- Does this route connect to community facilities (parks, medical facilities, adult foster care, rehab) or commercial centers (shopping, retail, university)?
- Is this a safe route for schoolchildren to and from school?
- Does the location provide access to a variety of amenities (Dining, groceries, shopping, parks, schools and entertainment)?
- Does this route complete gaps in the City's walkway system?
- Does the project have grants or private development funds secured to offset the overall cost of this project?
- Is this route along a major, minor or local roadway?
- Is there existing infrastructure along this route that will significantly reduce project costs?
- Has there been public support or concern regarding the development for this route?

Performance Metrics

This plan will be designed, constructed, and maintained to meet the goals and objectives identified by the residents of Wyoming. By focusing on the goals community members would like to see for their streets in conjunction with the application of professional judgement on matters regarding safety, cost, maintenance, and vulnerable road user accommodations, designers can make choices and weight difficult tradeoffs in design decisions with the confidence that they know what to solve for. Goals will be utilized from the Wyoming [re]imagine master plan and input from staff and key stakeholders.

Examples of objectives could include:

- » Reduced conflict, greater predictability, and more transparency in street design
- » Increased coordination
- » Consistent baseline guidelines
- » Institutionalized "life-cycle" thinking and design
- » Clear methods for prioritization and selection
- » Metrics and methods for performance evaluation
- » Increased accessibility throughout the city
- » Progress toward achieving a vision of zero traffic-related fatalities

Success Measures

Projects will be evaluated by how well they meet the goals and ideals of Wyoming citizens, which considers all modes of travel. The most common metric used in traditional transportation studies is Level of Service (LOS), which is a measure of delay and density of traffic. However, this conventional approach overlooks road users who are not driving. Overbuilding for a single transportation mode, rather than considering the effects of decisions on all modes and users is important to ensure all persons in the City of Wyoming have access to opportunities through the development and evolution of an effective transportation system.

The goals may include:

- » Street fatalities and injuries decrease for all age groups.
- » The number of trips by walking, bicycling, and transit increases.
- » Vehicle travel is reduced.
- » Prevailing speeds of vehicles on local streets decrease.

- » Stormwater runoff is reduced.
- » Water quality improves.
- » Retail sales and tourism increase.
- » Positive resident experience.

Project Initiation and Implementation Process

Once identified for funding, the planning, development, and design of projects is a process that occurs over multiple steps. Professional judgement will be used to group, consolidate, or phase streets segments into logical projects. Projects may be several block lengths, one or two blocks, or even portions of a block. Project identification and packaging will consider other qualitative factors, such as modifying the project area or scope to address gaps in the multimodal network or to lessen impacts on residents or businesses.

Plan Document

Each of the above-mentioned plan sections will be presented in a well-documented and staff focused manual to assist with the regular consideration and execution of capital planning and project selection. This document is not intended to replace the current Wyoming best practices but aims to enrich the existing processes and add emphasis to considerations that may have been underrepresented in the past.

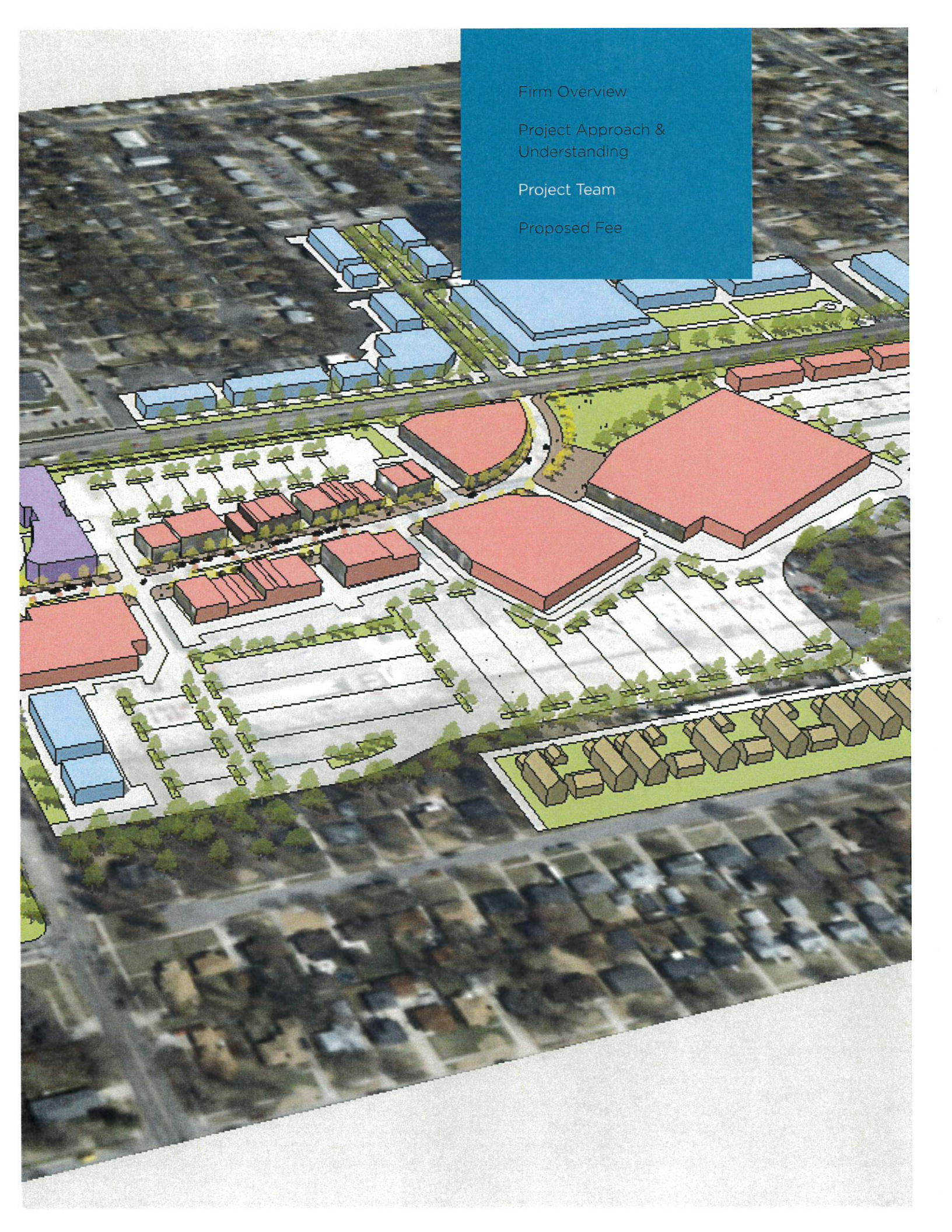
The above Mobility Plan work is anticipated to be completed with strong coordination with City staff and limited community engagement, as much of the community engagement has been completed with the [re] imagine Wyoming master plan process. A presentation of the draft plan to the City Commission can be accommodated within the project budget, as directed by Wyoming.



City of Grand Rapids Cherry Street



City of Wyoming Crescent Street



Firm Overview

Project Approach &
Understanding

Project Team

Proposed Fee



Progressive AE Corporate Office



Progressive AE did it right.

They are a company that keeps their promise, honors everything that is in the relationship, never walks away when things are troubled, charges in and helps us get things done. They always advocate for us.

Dan Gaydou, President, MLive Media Group

The Progressive AE Team

Progressive AE's team of municipal engineering and planning experts deliver high-performance spaces designed to drive your organizational goals. Perhaps even more important than what we do is why we do it. The answer is simple: your success matters to us.

We predicate our recommendations on the vision you aspire to achieve. Throughout your project, we'll employ certain measures, as well as design and validation checkpoints. We validate organizational performance improvements once your company is operating in its transformed environment.

There is a powerful sense of fulfillment that comes from what we do. It is rewarding to celebrate our clients' achievements, and it's a privilege to know we were integral in the process. Our approach is holistic and your involvement throughout the process is key. Together we are committed to exceeding your expectations.

CITY OF
Wyoming
MICHIGAN



Christopher Zull, PE
*Project Manager, Senior
Transportation Engineer*



Engineering

Nick LaCroix, PE
*Senior Transportation
Engineer*

Steve Teitsema, PE
Senior Civil Engineer



Community Engagement

Suzanne Schulz, AICP
Senior Urban Planner



Partner

Grand Valley Metropolitan
Council



Christopher Zull, PE

Transportation Practice Leader

zullc@progressiveae.com

Phone: 616.365.2664

Chris has over 17 years of experience as a transportation engineer, spending the last 15 years working for the City of Grand Rapids, most recently as the Traffic Safety Manager. In this role, Chris managed the Lighting, Signals and Signs Department which provides off-hours and emergency services.

Chris has been responsible for the oversight of staff and consultants for the conversion of over 40 miles of road diet from 4-lanes to 3-lanes in Grand Rapids. Key project components included review and update of roadway geometrics, pavement marking layout, parking management with local business owners and invested stakeholders, bicycle lane design and connectivity, appropriate signing and signal head alignment updates, in depth public engagement and educations, crash analysis, traffic volume data collection and analysis for both before and after conditions.

Education

Michigan State University
Master of Science in Civil Engineering

Michigan State University
Bachelor of Science in Civil Engineering

City of Grand Rapids, Burton Street from Division to Breton, 2012-18

A cross-town connector in a more suburban area of Grand Rapids, 3.7 miles. The network does not allow for many alternative options for traffic, with an ADT around 18,000 vehicles. It went through several neighborhoods, as well as near schools, shopping, and parks. The road diet happened over several phases as it aligned with construction projects and as public concerns were addressed through the engagement process of public meetings. The project included the installation of a new signal, pavement marking improvements, adding bike lanes, and signing upgrades. The 85th percentile speed was reduced by approximately 9 mph. Speeding citation were reduced by 81%. Severe injury crashes were reduced by 66%.

City of Grand Rapids, Alpine Avenue from Leonard to Pannell, 2015

Alpine Avenue is a major commuting corridor that was also a truck route and there was a great deal of public concern about reducing capacity. The addition of bike lanes was met with resistance by residents, motorists, and businesses. The road diet was for 1 mile and implemented in a temporary status, then it was monitored and analyzed for vehicle performance such as Level of Service, crash analysis, and travel times. It was made a permanent decision, citing reduced speeds, improved mobility options, while maintaining reasonable levels of service.

City of Grand Rapids, Plainfield Avenue from Leonard to Fuller, 2006

This was the first road diet in Grand Rapids for approximately 6 miles. Major commuter street and commercial corridor, that goes through neighborhoods and near schools. Public engagement was key to educate motorists on a new change to the City. As a pilot project, travel times, crash analysis, modeling, and speeds were studied, as well as gaining feedback from emergency services, schools, neighborhood associations, and residents.

City of Grand Rapids, Michigan Street Corridor Plan

A regional corridor of significance that has experienced over \$1 billion of development over the last 10 years. The road needed a transportation plan to accommodate its growing future. Recommendations related to traffic included a 20 year plan with a target to shift 40% of traffic to transit or other non-motorized modes, bike routing through neighborhoods rather than on Michigan Street, on-street parking management where appropriate, planning for future transit only lanes, improving the pedestrian and bike environment. The overall study included placemaking, accommodating a wide variety of land uses, quality of life, community health, public art, climate resiliency, and promote organized economic investment and job growth.



Nicholas LaCroix, PE, PTOE

Senior Transportation Engineer

lacroixn@progressiveae.com

Phone: 616.447.3411

Nicholas has more than 19 years of experience in transportation engineering analysis and design with focus on projects including transportation planning, traffic signal systems, traffic impact studies, corridor studies, work zone mobility, parking studies, campus transportation, traffic calming and walkability, and non-motorized facilities.

Nick has extensive experience utilizing multiple traffic engineering modeling software packages, including Synchro/SimTraffic, VISSIM and Transmodeler.

Education

Michigan State University
*Bachelor of Science, Civil
Engineering*

54th Street Corridor Analysis, Wyoming, MI

Project Manager and lead traffic engineer for the analysis of 54th Street from Clyde Park Avenue to the US-131 interchange. The study included an analysis of the existing operating conditions, including a crash analysis at the 54th Street intersection with the US-131 southbound off-ramp. An existing origin-destination study and queuing analysis was also performed at the entrance driveway to the Meijer site and the westbound approach to Clyde Park Avenue. Several alternatives were developed to improve operations along 54th Street, including reconfiguring the existing Meijer Driveway to oppose the US-131 southbound off-ramp and form the 4th leg of the signalized intersection. Conceptual graphics of the recommended alternative and geometrics were also developed

I-94/Portage-Kilgore Interchange Analysis, Kalamazoo, MI

Lead traffic engineer for an interchange feasibility study at the I-94/Portage-Kilgore interchange. Several alternatives were developed to improve the interchange, including a Diverging Diamond Interchange (DDI), Single Point Urban Interchange (SPUI), and roundabouts. The analysis included developing detailed microsimulation models of the interchange alternatives using VISSIM software. Conceptual plans and cost estimates were also developed for each alternative for consideration by MDOT Southwest Region.

Woodward Avenue Widetrack Loop Two-Way Conversion Study, Pontiac, MI

Lead traffic engineer for a comprehensive traffic analysis to examine the conversion of the existing Widetrack Loop surrounding downtown Pontiac to two-way operation in order to improve connectivity between the CBD and adjacent neighborhoods. Tasks included the development of a detailed Transmodeler microsimulation model to project the shift in traffic patterns after the conversion to two-way operation. O-D data surrounding the study area was collected using wireless technologies to aide in calibrating the existing conditions Transmodeler microsimulation model. Using the model outputs and capacity analyses, conceptual geometrics were developed, capital and operational improvements were identified, cost estimates were developed for the preferred alternatives, and the results were summarized in a final report and presented to stakeholders.

I-96/Cascade Road Interchange Study, Grand Rapids, MI

Traffic engineer for the interchange feasibility study for the replacement of the existing bridge carrying Cascade Road over I-96. Two interchange configurations were analyzed, including a partial cloverleaf and a Diverging Diamond Interchange (DDI). MDOT selected the DDI concept, which will be the second DDI in Michigan. The preferred concept utilizes two bridges to carry Cascade Road over I-96 providing for better geometrics at the crossovers as well as construction staging benefits as one bridge can be constructed over I-96 while the existing bridge is maintained.



Steve Teitsma, PE LEED AP BD+C

Senior Civil Engineer

teitsmas@progressiveae.com

Phone: 616.447.3384

Steve has over 16 years of civil engineering experience working on several different aspects of projects, including: project management, design, permitting, construction engineering, and inspection. His experience includes: municipal design of road systems, sanitary sewer, water main and storm sewer utilities, as well as stormwater collection and treatment. In addition, Steve has worked on numerous site development projects and understands low impact development concepts.

Education

Calvin College

Bachelor of Science, Civil Engineering

Muskegon Food, Agricultural, Research, and Manufacturing (FARM) Facility

Design and engineering of the site to support a new building to support community food incubator space. Project included removal of an existing parking lot, new pavement, utilities and landscape design to screen the building. Worked closely with the local municipality to ensure the design was in compliance with all ordinance requirements.

Global Consumer Products Manufacturer Freedom Lot

Assisted with the design of the redevelopment of a large 900-space parking lot in an industrial complex. Integrated bioswales into the parking lot to provide water quality benefits and buffer large storm events. The new design included a bioswale to solve a severe drainage problem.

Feyen Zylstra Walkent Property

Design and engineering for the redevelopment of an existing 20,000 square foot building on a 3-acre parcel in an industrial complex in the City of Walker, MI. The project included an expanded parking lot and a new detention basin to bring the site into compliance with stormwater requirements.

The Rapid CNG Fueling Station

Design and site engineering for a compressed natural gas fueling station for buses. The site layout was designed to allow multiple buses to refuel and maneuver around the site at the same time. The layout also included a detention basin to satisfy the local code requirements. A parallel cascade fueling system was included for private use, while a redesigned buffer fueling system was created for the public buses. The latter is only the second installation of its kind in the United States.

The Rapid Laker Line Operations Center

Design and engineering of a 60,000 square foot bus maintenance and storage facility. The project included modeling of bus movements to ensure turning radius requirements are satisfied. New utilities included design of a pump station for sanitary sewer waste in addition to the design of an underground storage system for storm water detention. This center specifically focused on serving the routes from Grand Valley State University's downtown Grand Rapids campus and main campus in adjacent suburbs.

Cornerstone University De Witt Center for Science and Technology

Civil engineer for site selection and design for new 42,000 square foot facility is in the center of campus focusing on the disciplines of science, technology, engineering, art and mathematics. The building includes nine laboratories, classrooms, multi-purpose lecture hall, faculty offices, an outdoor plaza and rain garden. Responsibilities include reorientation of pedestrian pathways throughout campus, relocation of campus sculptures, site utility improvement including relocation of existing campus watermain and sewer extension and storm water management system.



Suzanne Schulz, AICP

Urban Planning Practice Leader

schulzs@progressiveae.com

Phone: 616.988.4809

Suzanne brings more than 27 years of experience and an extensive background specializing in urban planning, transportation planning and policy development. In her most recent role with the City of Grand Rapids, Suzanne served as the Managing Director of Design and Development and the City's Director of Planning. In her nearly 20 years with the City, she was extensively involved in project management for community-led processes, including Plan Grand Rapids (comprehensive master plan), Zone Grand Rapids (zoning ordinance rewrite), Transformation Advisors, Green Grand Rapids, Sustainable Streets Task Force and Vital Streets Plan, and Michigan Street Corridor Plan; and implementation phases of each.

Education

Michigan State University

Bachelor of Science, Urban Planning

Sustainable Streets Task Force and Vital Streets Plan and Design Guidelines, Grand Rapids, Michigan

After general fund contributions to maintain city streets were zeroed out during the Great Recession, the City needed to find a way to fund public infrastructure. A citizen's task force was formed to evaluate and recommended street condition targets and funding mechanisms. Their work led to the vision of creating Vital Streets - Complete Streets with green infrastructure. A Vital Streets Plan and Design Guidelines were created to implement in policy and practice the vision that voters had supported.

Green Grand Rapids, Grand Rapids, Michigan

Urban flooding, school closures and an invasive species were among concerns that more than 2,000 residents and stakeholders discussed during the planning process to address quality of life in the city. Clear outcomes were defined for parks and greenspaces, urban tree canopy, stormwater, local food, the Grand River, and bike facilities. This work resulted in the creation of two new non-profits, an implementation strategy for the newly formed Friends of Grand Rapids Parks, and direction for other "owners" to initiate future action.

Zone Grand Rapids, Grand Rapids, Michigan

Implementation of the City's Master Plan began with tossing the 1969 zoning ordinance that had been amended more than 300 times. A community pattern workbook was created to facilitate neighborhood and business district discussions about the character of their communities. A cutting-edge form-based code was drafted that reflected community voice, allowed for administrative approvals, and has advanced more than \$4 billion in development over the past decade - strengthening the economy of Michigan's second-largest city.

Michigan Street Corridor Plan and Implementation, Grand Rapids, Michigan

A regional corridor of significance, a strategy was needed to accommodate future growth on Medical Mile without substantially impairing the street network. The overall study included transportation modes, placemaking, accommodating a wide variety of land uses, quality of life, community health, public art, climate resiliency and organized economic investment and job growth. Millions of dollars in infrastructure improvements have been invested to improve connectivity, walkability, and facilitate new development.

Division Avenue Development Plan, Grand Rapids, Michigan

Through its position near the highways and proximity to the city of Wyoming and 28th Street, the South Division corridor acts as a point of contact for many entering and exiting of the city of Grand Rapids. As the area has gained attention from outside entities, residents, leaders, corridor stakeholders are taking ownership to ensure the incoming development is equitable and representative of the needs of the community.



City of East Grand Rapids Robinson Road

Firm Overview

Project Approach &
Understanding

Project Team

Proposed Fee



Proposed Compensation

Part A - 2020-2045 City of Wyoming Thoroughfare Plan

Classification	Hours	Rate	Total
Project Manager	40	\$190	\$7,600
Senior Engineer	80	\$165	\$13,200
Junior Engineer	140	\$100	\$14,000
<u>Technician</u>	<u>40</u>	<u>\$70</u>	<u>\$2,800</u>
Subtotal (Labor)			\$37,600
<u>Reimbursable Expenses</u>			<u>\$6,900</u>
Total	300		\$44,500

Part B - Mobility Plan

Classification	Hours	Rate	Total
Project Manager	120	\$190	\$22,800
Senior Engineer	20	\$165	\$3,300
Junior Engineer	24	\$100	\$2,400
<u>Technician</u>	<u>16</u>	<u>\$70</u>	<u>\$1,120</u>
Subtotal (Labor)			\$29,620
<u>Reimbursable Expenses</u>			<u>\$230</u>
Total	180		\$29,850

Hourly Staff Charges

Class 9 Personnel	Principals	\$225/hour
Class 8 Personnel	Principals and Senior Project Managers	\$190/hour
Class 7 Personnel	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$165/hour
Class 6 Personnel	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$145/hour
Class 5 Personnel	Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts, Construction Administrators, Designers, Interior Designers and Surveyors	\$130/hour
Class 4 Personnel	Project Managers, Intermediate Architects, Engineers, Designers, Interior Designers, Landscape Architects, Environmental Analysts, Construction Administrators and Surveyors	\$115/hour
Class 3 Personnel	Graduate Architects, Engineers, Designers, Interior Designers, Environmental Analysts, Construction Administrators, Technicians, Project Assistants and Surveyors	\$100/hour
Class 2 Personnel	Technicians, Interior Designers, Project Assistants, Graduate Architects and Surveyors	\$85/hour
Class 1 Personnel	Project Assistants and Technicians	\$70/hour

Reimbursable Expenses:

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low-density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 56¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

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



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RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 2021 WATERMAIN REPLACEMENT PROJECT (BUCHANAN AVENUE FROM 44TH STREET TO 40TH STREET) AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On April 27, 2021, the City received four (4) bids for the proposed watermain replacement in Buchanan Avenue from 44th Street to 40th Street.
2. The Engineering Department recommends that the City Council award the bid to the low bidder, Nagel Construction, Inc. for \$1,065,434.
3. The total cost for this project will be financed out of the Capital Improvement Fund Account No. 400-441-57300-972.573, but a budget amendment is necessary:

Construction	\$1,065,434
<u>Engineering & Contingencies</u>	<u>134,566</u>
Total Project Cost	\$1,200,000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2021 Watermain Replacement Project (Buchanan Avenue from 44th Street to 40th Street) to Nagel Construction, Inc. for \$1,065,434.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Bid Comparison
Contract Form

Resolution No. _____

STAFF REPORT

Date: April 27, 2021

Subject: Award of Bid for the 2021 Watermain Replacement Project (Buchanan Avenue from 44th Street to 40th Street)

From: Jeffrey Oonk, PE, Senior Civil Engineer

Date of Meeting: May 3, 2021

RECOMMENDATION:

It is recommended that the City Council award a bid to Nagel Construction, Inc. for the 2021 Watermain Replacement Project (Buchanan Avenue from 44th Street to 40th Street).

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable watermains provide safe potable water to residents and businesses for domestic use, industrial processes and fire protection.

DISCUSSION:

Wyoming received four (4) bids for the 2021 Watermain Replacement project (Buchanan Avenue from 44th Street to 40th Street). The low bid was submitted by Nagel Construction, Inc. in the amount of \$1,065,434, which is 0.6% above the engineer's estimate of \$1,058,741.50.

The existing watermain in Buchanan Avenue from 44th Street to 40th Street has experienced several watermain and water service breaks. This watermain was constructed in the 1930s and has reached the end of its useful life. This project will include the replacement of the existing mains and water services within the street right-of-way, along with resurfacing and restoration of the street.

The total project cost is \$1,200,000 including engineering and contingencies.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-57300-972.573 but requires a budget amendment.

Bid Comparison

Contract ID: 2021.8
Description: 44th to 40th
Location: Buchanan Ave Watermain
Projects(s): 2021.8

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,058,741.50	-0.62%	0.00%
1	(_1) Nagel Construction, Inc.	\$1,065,434.00	0.00%	0.63%
2	(_14) Wyoming Excavators, Inc.	\$1,171,504.00	9.95%	10.65%
3	(_00220) MONTGOMERY EXCAVATING	\$1,175,530.25	10.33%	11.03%
4	(_7) Schippers Excavating Inc.	\$1,364,186.00	28.04%	28.84%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$61,348.00	\$61,348.00
	MOBILIZATION								
0002	1008	4,100	Ft	\$10.00	\$41,000.00	\$5.00	\$20,500.00	\$5.00	\$20,500.00
	REMOVE CURB AND GUTTER								
0003	1035	739	Syd	\$10.00	\$7,390.00	\$9.00	\$6,651.00	\$10.00	\$7,390.00
	REMOVE SIDEWALK								
0004	1045	2,735	Syd	\$10.00	\$27,350.00	\$6.00	\$16,410.00	\$2.00	\$5,470.00
	REMOVE PAVEMENT								
0005	1125	70	Ft	\$20.00	\$1,400.00	\$10.00	\$700.00	\$12.00	\$840.00
	REMOVE EX SEWER								
0006	1142	29	Ea	\$225.00	\$6,525.00	\$200.00	\$5,800.00	\$205.00	\$5,945.00
	REMOVE EX COVER AND CASTINGS								
0007	1143	4	Ea	\$200.00	\$800.00	\$300.00	\$1,200.00	\$205.00	\$820.00
	REMOVE EX VALVE AND BOX								
0008	1145	5	Ea	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$500.00	\$2,500.00
	REMOVE EX DRAINAGE STRUCTURE								
0009	1168	7	Ea	\$300.00	\$2,100.00	\$300.00	\$2,100.00	\$400.00	\$2,800.00
	REMOVE EX HYDRANT								
0010	1170	220	Ft	\$15.00	\$3,300.00	\$14.00	\$3,080.00	\$14.00	\$3,080.00
	REMOVE EX WATERMAIN								
0011	1212	7,170	Syd	\$1.50	\$10,755.00	\$1.00	\$7,170.00	\$1.50	\$10,755.00
	COLD MILL - 3"								
0012	1550	500	Syd	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00
	REMOVE CONCRETE								
0013	4016	2	Ea	\$2,500.00	\$5,000.00	\$2,600.00	\$5,200.00	\$3,625.00	\$7,250.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0014	4029	4	Ea	\$1,000.00	\$4,000.00	\$700.00	\$2,800.00	\$700.00	\$2,800.00
	CATCH BASIN COVER - DOUBLE - ADA								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	4030	4	Ea	\$700.00	\$2,800.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00
	CATCH BASIN COVER - ADA								
0016	4031	16	Ea	\$500.00	\$8,000.00	\$425.00	\$6,800.00	\$400.00	\$6,400.00
	COVER AND CASTING								
0017	4032	5	Ea	\$500.00	\$2,500.00	\$425.00	\$2,125.00	\$400.00	\$2,000.00
	CATCH BASIN COVER AND CASTING								
0018	4201	78	Ft	\$55.00	\$4,290.00	\$67.00	\$5,226.00	\$93.00	\$7,254.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0019	5040	7	Ea	\$2,500.00	\$17,500.00	\$2,650.00	\$18,550.00	\$3,090.00	\$21,630.00
	HYDRANT								
0020	5050	4	Ea	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$572.00	\$2,288.00
	HYDRANT EXTENSION UP TO 12"								
0021	5076	7	Ea	\$1,300.00	\$9,100.00	\$1,250.00	\$8,750.00	\$1,429.00	\$10,003.00
	VALVE 6"								
0022	5077	16	Ea	\$1,500.00	\$24,000.00	\$1,700.00	\$27,200.00	\$1,930.00	\$30,880.00
	VALVE 8"								
0023	5101	210	Ft	\$70.00	\$14,700.00	\$76.00	\$15,960.00	\$96.00	\$20,160.00
	D.I. CL 53 WATER PIPE 6"								
0024	5102	3,275	Ft	\$79.00	\$258,725.00	\$86.00	\$281,650.00	\$103.00	\$337,325.00
	D.I. CL 53 WATER PIPE 8"								
0025	5201	24	Ea	\$500.00	\$12,000.00	\$475.00	\$11,400.00	\$798.00	\$19,152.00
	6" D.I. WATERMAIN FITTING								
0026	5202	73	Ea	\$700.00	\$51,100.00	\$625.00	\$45,625.00	\$876.00	\$63,948.00
	8" D.I. WATERMAIN FITTING								
0027	5605	12	Ea	\$2,000.00	\$24,000.00	\$2,300.00	\$27,600.00	\$2,120.00	\$25,440.00
	1" WATER SERVICE, LONG SIDE								
0028	5606	18	Ea	\$1,200.00	\$21,600.00	\$950.00	\$17,100.00	\$1,240.00	\$22,320.00
	1" WATER SERVICE, SHORT SIDE								
0029	6105	44	Cyd	\$50.00	\$2,200.00	\$40.00	\$1,760.00	\$16.00	\$704.00
	MISCELLANEOUS GRAVEL								
0030	6114	2,570	Ft	\$20.00	\$51,400.00	\$15.20	\$39,064.00	\$14.00	\$35,980.00
	STREET GRADE								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0031	6143 6" AGGREGATE BASE (CIP)	2,900	Syd	\$11.00	\$31,900.00	\$10.00	\$29,000.00	\$12.00	\$34,800.00
0032	6215 SIDEWALK RAMP, ADA	4,200	Sft	\$4.00	\$16,800.00	\$4.00	\$16,800.00	\$4.00	\$16,800.00
0033	6217 DETECTABLE WARNING PLATES	330	Ft	\$65.00	\$21,450.00	\$60.00	\$19,800.00	\$60.00	\$19,800.00
0034	6240 CONCRETE CURB AND GUTTER, 30"	4,100	Ft	\$15.00	\$61,500.00	\$12.50	\$51,250.00	\$13.50	\$55,350.00
0035	6270 CONCRETE SIDEWALK, 4"	2,455	Sft	\$3.50	\$8,592.50	\$3.00	\$7,365.00	\$3.50	\$8,592.50
0036	6280 CONCRETE PAVEMENT NON REINFORCED, 4"	500	Syd	\$27.00	\$13,500.00	\$25.00	\$12,500.00	\$27.00	\$13,500.00
0037	6295 ADJUST CASTINGS	35	Ea	\$350.00	\$12,250.00	\$450.00	\$15,750.00	\$673.00	\$23,555.00
0038	6305 HAND PATCHING	20	Ton	\$175.00	\$3,500.00	\$124.50	\$2,490.00	\$120.00	\$2,400.00
0039	6354 HMA MIXTURE - 5E1	940	Ton	\$74.00	\$69,560.00	\$70.50	\$66,270.00	\$66.50	\$62,510.00
0040	6362 HMA MIXTURE - 3C	981	Ton	\$74.00	\$72,594.00	\$63.00	\$61,803.00	\$67.00	\$65,727.00
0041	7005 TOP SOIL 4" SCREENED	6,780	Syd	\$6.00	\$40,680.00	\$6.75	\$45,765.00	\$6.00	\$40,680.00
0042	7015 CLASS A SEED HYDRO-MULCH	6,780	Syd	\$1.00	\$6,780.00	\$1.50	\$10,170.00	\$1.50	\$10,170.00
0043	8010 MINOR TRAFFIC CONTROL DEVICES	1	LSUM	\$25,000.00	\$25,000.00	\$39,500.00	\$39,500.00	\$53,437.50	\$53,437.50
0044	8110 BARRICADE TYPE III LIGHTED - FURNISHED	12	Ea	\$150.00	\$1,800.00	\$125.00	\$1,500.00	\$125.00	\$1,500.00
0045	8111 BARRICADE TYPE III LIGHTED - OPERATED	12	Ea	\$50.00	\$600.00	\$25.00	\$300.00	\$25.00	\$300.00
0046	8115 42 INCH CHANNELIZING DEVICE - FURNISHED	200	Ea	\$20.00	\$4,000.00	\$26.00	\$5,200.00	\$26.00	\$5,200.00

Line	Pay Item Code	Quantity	Units	Description	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Wyoming Excavators, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0047	8116	200	Ea	42 INCH CHANNELIZING DEVICE - OPERATED	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
0048	8122	4	Ea	MESSAGE BOARD - FURNISHED	\$2,000.00	\$8,000.00	\$3,150.00	\$12,600.00	\$3,150.00	\$12,600.00
0049	8123	4	Ea	MESSAGE BOARD - OPERATED	\$500.00	\$2,000.00	\$100.00	\$400.00	\$100.00	\$400.00
Bid Totals:						\$1,058,741.50		\$1,065,434.00		\$1,171,504.00

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Schippers Excavating Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0001	1000	1	LSUM	\$152,000.00	\$152,000.00	\$68,000.00	\$68,000.00		\$0.00
	MOBILIZATION								
0002	1008	4,100	Ft	\$5.00	\$20,500.00	\$6.00	\$24,600.00		\$0.00
	REMOVE CURB AND GUTTER								
0003	1035	739	Syd	\$7.00	\$5,173.00	\$9.00	\$6,651.00		\$0.00
	REMOVE SIDEWALK								
0004	1045	2,735	Syd	\$4.30	\$11,760.50	\$8.00	\$21,880.00		\$0.00
	REMOVE PAVEMENT								
0005	1125	70	Ft	\$5.00	\$350.00	\$15.00	\$1,050.00		\$0.00
	REMOVE EX SEWER								
0006	1142	29	Ea	\$200.00	\$5,800.00	\$250.00	\$7,250.00		\$0.00
	REMOVE EX COVER AND CASTINGS								
0007	1143	4	Ea	\$200.00	\$800.00	\$200.00	\$800.00		\$0.00
	REMOVE EX VALVE AND BOX								
0008	1145	5	Ea	\$500.00	\$2,500.00	\$800.00	\$4,000.00		\$0.00
	REMOVE EX DRAINAGE STRUCTURE								
0009	1168	7	Ea	\$500.00	\$3,500.00	\$500.00	\$3,500.00		\$0.00
	REMOVE EX HYDRANT								
0010	1170	220	Ft	\$10.00	\$2,200.00	\$18.00	\$3,960.00		\$0.00
	REMOVE EX WATERMAIN								
0011	1212	7,170	Syd	\$4.30	\$30,831.00	\$4.00	\$28,680.00		\$0.00
	COLD MILL - 3"								
0012	1550	500	Syd	\$7.00	\$3,500.00	\$10.00	\$5,000.00		\$0.00
	REMOVE CONCRETE								
0013	4016	2	Ea	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00		\$0.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0014	4029	4	Ea	\$1,034.00	\$4,136.00	\$3,300.00	\$13,200.00		\$0.00
	CATCH BASIN COVER - DOUBLE - ADA								
0015	4030	4	Ea	\$900.00	\$3,600.00	\$3,200.00	\$12,800.00		\$0.00
	CATCH BASIN COVER - ADA								
0016	4031	16	Ea	\$673.00	\$10,768.00	\$950.00	\$15,200.00		\$0.00
	COVER AND CASTING								

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Schippers Excavating Inc.			
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4032	5	Ea	\$684.00	\$3,420.00	\$950.00	\$4,750.00		\$0.00
	CATCH BASIN COVER AND CASTING								
0018	4201	78	Ft	\$50.00	\$3,900.00	\$60.00	\$4,680.00		\$0.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0019	5040	7	Ea	\$3,500.00	\$24,500.00	\$3,200.00	\$22,400.00		\$0.00
	HYDRANT								
0020	5050	4	Ea	\$500.00	\$2,000.00	\$600.00	\$2,400.00		\$0.00
	HYDRANT EXTENSION UP TO 12"								
0021	5076	7	Ea	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00		\$0.00
	VALVE 6"								
0022	5077	16	Ea	\$1,500.00	\$24,000.00	\$1,600.00	\$25,600.00		\$0.00
	VALVE 8"								
0023	5101	210	Ft	\$70.00	\$14,700.00	\$75.00	\$15,750.00		\$0.00
	D.I. CL 53 WATER PIPE 6"								
0024	5102	3,275	Ft	\$83.50	\$273,462.50	\$95.00	\$311,125.00		\$0.00
	D.I. CL 53 WATER PIPE 8"								
0025	5201	24	Ea	\$350.00	\$8,400.00	\$400.00	\$9,600.00		\$0.00
	6" D.I. WATERMAIN FITTING								
0026	5202	73	Ea	\$400.00	\$29,200.00	\$500.00	\$36,500.00		\$0.00
	8" D.I. WATERMAIN FITTING								
0027	5605	12	Ea	\$1,500.00	\$18,000.00	\$1,850.00	\$22,200.00		\$0.00
	1" WATER SERVICE, LONG SIDE								
0028	5606	18	Ea	\$750.00	\$13,500.00	\$1,300.00	\$23,400.00		\$0.00
	1" WATER SERVICE, SHORT SIDE								
0029	6105	44	Cyd	\$47.00	\$2,068.00	\$30.00	\$1,320.00		\$0.00
	MISCELLANEOUS GRAVEL								
0030	6114	2,570	Ft	\$16.90	\$43,433.00	\$45.00	\$115,650.00		\$0.00
	STREET GRADE								
0031	6143	2,900	Syd	\$9.00	\$26,100.00	\$9.50	\$27,550.00		\$0.00
	6" AGGREGATE BASE (CIP)								
0032	6215	4,200	Sft	\$7.15	\$30,030.00	\$7.00	\$29,400.00		\$0.00
	SIDEWALK RAMP, ADA								

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Schippers Excavating Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0033	6217	330	Ft	\$79.20	\$26,136.00	\$80.00	\$26,400.00		\$0.00
	DETECTABLE WARNING PLATES								
0034	6240	4,100	Ft	\$19.25	\$78,925.00	\$18.00	\$73,800.00		\$0.00
	CONCRETE CURB AND GUTTER, 30"								
0035	6270	2,455	Sft	\$4.95	\$12,152.25	\$5.00	\$12,275.00		\$0.00
	CONCRETE SIDEWALK, 4"								
0036	6280	500	Syd	\$39.60	\$19,800.00	\$50.00	\$25,000.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0037	6295	35	Ea	\$400.00	\$14,000.00	\$700.00	\$24,500.00		\$0.00
	ADJUST CASTINGS								
0038	6305	20	Ton	\$150.00	\$3,000.00	\$120.00	\$2,400.00		\$0.00
	HAND PATCHING								
0039	6354	940	Ton	\$73.00	\$68,620.00	\$74.00	\$69,560.00		\$0.00
	HMA MIXTURE - 5E1								
0040	6362	981	Ton	\$75.00	\$73,575.00	\$75.00	\$73,575.00		\$0.00
	HMA MIXTURE - 3C								
0041	7005	6,780	Syd	\$4.00	\$27,120.00	\$4.50	\$30,510.00		\$0.00
	TOP SOIL 4" SCREENED								
0042	7015	6,780	Syd	\$2.00	\$13,560.00	\$1.50	\$10,170.00		\$0.00
	CLASS A SEED HYDRO-MULCH								
0043	8010	1	LSUM	\$26,410.00	\$26,410.00	\$110,000.00	\$110,000.00		\$0.00
	MINOR TRAFFIC CONTROL DEVICES								
0044	8110	12	Ea	\$146.00	\$1,752.00	\$150.00	\$1,800.00		\$0.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0045	8111	12	Ea	\$29.00	\$348.00	\$25.00	\$300.00		\$0.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0046	8115	200	Ea	\$31.00	\$6,200.00	\$30.00	\$6,000.00		\$0.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0047	8116	200	Ea	\$1.20	\$240.00	\$1.00	\$200.00		\$0.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0048	8122	4	Ea	\$3,673.00	\$14,692.00	\$3,500.00	\$14,000.00		\$0.00
	MESSAGE BOARD - FURNISHED								

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Schippers Excavating Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0049	8123	4	Ea	\$117.00	\$468.00	\$100.00	\$400.00		\$0.00
MESSAGE BOARD - OPERATED									
Bid Totals:					\$1,175,530.25		\$1,364,186.00		

CONTRACT FORM, CONTINUED

Page 2 of 2

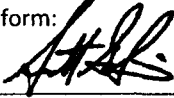
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

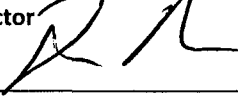
By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: _____


Scott G. Smith, City Attorney

Contractor 
By: _____
Signature of Bidder

Printed Name of Bidder

Title

Date signed: 4/23/2021

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE M & M PAVEMENT MARKING TO
PERFORM THE ANNUAL PAVEMENT MARKINGS FOR 2021

WHEREAS:

1. It is necessary to repaint approximately 150 miles of major street lane lines within the City of Wyoming on an annual basis.
2. In February of 2021, the Kent County Road Commission received three bids to perform lane line painting throughout Kent County for 2021 and awarded the contract to the low bidder, M & M Pavement Marking, with two one-year renewal options.
3. It is in the best interest of the City to authorize the low bidder, M & M Pavement Marking, to perform the lane line painting for approximately \$50,000, which can be financed out of the Major Street Fund Traffic Services account, 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes M & M Pavement Marking to perform the annual major street pavement marking for 2021 for an estimated cost of \$50,000.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
KCRC Bid Tabulation

Resolution No. _____

STAFF REPORT

Date: April 27, 2021

Subject: Authorize M & M Pavement Marking to Perform 2021 Pavement Marking

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: May 3, 2021

RECOMMENDATION:

It is recommended the City Council authorize M & M Pavement Marking to paint, stripe, and detail the street pavement markings within the City of Wyoming, per the unit bid prices received and awarded by the Kent County Road Commission.

COMMUNITY, SAFETY, STEWARDSHIP:

Well maintained pavement markings are just one component in allowing the City of Wyoming to provide high quality infrastructure to all citizens and businesses. Annual pavement marking will provide increased safety for all pedestrians and motorists traveling in Wyoming.

DISCUSSION:

In February of 2021, the Kent County Road Commission received three bids for the annual painting of roadway pavement markings and awarded the work to the low bidder, M & M Pavement Marking. The 2021 bid allows for two one-year extensions at these bid prices. It is in the best interest of Wyoming to utilize the cooperative bid of the Kent County Road Commission and authorize M & M to also perform the annual painting of Wyoming's pavement markings for an estimated cost of \$50,000.

BUDGET IMPACT

The unit prices are unchanged from the previous year. Sufficient funds are available in the Major Street Fund, account 202-441-47400-930.000.



Bid Tabulation

Contract #21-19: Pavement Marking Services

Contract Term: 2/23/21 - 12/31/21, w/ Two, One-Year Renewal Options

Waterborne Paint (Cost Per/Total)						
Bidder	4" Solid White Line Est. 1400 mi	4" Skip White Line Est. 40 mi	4" Solid Yellow Line Est 1500 mi	4" Skip Yellow Line Est 150 mi	8" Wide White Line Est 1500 ft	Total
M & M Pavement Marking, Inc	\$225 / \$315,000	\$300 / \$12,000	\$226 / \$339,000	\$226 / \$33,900	\$.20 / \$300	\$700,200
PK Contracting	\$231.6 / \$324,240	\$237.3 / \$9,492	\$237.30 / \$355,950	\$237.30 / \$35,595	\$.11 / \$165	\$725,442
Michigan Pavement Markings, LLC	\$235 / \$329,000	\$350 / \$14,000	\$240 / \$360,000	\$300 / \$45,000	\$.10 / \$150	\$748,150

Regular Dry Paint or Low Temp Waterborne (Cost Per/Total)						
Bidder	4" Solid White Line Est. 30 mi	4" Skip White Line Est. 5 mi	4" Solid Yellow Line Est 30 mi	4" Skip Yellow Line Est 5 mi	8" Wide White Line Est 600 ft	Total
M & M Pavement Marking, Inc	\$230 / \$6,900	\$230 / \$1,150	\$230 / \$6,900	\$230 / \$1,150	\$.25 / \$150	\$16,250
PK Contracting	\$305.08 / \$9,152.40	\$307.90 / \$1,539.50	\$307.90 / \$9,237	\$307.90 / \$1,539.50	\$.13 / \$78	\$21,546
Michigan Pavement Markings, LLC	\$300 / \$9,000	\$400 / \$2,000	\$300 / \$9,000	\$400 / \$2,000	\$.20 / \$120	\$22,120

STAFF RECOMMENDS TO AWARD THE CONTRACT TO M & M PAVEMENT MARKING, INC, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Bid Letting Date: 02/16/2021

Anticipated Board Award Date: 02/23/2021

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR MUNICIPAL PARKING LOT RESURFACING AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, bids were received for municipal parking lot resurfacing for the public works, Gezon water, Gezon fire and yard waste parking lots.
2. It is recommended City Council accept the low bid from Superior Asphalt, Inc. in the amount of \$753,375.00.
3. It is further recommended that the City Council authorize an additional \$21,625.00 for construction contingency for a total estimated project cost of \$775,000.00.
4. Funds for the parking lot resurfacing will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the municipal parking lot resurfacing in the total amount of \$753,375.00.
2. The City Council does hereby authorize an additional \$21,625.00 for construction contingency for a total estimated project cost of \$775,000.00.
3. The City Council does hereby approve the attached budget amendment.
4. 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 May 3, 2021.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Budget Amendment
- Staff Report
- Tabulation Sheet
- Contract

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: May 3, 2021

Budget Amendment No. 062

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$50,000 of additional budgetary authority to fund parking lot resurfacing at the Public Works and Yard Waste sites as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Solid Waste Disposal Fund</u>				
Public Works - Yard Waste Disposal - Capital Outlay				
230-441-44300-978.000	170,000.00	10,000.00		180,000.00
Fund Balance/Working Capital (Fund 230)		\$ -	\$ 10,000.00	
<u>Motor Pool - Depreciation Reserve Fund</u>				
Public Works - Capital Outlay				
662-441-58500-977.000	243,071.76	40,000.00		283,071.76
Fund Balance/Working Capital (Fund 662)		\$ -	\$ 40,000.00	

Recommended: *Kate Berglund*
Finance Director

CLAA
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: April 27, 2021
Subject: 2021 Municipal Parking Lot Resurfacing - Award of Bid
From: Troy Rinks, Facilities Foreman
Meeting Date: May 3, 2021

RECOMMENDATION:

It is recommended that City Council award the 2021 Municipal Parking Lot Resurfacing bid to Superior Asphalt, Inc. in the amount of \$753,375.00 plus contingencies for an amount not to exceed \$775,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of municipal parking lots/drives contributes to their longevity and prevents untimely and costly repairs that could potentially interrupt the day-to-day operations for employees, citizens, and departments. The parking lots and drives needing resurfacing are well beyond their useful life and were additionally recommended for replacement during a recent facility asset management study.

DISCUSSION:

Utilizing the analysis performed by FTCH in the 2021 Asset Management plan, the 2021 Municipal Parking Lot Resurfacing bid includes milling and resurfacing portions of the asphalt pavement at the Public Works and Yard Waste sites, Gezon Water site, and Gezon Fire site. These parking lots/drives are currently in need of repair as noted in the photographs below.



Public Works Site



Yard Waste Site



Gezon Water Site



Gezon Fire Site

The work previously stated was competitively bid with specifications and drawings sent to companies registered with the City for bidding on projects of this type and made publicly available on the City's web site. On April 20, 2021, the City of Wyoming received four (4) bids for the 2021 Municipal Parking Lot Resurfacing Bid. Results are as follows:

Superior Asphalt, Inc.	\$753,375.00
Rieth-Riley Construction Co., Inc.	\$775,730.50
Michigan Paving & Materials Co.	\$811,343.75
Lite Load Service LLC.	\$849,804.00

Upon review of the bid documents received, Superior Asphalt, Inc. was found to meet the necessary bid specifications and was also the lowest bid. A breakdown of this low bid for each site is follows:

Public Works Site	\$273,445.00
Yard Waste Site	\$174,800.00
Gezon Water Site	\$45,135.00
Gezon Fire Site	\$259,995.00

Therefore, it is recommended the City Council approve the bid from Superior Asphalt, Inc. for \$753,375.00 plus contingencies for an amount not to exceed \$775,000.00. Work will be conducted over the summer season and be complete by August 31.

BUDGET IMPACT:

Sufficient funds have been budgeted in the following, pending a budget amendment:

Site	Account
Public Works Site	662-441-58500-977.000
Yard Waste Site	230-441-43000-978.000
Gezon Water Site	591-591-57300-986.444
Gezon Fire Site	101-337-33800-975.000

ATTACHMENT:

Bid Tabulation

City of **Wyoming** Michigan

TABULATION OF BIDS
 FOR MUNICIPAL PARKING LOT RESURFACING
 OPENED BY THE CITY CLERK ON APRIL 20, 2021 AT 11:00 AM O'CLOCK

	Michigan Paving & Materials Co.	Superior Asphalt, Inc.	Rieth-Riley Construction Co, Inc.	Lite Load Service LLC
PW Site	\$ 284,832.25	\$ 273,445.00	\$ 282,240.50	\$ 303,667.50
Yard Waste Site	\$ 190,670.00	\$ 174,800.00	\$ 174,800.00	\$ 197,685.00
Gezon Water Site	\$ 50,157.00	\$ 45,135.00	\$ 51,200.00	\$ 61,540.00
Gezon Fire Site	\$ 285,684.50	\$ 259,995.00	\$ 267,490.00	\$ 286,911.50
Total	\$ 811,343.75	\$ 753,375.00	\$ 775,730.50	\$ 849,804.00

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for Municipal Parking Lot Resurfacing

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

Superior Asphalt Inc
LEGAL NAME OF COMPANY

S-Corp Michigan
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

1109 Century SW
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

Grand Rapids
STREET ADDRESS

MI 49503
CITY STATE ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

No bid bond is required.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Contractor

By: _____
Signature of Bidder

_____ *Christine Jones*
Printed Name of Bidder

_____ *CEO*
Title

Date signed: _____ *April 28 2021*

Approved as to form: _____
[Signature]
Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PLUMMER'S DISPOSAL SERVICE
FOR THE 2021 COMMUNITY CLEANUP DAY AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, the community cleanup day gives Wyoming residents the opportunity to dispose of large amounts of refuse, larger items not traditionally picked up by their trash provider, and proper disposal of household hazardous waste.
2. On February 17, 2020, the City Council awarded the 2020 community cleanup day to Plummer's Disposal Service via resolution number 26601. This event was cancelled due to the Covid-19 pandemic.
3. It is recommended the City Council accept Plummer's Disposal Service offer to extend their 2019 proposal pricing for the scheduled August 7, 2021 community cleanup day in the total estimated amount of \$13,263.00.
4. Funds are available in the yard waste disposal other services account number 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Plummer's Disposal Service for services related to the 2021 community cleanup day in the total estimated amount of \$13,263.00.
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 May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 26, 2021
Subject: Annual Cleanup Day
From: David Rupert, Inspections Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: May 3, 2021

RECOMMENDATION:

The Looks Good/Feels Good Strategic Planning Committee has identified blight as an ongoing concern in our community. Over the past several years the City has supported an annual cleanup day to help reduce blight within the City. This year we are seeking funding for this event and recommend approving the proposal from Plummer's Disposal Service in the total estimated amount of \$13,263.00. While the event is supported by many volunteers, additional funds in the estimated amount of \$2,300.00 are necessary for paid staff and event supplies. Plummer's bid is estimated for 44 roll off containers, a Hi-Lo, set up, and removal of their equipment from the site.

COMMUNITY, SAFETY, STEWARDSHIP:

The annual cleanup day has been successful at reducing accumulated garbage, litter, and debris throughout the community. The last cleanup day (April 2019) collected 55.77 tons of refuse (44 roll off containers) and 6,442 pounds of household hazardous waste from 443 vehicles passing through the event. Additional undocumented items collected, included items donated to the Salvation Army, recycled metal, mattresses, and tires.

This event directly impacts the removal of garbage litter and debris thereby reducing the potential that they contribute to blighting influences within the community. Blight has a direct impact on property values and the elimination of blighting influences adds value to the community.

Well maintained properties have a positive impact on neighborhoods. The annual community cleanup day helps to remove potential code violations from properties to ensure that all neighboring property values are maximized. Property owners throughout the community are invited to share in the benefits of the event at no cost.

The annual cleanup day event is a valuable tool that the community leverages to help ensure properly maintained properties. The elimination of blight and the City's commitment to that end provides a high level of quality service to the citizens of Wyoming.

DISCUSSION:

On October 29, 2019, one response was received in answer to our invitation to submit proposals for the annual community cleanup day. Thirty-five invitations to submit proposals were sent to prospective bidders. City Council awarded the proposal to the lone proposal submitted by Plummer's Disposal Service on February 17, 2020 via resolution number 26601. However, this event was cancelled due to the COVID pandemic. We are currently working toward scheduling

a 2021 event on August 7th. Plummer’s has agreed to hold their prices from their 2020 awarded bid proposal.

City Council supported four previous cleanup day events. Previous cleanup days proved very successful. Other entities are invited to collaborate in the event and have done so over the years. We are attempting to bring the following collaborators to the August event. They include:

- Kent County Recycling
- Kent County Hazardous Waste
- Salvation Army

In addition to the volumes of items listed above, staff documented an average of around 400 vehicles passing through the event each year. In 2019, 443 vehicles processed through the event. Among the thousands of pounds of garbage litter and debris collected include the following potential blighting influences:

- Household hazardous waste
- Tires
- Mattresses
- Furniture
- Damaged exterior toys and other debris
- Paper and cardboard
- Spent building materials
- Select electronics

BUDGET IMPACT:

Funding is available in the Public Works solid waste fund as detailed below. The Public Works department has identified that up to four employees will be required to work the 2021 cleanup day to successfully accomplish the tasks required for the event. Additional funds are required to provide for lunch and supplies for all staff and community volunteers working at the event.

Estimated expenses are as follows:

Type	Account Number	Fee
Staff	230-441-44300-956.000	\$1,800
	Solid Waste Fund	
Supplies	230-441-44300-956.000	\$500
	Solid Waste Fund	
Plummer’s Proposal	230-441-44300-956.000	\$13,263
	Solid Waste Fund	
Total	230-441-44300-956.000	\$15,563
	Solid Waste Fund	

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: April 14, 2021

"Professional" means: Plummers Disposal Service
[Name of professional entity]

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

1160 Electric Ave
[Professional's street address]

Wayland, MI 49348
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.
Proposal to provide garbage, litter and debris removal services including con-

"Services" means: tainer setup and tear down of the site, provide containers, labor for
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

6 hours as outlined in Exhibit B

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Scott G. Smith, City Attorney

Plummer's Disposal Service
[Professional's name]

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

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

Date signed: _____, 20__

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

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

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

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

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

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

ACKNOWLEDGEMENT

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

[Signature]

[Printed Name and Title of Person Signing]

[Printed Name of Professional]

Date signed: _____

Exhibit B
Proposal

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan is requesting bids/proposals for the services or project generally referred to as:

Community Cleanup Day

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: **Tuesday, October 29th, 2019, 11:00 A.M., local time**

Place: **Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509**

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Disposal Services for the Community Cleanup Day."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

Will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements **may be directed via e-mail to Rupertd@wyomingmi.gov** Questions will not be answered by phone or in other oral communication. Answers to questions that may be of general interest to bidders/proponents or interpretations will be posted on the City's website when issued. No questions or interpretations will be issued later than 4 days before the due date for bids/proposals.

As indicated above, if issued, addenda to the request for bids/proposals will be posted on the City's website up to 4 days prior to the due date for bids/proposals. Proponents are responsible for any addenda so posted. In addition, the City will endeavor to e-mail a copy of any addenda to potential proponents who notify the City's Purchasing Department of their desire so such communications at pur_info@wyomingmi.gov.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid through the last day of April 2020.

If a proponent can clearly demonstrate an error in its bid/proposal, the proponent may be allowed to withdraw it prior to contract award. A written request to withdraw shall be delivered to the City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low and moderate income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid/proposal.
4. Include the original signature(s) of one or more individuals authorized to bind the proponent:
 - A. The bid/proposal and bid bond (if required) must be signed by the proponent/surety with the complete, usual signature of the individual(s) authorized to bind the proponent/surety.
 - B. The title of each individual signing for the proponent/surety must be printed or typed.
 - C. The typed or printed name each individual signing for the proponent/surety must be provided.
 - D. Bids/proposals by partnership must be signed by one or more of the partners in the following manner: "*John Jones and James Smith, d/b/a Smith-Jones Company, by John Jones, a partner*".
 - E. Bids/proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, other officer, or other person authorized to bind the corporation together with a copy of the corporate authorization for that person to sign.
 - F. Bids/proposals by a limited liability company shall be signed by the managing member.
 - G. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
5. Include prices meeting the following requirements:
 - A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid/proposal. In case of any discrepancy in determining the amount of the bid/proposal, the quoted unit price will govern.
 - B. A lump sum bid price shall be submitted for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified are not specifically indicated in the plans and specifications, it shall be the proponent's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.

- C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those should be specifically stated. If the professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified and billing shall be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that shall be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and is to be site visits, meeting attendance or other items are to be limited, that limitation shall be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups should be clearly enumerated.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. The City reserves the right to pre-approve lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
6. If required by the specifications, include:
 - A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment and other items.
 - C. The number of calendar days required for delivery of any equipment, goods or other items.
 7. Be in a sealed envelope labeled as required above.
 8. Include a cover letter that lists all enclosures.
 9. Include a proposed schedule for beginning and completing any Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time is to be provided as stated in 6.C above.
 10. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the language for the requested modification.
 11. Include any required bid bond or other security required by the specifications.
 12. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.
 13. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
 14. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list of similar projects, services or work the proponent has provided within the last 5 years including:
 - A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
 15. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment and other capabilities for performing the work as required by the specifications.
 16. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal is for Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

CITY'S RESERVATION OF RIGHTS

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the proponent/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices,
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal,
6. Make inquiries of others about any proponent, any identified subcontractor or consultant, and any of their personnel,
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent,
8. Negotiate with one or more selected proponent(s), and
9. Award the contract in a manner and to such proponent as deemed to be in the best interest of the City.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous City experience with a proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractor's and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid/proposal

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises it will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. **Permits and Inspections.** Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. **Grant Compliance.** If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor (also including the personnel of any subcontractor or consultant) to provide services or perform the Work have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such Work in Michigan.
 - B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the contract been convicted of or had a judgment against such person for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) has within 3-years preceding the contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants.
 - D. Contractor and all subcontractors are not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor or any subcontractor is on the EPLS when signing or during the term of the contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
6. **Diversity and Inclusion.** Contractor and all Contractor's subcontractors, suppliers and consultants, 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. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or another 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 all Contractor's subcontractors, suppliers and consultants will comply with all 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 following website: <https://www.eeoc.gov/>).

7. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
 - A. 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 contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of the 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 contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal.
8. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
9. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
10. Payment to Contractor.
 - A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.
11. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.
12. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract for call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other

information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid/proposal.

- C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the contract, and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or 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 laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
13. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
14. Access to Work. City personnel, the City's design professional(s), and City representatives shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
15. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
- A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
16. Risk Allocation.
- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
 - B. Contractor shall hold the City and the City's officers and employees harmless from, indemnify 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 or performance of the contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of the contract.
 - C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 16.B shall be limited as provided by section 1 of 1966 PA 165, MCL 691.991.
17. Insurance.
- A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
<p>Minimal Limits:</p> <p>\$2,000,000 Each Occurrence Limit</p> <p>\$2,000,000 Personal & Advertising Injury Limit</p> <p>\$3,000,000 General Aggregate Limit</p> <p>\$3,000,000 Products/Completed Operations</p>	<p>Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
AUTOMOBILE LIABILITY INSURANCE	
<p>Minimal Limits (include hired and non-owned automobile coverage):</p> <p>\$2,000,000 per person</p> <p>\$3,000,000 per occurrence</p>	<p>Shall include an endorsement stating the following shall be <i>Additional</i> Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
<p>Minimal Limits:</p> <p>\$500,000 per occurrence</p>	<p>Coverage shall be in accordance with all applicable Michigan statutes Waver of subrogation, except where waiver is prohibited by law.</p>
EXCESS/UMBRELLA INSURANCE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$ <u> 0 </u>.</p> <p>Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.</p>	<p>Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
OWNERS CONTRACTORS PROTECTIVE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$ <u> 0 </u>.</p>	<p>The City of Wyoming shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.</p>
ENVIRONMENTAL/POLLUTION LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$ <u> 0 </u>.</p>	<p>Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members,</p>

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u> 0 </u> .	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u> 0 </u> .	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

CANCELLATION

Policy(ies), as described above, shall be endorsed to state the following:

 "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905."

- B. Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies and endorsements.
 - C. Contractor shall provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that the subcontractors are included under Contractor's policy(ies).
 - D. All insurance providers shall be rated "A" or better by the A.M. Best Company.
 - E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.
18. **Bonds.**
- A. Performance and payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement in the full amount of the contract price. Performance and payment bonds shall be in a form and substance reasonably acceptable to the City Manager and City Attorney. Such bonds shall be provided before any notice to proceed is issued.
 - B. If a bid bond is required, it shall be in the amount of 5.0% of the bid amount and in the form attached to the request for bids/proposals. The fully executed bid bond, with appropriate powers-of-attorney shall be submitted with the bid/proposal. As an alternative to the bid bond, the City will accepted a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
19. **Records.** Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 6 years after completion of the contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.

20. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
 - B. The contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of the contract.
21. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their 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 and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
22. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
 - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 20.B if it has previously done so with respect to any noncompliance with the same contract provision.
 - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid/proposal a proponent is agreeing to this jurisdiction and venue.
 - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
23. General Terms.
- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
 - B. The captions are for reference and will not affect the interpretation of these terms and conditions.
 - C. The contract is made in Kent County, Michigan.
 - D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
 - E. Reference by office to any City officer includes that City officer's designee(s).

BID/PROPOSAL SPECIFICATIONS

Community Cleanup Day

To help maintain a clean and safe environment for the community the City of Wyoming hosts an annual cleanup day for its residents. This event provides a venue for residents to dispose of garbage, litter, and debris at a location other than the landfill, and at no cost to the participant. Tires and mattresses will be accepted for an additional fee paid to the winning bidder at the event. Liquids, yard waste or hazardous material will not be accepted.

The community cleanup day will be held within the City of Wyoming at a location to be determined on April 18, 2020 from 8:00 a.m. – 2:00 p.m. Vehicles in line before 2:00 p.m. will be allowed to unload, no additional vehicles will be allowed in line after 2:00 p.m.

1. History:

- A. The 2019 event had 443 vehicles participate. A total of forty-four 20-yard containers were filled at the location and then delivered and emptied to the landfill. The total weight of disposed items was 55.7 tons.

2. The awarded proponent:

- A. Is responsible to deliver containers to the location. Size of containers must be 20-yards and must be in place and ready to use by 8:00 a.m. the day of the event, set up may be allowed the night before upon approval of the location owner. Vehicles in line before 2:00 p.m. will be allowed to unload, no additional vehicles are allowed in line after 2:00 p.m.
- B. Must have the capacity to transport the filled containers to the landfill while empty containers remain on site to continue being filled. The expectation is to remove and replace approximately 7 twenty-yard containers per hour over the six-hour period. During past events up to 44 twenty-yard containers were filled and emptied over the six-hour event.
- C. Must provide metal recycle containers to transport recyclable metal materials to an approved recycling facility. The recycle containers must be large enough to store and transport large and small appliances, bikes and other materials that cannot be refurbished. Funds obtained from the sale of the recycled material shall be credited to the City's final invoice.
- D. Must provide a hi-low and licensed hi-low driver for disposal of large items (appliances, couches, etc.).
- E. Shall provide a portable restroom for the employees and volunteers. The proponent shall include with their bid/proposal the number of restrooms that will be provided. It will be the responsibility of the awarded proponent to deliver and remove the portable restrooms. The portable restrooms are to be removed no later than 4:00 p.m. the end of the day.

3. Setup and Clean Up:

- A. The set-up of the event shall be staged in mutually agreeable layout. Vehicles will be directed by volunteers and other staff to either side of a container. Event workers provided by the winning bidder shall assist with unloading cars, trailers and trucks of garbage litter and debris and placing it into containers. City sponsored volunteers then directed drivers out.
- B. The City will provide sweeper service to clean the hard surface of the disposal area. However, it will be the responsibility of the awarded proponent to provide employees, including supervisor, to oversee the final cleanup of bulk materials from the site. All waste materials must be removed from the work site.

4. Other:

- A. Mattresses/Box Springs, Tires, Propane Fuel/Oil Tanks
 - If there is an additional fee for these items, the proponent must include this fee and any other stipulations on the price sheet. It will be the responsibility of the awarded proponent to collect the fee (if any) upon drop off.
- B. Hazardous Materials
 - Will not be accepted.

PRICING SHEET

Disposal Services Community Cleanup Day

Total price to provide all labor to set up and remove all equipment and materials: \$0.00 - Free initial delivery and Free final removal

State a minimum number of staff members proposed to assist during the timeline of the event: 10 - 13

Additional Cost: Hi-Lo and Licensed Driver: \$195.00, includes delivery and removal

State any stipulations: _____

State price to exchange and haul away each 20-yard container: \$ 297.00 /each

Mattresses and box springs: \$ \$15.00 /each

State any stipulations: To be paid by resident to Plummers Disposal. \$0.00 to the City of Wyoming.

Tires: \$ 10.00 /each

State any stipulations: \$10 if whole. Free if cut in half. To be paid by resident to Plummers Disposal. \$0.00 to the City of Wyoming

As stated herein number of portable restrooms at no additional charge 4 - 6 (4 were on-site in 2019) \$0.00 to the City of Wyoming
2 Pink and 2 Orange portable restrooms

Minimum charge: \$4,950.00

Base Fee: \$6,135.00 (to include a maximum of 20 containers)

* Minus Metal Rebate

\$6,135.00 includes Plummers Disposal exchanging 20, 20-yard containers, the Disposal, Hi-Lo and Labor

* Plummers Disposal will list the City of Wyoming as Additionally Insured, see attached Certificate Of Insurance

* All Plummers Disposal employees will wear steel toe boots, cut resistant gloves and Hi Visibility Clothing

* Includes site visit with Nicholas Plummer pre-cleanup to discuss logistics

* Plummers Disposal will follow all City, County, State and Federal Laws, Rules and Regulations.

* No Yard Waste

* No Liquids

* No Hazardous Materials



BID/PROPOSAL FORM

Disposal Services for the 2019 Community Cleanup Day

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

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

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

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Duns #: _____

Plummers Disposal Service

[Proponent's full name]

Nicholas W. Plummer

[Signature for proponent]

[2nd signature for proponent]

Nicholas W. Plummer

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 10-17-19

1160 Electric Ave

[Proponent's street address]

616-261-4344

[Proponent's business phone]

Wayland

[City]

ME

[State]

49343

[Zip]

616-813-5800

[Cell phone number(s) of person(s) signing for proponent]

nick@plummersdisposal.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM PURITY CYLINDER GASES, INC.
FOR THE PURCHASE OF ARGON GAS AND LEASE OF THE ARGON STORAGE TANK
AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept a ten year agreement from Purity Cylinder Gases, Inc. for the purchase of argon gas and lease of the argon storage tank at the Clean Water Plant.
2. Funds are budgeted in the Clean Water Plant account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of argon gas and lease of the argon storage tank from Purity Cylinder Gases, Inc. through April 12, 2031.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: April 27, 2021

Subject: Argon Tank Lease Agreement and Argon Purchase

From: Jaime Fleming, Laboratory Services Manager

Date of Meeting: May 3, 2021

RECOMMENDATION:

It is recommended that Council authorize the Mayor and City Clerk to sign the contract agreement between the City of Wyoming and Purity Cylinder Gases, Inc. for the lease of the argon storage tank at the Clean Water Plant and the purchase of argon gas.

COMMUNITY, SAFETY, STEWARDSHIP:

It is incumbent upon us as a public utility to keep our costs as low as possible. The bulk pricing for argon gas and utilizing a large scale, permanent, on-site argon gas storage tank has been safe, feasible and economical.

DISCUSSION:

The lab at the Clean Water Plant uses an inductively coupled plasma spectrometer (ICP) which consumes argon gas to make a plasma. The plasma provides the energy involved in the detection of heavy metals in water samples. The argon gas required for this process is delivered monthly by Purity and stored on-site at the Clean Water Plant in a storage tank owned by Purity. Currently, the City leases the storage tank for \$225/month and pays \$5.85/ccf for the purchase of argon gas. Purity has agreed to extend the current pricing for 10 more years and therefore, it is recommended that the City accept the contract agreement. The estimated amount for the purchase of argon gas and the storage tank rental fee is \$30,000 annually.

Bulk Tank Facility Fee	225.00/month
Bulk Delivery Charge	55.00/delivery
Bulk Liquid Argon	\$5.85/ccf

BUDGET IMPACT:

Sufficient funds have been budgeted in the Clean Water Plant's 590-590-54310-740.000 account.



MASTER PRODUCT SALE AGREEMENT

In consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purity Cylinder Gases, Inc., with offices at 2580 28th Street, SW...Grand Rapids, Michigan 49509 ("Seller") and City of Wyoming Michigan, with offices at 1155 28th Street, SW...Wyoming, MI 49509 and 2350 Ivanrest Avenue, SW...Wyoming, MI 49418 ("Buyer") hereby agree as follows:

1. **REQUIREMENTS:** Buyer shall purchase solely from Seller, during the term of this Agreement, all of Buyer's requirements of industrial and medical gas products ("Product" or "Products"), in gaseous or liquid form, as Seller may have available for Buyer's use at its present, relocated or new facilities located within Seller's geographical sales area, upon the terms and conditions of this Agreement and Addendum(s) attached hereto and made a part hereof (collectively the "Agreement").
2. **TERM:** This Agreement having a reference date of April 12, 2021, shall be for the initial term set forth in an Addendum hereto, commencing upon the later of the date of first delivery of Product by Seller hereunder; or the date signed by Seller hereinbelow. This Agreement shall automatically renew for successive terms of equal length as the initial term unless terminated by either party upon not less than twelve (12) months' written notice before the end of the initial term or renewal term, as the case may be. This Agreement shall cover all mode changes, including from cylinders to liquid cans, liquid cans to bulk tanks, bulk tanks to on-site generation systems, and visa-versa. Seller may adjust pricing for the Product to reflect any such mode change. If Seller relocates any bulk storage tank and related equipment ("Equipment") or provides additional Equipment to meet Buyer's gas requirements, then a new initial term shall be effective upon the date of first delivery of such Product utilizing the relocated, replacement or additional Equipment.
3. **PRICING:** Seller's initial pricing to Buyer for Product is set forth in the attached Addendum, which is exclusive of all federal, state and/or local sales, use and excise taxes. Buyer shall pay such taxes unless it presents a valid tax exemption certificate to Seller. Terms of payment are Net 30 Days. Seller may change its pricing for Product from time to time by giving notice thereof to Buyer. Buyer may, within fifteen (15) days after notice of an increase, furnish Seller with a copy of a bona fide, firm written offer sufficient in form and content reasonably to satisfy Seller of Buyer's ability to purchase at a lower price from another responsible manufacturer or distributor the Product in like quantity and at similar terms of delivery. If, within fifteen (15) days of receipt of such firm written offer, Seller shall not agree to meet such lower price or to revert to its former price, or to negotiate with Buyer a revised price, Buyer may purchase such Product from such other manufacturer or distributor as specified in the firm written offer after giving Seller fifteen (15) days prior written notice thereof. If Seller shall agree to meet such lower price or to revert to its former price, Seller may, at its option, extend the term of this Agreement until the end of the contract term as provided in such firm written offer. Delivery charges and product or fuel surcharges, which Seller reserves the right to implement from time to time, shall not be deemed a price change for purposes of this Paragraph 3.
4. **RENTAL/FACILITY FEES:** Buyer shall pay Seller's standard rental rate on all cylinders furnished by Seller hereunder, which rental rate is subject to change from time to time and shall be computed and billed in accordance with Seller's standard policies. For the availability of Equipment, if any, installed by Seller hereunder, Buyer shall pay to Seller the monthly facility fee set forth in the Addendum.
5. **RETURN OF CYLINDERS:** Upon termination of this Agreement, Buyer shall return to Seller all cylinders supplied by Seller hereunder, complete with caps and fittings, in the same good condition as when received, ordinary wear and tear excepted. Buyer shall pay to Seller the replacement value of any lost or damaged cylinders, caps or fittings.
6. **EQUIPMENT SITE:** At its expense, Buyer shall furnish a suitable site ("Site") meeting applicable federal, state and local legal requirements and satisfactory to Seller for the installation of any Equipment, with applicable utility service(s), licenses and permits for the intended use of the Site. Buyer shall safeguard the Site throughout the term of this Agreement to prevent unauthorized entrance or trespass thereon and prevent its employees or third parties from altering, repairing, adjusting or tampering with the Equipment. Buyer shall reimburse Seller for any damage to the Equipment not caused by Seller.
7. **INSTALLATION/MAINTENANCE/REMOVAL:** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to install or maintain the same. Buyer shall have no ownership interest in the Equipment installed by Seller and shall keep same free of any and all liens or claims of any kind. Seller shall have the right to remove its Equipment within ninety (90) days after the expiration or termination of this Agreement. Buyer shall pay Seller's removal fee. If the Equipment installed by Seller is removed before the end of the initial term of this Agreement, Buyer shall also reimburse Seller for all unamortized installation costs incurred by Seller.
8. **EQUIPMENT CHANGE:** If significant changes in Buyer's requirements, methods or locations of use, or changes in the construction or operation of Buyer's facility warrant the relocation, replacement, installation or removal of any component of the Equipment, Seller shall provide a written quotation of work to be performed and costs associated with said work that will be Buyer's responsibility and receive written approval from Buyer prior to the beginning of said work. The rental facility fee referred to in Paragraph 4 above shall be subject to change on account of such work.
9. **DELIVERIES:** Bulk storage sites shall be accessible for delivery twenty-four (24) hours per day. Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Buyer's sole risk. Buyer's exclusive remedy for the unexcused failure on the part of the Seller to deliver Product when required by Buyer, regardless of cause of such failure, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder.

10. **FORCE MAJEURE:** Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or due to any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond the reasonable control of the party claiming excuse hereunder.

11. **WARRANTY:** Seller warrants that Product shall conform to the Seller's typical purity specifications for the Product. Buyer's exclusive remedy for each unexcused failure of Product to meet such purity level shall be to receive a refund of the price of such non-conforming Product or replacement thereof with Product that meets Seller's typical purity level. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. **LIMITATION ON LIABILITY:** Seller shall not be liable for any direct, indirect, special, incidental, and/or consequential damages, or lost profits arising or alleged to arise out of or in connection with any Product, cylinders or Equipment furnished hereunder, whether such damage results from any negligent act or omission or is related to strict liability, or otherwise.

13. **COMPLIANCE:** Buyer shall comply with all relevant reporting obligations under the Emergency Planning and Community right-to-Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the chemicals supplied under the agreement. Further, it is a responsibility of the Buyer to warn and protect its employees and others exposed to the hazards posed by the Buyer's storage and use of the product.

14. **INDEMNIFICATION:** Buyer shall indemnify the Seller and hold it harmless from all loss, damage, liability, claims, demands, expenses, costs and attorney's fees of every kind and nature whatsoever which relate in any manner, directly or indirectly, or are incidental to Buyer's handling or use of the Product.

15. **MISCELLANEOUS:**

- (a) The waiver of any breach or provision of this Agreement shall not be a waiver of any succeeding breach or other provision.
- (b) This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.
- (c) This Agreement, including Addendum(s) attached hereto, constitute the complete and exclusive statement of the terms and conditions of the parties' agreement. No modification or waiver of this Agreement shall bind Seller or Buyer unless in writing and signed and accepted by each party.
- (d) Buyer or Seller may not assign this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and is binding upon the successors and, if properly assigned, the assigns of both parties.
- (e) Buyer represents that, throughout the term of this Agreement, Buyer shall be free to meet all its obligations under this Agreement and shall not be bound by a conflicting agreement. Buyer shall fully indemnify Seller against all damages it may suffer if Buyer's representation is not correct.

City of Wyoming Michigan
("Buyer")

Accepted By: _____

Printed Name: _____

Title: _____

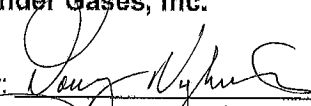
Date: _____

Approved as to form:



Scott G. Smith, City Attorney

Purity Cylinder Gases, Inc.
("Seller")

Accepted By:  _____

Printed Name: Doug Myhres _____

Title: President _____

Date: 4-26-21 _____



**ADDENDUM TO
 MASTER PRODUCT SALE AGREEMENT HAVING
 A REFERENCE DATE OF: April 12, 2021**

The Initial Term of This Agreement shall be for a period of ten (10) years.

Ship-To Location: **Clean Water Plant**
2350 Ivanrest Avenue, SW...Wyoming, MI 49418

Bulk Tank and Related Equipment Description: **325 gallon standard pressure vertical argon tank with vaporization, final line regulation and remote telemetry**

Bulk Tank Facility Fee \$225.00 per month
 Remote Telemetry Fee \$0.00 per month
 Bulk Nitrogen Delivery Charge \$55.00 per delivery

Part #	Description	Estimated Monthly Volume	Price	Unit of Measure
AR BULK	Bulk Liquid Argon	30,000scf	\$5.85	ccf (100scf)

Part #	Description	Price	Unit of Measure
AC 8	Acetylene size 4	\$51.49	cyl
AR C25 H15	75% Argon 25% Carbon Dioxide size H15	\$27.56	cyl
AR C25 T	75% Argon 25% Carbon Dioxide size T	\$38.84	cyl
AR HY5 T	95% Argon 5% Hydrogen size T	\$61.01	cyl
AR S	Argon size S	\$76.85	cyl
AR T	Argon size T	\$72.73	cyl
HE T	Helium size T	\$319.91	cyl
NI LC 200 L	Nitrogen liquid	\$240.04	cyl
NI M	Nitrogen size M	\$16.50	cyl



**ADDENDUM TO
MASTER PRODUCT SALE AGREEMENT HAVING
A REFERENCE DATE OF: April 12, 2021
Continued from page 3**

Part #	Description	Price	Unit of Measure
OX H	Oxygen size H	\$25.94	cyl
OX M	Oxygen size M	\$20.30	cyl
OX MED D	Oxygen USP size D	\$13.95	cyl
OX MED D AL	OX USP size D aluminum	\$13.95	cyl
OX MED DP	OX USP D customer owned	\$13.95	cyl
SP ACT PUR 12	Acetylene Dissolved size 5	\$76.87	cyl
SP ARG HP T	Argon high purity size T	\$72.81	cyl
SP ARG UHP T	Argon ultra high purity size T	\$114.15	cyl
SP HEL UHP T	Helium ultra high purity size T	\$415.77	cyl
SP NIT HP H	Nitrogen high purity size H	\$76.60	cyl
SP NIT UHP T	Nitrogen ultra high purity size T	\$83.78	cyl

City of Wyoming Michigan
("Buyer")


Accepted By: _____

Printed Name: _____

Title: _____

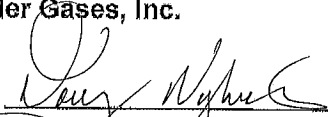
Date: _____

Approved as to form:



Scott G. Smith, City Attorney

Purity Cylinder Gases, Inc.
("Seller")

Accepted By:  _____

Printed Name: Doug Nijhuis

Title: President

Date: 4-26-21

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIRS OF THE
42" TRANSMISSION MAIN AND TO AUTHORIZE PAYMENT FOR THE REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency repairs of the 42" transmission main.
2. It is recommended the City Council authorize payment to Kamminga & Roodvoets and Prein & Newhof for the repairs.
3. The repairs will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repairs of the 42" transmission main.
2. The City Council does hereby authorize payment to Kamminga & Roodvoets in the amount of \$131,775.93.
3. The City Council does hereby authorize payment to Prein & Newhof in the amount of \$13,117.31.
4. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Invoices

Resolution No. _____

STAFF REPORT

Date: April 26, 2021
Subject: Emergency Payment Authorization – 42” Watermain Repairs
From: Robert Veneklasen, Water Treatment Plant Superintendent
Meeting Date: May 3, 2021

RECOMMENDATION:

It is recommended the City Council authorize the payment of the following invoices totaling \$144,893.24, for the emergency repair of the Wyoming 42” transmission main concluding in April of 2021.

Vendor	Amount
Kamminga & Roodvoets	\$131,775.93
Prein & Newhof	13,117.31
Total	\$144,893.24

COMMUNITY, SAFETY, STEWARDSHIP:

Prompt emergency repair of the City’s transmission main ensured the pipeline’s integrity and suitability to convey drinking water to all customers.

DISCUSSION:

On September 17, 2020 the water plant was informed of an area of standing water at 100th Ave. and Ransom St. near the path of the 42” transmission main. Testing of the standing water and water from a nearby private well was conducted in an effort to determine the source of the standing water into early December. The testing was inconclusive, however, on December 30, 2020 active water movement was identified on the ground surface and measures were immediately taken to identify the leak and necessary repair. Due to limited pipe repair parts and inclement winter weather the repair began on February 8, 2021 and concluded in three days. Final site restoration to the nearby farm field and access drive was completed on April 16, 2021.

Prein & Newhof provided all important engineering consultation and field observation along with inspection services of the construction performed by Kamminga & Roodvoets.

BUDGET IMPACT:

A budget amendment, attached, is necessary to cover the total cost of the repairs. Funds will be moved from the Water Fund’s working capital to the transmission main repair and maintenance account, 591-591-56300-930.000.

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-695 preinnewhof.com

Invoice

CITY OF WYOMING
BOB VENEKLASEN
WYOMING TREATMENT PLANT
16700 NEW HOLLAND ST
HOLLAND, MI 49424

Invoice number 59545
Date 02/08/2021
Project 2210006 42" LEAK REPAIR-NEAR 100TH

BILLING PERIOD: 12/27/20 TO 1/30/21

PROFESSIONAL SERVICES RELATED TO
FIELD INVESTIGATION, REPAIR DESIGN,
COORDINATION WITH K & R, MEETINGS
AND PROJECT ADMINISTRATION

Invoice Total 7,056.30

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-695 preinnewhof.com

Invoice

CITY OF WYOMING
BOB VENEKLASEN
WYOMING TREATMENT PLANT
16700 NEW HOLLAND ST
HOLLAND, MI 49424

Invoice number 60470
Date 04/07/2021
Project 2210006 42" LEAK REPAIR-NEAR 100TH

BILLING PERIOD: 2/28/21 TO 3/27/21

PROFESSIONAL SERVICES RELATED TO
PROJECT ADMINISTRATION, PROJECT
COORDINATION, CONSTRUCTION
OBSERVATION AND RECORD PLANS

Invoice Total 6,061.01

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



Kamminga & Roodvoets

3435 Broadmoor SE
Grand Rapids, MI 49512
Phone: (616) 949-0800
Fax: (616) 949-1894

Invoice

Invoice Number
1204401
Invoice Date
3/10/2021

Bill To: CITY OF WYOMING
ATTN: ROBERT VENEKLASSEN
2660 BURLINGAME AVE. SW
WYOMING, MI 49509

Re: 42" TRANS. EMERGENCY REPAIRS

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12044			NET 30 DAYS	4/9/2021
Quantity	Description	U/M	Rate/Unit	Price
1.00	42" TRANSMISSION MAIN REPAIR WORK THRU 2/28/21	LS	115,843.04	115,843.04

*Ladi,
Please hold for
now. TKS
Bob*

Subtotal	\$	115,843.04
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
Total Due	\$	115,843.04

Thank you for your business!



Kamminga & Roodvoets

3435 Broadmoor SE
 Grand Rapids, MI 49512
 Phone: (616) 949-0800
 Fax: (616) 949-1894

Invoice

Invoice Number
1204402
Invoice Date
4/22/2021

Bill To: CITY OF WYOMING
 ATT: ROBERT VENEKLASSEN
 2660 BURLINGAME AVE. SW
 WYOMING, MI 49509

Re: 42" TRANS. EMERGENCY REPAIRS

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12044			NET 30 DAYS	5/22/2021
Quantity	Description	U/M	Rate/Unit	Price
1.00	RESTORATION OF THE 42" TRANSMISSION REPAIR APRIL WORK	LS	15,932.89	15,932.89

Subtotal	\$	15,932.89
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
Total Due	\$	15,932.89

Thank you for your business!

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM PATRICK ENTERPRISES/GE GRID SOLUTIONS
FOR THE PURCHASE OF TWELVE MULTILIN 869 MOTOR PROTECTION RELAYS

WHEREAS:

1. As detailed in the attached staff report, the Water Treatment Plant is in need of twelve GE Multilin 869 motor protection relays.
2. Patrick Enterprises, the sole GE Grid Solutions factory representative, has provided a quote for the purchase of the motor protection relays on behalf of the manufacturer, GE Grid Solutions, at cost of \$5,917.10 each.
3. It is recommended the City Council authorize the purchase of twelve GE Multilin 869 motor protection relays in the total estimated amount of \$71,005.20.
4. Funds for the purchase are available in the Water Treatment Plant account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of twelve GE Multilin 869 motor protection relays from Patrick Enterprises/GE Grid Solutions in the total estimated amount of \$71,005.20.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: April 26, 2021
Subject: Purchase of Motor Protection Relays
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: May 3, 2021

RECOMMENDATION:

It is recommended the City Council approve the quote from GE Grid Solutions in the amount of \$71,005.20 for the purchase of twelve GE Multilin 869 motor protection relays.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant 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:

The Water Treatment Plant utilizes transfer pumps to fill ground storage reservoirs, and high service pumps to provide clean, fresh potable water to the City of Wyoming and eleven neighboring communities. These pumps are rated from 11 to 33 MGD and require large, 4,160-volt motors rated up to 2,300 HP. Due to the motor size, motor protection relays are required for protection, control, and management, which includes monitoring and diagnostics of performance indicators and real-time data such as voltage, amperage, temperature, and vibration. Should unsafe motor running conditions exist, the motor protection relay will instantly shut down the motor to avoid a potentially catastrophic breakdown.

The existing GE 469 Multilin motor protection relays have been in service for approximately 20 years and have become prone to failure and increased repair costs. Additionally, the Multilin 469 motor protection relays are outdated and no longer available for purchase. To ensure these critical pump motors are protected from unsafe conditions and to avoid costly breakdowns it is prudent to update the Multilin 469 motor protection relays to new 869 Multilin models.

Therefore, Patrick Enterprises, which is the sole GE Grid Solutions factory representative, was contacted for replacements and provided a quote for twelve Multilin 869 motor protection relays in the amount of \$5,917.10 each. Considering the importance of these devices and the GE Grid Solutions factory pricing, it is recommended the City Council approve the quote from GE Grid Solutions in the amount of \$71,005.20 for the purchase of twelve GE Multilin 869 motor protection relays.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account # 591-591-57300-986.444.

Attachment: Multilin 869 Brochure



Patrick Enterprises

City of Wyoming
1155 28th St. SW
Wyoming, MI 49509
Attn.: Dan Kleinheksel

~~March 26, 2021~~
April 7, 2021

Quote #: 2021-10742-M Revised

Dear Dan,

On behalf of **GE Grid Solutions (ie. GE Multilin and ITI)**, and per your request, we are pleased to provide the following. Please feel free to call me should any questions arise.

Please address resulting order(s):

**GE Grid Solutions
4200 Wildwood Parkway
Atlanta, GA 30339**

ITEM	QTY.	DESCRIPTION
1	12	Model 869-E-P5-P5-B5-H-S-S-A-L-A-M-M-P-F-B-SE-N-N-B-N Motor Protection Relay. "P5": 5A Three Phase Current Inputs (J1). "P5": Three Phase Current Inputs (K1). "B5": 5A Ground Current (J1) plus 50:0.025A (K1, included with "Current Protection" M-Option only). "H": 110 – 250VDC/110-230VAC Power Supply. "S": 6-RTD's – Pt100, Ni100, Ni120, Cu10). "S": 6-RTD's – Pt100, Ni100, Ni120, Cu10). "A": Slot F I/O – 2-Form A Relays, 3-Form C Relays, 7-Digital Inputs (Int/Ext Supply). "L": 7DcmA O/P plus 4 DcmA I/P plus 1-RTD. "A": 2-Form A Relays, 3-Form C Relays, 7-Digital Inputs (Int/Ext Supply) – Option "F" included 4: Arc Flash Sensors, each 18 Ft. Long. "M": Front Panel Faceplate. "M": Standard = Basic Current Protection plus 32, 67P, 67N, 87 (2 nd CT Bank Required for 87 Protection). "P": Standard Voltage Monitoring and Protection plus 32, 40, 40Q, 78, 55, 59_2, 78 and Fast U/F. "F": Standard Control – Setpoint Group Control, Breaker/Contactor Control, Virtual Inputs, Trip Bus plus FlexLogic, 50BF. "B": Basic Monitoring – Motor Health Report, Motor Learned Data, Motor Start Report, Data Logger.

-Continued on Page 2-

Manufacturer Representative Agency





Patrick Enterprises

-Page 2-

City of Wyoming
1155 28th St. SW
Wyoming, MI 49509
Attn.: Dan Kleinheksel

~~March 26, 2021~~
April 7, 2021

Quote #: 2021-10742-M Revised

ITEM	QTY.	DESCRIPTION	Price:
		<p>“SE”: Standard Communications – Front USB, 1-RS485: Modbus RTU, DNP3.0, IEC60870-5-103 + 1-Ethernet Cu Modbus TCP, DNP. “N”: No Advanced Communications Connector. “N”: No Wireless Communication. “B”: Basic Security. “N”: No Retrofit Kit.</p>	\$5,917.10 ea.

“The impacts of the Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on GE’s performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.”

Product will ship to address above.
Prices valid for 30 days per factory.
Product Non-Returnable.
Subject to GE Grid Solutions Terms and Conditions.
F.O.B.: Origin
Net: 30 days
Lead Time: 2 - 3 Weeks
Frt.: Prepaid & Add

Best Regards,

Grady Barr

Manufacturer Representative Agency



Multilin 869

Comprehensive Motor Protection and Management for Medium and Large Motors

The Multilin™ 869 relay is a member of the Multilin 8 Series protective relay platform and has been designed for the protection, control and management of medium and large induction and synchronous motors.

The Multilin 869 provides advanced functionality for various types of applications such as high-speed protection, extensively customizable programmable logic, advanced motor monitoring and diagnostics, and flexible configuration capabilities.

The Multilin 869 is now available with an integrated synchronous motor protection module for protection and control of synchronous motors.

Advanced communications in the 8 Series platform allows easy integration into process and electrical control systems for smoother asset monitoring and control.

Key Benefits

- Comprehensive motor protection for medium and large induction and synchronous motors
- User-configurable Single Line Drawing on color display for local control, system status, and metering
- Advanced motor diagnostics with comprehensive fault and disturbance recording
- Integrated arc flash detection using light sensors supervised by overcurrent to reduce incident energy and equipment damage
- Advanced cyber security including features such as AAA, Radius, RBAC, and Syslog helps enable NERC® CIP requirements
- Draw-out design simplifies testing and increases process uptime
- Supports the latest in communication protocols and networking technology, enabling seamless system integration and interoperability
- Optional Wi-Fi connectivity minimizes system configuration and facilitates safe relay programming and diagnostic retrieval

Applications

- Wide range of motor applications for oil & gas, mining & metals, cement, and wastewater
- Comprehensive protection and management of medium to large motors; two-speed, VFD-driven, cyclic loading and synchronous motors
- Specific and advanced features for high inertia loads and reduced-voltage starting motors
- Stator and rotor protection of medium to large synchronous motors
- Synchronous motor DC field excitation application control
- Advanced predictive motor diagnostics and motor health visualization



Innovative Technology & Design

- Advanced motor protection, control and diagnostics capabilities
- Proactive motor health diagnostics with Electrical Signal Analysis for electrical, mechanical and thermal monitoring
- Patented environmental monitoring and diagnostics
- Advanced, flexible and embedded communications: IEC® 61850 Ed2, IEC 62439/PRP, Modbus® RTU & TCP/IP, DNP3.0, IEC 60870-5-104
- Single setup and configuration across the 8 Series platform
- Elimination of electrolytic capacitors
- Field swappable power supply
- Enhanced relay draw-out construction

Exceptional Quality & Reliability

- IPC A-610-E Class 3 manufacturing standards
- Highest reliability standards for electronics testing
- Environmental Stress Screening and full functional testing
- Rated for IP54 (front) applications
- Harsh Environment Coating

Uncompromising Service & Support

- Covered under GE's 10 year warranty plan
- Designed, tested and assembled by GE

Multilin 869 Overview

The Multilin 869 Motor Protection System is a protection device designed for the management, protection and control of medium to large horsepower motors. The 869 provides comprehensive protection and control of various types of motors with different loads they run.

Protection & Control

As part of the 8 Series family, the Multilin 869 provides superior protection and control. The 869 offers comprehensive protection and control solutions for medium and large motors for various applications. It contains a full range of selectively enabled, self contained protection and control elements.

Recent enhancements include the following:

Starting Control

- Start sequence control
- Reluctance torque synchronization
- Incomplete start sequence
- Stabilizing feature
- Auto loading and unloading feature

Squirrel Cage Rotor Thermal Protection (separate from the main thermal model)

- Time vs speed curve based
- Reduced voltage starting feature

Enhanced Thermal Protection with Speed Biasing

Enhanced power factor protection

- Ride-through feature - directly trips motor
- Resynchronization feature - allows motor to re-synchronize instead of tripping

Power Factor Based Regulation

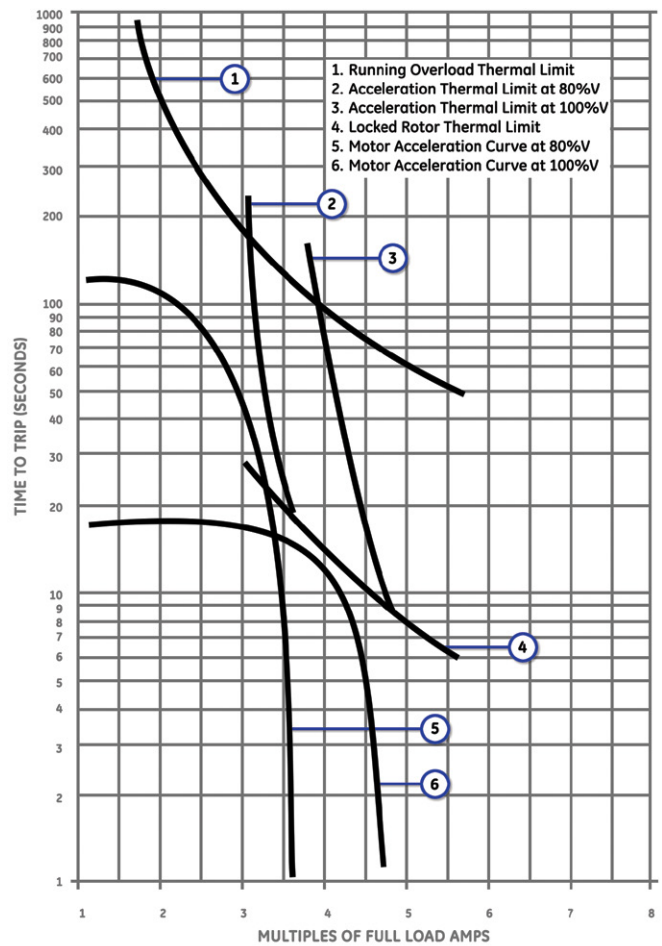
Motor Thermal Model

Many motor failures are directly or indirectly related to, or caused by, extensive heating of the different motor parts involved in electromechanical operation. Proven through several generations of GE's Multilin motor relays, an enhanced thermal model is used in the 869 relay with seven major features:

Motor thermal limit curves - NEMA® standard, voltage dependent and customized motor curves

- IEC 60255-8 thermal overload curves
- Smoothing filter for cyclic loads
- Current unbalance biasing
- Independent running and stopped exponential cooling curves
- Optional RTD biasing of the thermal model to adapt to real-time temperature measurements
- Compensation for hot/cold motor condition

The flexibility of the Multilin 869 thermal models allows for proper set up and performance for applications, including high inertia and cyclic loads.



Multilin 869 – Advanced Thermal Model High inertia overload curves sample, 8500HP, 13.2kV, Reactor coolant Pump

Thermal Model with Speed Biasing

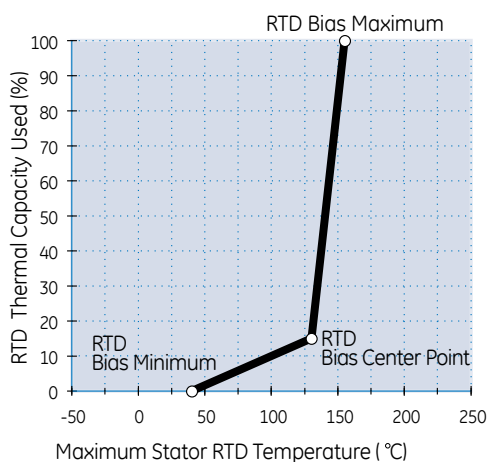
This feature acts as an additional check of the amortisseur, or squirrel cage winding rotor heating. This feature uses estimated speed-dependent thermal capacity used (actual value " and compares this value to the Thermal Capacity Used calculated by the current-based and RTD Bias (when Enabled) methods. The larger of the three values is used from that point onward.

RTD Biasing

The Multilin 869 supports up to 13 programmable RTD inputs that can be configured for an Alarm or Trip. The RTD voting option gives additional reliability to ignore any RTD failures.

The RTDs can be assigned to a group for monitoring the stator, bearing and ambient temperatures.

The Thermal Model is also biased by the RTD's temperature feedback. This feature allows the relay to protect the motor against unusual high ambient temperatures or abnormal heating due to overvoltage or damaged bearings. The RTD biasing feature can correct for this temperature rising by forcing the TCU register up to the value appropriate to the temperature of the hottest stator RTD.



RTD bias curve

High-Inertia Load Applications

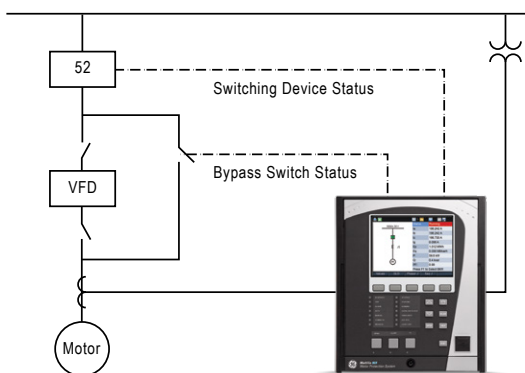
The voltage dependent overload curve feature in Thermal Model is tailored to protect motors which are used in high inertia load applications. Voltage is continually monitored when the motor is started and during acceleration. The thermal limit curve is then adjusted accordingly. This enables the Multilin 869 to distinguish between a locked rotor condition, an accelerating condition and a running condition.

VFD-Driven Motor Applications

The Multilin 869 provides protection for motors fed through VFDs (Variable Frequency Drives). A wide range of the frequency tracking (3-72Hz) allows the 869 to track the motor frequency and adjust its sampling rate to accurately measure phasors. An advanced algorithm allows switchable current and voltage tracking in case VFD is bypassed.

Thermal protection also considers the extra heating generated by the higher harmonics due to VFD to achieve the accurate response to the actual motor heating. RMS currents fed to the various motor protection elements are further processed through the averaging filter to eliminate oscillations in current signals to ensure the security.

Additionally, users may indicate a starting VFD frequency that helps the device to track the motor frequency faster and therefore accurately measures the phasor quantities, which, otherwise, could cause delayed or false protection operation of the protection.



Multilin 869 – VFD Driven Motor Protection with or without bypass switch

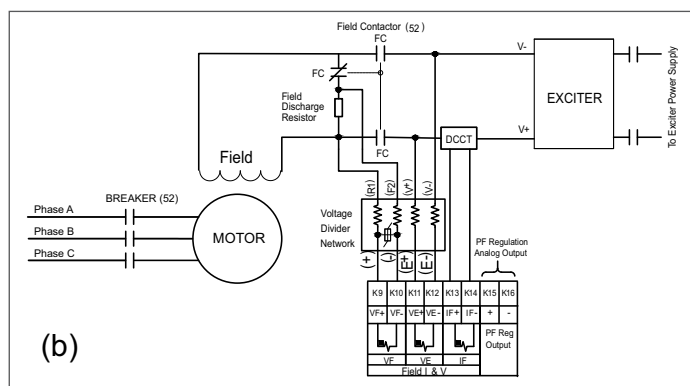
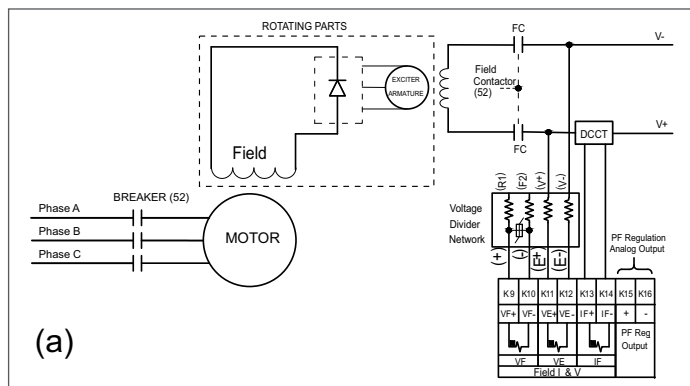
Cyclic Load Motor Applications

Input currents of a motor driving cyclic load can vary between very low to above the maximum allowable current during a load cycle. Variation in current magnitude results in motor heating and cooling depending on the heat and cooling time constants. Thermal overload protection response is made adaptive to the cyclic load based on the cooling time constants.

In addition, to provide more accurate overload thermal model response to cyclic load, the input currents to the thermal model are averaged over the settable duty cycle interval. With a reciprocating load application, the number of cycles to average can be determined from current waveform capture using the Oscillography/Datalogger features in the 869 motor protection relay.

Synchronous Motor Applications

The 869 is equipped to protect and control synchronous machines without the need for external hardware. All protection functions essential to the synchronous motor during asynchronous operation while starting up, during normal and overload operations and under fault conditions are available. In addition to stator protection and control, the relay provides protection and monitoring of exciting rotor during pull-out or loss of synchronism condition with elements like Out-of-Step, Loss-of-Field, Reactive Power, and Power Factor. With its well established and matured Thermal Model, it prevents overheating of both stator and rotor windings during both synchronous and asynchronous operation. During asynchronous operation or startup, the thermal model with VD (voltage dependent) function provides protection against excessive heating in the damper winding due to stalled or locked rotor conditions.



Multilin 869 Synchronous Rotor wiring diagram (a) Brushless (b) Brush-type

SM Field Overcurrent/ Undercurrent

The 869 relay provides monitoring of overcurrent and loss of DC field excitation input to the rotor of a synchronous motor. These elements respond to DC current input from the direct current transducer.

SM Field Overtemperature

The 869 relay provides protection of the rotor winding against overheating by exploiting the direct proportionality between temperature and resistance. This element responds to rotor resistance to detect rotor temperature. When magnitude of the field resistance or temperature exceeds the Pickup level for the time specified by the Pickup Delay setting.

SM Field Overvoltage/ Undervoltage

Excitation system output voltage to the rotor is monitored using these elements, corresponding to DC Field voltage measured across the field winding or exciter terminals. DC voltage is brought to the relay terminals through the voltage divider network, provided with the relay.

SM PF Regulation

Power Factor (PF) regulation is useful in applications where motors are subjected to high-level transient impact loads (such as chipper drives). The PF regulator senses the power factor dip occurring when the motor is loaded and signals the silicon-controlled rectifier (SCR) Exciter to respond with a boosted output. As a result, the pull-out torque of the synchronous motor is increased for the duration of the transient load. After the load subsides, the regulator senses an excessive leading power factor and signals the SCR to reduce its output. This automatic boosting of field current to avoid pull-out is called field forcing. The Power Factor regulator thus provides automatic boosting when field forcing is required and economical low field operation when the motor is idling.

Another application of the power factor regulator is to control power factor swings resulting from various levels of loading so as not to cause fluctuations in the plant system voltage.

SM Start Sequence Control

The 869 Start Sequence Control function provides:

- Controlled application of a DC field to the rotor winding for both brush-type and brushless synchronous motors.

The start sequence function is comprised of three field application control methodologies:

- Slip-frequency based for brush-type motor applications.
- Timer-based for both brushless and brush-type motor applications.
- Reluctance-torque based synchronization for brush-type motor applications.
- Incomplete start sequence protection to trip/alarm if the starting sequence is not completed within a set time.
- Load application relay functionality enabling motor loading following the DC field application and unloading following a trip and/or loss of synchronization (pole slipping).
- Start sequence control when the motor enters re-synchronization mode.

Reduced Voltage Starting

Many induction and synchronous motor starting applications involve either reduced voltage (starting reactor or autotransformer) or part-winding starting methods. The 869 can control the transition of a reduced voltage starter from reduced to full voltage. Based on "Current Only", "Current and Timer", or "Current or Timer" (whichever comes first).

Reactive Power

In a synchronous motor application, the reactive power element can be used to detect an excitation system malfunction, e.g. under excitation, loss of excitation, etc. Once the 3-phase total reactive power exceeds the positive or negative level, for the specified delay, a trip or alarm occurs indicating a positive or negative kvar condition.

Power Factor

When the 869 is applied to a synchronous machine, it is not desirable to trip or alarm due to the power factor until the field has been applied. Therefore, the power factor feature can be blocked until the machine comes up to speed and the field is applied. From that point forward, the power factor trip and alarm elements will be active. Once the power factor is less than either the Lead or Lag level, for the specified delay, a trip or alarm occurs indicating a Lead or Lag condition. The power factor alarm can be used to detect loss of excitation and out of step.

Stator Differential

Differential protection is considered as the first line of protection for internal phase-to-phase or phase-to-ground faults for medium and large motors to provide sensitive and fast clearing protection against winding faults including turn-to-turn faults. The Multilin 869 provides two flavors of the stator current differential protection:

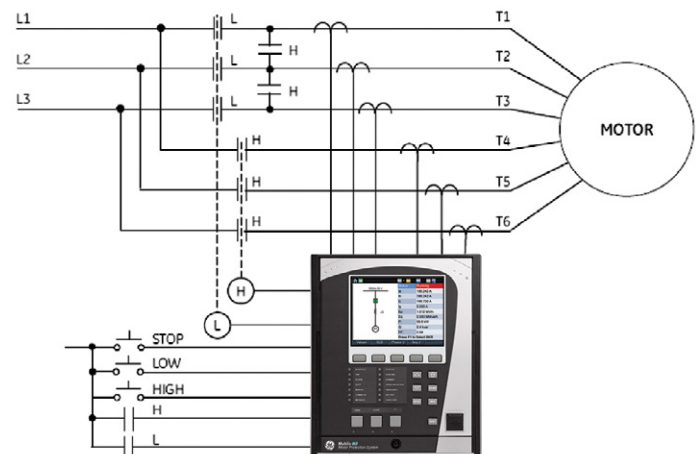
- Traditional dual-slope percent differential protection enhanced with CT saturation detection and directional checks for both AC and DC saturation provides exceptional security without sacrificing sensitivity
- Core-balanced differential protection enhanced with biasing during motor starting to inhibit differential protection when inrush currents may upset differential protection

All differential values are available in metering and oscillography allowing easy testing and troubleshooting.

Two-Speed Thermal Model

The two-speed motor protection feature provides protection for motors that can operate at two different speeds, with a detailed algorithm integrating the heating at each speed into a single thermal model.

The Multilin 869 automatically determines which settings should be active at any given time by considering the transition from speed one to speed two within a specific period of time. All required logic and time delays are provided to ensure a safe speed transition.



Underpower Protection

The Underpower element in the 869 is based on the three-phase real power (kW) measured from the phase currents and voltages. Underpower may be used to detect loss of load conditions. For more sensitive detection of load loss or pump cavitation, or detecting process related issues.

Current Unbalance

Unbalance current, also known as negative sequence current or I₂, results in disproportionate rotor heating.

The current unbalance protection feature can detect when the motor's thermal capacity is exhausted and alarm and /or trip before the motor has heated substantially. For the 869 relay, unbalance is defined as the ratio of negative-sequence to positive-sequence current.

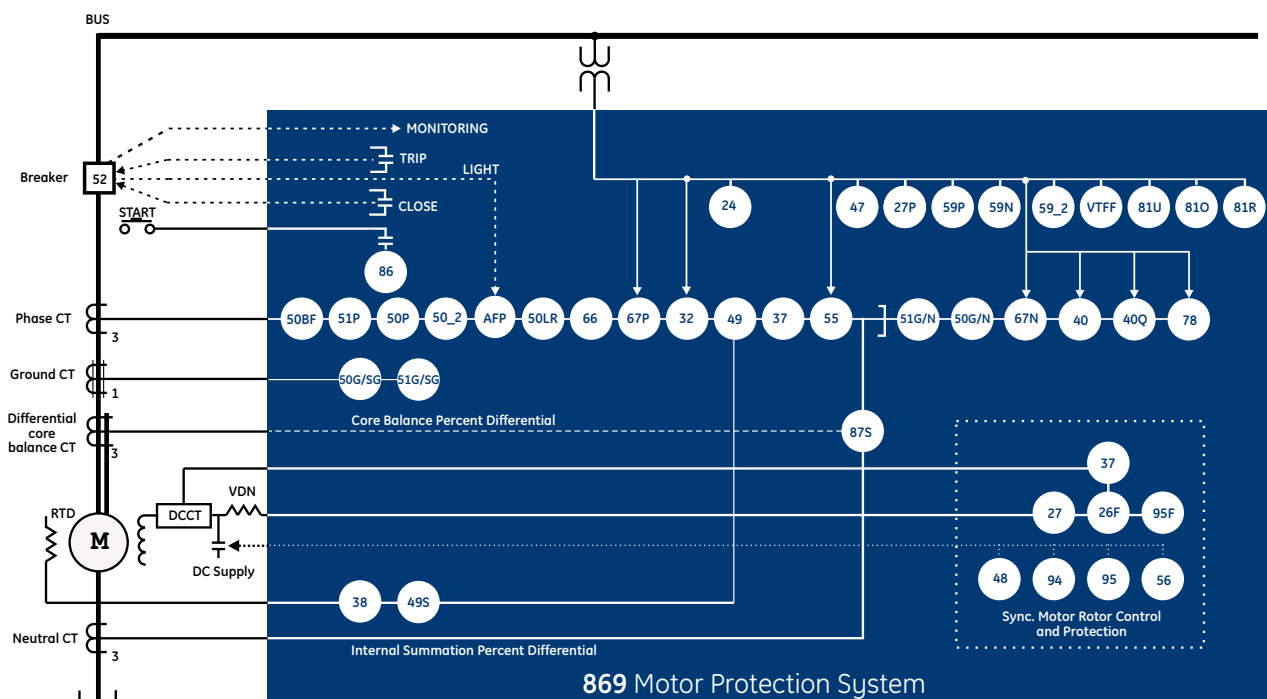
Voltage and Frequency Protection

The voltage and frequency protection functions detect abnormal system conditions such as over/under voltage, over/under frequency and/or phase reversal that are potentially hazardous to the motor.

Undercurrent Protection

The undercurrent protection element provides the ability to trip the motor due to external conditions causing the load being driven by the motor to drop below a pre-set level. This function is used to protect pumps from loss of suction, fans from loss of airflow due to a closed damper or a conveyor system due to a broken belt.

Functional Block Diagram



ANSI DEVICE	DESCRIPTION
12/14	Over Speed Protection/ Under Speed Protection
24	Volts per Hertz
26F	Sync. Motor Field Overtemperature
27F	Sync. Motor Field Undervoltage
27P	Phase Undervoltage
32	Directional Power
37	Undercurrent
37F	Sync. Motor Field Undercurrent
37P	Underpower
38	Bearing RTD Temperature
40	Loss of Excitation
41	Loss of Excitation
40Q	DC Field Breaker/Contactor
46	Current Unbalance
47	Phase Reversal
48	Incomplete Sequence
49	Thermal Model
49S	Stator RTD Temperature

ANSI DEVICE	DESCRIPTION
50BF	Breaker Failure
50G	Ground Instantaneous Overcurrent
50SG	Sensitive Ground Instantaneous Overcurrent
50SG/G	Ground Fault
50LR	Mechanical Jam
50N	Neutral Instantaneous Overcurrent
50P	Phase Instantaneous Overcurrent
50_2	Negative Sequence Instantaneous Overcurrent
51G	Ground Time Overcurrent
51SG	Sensitive Ground Time Overcurrent
51N	Neutral Time Overcurrent
51P	Phase Time Overcurrent
52	AC Circuit Breaker
55	Power Factor
56	Sync. Motor Start Sequence Control
59F	Sync. Motor Field Overvoltage
59N	Neutral Overvoltage

ANSI DEVICE	DESCRIPTION
59P	Phase Overvoltage
59X	Auxiliary Overvoltage
59_2	Negative Sequence Overvoltage
66	Maximum Starting Rate
67N	Neutral Directional Element
67P	Phase Directional Element
76F	Sync. Motor Field Overcurrent
78	Out-of-Step Protection
81O	Overfrequency
81U	Underfrequency
81R	Frequency Rate of Change
86	Start Inhibit
87S	Stator Differential
90F	Sync. Motor Power Factor Regulation
95	Reluctance Torque Sync/Resync.
96	Autoloading Relay
AFP	Arc Flash Protection
VTF	Voltage Transformer Fuse Failure

Table 1-1: ANSI Device Numbers and Functions

Acceleration Time	FlexLogic Equations	Reduced Voltage Starting
Analog Input	Flex States	RTD Temperature
Analog Output	IEC 61850 Communications	Setpoint Groups (6)
Breaker Arcing Current (I2t)	Mechanical Jam	Short Circuit
Broken Rotor Bar	Metering: current, voltage, power, PF, energy, frequency, harmonics, THD	Stator Inter-Turn Fault
Switching Device Control	Modbus User Map	Time of Day Timer
Breaker Control	Motor Health Report	Trip Bus (6)
Breaker Health	Motor Learned Data	Transient Recorder (Oscillography)
Data Logger	Motor Start Records	Trip and Close Coil Monitoring
Demand	Motor Start Statistics	User-programmable LEDs
Digital Counters	Non-volatile Latches	User-programmable
Pushbuttons		
Event Recorder	OPC-UA Communications	Virtual Inputs (32)
Fault Report	Output Relays	Virtual Outputs (32)
Fast underfrequency	Overload Alarm	Voltage Disturbance
FlexElements	Power Quality	

Table 1-2: Other Device Functions

Motor Start Supervision

Motor start supervision consists of the following features: Time-Between-Starts, Start-per-Hour, Restart Time and Start Inhibit. These elements are intended to guard the motor against excessive starting duty, which is normally defined by the motor manufacturer in addition to the thermal damage curves. The Emergency Restart enables the user to reset the Motor start supervisions in case of process needs.

The start inhibit function prevents the starting of a motor when the motor is too hot and does not have a sufficient amount of thermal capacity available to allow a start without being tripped offline. In case of emergency, the thermal capacity used and motor start supervision timers can be reset to allow a hot motor to start.

Volts/Hz

To take care of over excitation that may result in saturation of the magnetic core or over heating due to stray flux.

In the 869, the per-unit volts-per-hertz (V/Hz) value is calculated using the maximum of the three-phase voltage inputs or the auxiliary voltage.

Mechanical Jam and Acceleration Time

These two elements are used to prevent motor damage during abnormal operational conditions such as excessively long acceleration time or stalled rotors. The mechanical jam element senses increased loading associated with process or load related faults such as an overloaded conveyor.

The Multilin 869 protects the motor from overheating in cases of abnormal loading during motor starts. The motor can be tripped if the motor does not reach a running condition within the programmable motor acceleration time.

Adaptive Protection

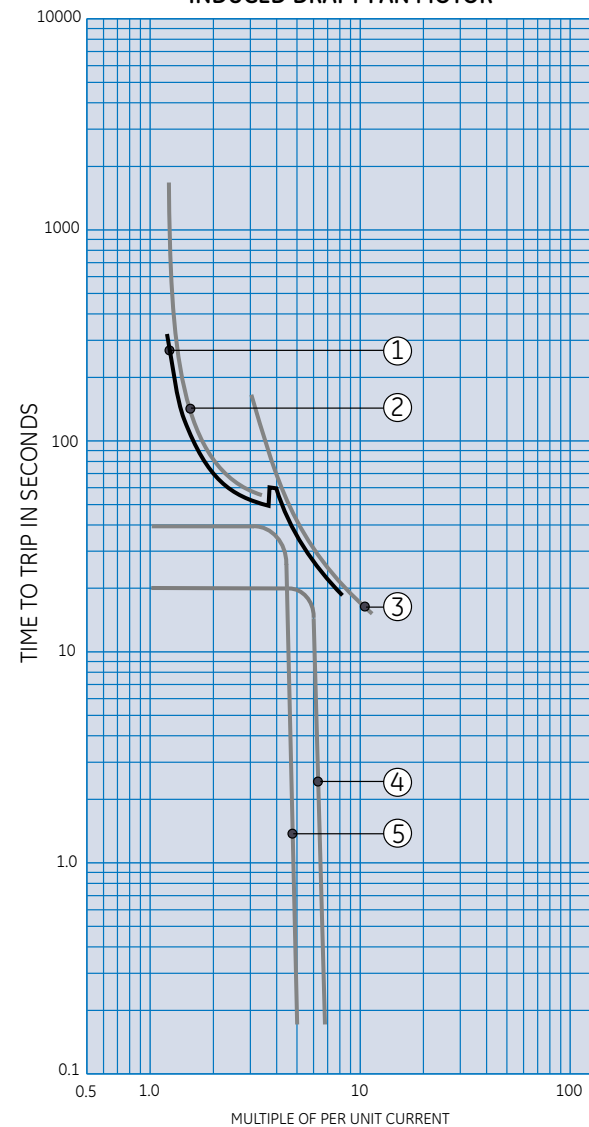
The Multilin 869 offers effective, reliable management of motors. With dynamic, sensitive settings, the 869 provides secure and dependable protection. With six setting groups, the 869 provides the sensitive settings range and groups required to ensure no compromise is made to

meet changing system conditions. These setting groups can be enabled automatically or manually via digital inputs, virtual inputs or remote communications to address system needs, ensuring greater system reliability and efficiency.

FlexCurves

For applications that require greater flexibility, FlexCurves™ can be used to define custom curve shapes. These curves can be used to protect motors with different rotor and stator damage curves, allowing complete protection over the total motor capacity.

TYPICAL CUSTOM CURVE - 6500 HP, 13800 VOLT INDUCED DRAFT FAN MOTOR



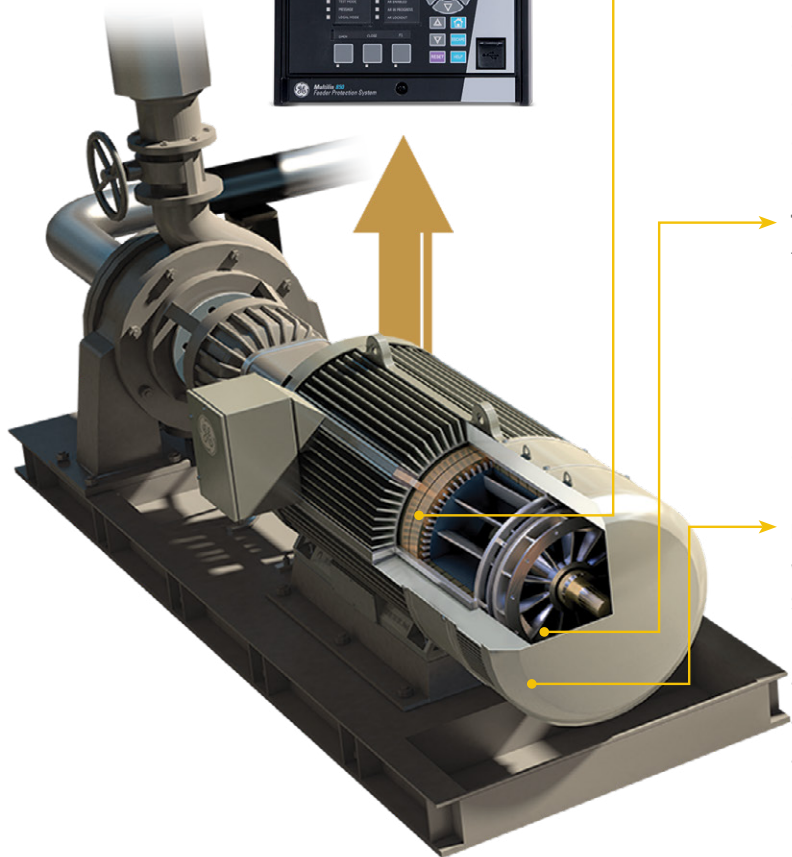
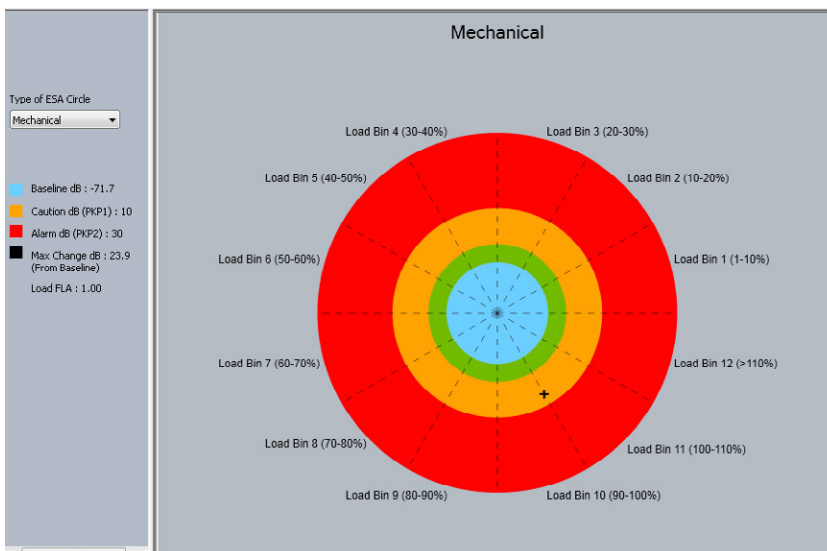
- ① PROGRAMMED FLEXCURVE
- ② RUNNING SAFETIME (STATOR LIMIT)
- ③ ACCELERATION SAFETIME (ROTOR LIMIT)
- ④ MOTOR CURRENT @ 100% VOLTAGE
- ⑤ MOTOR CURRENT @ 80% VOLTAGE

Typical FlexCurve overload curve.

Monitoring & Diagnostics

The Multilin 869 includes high accuracy metering and recording for all AC signals. Voltage, current, and power metering are built into the relay as a standard feature. Current and voltage parameters are available as total RMS magnitude, and as fundamental frequency magnitude and angle.

Please refer to the 8 Series brochure for more information related to Communication, metering & monitoring.



Electrical Abnormalities

If undetected, insulation failure can evolve into phase or ground faults, causing equipment damage or loss and significant unplanned downtime. The 869's advanced motor monitoring and trending capabilities provides identification of critical electrical conditions including:

- Stator inter-turn insulation
- Phase-phase insulation
- Stator ground failure
- Loss of load/process
- Unbalance current
- Power factor
- Under/Over frequency

Thermal Abnormalities

The 869 continuously and proactively monitors the motor for Thermal Capacity Used (TCU) to provide early warning of thermal stresses including:

- Extreme starting conditions
- Ambient Temperature
- Forced cooling stops
- Harmonics
- Single phasing
- Unbalance current
- Increase load
- Locked rotor

Mechanical Abnormalities

Without the need for additional sensors or probes the 869 utilizes Electrical Signature Analysis (ESA) / Motor Current Signature Analysis (MCSA) to identify mechanical abnormalities in the motor including:

- Broken Rotor Bar
- Bearing Failure
- Mechanical Jam
- Static & Dynamic Eccentricity
- Foundation Looseness
- Misalignments

Integrated Motor Monitoring & Diagnostics

Motor failures and faults can have a significant impact on a process, resulting in loss of revenue and material. Predictive maintenance and situational awareness to the motors operating condition can help reduce unplanned downtime and energy consumption - maximizing motor output and life.

The Multilin 869 offers an integrated, cost effective monitoring and diagnostics features that leverage existing relay data without the need for additional devices, sensors, wiring or training.

Motor monitoring & diagnostic features include Stator turn to turn fault, Broken rotor bar detection, Roller bearing faults, foundation looseness, eccentricity, and misalignments. Using advanced Motor Current Signature Analysis (MCSA), the 869 continuously analyzes the motor current signature and based on preset algorithms will determine when an electrical, thermal or mechanical fault / failure condition exists in the motor.

By providing early indication of potential electrical, thermal or mechanical failures, serious system issues can be avoided, such as reduced starting torque, overloads, torque and speed oscillation and bearing wear.

With fully programmable alarms, the Electrical Signature Analysis or Motor Current Signature Analysis provides advanced warning and early detection of impending electrical, thermal or mechanical issues, enabling maintenance personnel to schedule for predictive maintenance of the motor thereby preventing catastrophic motor failures to maximize motor life, repair costs, and system uptime.

Voltage Disturbance

The Voltage disturbance function of Voltage Swell and Voltage Sag, as described in IEEE 1159-2009.

When the voltage on any phase drops below this level a voltage sag condition occurs. Voltage sags are usually associated with system faults but can also be caused by switching heavy loads or starting large motors. Short duration voltage sag may cause process disruptions.

Voltage swells are usually associated with system fault conditions, but they are much less common than voltage sags. An SLG fault on the system can cause a swell to occur, resulting in a temporary voltage rise on the healthy phases. Swells can also be caused by switching off a large load, load shedding, or switching on a large capacitor bank. Voltage swell may cause failure of the components depending upon the magnitude and frequency of occurrence.

Over speed

Any of the input contacts can be used to read the pulses from the input source to determine the speed of the motor. The source of the pulses can be an inductive proximity probe or Hall Effect gear tooth sensor. Two modes of speed: under speed and over speed can be defined.

Multilin 869 Motor Health Report

869 Health Report

OVERVIEW

Requested Period	May 09, 2013 05:00 AM - May 10, 2014 05:59 AM
Report Created By	320003242
Motor Name	Relay 1
Protection Device	869-EP1NNG1HNNAANGMPFCSENWBN
Firmware Version	1.20
Motor FLA	500.0 A
Rated Voltage	600 V
Phase Rotation	ABC
System Frequency	60 Hz
Motor Running Time	0 hours

Generated At: May 09, 2014 06:34:29 PM

Motor Start Records

Start Number	Baseline	Start Date
1	4000 A	May 09, 2014 06:34:29 PM

Status Overview

Available Time Range: May 06, 2014 - May 09, 2014

Status	Parameter	% Change	Oldest Record (May 06, 2014)	Latest Record (May 09, 2014)
Red	Acceleration Time	Increased 58.3%	12.0 s	19.0 s
Green	Starting Current	Decreased 29.7%	155 A	109 A
Green	Starting Capacity	Increased 56.0%	25%	39%
Red	Average Motor Load	Decreased 4.3%	0.94 x FLA	0.90 x FLA
Green	Run Time After Start	Decreased 66.7%	9 min	3 min

Overview of the 869 Motor Health Report

Motor Status Summary

Motor Start Records

Proactive Motor Management System

The Multilin 869 delivers a patented approach of integrating advanced monitoring and diagnostic capabilities. Without the cos sensors, the powerful 869 delivers electrical, thermal, and mechanical failure mode detection for electric motors. With early detection and warning asset managers and operators are able to take proactive maintenance steps, reducing costs associated with unplanned downtime and expensive device repair or replacement.

When coupled with the 869's comprehensive protection & control functions, the 869 delivers a continuous, online, and holistic approach to motor management. Starting from detection of an anomaly or degradation of a motor component, to alarming of the condition, to recording and logging the signals and evolving changes, the 869 provides comprehensive condition-based monitoring and visualization.

Advanced Motor Health Report

The 869 motor health report provides a quick snapshot of the motor operating and diagnostic information in an easy way to allow users to make decisions about health of the motor. Based on the graphical representation and trend values of the motor historical data gathered by the 869, users can quickly identify process issues and maintenance requirements before damage occurs and costly repairs are required.

The motor health report quickly provides a motor operation summary with detailed information in seven categories.

- **Device Overview:** gives general information on the motor, including requested period, user name, device name, order code, firmware version, motor and system settings, and motor total running time.
- **Status Overview:** summarizes the historical learned data and gives an evaluation of the status of the motor, including the oldest and latest values of acceleration time, starting current, start thermal capacity used, average motor load, and average running time.
- **Trip Summary:** presents a summary of the events that have tripped the motor.
- **Motor Operating History:** counts the amount of events in terms of Motor Starting/Running, Manual Stop Commands, Trip Commands, Lockouts, Alarm Conditions, and Emergency Restarts.
- **Motor Starting Learned Data:** collects the learned data, including acceleration time, starting current, start thermal capacity used, average motor load, and average running time.
- **Motor Start Records:** displays the start data, including average of three-phase RMS currents, current unbalance, ground current, average of three-phase RMS voltages, thermal capacity used, frequency and motor status.
- **Motor Stopping/Tripping:** gives details on the events that are specifically related to the stopping and tripping of the motor.

Cyber Security

869 cyber security enables the device to deliver full cyber security features that help operators to comply with NERC CIP guidelines and regulations.

- AAA Server Support (Radius/LDAP)
- Role Based Access Control (RBAC)
- Event Recorder (Syslog for SEM)



Cyber Security with Radius Authentication

GEGridSolutions.com

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imagination at work

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

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
Uniforms, Cold Weather Gear, and Service Awards	Action Industrial Supply Co. and Cintas Corp.	Bid prices as shown on the attached tabulation sheets
Water Supply Piping	DHE Mechanical and Plumbing	\$51,800.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for the Water Supply Piping.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 3, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Tabulation Sheets
Contract
DHE Post-Bid Supplement

Resolution No. _____

STAFF REPORT

Date: April 26, 2021
Subject: Uniform, Cold Weather Gear, and Service Awards
From: Laura Jackson, Purchasing Department
Meeting Date: May 3, 2021

RECOMMENDATION:

It is recommended the City Council award the bid for uniforms, cold weather gear, and service awards to Action Industrial Supply Company and Cintas Corporation.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing employees in the Wyoming City Employees Union with work uniforms is required in accordance with the contract provisions of the collective bargaining agreement, additionally there are other employees that are provided uniforms due to the nature of their positions. The uniforms create a sense of community among employees, and provide safety for employees as well as the community.

Many of our employees work in safety sensitive positions and the uniforms specified are protective in areas of thickness, reflective material, and color. Wyoming employees work in public spaces and in homes and need to be identifiable. Employees use their ID card as necessary and the embroidered work uniform provides a second method of identification.

DISCUSSION:

On April 20, 2021, the City received three bids for uniforms, cold weather gear and service award items. Sixty-three invitations to bid were sent to prospective bidders.

The bid specifications requested pricing for commonly purchased uniform, cold weather gear and service award items as well as a percentage discount for items that were not listed in the bid but are available in the catalogs. Action Industrial Supply Company was the low bidder for the majority items listed. Cintas Corporation offered a 15% discount for other uniforms, cold weather gear, and service award items in Cintas Source Book and all other catalogs. Action Industrial Supply Company and The Identity Source, LLC did not offer additional discounts. It is recommended the City award the bid to both Action Industrial Supply Company and Cintas Corporation.

Uniforms, cold weather gear, and service awards are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for uniforms and service award items is approximately \$43,000.00.

TABULATION OF BIDS

FOR: UNIFORMS, COLD WEATHER GEAR AND SERVICE AWARDS

OPENED BY THE CITY CLERK ON TUESDAY, APRIL 20, 2021 AT 11:00 A.M.

Item	Brand	ITEM #	Color(s)	ACTION INDUSTRIAL SUPPLY COMPANY						THE IDENTITY SOURCE, LLC		CINTAS CORPORATION	
				Year One		Year Two		Year Three		(Same Pricing 3 Years)		(Same Pricing 3 Years)	
				Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)
PW, Traffic, PW Bldg Maint., Engineering and PW Seasonal Employees													
Pants	Carhartt	B151	Fatigue, Light Brown	\$ 31.39	\$ 35.32	\$ 31.39	\$ 35.32	\$ 32.65	\$ 36.73	\$ 37.99	\$ 42.74	\$ 43.99	\$ 46.99
Pants	Carhartt	B324	Dark Coffee	\$ 30.09	\$ 34.00	\$ 30.09	\$ 34.00	\$ 31.29	\$ 35.37				
Substitute:	Carhartt	102517								\$ 42.74	\$ 47.49		
Pants	Dickies	DP902SBD	Stone-washed Duck Brown	\$ 34.80	\$ 34.80	\$ 34.80	\$ 34.80	\$ 36.19	\$ 36.19	\$ 40.84	\$ 40.84		
Substitute:	Dickies	1939	Brown									\$ 24.35	\$ 27.35
Pants	Carhartt	Unlined Bibs - R06	Dark Brown										
Substitute:	Carhartt	102776		\$ 56.25	\$ 62.79	\$ 56.25	\$ 62.79	\$ 58.50	\$ 65.30	\$ 75.99	\$ 85.49	\$ 79.98	\$ 82.98
Shorts	Carhartt	104542	Dark Khaki										
Substitute:	Red Kap	PT 66	Khaki							\$ 22.99	\$ 27.99		
Shorts	Carhartt	103543	Dark Khaki	\$ 26.16	\$ 30.09	\$ 26.16	\$ 30.09	\$ 27.21	\$ 31.29	\$ 47.49	\$ 52.24		
Substitute:													
Shorts	Dickies	DX902SBD	Stone-washed Duck Brown	\$ 27.79		\$ 27.73		\$ 28.84		\$ 32.99	\$ 32.99		
Hooded Sweatshirt	Carhartt	CTK121	Heather Gray	\$ 28.13	\$ 31.39	\$ 28.13	\$ 31.39	\$ 29.26	\$ 32.65	\$ 37.99	\$ 42.74	\$ 36.99	\$ 39.99

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Crew Sweatshirt	Carhartt	K124	Heather Gray	\$ 24.20	\$ 27.47	\$ 24.20	\$ 27.47	\$ 25.17	\$ 28.57			\$ 32.29	\$ 35.29
Substitute:	Carhartt	103852								\$ 37.99	\$ 42.74		
Hooded Sweatshirt	Port & Co.	PC90	Athletic Heather	\$ 7.74	\$ 12.06	\$ 7.74	\$ 12.06	\$ 8.05	\$ 12.54	\$ 14.80	\$ 23.80	\$ 9.89	\$ 12.89
Crew Sweatshirt	Port & Co.	PC90H	Athletic Heather	\$ 16.87	\$ 22.07	\$ 16.87	\$ 22.07	\$ 17.54	\$ 22.95	\$ 8.21	\$ 13.67	\$ 21.50	\$ 24.50
Reflective Hood SS	Radians	SJ02B-3PGS	Safety Green	\$ 26.86	\$ 26.86	\$ 26.86	\$ 26.86	\$ 27.93	\$ 27.93	\$ 30.87	\$ 30.87	\$ 31.99	\$ 34.99
Substitute:	Kishigo	T722-723	Safety Green							\$ 50.99	\$ 52.76		
Long Sleeve Reflective T-Shirt	Radians	ST21-3PGS	Safety Green	\$ 14.73	\$ 14.73	\$ 14.73	\$ 14.73	\$ 15.32	\$ 15.32	\$ 25.57	\$ 25.57	\$ 17.40	\$ 20.40
Substitute:	Cornerstone	CS201	Safety Yellow							\$ 16.91	\$ 18.45		
T-Shirt	Port & Co.	PC55	Athletic Heather	\$ 3.98	\$ 6.83	\$ 3.98	\$ 6.83	\$ 4.14	\$ 7.10	\$ 2.53	\$ 5.44	\$ 5.00	\$ 8.00
T-Shirt	Carhartt	CTK87	Heather Gray	\$ 11.77	\$ 13.74	\$ 11.77	\$ 13.74	\$ 12.24	\$ 14.29	\$ 16.14	\$ 18.99	\$ 15.75	\$ 18.75
T-Shirt	Carhartt	100410	Heather Gray	\$ 15.69	\$ 18.98	\$ 15.69	\$ 18.98	\$ 15.32	\$ 19.74			\$ 20.98	\$ 23.98
Substitute:	Cornerstone	CS401	Safety Yellow							\$ 15.00	\$ 14.33		
Reflective T-Shirt	Radians	ST11-2PGS	Safety Green	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 9.26	\$ 9.26	\$ 15.29	\$ 15.29	\$ 11.99	\$ 14.99
Substitute:													
Dry-Fit T-Shirt	Sport-Tek	T473	Silver	\$ 9.14	\$ 13.06	\$ 9.14	\$ 13.06	\$ 9.51	\$ 13.58	\$ 9.32	\$ 12.29	\$ 11.65	\$ 14.65
Polo Shirt	Nike	363807 / 604941 (TALL)	Any color	\$ 26.15	\$ 30.07	\$ 26.15	\$ 30.07	\$ 27.20	\$ 31.27	\$ 30.75	\$ 32.29	\$ 30.75	\$ 33.75
Substitute:	Nike	604941(Tall)	Any Color							\$ 35.37	\$ 36.91	\$ 38.32	\$ 41.32
Winter Bibs	Carhartt	R41 (Quilt Lined)	Carhartt Brown									\$ 38.32	\$ 41.32
Substitute:	Carhartt	104393	Brown Black	\$ 77.83	\$ 84.37	\$ 77.83	\$ 84.37	\$ 80.94	\$ 87.74	\$ 94.99	\$ 104.99		

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Winter Bibs	Carhartt	R03 (Arctic Lined)	Carhartt Brown										
Substitute:	Carhartt New Extremes	104461	Black	\$ 137.35	\$ 150.43	\$ 137.35	\$ 150.43	\$ 142.84	\$ 156.84				
Substitute:	Bulwak	BLN6	Duck Brown							\$ 323.44			
Winter Coat	Carhartt	J002 (Short Coat)	Carhartt Brown										
Substitute:	Dri Duck	5091	Saddle							\$ 67.96	\$ 69.96		
Winter Coat	Carhartt	C003 (Long Coat)	Carhartt Brown	\$ 86.91	\$ 93.34	\$ 86.91	\$ 93.34	\$ 90.37	\$ 97.07	\$ 113.90	\$ 123.49	\$ 119.98	\$ 122.98
Reflective Jacket (Rain/Spring/Fall)	PIP Safety Products	PIP 343-1756	Safety Green	\$ 91.40	\$ 91.40	\$ 91.40	\$ 91.40	\$ 95.06	\$ 95.06			\$ 105.29	\$ 110.29
Substitute:	Corner Stone	CS124	Safety Yellow							\$ 63.06	\$ 64.60	\$ 105.29	\$ 110.29
CLEAN WATER PLANT AND WATER TREATMENT PLANT EMPLOYEES													
Bib Overalls	Carhartt	104393	Any	\$ 77.83	\$ 84.37	\$ 77.83	\$ 84.37	\$ 80.94	\$ 87.74	\$ 94.99	\$ 104.49		
Substitute:	Carhartt	CTR41	Any									\$ 99.98	\$ 102.98
Hat	Carhartt	A18	Any	\$ 11.12	\$ 11.12	\$ 11.12	\$ 11.12	\$ 11.56	\$ 11.56	\$ 16.14		\$ 12.29	
Hat	Carhartt	A202	Any	\$ 13.08	\$ 13.08	\$ 13.08	\$ 13.08	\$ 13.60	\$ 13.60	\$ 18.99		\$ 16.90	
Jacket	Port Authority	F231	Any	\$ 32.69	\$ 36.61	\$ 32.69	\$ 36.61	\$ 34.00	\$ 38.07	\$ 38.45	\$ 33.98	\$ 38.45	\$ 41.45
Long Sleeve Dress Shirt	Port Authority	S640	Any	\$ 20.59	\$ 24.84	\$ 20.59	\$ 24.84	\$ 21.41	\$ 25.83	\$ 24.60	\$ 26.14	\$ 24.60	\$ 27.60
Long Sleeve Dress Shirt	Port Authority	S642	Any	\$ 22.22	\$ 26.15	\$ 22.22	\$ 26.15	\$ 23.10	\$ 27.20	\$ 26.14	\$ 27.68	\$ 26.15	\$ 29.15
Long Sleeve Dress Shirt	Port Authority	S639	Any	\$ 20.92	\$ 24.84	\$ 20.92	\$ 24.84	\$ 21.76	\$ 26.33	\$ 24.60	\$ 26.14	\$ 24.60	\$ 27.60
Long Sleeve Polo	Sport-Tek	ST520LS	Any	\$ 11.76	\$ 14.82	\$ 11.76	\$ 14.82	\$ 12.23	\$ 15.41	\$ 13.83	\$ 15.37	\$ 13.83	\$ 16.83
Pants	Carhartt	B11	Any	\$ 39.24	\$ 43.17	\$ 39.24	\$ 43.17	\$ 40.81	\$ 44.89	\$ 37.99	\$ 42.74	\$ 43.10	\$ 46.10
Pants	Carhartt	B13	Any	\$ 31.39	\$ 35.32	\$ 31.39	\$ 35.32	\$ 32.65	\$ 36.73	\$ 37.99	\$ 42.74	\$ 43.10	\$ 46.10

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Pants	Carhartt	B151	Any	\$ 31.39	\$ 35.32	\$ 31.39	\$ 35.32	\$ 32.65	\$ 36.73	\$ 37.99	\$ 42.74	\$ 43.99	\$ 46.99
Pants	Carhartt	B159	Any	\$ 31.39	\$ 31.39	\$ 31.39	\$ 31.39	\$ 32.65	\$ 32.65				
Substitute:	Carhartt	B151			Up to size 44					\$ 37.99	\$ 42.74	\$ 43.99	\$ 46.99
Substitute:	Carhartt	CTB11	Carhartt Brown									\$ 43.10	\$ 46.10
Substitute:	Red Kap	PD30	Duck Brown									\$ 24.99	\$ 27.99
Pants	Carhartt	B324	Any	\$ 30.01	\$ 34.01	\$ 30.09	\$ 34.01	\$ 31.29	\$ 35.37				
Substitute:	Carhartt	102517								\$ 42.74	\$ 47.49		
Substitute:	Carhartt	CT13574 Rigby Cargo	Dark Khaki									\$ 49.98	\$ 52.98
Pants	Cintas Exclusive	945	Any									\$ 17.99	
Substitute:	Red Kap	PT32								\$ 30.79	\$ 36.99		
Shirt	Carhartt	100493	Any	\$ 16.35	\$ 17.66	\$ 16.35	\$ 17.66	\$ 17.01	\$ 18.37	\$ 94.99	\$ 104.49		
Shirt	Carhartt	K87	Any	\$ 11.77	\$ 13.74	\$ 11.77	\$ 13.74	\$ 12.24	\$ 14.29	\$ 16.14	\$ 18.98	\$ 15.75	\$ 18.75
Shirt	Carhartt	100410	Any	\$ 15.70	\$ 18.97	\$ 15.70	\$ 18.97	\$ 16.33	\$ 19.73	\$ 20.89	\$ 25.64	\$ 20.98	\$ 23.98
Shirt	Carhartt	K128	Any	\$ 17.99	\$ 21.26	\$ 17.99	\$ 21.26	\$ 18.71	\$ 22.11	\$ 23.74	\$ 28.49	\$ 24.98	\$ 27.98
Shirt	Carhartt	K84	Any	\$ 14.40	\$ 17.66	\$ 14.40	\$ 17.66	\$ 14.99	\$ 18.37	\$ 18.99	\$ 23.74	\$ 19.98	\$ 22.98
Shirt	Carhartt	100393	Any	\$ 21.58	\$ 24.85	\$ 21.58	\$ 24.85	\$ 22.45	\$ 25.85	\$ 28.49	\$ 3.24	\$ 27.69	\$ 30.69
Shirt	Carhartt	101125	Any										
Substitute:	Port & Company	PC54P		\$ 5.56	\$ 7.95	\$ 5.56	\$ 7.95	\$ 5.78	\$ 8.27				
Substitute:	Dickies	WSSO-D								\$ 15.39	\$ 16.93		
Shirt	Carhartt	102418	Any										
Substitute:	Dickies	S535								\$ 22.86	\$ 25.19		
Shirt	Carhartt	K570	Any	\$ 19.62	\$ 22.89	\$ 19.62	\$ 22.89	\$ 20.41	\$ 23.81	\$ 37.98	\$ 39.88		
Shirt	Carhartt	102417	Any									\$ 39.98	\$ 42.98
Substitute:	Dickies	S307								\$ 23.74	\$ 25.64		
Shirt	Carhartt	K126	Any	\$ 17.99	\$ 21.26	\$ 17.99	\$ 21.26	\$ 18.71	\$ 22.11	\$ 23.74	\$ 28.49	\$ 23.06	\$ 26.06

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Short Sleeve Dress Polo	CornerStone	CS415	Any	\$ 19.61	\$ 23.53	\$ 19.61	\$ 23.53	\$ 20.39	\$ 24.47	\$ 23.06	\$ 24.60	\$ 16.65	\$ 19.65
Short Sleeve Dress Polo	Port Authority	K569	Any	\$ 13.07	\$ 16.99	\$ 13.07	\$ 16.99	\$ 13.59	\$ 17.67	\$ 15.37	\$ 16.91	\$ 15.39	\$ 18.39
Short Sleeve Polo	Space Dye Performance Polo	74358	Any									\$ 22.25	\$ 25.25
Substitute:	Port Authority	K540 and TLK540	Any	\$ 9.14	\$ 14.38	\$ 9.14	\$ 14.38	\$ 9.51	\$ 14.95				
Substitute:	Charles River	3814								\$ 20.71	\$ 22.14		
Short Sleeve Polo	Jersey Technique	62158	Any									\$ 19.55	\$ 22.55
Substitute:	Port Authority	K540 and TLK540	Any	\$ 9.14	\$ 14.38	\$ 9.14	\$ 14.38	\$ 9.51	\$ 14.95				
Substitute:	Clique	MQK00096								\$ 13.85	\$ 13.85		
Short Sleeve Polo	Sport-Tek	ST590	Any	\$ 11.76	\$ 15.68	\$ 11.76	\$ 15.68	\$ 12.23	\$ 16.31	\$ 13.83	\$ 15.37	\$ 13.85	\$ 16.85
Short Sleeve Polo	Nike	363807	Any	\$ 26.15	\$ 30.07	\$ 26.15	\$ 30.07	\$ 27.20	\$ 31.28	\$ 30.75	\$ 32.29	\$ 37.75	\$ 33.75
Short Sleeve Polo	Nike	NKBV6042	Any	\$ 29.42	\$ 33.34	\$ 29.42	\$ 33.34	\$ 30.60	\$ 34.67	\$ 34.60	\$ 36.14	\$ 34.60	\$ 37.60
Short Sleeve Polo	Nike	266998	Any	\$ 26.15	\$ 30.07	\$ 26.15	\$ 30.07	\$ 27.20	\$ 31.28	\$ 30.75	\$ 32.29	\$ 30.75	\$ 33.75
Sweatshirt	Carhartt	CTK121	Any	\$ 28.12	\$ 31.39	\$ 28.12	\$ 31.39	\$ 28.96	\$ 32.65	\$ 37.99	\$ 42.74	\$ 36.99	\$ 39.99
Sweatshirt	Carhartt	CTK122	Any	\$ 34.66	\$ 37.93	\$ 34.66	\$ 37.93	\$ 36.04	\$ 39.45	\$ 42.74	\$ 47.48	\$ 44.99	\$ 47.99
Sweatshirt	Carhartt	100632	Any	\$ 54.29	\$ 60.83	\$ 54.29	\$ 60.83	\$ 56.46				\$ 69.98	\$ 72.98
Substitute:	Carhartt	104078								\$ 66.49	\$ 75.99		
Sweatshirt	Carhartt	100631	Any									\$ 75.82	\$ 78.82
Substitute:	Carhartt	103312		\$ 50.36	\$ 56.90	\$ 50.36	\$ 52.38	\$ 56.90	\$ 59.18	\$ 66.49	\$ 75.99		
Sweatshirt	Carhartt	100614	Any	\$ 45.13	\$ 48.40	\$ 45.23	\$ 48.40	\$ 46.93	\$ 50.34	\$ 56.99	\$ 61.74	\$ 59.98	\$ 62.98
Sweatshirt	Carhartt	100615	Any	\$ 38.59	\$ 41.28	\$ 38.59	\$ 41.28	\$ 40.13	\$ 42.93	\$ 47.49	\$ 52.24	\$ 49.98	\$ 54.98
Sweatshirt	Carhartt	100617	Any	\$ 47.09	\$ 51.02	\$ 47.09	\$ 51.02	\$ 48.97	\$ 53.06	\$ 46.99	\$ 61.74	\$ 59.98	\$ 62.98

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Vest	Carhartt	104277	Any	\$ 55.59	\$ 62.13	\$ 55.59	\$ 62.13	\$ 57.81	\$ 65.62	\$ 75.99	\$ 85.49		
Substitute:	Carhartt	CTV03	Brown, Black									\$ 64.60	\$ 67.60
PARKS FACILITIES AND PARKS SEASONAL EMPLOYEES													
90-10 T-shirt	Gildan	5400	Sport Grey	\$ 6.70	\$ 9.77	\$ 6.27	\$ 9.77	\$ 6.97	\$ 10.16	\$ 6.58	\$ 8.78	\$ 8.50	\$ 11.50
50/50 T-shirt	Gildan	8000	Ash	\$ 3.56	\$ 7.31	\$ 3.56	\$ 7.31	\$ 3.70	\$ 7.60	\$ 3.03	\$ 6.57	\$ 4.59	\$ 7.49
T-shirt	Carhartt	100410	Desert Heather, Olive Green, Carbon Heather, Granite	\$ 15.70	\$ 18.97	\$ 15.70	\$ 18.97	\$ 16.33	\$ 19.73			\$ 20.98	\$ 23.98
Substitute:	Cornerstone	CS430	Dark Green, Tan, Heather, Charcoal							\$ 6.91	\$ 8.45		
Rain Defender	Paxton	100615	Carbon Heather	\$ 38.59	\$ 42.51	\$ 38.59	\$ 42.51	\$ 40.13	\$ 44.21	\$ 47.48	\$ 52.24	\$ 49.98	\$ 54.98
Cargo Pants	Tappen	101148	Gravel										
Substitute:	Carhartt	104200		\$ 39.24	\$ 43.17	\$ 39.24	\$ 43.17	\$ 40.81	\$ 44.90				
Substitute:	Red Kap	PT88	Charcoal							\$ 26.91	\$ 29.98		
Substitute:	Carhartt	CT103574	Any									\$ 49.98	\$ 52.98
Cargo Short	Tappen	101168	Shadow										
Substitute:	Carhartt	103543		\$ 26.16	\$ 30.09	\$ 26.16	\$ 30.09	\$ 27.20	\$ 31.29				
Substitute:	Red Kap	PT66	Black							\$ 23.06	\$ 27.68		
Substitute:	Carhartt	CT103542	Dark Khaki									\$ 39.99	\$ 42.98
Work Pant	Carhartt	102812	Yukon, Shadow										
Substitute:	Carhartt	102291	Gravel	\$ 32.05	\$ 35.97	\$ 32.05	\$ 35.97	\$ 33.33	\$ 37.41				
	Red Kap	PT20	Charcoal							\$ 25.72	\$ 30.89		

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Hooded Sweatshirt, zip and no zip		4997M	Moss Green							\$ 16.15	\$ 24.74		
Substitute:	Jerzee - No Zipper			\$ 17.57	\$ 22.23	\$ 17.57	\$ 22.23	\$ 18.27	\$ 23.11				
Substitute:	Jerzee - Zipper	4999M		\$ 25.44	\$ 27.98	\$ 25.44	\$ 27.98	\$ 26.46	\$ 29.10				
Substitute:		F170	Deep Forest Green									\$ 19.99	\$ 22.99
Rugged Flex Rigby	Carhartt	103342	Gravel	\$ 39.24	\$ 43.16	\$ 39.24	\$ 45.16	\$ 40.81	\$ 44.89	\$ 52.24	\$ 56.99		
Washed Duck Work Pants	Carhartt	B11	Moss Green	\$ 39.24	\$ 43.16	\$ 39.24	\$ 43.16	\$ 40.81	\$ 44.89	\$ 37.99	\$ 42.74	\$ 43.10	\$ 46.10
Substitute:													
Loose Fit Jean	Carhartt	B13	DST, Deepstrone	\$ 31.39	\$ 35.32	\$ 31.39	\$ 35.32	\$ 32.65	\$ 36.73	\$ 37.99	\$ 42.74	\$ 43.10	\$ 46.10
Double Front Work Dungaree	Carhartt	B136	Black	\$ 27.47	\$ 30.22	\$ 27.47	\$ 30.22	\$ 28.57	\$ 31.43	\$ 47.49			
Canvas Short	Carhartt	B147	Tan	\$ 23.55	\$ 27.47	\$ 23.55	\$ 27.47	\$ 24.49	\$ 28.57	\$ 28.49	\$ 33.24		
Twill Relaxed Fit	Carhartt	B324	Army Green	\$ 30.09	\$ 34.01	\$ 30.09	\$ 34.01	\$ 31.29	\$ 35.37				
Substitute:	Carhartt	102517								\$ 42.74	\$ 47.49		
PC Hat		CP77	Hunter	\$ 3.65		\$ 3.65		\$ 3.88		\$ 4.29		\$ 4.29	\$ 7.29
Midweight Hooded Sweatshirt	Carhartt	K121	472- New Navy	\$ 28.12	\$ 31.39	\$ 28.12	\$ 31.39	\$ 29.25	\$ 32.65	\$ 37.99	\$ 42.74	\$ 36.99	\$ 39.99
Pocket T-shirt	Carhartt	K126	HGY, Black	\$ 17.99	\$ 21.26	\$ 17.99	\$ 21.26	\$ 18.71	\$ 22.11	\$ 23.74	\$ 28.49	\$ 23.10	\$ 26.10
Force Cotton Henley	Carhartt	K128	Carbon Heather	\$ 17.99	\$ 21.26	\$ 17.99	\$ 21.26	\$ 18.71	\$ 22.11			\$ 24.98	\$ 27.98
Substitute:	Dickies	WL451	Black/Dark Navy							\$ 15.85	\$ 18.29		
Contractor Polo	Carhartt	K570	Moss Green	\$ 19.62	\$ 22.89	\$ 19.62	\$ 22.89	\$ 20.41	\$ 23.81	\$ 28.49	\$ 33.24		

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Substitute:	Cornerstone	CS415	Drk Green									\$ 16.65	\$ 19.65
T-shirt	Gildan	PC61LST	Athletic Heather							\$ 8.08	\$ 11.85	\$ 9.00	\$ 12.00
Bib Overalls		R33	Black										
Substitute:	Cord	104461	Black	\$ 137.35	\$ 150.43	\$ 137.35	\$ 150.43	\$ 142.84	\$ 156.45				
	Berne	B415	Black							\$ 68.99	\$ 75.89		
	Carhartt	CTR41 (Quilted Lined)										\$ 99.98	\$ 102.98
Work Shirt		SP24	Light Tan	\$ 12.41	\$ 15.03	\$ 12.41	\$ 15.03	\$ 12.91	\$ 15.63	\$ 14.60	\$ 17.68	\$ 10.99	\$ 13.99
Full Zip Hooded Sweatshirt	Under Armor	ST238	Smoke Grey	\$ 24.84	\$ 28.77	\$ 24.84	\$ 28.77	\$ 25.83	\$ 29.92	\$ 29.22	\$ 30.75	\$ 29.21	\$ 32.21
Color Block Pullover Sweatshirt	Sport-Tek	ST267	Forest Green/Heather	\$ 22.23	\$ 26.15	\$ 22.23	\$ 26.15	\$ 23.11	\$ 27.20	\$ 26.14	\$ 27.68	\$ 26.15	\$ 29.15
Adult Contender T-shirt	Sport-Tek	ST361	Forest Green	\$ 7.84	\$ 11.76	\$ 7.84	\$ 11.76	\$ 8.15	\$ 12.23	\$ 9.22	\$ 10.75	\$ 9.25	\$ 12.25
Dry Zone T-shirt	Sport-Tek	ST361LS	Forest Green	\$ 9.14	\$ 13.07	\$ 9.14	\$ 13.07	\$ 9.51	\$ 13.59	\$ 10.75	\$ 12.29	\$ 10.75	\$ 13.75
EMPLOYEE SERVICE AWARDS													
Men's Microfleece Jacket	Port Authority	F223	Any	\$ 16.99	\$ 20.92	\$ 16.99	\$ 20.92	\$ 17.67	\$ 21.76	\$ 19.98	\$ 21.51	\$ 19.98	\$ 22.98
Women's Microfleece Jacket	Port Authority	L223	Any	\$ 16.99	\$ 20.92	\$ 16.99	\$ 20.92	\$ 17.67	\$ 21.75	\$ 19.98	\$ 21.52	\$ 19.98	\$ 22.98
Men's Juniors Light Weight Full Zip Hoodie	District	DT1100	Any	\$ 13.07	\$ 16.99	\$ 13.07	\$ 16.99	\$ 13.59	\$ 17.67	\$ 15.37	\$ 16.91	\$ 15.45	\$ 18.45
Women's Juniors Light Weight Full Zip Hoodie	District	DT2100	Any	\$ 13.07	\$ 16.99	\$ 13.07	\$ 16.99	\$ 13.59	\$ 17.67	\$ 15.37	\$ 16.91	\$ 15.39	\$ 18.39

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Voyager Sports Duffel	Port Authority	BG800	Any	\$ 24.19		\$ 24.19		\$ 25.15		\$ 28.45		\$ 28.45	
Day Tote	Port Authority	BG406	Any	\$ 4.57		\$ 4.57		\$ 4.75		\$ 5.37		\$ 5.39	
Half Dome Duffel	OGIO	711007	Any	\$ 20.41		\$ 20.41		\$ 21.22		\$ 24.00		\$ 8.65	
Folding Stadium Seat		FT006	Any							\$ 16.82		\$ 19.26	
DryBlend Fleece Stadium Blanket	Gildan	12900	Any	\$ 9.54		\$ 9.54		\$ 9.97		\$ 12.97		\$ 11.25	
Cooler	Coastline	9421	Any							\$ 14.92		\$ 14.99	
Insulated Tote	Vineyard	9251	Any							\$ 10.19		\$ 14.99	
Men's Microfleece Vest	Port Authority	F226	Any	\$ 15.68	\$ 19.61	\$ 15.68	\$ 19.61	\$ 16.31	\$ 20.39	\$ 18.45	\$ 19.98	\$ 18.45	\$ 21.45
Women's Microfleece Vest	Port Authority	L226	Any	\$ 15.68	\$ 19.61	\$ 15.68	\$ 19.61	\$ 16.31	\$ 20.39	\$ 18.45	\$ 19.98	\$ 18.45	\$ 21.45
Men's Zone Performance ¼ Zip	Team 365	TT31								\$ 15.38	\$ 16.92	\$ 16.99	\$ 19.99
Substitute:	Sport Tex	ST 407		\$ 11.76	\$ 15.68	\$ 11.76	\$ 15.68	\$ 12.23	\$ 16.31				
Towel	Carmel Towel Company	C3060	Any							\$ 11.28		\$ 16.99	
Crunch Duffel	OGIO	108085	Any	\$ 32.96		\$ 32.96		\$ 34.28		\$ 38.77		\$ 38.79	\$ 41.79
Bid Dome Duffel	OGIO	108087	Any	\$ 29.04		\$ 29.04		\$ 30.20		\$ 29.60		\$ 34.15	\$ 37.15
Ripstop Duffel	Eddie Bauer	EB901	Any	\$ 28.25		\$ 28.25		\$ 29.39		\$ 33.23		\$ 33.25	
Men's Stretch Tech Shell Compass ¼ Zip Shirt	Devon & Jones	DG440	Any							\$ 27.69	\$ 30.46	\$ 33.33	\$ 36.33

Item	Brand	ITEM #	Color(s)	ACTION INDUSTRIAL SUPPLY COMPANY						THE IDENTITY SOURCE, LLC		CINTAS CORPORATION	
				Year One		Year Two		Year Three		(Same Pricing 3 Years)		(Same Pricing 3 Years)	
				Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's Stretch Tech Shell Compass ¼ Zip Shirt	Evon & Jones	DG440W	Any							\$ 27.69	\$ 30.46	\$ 33.33	\$ 36.33
Women's Perfect Fit Shawl Collar Cardigan	Devon & Jones	DP462W	Any							\$ 32.31	\$ 35.38	\$ 35.00	\$ 38.00
Adult Excel Mélange Performance Fleece	Team 365	TT36	Any							\$ 33.85	\$ 36.82		
Men's Fleece Jacket	Journey	88190	Any							\$ 24.62	\$ 27.69	\$ 26.99	\$ 29.99
Women's Fleece Jacket	Journey	78190	Any							\$ 24.62	\$ 27.69	\$ 26.99	\$ 29.99
Men's Endurance Nexus ¼ Zip Pullover	OGIO	OE335	Any	\$ 26.15	\$ 30.07	\$ 26.15	\$ 30.07	\$ 27.19	\$ 31.28	\$ 30.75	\$ 32.29	\$ 30.75	\$ 33.75
Women's Endurance Nexus ¼ Zip Pull Over	OGIO	LOE335	Any									\$ 30.75	\$ 33.75
Sport Wick ½ Zip Color Block Pullover	Sort Tek	ST851	Any	\$ 26.15	\$ 30.07	\$ 26.15	\$ 30.07	\$ 27.19	\$ 21.28	\$ 30.75	\$ 32.29	\$ 30.75	\$ 33.75
Men's Task Performance Fleece	Harriton	M730	Any							\$ 34.27	\$ 34.27		
Men's Digi Stripe Fleece Jacket	Port Authority	F231	Any	\$ 32.69	\$ 36.61	\$ 32.69	\$ 36.61	\$ 34.00	\$ 38.08	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.45
Women's Digi Stripe Fleece Jacket	Port Authority	L231	Any	\$ 32.69	\$ 36.61	\$ 32.69	\$ 36.61	\$ 34.00	\$ 38.08	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.41

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Men's Welded Soft Shell Jacket	Port Authority	J324	Any	\$ 34.00	\$ 37.92	\$ 34.00	\$ 37.92	\$ 35.36	\$ 39.44	\$ 39.98	\$ 41.52	\$ 39.98	\$ 42.98
Women's Welded Soft Shell Jacket	Port Authority	L324	Any	\$ 34.00	\$ 37.92	\$ 34.00	\$ 37.92	\$ 35.36	\$ 29.44	\$ 39.98	\$ 41.52	\$ 39.98	\$ 42.98
Men's Pique Fleece Jacket	Port Authority	F222	Any	\$ 32.69	\$ 36.61	\$ 32.69	\$ 36.61	\$ 34.00	\$ 38.08	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.45
Women's Pique Fleece Jacket	Port Authority	L222	Any	\$ 32.69	\$ 36.61	\$ 32.69	\$ 36.61	\$ 34.00	\$ 38.80	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.45
Men's Hooded Core Soft Shell	Port Authority	J335	Any	\$ 35.96	\$ 39.88	\$ 35.96	\$ 39.88	\$ 37.40	\$ 41.48	\$ 42.29	\$ 43.83	\$ 42.29	\$ 45.29
Women's Hooded Core Soft Sheet	Port Authority	L335	Any	\$ 35.97	\$ 39.88	\$ 35.96	\$ 39.88	\$ 37.40	\$ 41.48	\$ 42.29	\$ 43.83	\$ 42.29	\$ 45.29
Women's Benton Springs Full-Zip Fleece	Columbia	6439	Any							\$ 43.06	\$ 50.75		
Men's Steens Mountain	Columbia	3220	Any							\$ 43.06	\$ 43.83		
Men's Puffy Vest	Port Authority	J709	Any	\$ 26.80	\$ 30.73	\$ 26.80	\$ 30.73	\$ 27.88	\$ 31.96	\$ 31.52	\$ 33.06	\$ 31.55	\$ 34.55
Women's Puffy Vest	Port Authority	L709	Any	\$ 26.80	\$ 30.73	\$ 26.80	\$ 30.73	\$ 27.88	\$ 31.96	\$ 31.52	\$ 61.40	\$ 31.55	\$ 34.55
Men's Tech Fleece ¼ Zip Pullover	Sport-Tek	F247	Any	\$ 28.77	\$ 32.69	\$ 28.77	\$ 32.69	\$ 29.92	\$ 34.00	\$ 33.83	\$ 35.37	\$ 33.85	\$ 36.85
Substitute:	Carhartt	F295	Any									\$ 27.69	\$ 30.69
Women's Teck Fleece ¼ Zip Pullover	Sport-Tek	L248	Any	\$ 28.77	\$ 32.69	\$ 28.77	\$ 32.69	\$ 29.92	\$ 34.00	\$ 35.37	\$ 36.91	\$ 33.85	\$ 36.85
Ladies Sort Wick Stretch Full Zip Jacket	Sort Tek	LST852	Any	\$ 28.77	\$ 32.69	\$ 28.77	\$ 32.69	\$ 29.92	\$ 34.00	\$ 31.41	\$ 35.37	\$ 33.85	\$ 36.85
4.5 Duffel	OGIO	412037	Any	\$ 45.52		\$ 45.52		\$ 47.34		\$ 49.71		\$ 53.55	

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Men's Flux Melage Bonded Fleece Jacket	North End	88697	Any							\$ 58.46	\$ 62.31	\$ 63.33	\$ 66.33
Women's Flux Melage Bonded Fleece Jacket	North End	78697	Any							\$ 58.46	\$ 62.31	\$ 63.33	\$ 66.33
Men's Peak Sweater Fleece	North End	88669	Any							\$ 56.92	\$ 60.77	\$ 61.69	\$ 64.69
Rolling Cooler	Port Authority	BG119	Any	\$ 43.15		\$ 43.15		\$ 44.88		\$ 49.23		\$ 10.99	
Men's Glacier Soft Shell Jacket	Port Authority	J790	Any	\$ 39.23	\$ 43.15	\$ 39.23	\$ 43.15	\$ 40.80	\$ 44.88	\$ 46.14	\$ 47.68	\$ 46.15	\$ 49.15
Women's Glacier Soft Shell Jacket	Port Authority	L790	Any	\$ 39.23	\$ 43.15	\$ 39.23	\$ 43.15	\$ 40.80	\$ 44.88	\$ 46.14	\$ 47.68	\$ 46.15	\$ 49.15
Men's R-Tek Pro Fleece Full Zip Jacket	Port Authority	F227	Any	\$ 32.70	\$ 36.61	\$ 32.70	\$ 36.61	\$ 34.00	\$ 38.07	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.45
Women's R-Tek Pro Fleece Full Zip Jacket	Port Authority	L227	Any	\$ 32.70	\$ 36.61	\$ 32.70	\$ 36.61	\$ 34.00	\$ 38.07	\$ 38.45	\$ 39.98	\$ 38.45	\$ 41.45
Men's Textured Soft Shell Jacket	Port Authority	J705	Any	\$ 39.23	\$ 43.15	\$ 39.23	\$ 43.15	\$ 40.80	\$ 44.88	\$ 46.14	\$ 47.68	\$ 46.15	\$ 49.15
Women's Textured Soft Shell Jacket	Port Authority	L705	Any	\$ 39.23	\$ 43.15	\$ 39.23	\$ 43.15	\$ 40.80	\$ 44.88	\$ 46.00	\$ 47.68	\$ 46.15	\$ 49.15
Women's Textured Hooded Soft Shell Jacket		L306	Any							\$ 55.83	\$ 55.37		
Men's Fulcrum Full Zip Jacket	OGIO	OE700	Any	\$ 41.85	\$ 45.77	\$ 41.85	\$ 45.77	\$ 43.52	\$ 47.60	\$ 49.22	\$ 50.75	\$ 49.25	\$ 52.25

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Women's Fulcrum Full Zip Jacket	OGIO	LOE700	Any	\$ 41.85	\$ 45.77	\$ 41.85	\$ 45.77	\$ 43.52	\$ 47.60	\$ 49.22	\$ 50.75	\$ 49.25	\$ 52.25
Backpack	Nike	TG0243	Any	\$ 62.79		\$ 62.79		\$ 65.30				\$ 73.85	\$ 76.85
Substitute:	Victorinox	29018050	Black/Grey							\$ 53.54			
Men's 1/4 Zip with Textured Inserts Shirt	Adidas	A195	Any										
Substitute:	Adidas	A295								\$ 62.94	\$ 64.86		
Women's Climate 3-Stripes Full-Zip Jacket	Adidas	A191	Any							\$ 44.94	\$ 50.09		
Men's Insulated Innovative Hybrid Soft Shell Jacket	North End	88679	Any							\$ 76.32	\$ 81.54	\$ 83.35	\$ 86.35
Women's Insulated Innovative Hybrid Soft Shell Jacket	North End	78679	Any							\$ 76.92	\$ 81.54	\$ 83.35	\$ 86.35
Men's Impulse Interactive Seam-Sealed Shell	Ash City-North End	88808	Any							\$ 100.00	\$ 106.15	\$ 108.35	\$ 111.35
Women's Impulse Interactive Seam-Sealed Shell	Ash City-North End	78808	Any							\$ 100.00	\$ 106.15	\$ 108.35	\$ 111.35
Pull Through Travel Bag	OGIO	611024	Any	\$ 98.11		\$ 98.11		\$ 102.03		\$ 100.00		\$ 115.38	
Torque Backpack	OGIO	423010	Any	\$ 62.79		\$ 62.79		\$ 65.30		\$ 68.57		\$ 73.85	\$ 76.85

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Women's Flashpoint Half-Zip Shirt	Marmot	88250	Any										
Substitute:	Under Armour	1276355	Any							\$ 43.99	\$ 43.99		
Men's Down Jacket	Port Authority	J323	Any	\$ 52.31	\$ 56.24	\$ 52.31	\$ 56.24	\$ 58.48		\$ 61.52	\$ 63.06	\$ 61.55	\$ 64.66
Men's Crosshatch Soft Shell Jacket	Eddie Bauer	EB532	Any	\$ 54.27	\$ 58.85	\$ 54.27	\$ 58.85	\$ 56.55	\$ 61.20	\$ 63.83	\$ 65.37	\$ 63.85	\$ 66.85
Women's Crosshatch Soft Shell Jacket	Eddie Bauer	EB533	Any	\$ 54.27	\$ 58.85	\$ 54.27	\$ 58.85	\$ 56.44	\$ 61.20	\$ 63.83	\$ 65.37	\$ 63.85	\$ 66.85
Men's Color Block 3 in 1 Jacket	Port Authority	J321	Any	\$ 65.39	\$ 69.32	\$ 65.39	\$ 69.32	\$ 18.00	\$ 72.09	\$ 76.91	\$ 78.45	\$ 76.90	\$ 79.90
Golf Bag	OGIO	425040	Any										
Substitute:	OGIO	425043										\$ 150.00	
Substitute:	OGIO	425048		\$ 117.72		\$ 117.72		\$ 122.43		\$ 120.00			
Percentage discount from retail price sheet(s)												All Other Catalogs	15%
												Sourcebook	15%
												Apparel & Accessories	15%
												Red Cap	15%
EMBROIDERY											Minimum Order		
Per Shirt to embroider in script (no patches) person's name				\$ 1.95							6	\$ 3.50	
Per Shirt to embroider in block (no patches) name of department				\$ 1.95							1		
Per Medium Duty Jacket/Coat				\$ 3.50							1	\$ 3.50	
Per Heavy Duty Jacket/Coat				\$ 4.95								\$ 4.95	

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Per Hat				\$ 3.50									
Logo										\$ 6.50	6		
Set Up Charge											Included		
Person's Name										\$ 4.00	1	\$ 3.50	
Department Name										\$ 4.00	1	\$ 0.50	
Screen Printing													
Garment - Logo (one color)										\$ 3.85	6		
Set Up Charge											Included		

STAFF REPORT

Date: April 21, 2021
Subject: Water Supply Piping
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: May 3, 2021

RECOMMENDATION:

It is recommended the City Council award the Water Supply Piping Project to DHE Mechanical and Plumbing in the amount of \$51,800.00 for the installation of approximately four hundred feet of four-inch water supply piping at the Water Treatment Plant.

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:

Recently the Water Treatment Plant potable water supply was discovered to be inadequate while operating the plant with the west 36” discharge header shut down. This discharge header is the main water supply for the south treatment facility and low service buildings. In addition to typical water use, plant equipment including chemical feed applications, centrifuges, and pumps requiring seal water rely on sufficient water volume and pressure to function properly.

Therefore, plant staff, with the assistance of outside contractors reviewed the plant water supply to develop a redundant design that would ensure adequate plant water supply volume and pressure is maintained in all conditions. The results of the evaluation indicated the installation of approximately 400’ of four-inch stainless steel piping to connect the plant's two sources of water supply offers a cost-effective and robust solution.

The work previously stated was competitively bid with specifications sent to five requesting companies and made available via the City’s website. On Tuesday, April 20, bids from the three companies that made site visits were received and are as follows:

DHE Plumbing & Mechanical	\$36,400.00
Franklin Holwerda Company	\$72,700.00
Allied Mechanical Services	\$88,000.00

Upon review of the bids received, DHE was significantly lower than the other bidders. After discussion with the bidders, it was found that DHE had supplied pricing for the use of painted steel couplings rather than stainless steel couplings. Due to the nature of water treatment and the deleterious environment in some areas of the plant, it is necessary to use stainless steel couplings. Negotiation with the lowest bidder is permitted by the City’s purchasing policy so DHE was asked to provide pricing for stainless steel couplings in lieu of painted couplings and

returned with a cost add-on of \$15,400.00. Considering DHE has performed quality work at the utility plants in previous projects and their bid including stainless steel couplings remains the low bid, it is recommended the City Council award the Water Supply Piping Project to DHE Mechanical and Plumbing in the amount of \$51,800.00.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account # 591-591-57300-986.444.

WATER SUPPLY PIPING CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **WATER SUPPLY PIPING** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of Tuesday, April 20, 2021 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: _____

LEGAL NAME OF COMPANY DHE Plumbing & Mechanical

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Limited Liability Company
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

4475 8th Ave
STREET ADDRESS

Grandville MI 49418
CITY STATE ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.


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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: Eric Heyboer
Signature for Contractor

Eric Heyboer
Printed Name & Title of Person Signing

Date signed: 4/27/21



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

April 22, 2021

POST-BID SUPPLEMENT

PROJECT: City of Wyoming – Bid for Water Supply Piping

To: City of Wyoming
Attn: Dan Kleinheksel

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

Voluntary Alternate: - Furnish & Install 304 Stainless Steel Bodied Victaulic Joint Couplings in Lieu of the Base Bid Painted Steel Couplings.

Add: \$ 15,400.00

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

Best Regards,

Josh Heyboer – Owner/Estimator
616-262-3574 / Josh@DHEPlumbing.com

ORDINANCE NO. 8-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING SECTION 90-409C IN ARTICLE 4C

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4C, Section 90-409C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409C SPECIFIC REQUIREMENTS

- (1) Wherever a PUD-2 district adjoins a single-family zoned residential district, except where there is a public street located between the districts, there shall be provided and maintained along the adjoining property line(s) a greenbelt having a minimum width of 100 feet. Any fencing required by this Code may be considered for locating along the inside of the greenbelt. Said greenbelt shall contain grass and landscaping, with the landscape to include a combination of hardwood and evergreen trees, averaging at least one per each 50 linear feet, but located in a pattern to be approved as part of site plan review. Hardwoods shall be a minimum of 2.5 inches in caliper; evergreens shall be at least six feet in height. However, in instances where existing topographic/woodland or other natural or manmade features are deemed by the planning commission to not necessitate these improvements, the planning commission may alter or waive the requirements. Minimum building setback shall be 200 feet.
- (2) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified for individual parcels in Section 90-408C, including the following: modification from the lot area and width, building setbacks, height, lot coverage. Modifications from requirements for signs and parking may also be granted. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the application for PUD rezoning review stage, after Planning Commission recommendation.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. VandenBerg
Wyoming City Clerk

March 29, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to amend Zoning Code Sec. 90-409C Specific Requirements in PUD-2 zone districts to add a section that defines the process for applicants to request modifications to minimum requirements.

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 16, 2021. A motion was made by Hegyi, supported by VanDuren, to recommend to the City Council adoption of revised Section 90-409C Specific Requirements Zoning Ordinance text amendment which would add a section that defines the process for applicants to request modifications to minimum requirements in PUD-2 applications. The motion passed unanimously.

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

Planned Unit Developments (PUDs) allow for a certain degree of flexibility to achieve designs and projects that are of a higher quality and may offer unique features. Wyoming has several PUD districts that allow for specialization of different development types. The PUD-2 is Wyoming's commercial PUD zoning district.

The intent of this amendment is to align the process for how developers request modifications to development standards in a PUD. Currently, the PUD-3 and PUD-4 give developers the option of requesting changes to the development standards with either Planning Commission or City Council approval. The PUD-2 ordinance has no language that outlines a similar process.

Without a defined process in place, any requested revisions to development standards (including height, setbacks, or minimum lot sizes) would be required to make an appeal with the Board of Zoning Appeal, which is not the most appropriate place for these requests to be reviewed.

The proposed amendments create a two-step process where requests for variations to the development standards are first reviewed by Planning Commission with a recommendation to Council. Council will serve as the approving body.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

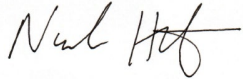
Sam Bolt

Jack A. Poll, Mayor

During the public hearing no members of the public spoke on the proposed ordinance.

The proposed zoning code text amendment is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

AGENDA ITEM #3

Request to amend Zoning Code Sec. 90-409C Specific Requirements in PUD-2 zone districts to add a section that defines the process for applicants to request modifications to minimum requirements. (Wyoming Planning)

Hofert explained that Planned Unit Developments (PUDs) allow for a certain degree of flexibility to achieve designs and projects that are of a higher quality and may offer unique features. Wyoming has several PUD districts that allow for specialization of different development types. The PUD-2 is Wyoming's commercial PUD zoning district.

Hofert stated that the intent is to align the process for how developers request modifications to development standards in a PUD. Currently, PUD-3 and PUD-4 standards give developers the option of requesting changes to the development standards with either Planning Commission or City Council approval. The PUD-2 ordinance has no language that outlines a similar process. Without that process in place, any requested revisions to development standards (including height, setbacks, or minimum lot sizes) would have to make an appeal with the Board of Zoning Appeals. Hofert explained that by adding the process to the zoning ordinance and confirming that any deviations requested first receive Planning Commission recommendation and then City Council approval, the process is streamlined and made a part of the rezoning and PUD application where its merits can most appropriately be debated.

Hofert shared that the Development Review Team recommends that Planning Commission adopt the recommended *Section 90-409C* text amendment and recommend the same to Council.

DeLange opened and closed public comment period at 7:36pm. There was no public comment.

A motion was entered by Heygi, supported by VanDuren, to adopt the recommended *Section 90-409C* text amendment.

DeLange asked for comments and questions from the commissioners.

Goodheart agreed with the text amendment and asked if staff had thought about a maximum variation in setbacks.

Hofert stated that staff had considered different options for capping variations but determined it was best that the developers make their case as part of the PUD. Hofert explained that the best opportunity is to have the developer present their case and have Planning Commission and City Council make the decision on whether the case is worth granting.

Weller questioned the minimum lot area.

Hofert explained that lots can be of varying sizes within the PUD.

A vote on the motion carried unanimously.

AGENDA ITEM #4

Request to amend Zoning Code Sec. 90-414C Specific Requirements in PUD-3 zone districts to add language that defines the process for applicants to request modifications to minimum requirements. (Wyoming Planning)

Hofert shared that the proposed amendment to Zoning Code Sec. 90-414C Specific Requirements in PUD-3 zone districts mirrors the request made in the previous agenda item for PUD-2 zone districts. This requested amendment from staff is specifically intended to align the process for how developers request modifications to development standards in any PUD. Currently, the PUD-3 and PUD-4 give developers the option of requesting changes to the development standards with Planning Commission or City Council approval, but there are inconsistencies between the two.

Hofert shared that currently, any requested revisions to development standards (including height, setbacks, or minimum lot sizes) would have to be appealed through the Board of Zoning Appeals. This amendment helps to align the PUD zoning ordinances by confirming that any deviations requested first receive Planning Commission recommendation and then City Council approval. This change helps to streamline the process and make these discussions a part of the rezoning and PUD application where the request's merits can most appropriately be debated.

Hofert shared that the Development Review Team recommends that Planning Commission adopt the proposed *Section 90-414C* text amendment and recommend the same to Council.

DeLange opened the public hearing at 7:42 pm. There was no public comment and the public hearing was closed at 7:42 pm.

A motion was entered by Hegyi, supported by Micele, to adopt the proposed Section 90-414C text amendment and recommend the same to Council.

A vote on the motion passed unanimously.

NEW BUSINESS

AGENDA ITEM #6

Request for site plan approval for 2533 Thornwood St. SW (Section 9) (GEM Plastics).

PUD-2 Commercial Unit Development

Sec. 90-406C PRINCIPAL PERMITTED USES

- (1) All principal permitted uses in the B-3 district.
- (2) Retail businesses whose principal activity is the sale or rental of merchandise within a completely enclosed building.
- (3) Business service establishments, such as office machine, computer and typewriter repair, printing and blueprinting.
- (4) Physical culture facilities, such as gymnasiums and reducing salons.
- (5) Business schools or private schools operated for a profit.
- (6) Hotels and motels.
- (7) Assembly halls.
- (8) Business recreation uses:
 - (a) Indoor theater.
 - (b) Bowling alley.
 - (c) Dance hall.
 - (d) Skating rink.
- (9) Accessory buildings and uses customarily included incidental to the above uses.
- (10) Off-street parking.

(Ord. No. 10-99, § 1, 6-21-99)

Sec. 90-407C PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted, subject to the approval of the planning commission:

- (1) Cocktail lounges, night clubs, taverns, when clearly accessory to a principal permitted use, and in the same building.
- (2) Residential and institutional care facilities.
- (3) Secondhand dealers.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

(4) Drive through restaurants.

(Ord. No. 10-99, § 2, 6-21-99; Ord. No. 3-11, § 11, 5-2-11; Ord. No. 17-14, § 5, 8-4-14)

Sec. 90-408C DEVELOPMENT STANDARDS

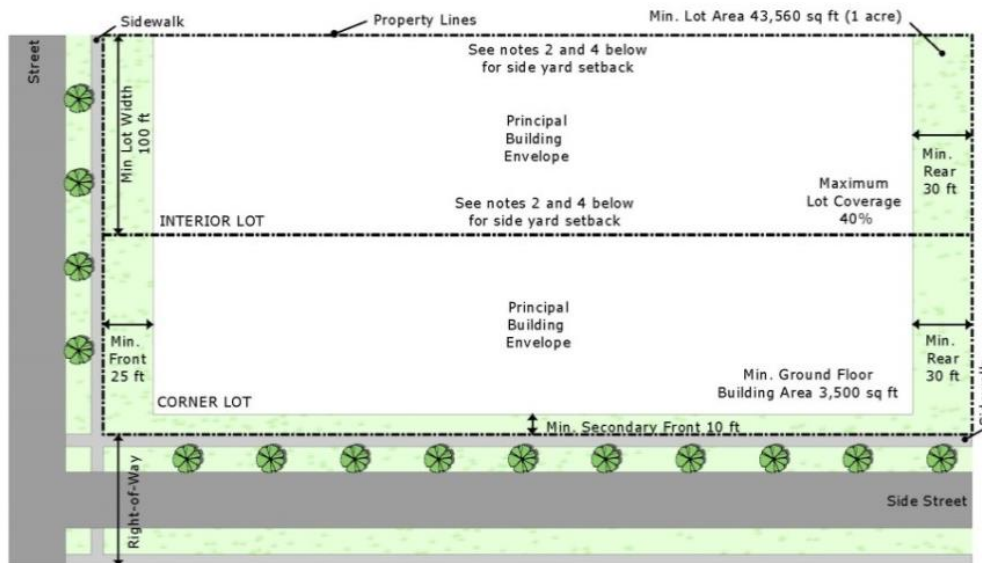
*for individual parcels within a PUD-2 zoned development

Minimum Lot Area	43,560 sq ft
Minimum Lot Width	100 ft
Minimum Front Yard	25 ft
Minimum Rear Yard (1)	30 ft
Minimum Side Yard (1)	

Minimum Ground Floor Building Area	3,500 sq ft
Maximum Building Height	35 ft
Maximum Lot Coverage	40%

*for overall PUD-2 zoned development

Minimum Lot Area	435,600 sq ft (10 acres)
Minimum Lot Width	400 ft
Minimum Front Yard	65 ft
Minimum Rear Yard	30 ft
Minimum Side Yard	25 ft
Greenbelts (1)	



1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

Sec. 90-409C SPECIFIC REQUIREMENTS

- (1) Wherever a PUD-2 district adjoins a single-family zoned residential district, except where there is a public street located between the districts, there shall be provided and maintained along the adjoining property line(s) a greenbelt having a minimum width of 100 feet. Any fencing required by this Code may be considered for locating along the inside of the greenbelt. Said greenbelt shall contain grass and landscaping, with the landscape to include a combination of hardwood and evergreen trees, averaging at least one per each 50 linear feet, but located in a pattern to be approved as part of site plan review. Hardwoods shall be a minimum of 2.5 inches in caliper; evergreens shall be at least six feet in height. However, in instances where existing topographic/woodland or other natural or manmade features are deemed by the planning commission to not necessitate these improvements, the planning commission may alter or waive the requirements. Minimum building setback shall be 200 feet.

- (2) **Modification of Minimum Requirements.** Regulations applicable to a land use in the PUD District may be altered from the requirements specified for individual parcels in Section 90-408C, including the following: modification from the lot area and width, building setbacks, height, lot coverage. Modifications from requirements for signs and parking may also be granted. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the application for PUD rezoning review stage, after Planning Commission recommendation.

Sec. 90-410C ADDITIONAL REGULATIONS

- (1) **General Requirements**
 - (a) Façade Standards. Section 90-322
 - (b) Accessory Buildings. Section 90-311
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Screening of roof top equipment. Section 90-318
 - (g) Signs. Article 7
 - (h) Off-street parking. Article 6
 - (i) Mechanical Appurtenances. Section 90-310
 - (j) Dwellings in non-residential zones. See Section 90-319
 - (k) Refuse disposal. Section 90-321

- (2) **Development Procedures**
 - (a) PUD Procedures. Section 90-510
 - (b) Special land uses. Section 90-507
 - (c) Site Plan. Section 90-500
 - (d) Site Condominiums. Section 90-509

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

ORDINANCE NO. 9-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING SECTION 90-414C IN ARTICLE 4C

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4C, Section 90-414C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-414C SPECIFIC REQUIREMENTS

- (1) In the PUD-3 planned health care district, the following additional regulations shall apply, superseding any lesser standards in the Code.
 - (a) Hospitals may be erected to 115 feet in height with a spire height up to 140 feet. Related medical facilities adjacent to the hospital, and hotels, may be erected up to 70 feet. All other buildings are limited to 45 feet in height. Modifications to the height requirements may be approved by the City Council, after Planning Commission recommendation.
 - (b) Building setbacks shall be a minimum of 35 feet from Byron Center Avenue and 50 feet from Gezon Parkway. The Planning Commission may allow a lesser setback down to a zero yard setback on other public streets. Modifications to the side and rear yard setbacks may be approved by the City Council, after Planning Commission recommendation.
 - (c) Individual lots shall provide a minimum 25-foot greenbelt along major thoroughfares, exclusive of freeways, with a four-foot high berm along Byron Center Avenue, except that the City Council may approve waving the berm in instances of topographic or other natural features, after Planning Commission recommendation. No parking shall be permitted within the required greenbelts.
 - (d) A landscaped greenbelt, as described in section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.
 - (e) For individual parcels, lot area shall be a minimum of 43,560sf and width of 100 feet. Modifications to lot area and lot width may be approved by the City Council, after Planning Commission recommendation.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. VandenBerg
Wyoming City Clerk

March 29, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to amend Zoning Code Sec. 90-414C Specific Requirements in PUD-3 zone districts to add language that defines the process for applicants to request modifications to minimum requirements.

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 16, 2021. A motion was made by Hegyi, supported by Micele, to recommend to the City Council adoption of revised Section 90-414C Specific Requirements Zoning Ordinance text amendment which would add language that defines the process for applicants to request modifications to minimum requirements in PUD-3 applications. The motion passed unanimously.

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

Planned Unit Developments (PUDs) allow for a certain degree of flexibility to achieve designs and projects that are of a higher quality and may offer unique features. Wyoming has several PUD districts that allow for specialization of different development types. The PUD-3 is Wyoming's planned health care PUD zoning district.

The intent of this amendment is to align the process for how developers request modifications to development standards in a PUD. Currently, the PUD-3 and PUD-4 give developers the option of requesting changes to the development standards with either Planning Commission or City Council approval. However, the process is inconsistent between the two ordinances. Additionally, the PUD-2 offers no direction on a process

Without a defined process in place, any requested revisions to development standards (including height, setbacks, or minimum lot sizes) would be required to make an appeal with the Board of Zoning Appeal, which is not the most appropriate place for these requests to be reviewed.

The proposed amendments create a two-step process where requests for variations to the

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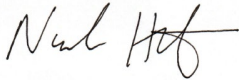
Jack A. Poll, Mayor

development standards are first reviewed by Planning Commission with a recommendation to Council. Council will serve as the approving body.

During the public hearing no members of the public spoke on the proposed ordinance.

The proposed zoning code text amendment is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

Hofert explained that lots can be of varying sizes within the PUD.

A vote on the motion carried unanimously.

AGENDA ITEM #4

Request to amend Zoning Code Sec. 90-414C Specific Requirements in PUD-3 zone districts to add language that defines the process for applicants to request modifications to minimum requirements. (Wyoming Planning)

Hofert shared that the proposed amendment to Zoning Code Sec. 90-414C Specific Requirements in PUD-3 zone districts mirrors the request made in the previous agenda item for PUD-2 zone districts. This requested amendment from staff is specifically intended to align the process for how developers request modifications to development standards in any PUD. Currently, the PUD-3 and PUD-4 give developers the option of requesting changes to the development standards with Planning Commission or City Council approval, but there are inconsistencies between the two.

Hofert shared that currently, any requested revisions to development standards (including height, setbacks, or minimum lot sizes) would have to be appealed through the Board of Zoning Appeals. This amendment helps to align the PUD zoning ordinances by confirming that any deviations requested first receive Planning Commission recommendation and then City Council approval. This change helps to streamline the process and make these discussions a part of the rezoning and PUD application where the request's merits can most appropriately be debated.

Hofert shared that the Development Review Team recommends that Planning Commission adopt the proposed *Section 90-414C* text amendment and recommend the same to Council.

DeLange opened the public hearing at 7:42 pm. There was no public comment and the public hearing was closed at 7:42 pm.

A motion was entered by Hegyi, supported by Micele, to adopt the proposed Section 90-414C text amendment and recommend the same to Council.

A vote on the motion passed unanimously.

NEW BUSINESS

AGENDA ITEM #6

Request for site plan approval for 2533 Thornwood St. SW (Section 9) (GEM Plastics).

PUD-3 Planned Health Care District

Sec. 90-411C PRINCIPAL PERMITTED USES

- (1) General hospitals.
- (2) Outpatient diagnostic and treatment centers, day surgery centers and urgent care facilities.
- (3) Offices.
- (4) Diagnostic or medical laboratories.
- (5) Educational facilities for the training of interns, nurses and allied health care personnel.
- (6) Ambulance service and maintenance facilities.
- (7) Assisted living, convalescent and nursing homes.
- (8) Foster care group homes.
- (9) Day nurseries and child care centers.
- (10) Private recreational facilities (indoor and outdoor) provided such facilities are for employees and patients and not available to the public.
- (11) Health clubs and fitness centers.
- (12) Chapels.
- (13) Accessory retail and personal service establishments within the hospital and primarily intended to serve employees, residents and visitors to the health care district including pharmacies, greeting card sales, florists, optical sales, financial institutions, cafeterias and restaurants.
- (14) Health care district accessory uses such as laundry, service buildings, emergency generators and related electromechanical systems.
- (15) Parking structures of up to three levels above grade.
- (16) Accessory transit facilities such as bus stops, shelters and taxi stands.
- (17) Municipal buildings and uses.
- (18) Colleges or universities.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (19) Electric transformer stations, gas regulation stations and telephone exchange buildings.
- (20) Community centers not operated for profit.
- (21) Business schools or private schools operated for profit.
- (22) Uses permitted in the B-1 zoning district.

(Ord. No. 13-01, § 4, 6-4-01; Ord. No. 11-03, § 3, 7-7-03)

Sec. 90-412C SPECIAL USES

The following uses shall be permitted in the PUD-3 planned health care district, subject to the approval of the planning commission:

- (1) Psychiatric or substance abuse centers.
- (2) Accessory incinerators used only for waste generated on the site and which meet all local, state and federal regulations.
- (3) Helipads and heliports accessory to a hospital.
- (4) Multiple family housing for use by physicians, interns, nurses and allied health professionals. Development provisions for the R-4 Low Density Multiple Family Residential district shall apply.
- (5) Hotels and motels.
- (6) Retail and wholesale sales, distribution, storage, repair and service of medical equipment; storage of medical, dental and surgical supplies.
- (7) Radio, microwave or wireless communication towers accessory to a hospital.
- (8) Secondhand dealers.
- (9) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens or similar use.
- (10) Funeral homes or mortuaries.
- (11) Gasoline/convenience store associated with a supermarket.
- (12) Drive through restaurants.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

(Ord. No. 13-01, § 4, 6-4-01; Ord. No. 11-03, § 4, 7-7-03; Ord. No. 14-08, § 1, 8-18-08; Ord. No. 3-11, § 6, 5-2-11; Ord. No. 17-14, § 6, 8-4-14)

Sec. 90-413C DEVELOPMENT STANDARDS

*for individual parcels within a PUD-3 zoned development

Minimum Lot Area	43,560 sq ft
Minimum Lot Width (4)	100 ft
Minimum Front Yard (1)	35 ft
Minimum Rear Yard (1)	30 ft
Minimum Side Yard (1)	25 ft

Minimum Ground Floor Building Size	3,500 sq ft
Maximum Building Height (1)	45 ft
Greenbelts (3)	

*for overall PUD-3 zoned development

Minimum Lot Area	3,484,800 sq ft (80 acres)
Minimum Lot Width (4)	400 ft
Minimum Front Yard (1)	35 ft
Minimum Rear Yard (1)	30 ft
Minimum Side Yard (1)	25 ft
Maximum Building Height (1)	45 ft

Sec. 90-414C SPECIFIC REQUIREMENTS

- (1) In the PUD-3 planned health care district, the following additional regulations shall apply, superseding any lesser standards in the Code.
 - (a) Hospitals may be erected to 115 feet in height with a spire height up to 140 feet. Related medical facilities adjacent to the hospital, and hotels, may be erected up to 70 feet. All other buildings are limited to 45 feet in height. **Modifications to the height requirements may be approved by the City Council, after Planning Commission recommendation.**
 - (b) Building setbacks shall be a minimum of 35 feet from Byron Center Avenue and 50 feet from Gezon Parkway. The planning commission may allow a lesser setback down to a zero yard setback on other public streets. ~~Side and rear yard setbacks may also be waived by the planning commission.~~ **Modifications to the side and rear yard setbacks may be approved by the City Council, after Planning Commission recommendation.**

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (c) Individual lots shall provide a minimum 25-foot greenbelt along major thoroughfares, exclusive of freeways, with a four-foot high berm along Byron Center Avenue, except that the City Council may approve waving the berm in instances of topographic or other natural features, after Planning Commission recommendation. ~~planning commission can waive the berm in instances of topographic or other natural features.~~ No parking shall be permitted within the required greenbelts.
- (d) A landscaped greenbelt, as described in section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.
- (e) For individual parcels, lot area shall be a minimum of 43,560sf and width of 100 ft.. Modifications to lot area and lot width may be approved by the City Council, after Planning Commission recommendation.

Sec. 90-415C Additional Regulations

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

(2) Development Procedures

- (a) PUD Procedures. Section 90-510
- (b) Special land uses. Section 90-507
- (c) Site Plan. Section 90-500
- (d) Site Condominiums. Section 90-509

(3) Administration and Enforcement

- (a) Board of Zoning Appeals. Article 10
- (b) Permits. Section 90-1008
- (c) Non-conforming lot and uses. Article 9

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

ORDINANCE NO. 11-21

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (128) TO REZONE 4050 AND 4056 56th STREET SW
FROM ER ESTATE RESIDENTIAL TO RO-1 RESTRICTED OFFICE

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (128) to read as follows:

(128) To rezone the following described property at 4050 and 4056 56th Street SW (PP#s 41-17-31-426-004 and 41-17-31-426-003) from the ER Estate Residential district to RO-1 Restricted Office district:

W 120 FT OF E 438 FT OF N 193 FT OF N 1/2 SE 1/4 * SEC 31 T6N R12W 0.53 A.

W 120 FT OF E 558 FT OF N 193 FT OF N 1/2 SE 1/4 * SEC 31 T6N R12W 0.53 A.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. VandenBerg
Wyoming City Clerk

April 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for rezoning from ER Estate Residential to RO-1 Restricted Office at 4050 and 4056 56th Street SW (Section 31) (Patrick Bykerk).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2021. A motion was made by Goodheart, supported by Micele, to recommend to the City Council rezoning of the subject properties to RO-1. The motion passed unanimously.

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

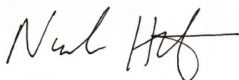
The envisioned use of the two parcels is to redevelop the site as a professional office building. The .9 acre site will be located on the edge of the Del-Mar Farms development, and is located nearby other office uses. This is a rezoning request only.

Administrative site plan approval will be a separate action following a successful rezoning. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

The proposed rezoning is consistent with the future envisioned use of this area as identified on the future land use map found in the City's master plan.

During the public hearing no members of the public spoke on the proposed rezoning.

Respectfully submitted,



Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

Request for rezoning from ER Estate Residential to RO-1 Restricted Office at 4050 and 4056 56th Street SW (Section 31) (Patrick Bykerk).

Meagher explained that currently the site is a single-family residential property. Meagher presented a map that showed the land use surrounding the property.

Meagher shared that the envisioned use of the two parcels is to redevelop the site as a professional office building. The .9 acre site will be located on the edge of the Del-Mar Farms development, and is located nearby other office uses. This is a rezoning request only. Administrative site plan approval will be a separate action following a successful rezoning. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

Meagher explained that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

(a) Consistency with the adopted master plan;

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as future Neighborhood Commercial. The proposed use is consistent with the future envisioned use.

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

The current residential use designation is not consistent with the desired future commercial use. The proposed rezoning to RO-1 is compatible with the adjacent zone districts in place.

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

The property can be served by public utilities.

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

The property's current ER zoning is an impediment to its future development. Subject parcels are located adjacent to the entrance of the Del-Mar Farms PUD, which is surrounded by a variety of commercial and office uses.

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

The RO-1 zone district permits a variety of commercial and office uses which are appropriate for this location.

Meagher said that the Development Review Team recommends that the Planning Commission recommend to City Council approval of the rezoning request for 4050 and 4056 56th Street SW subject to the condition that the parcels are combined.

DeLange opened the public hearing at 8:10 PM.

Jay Miedema, The Architectural Group, introduced himself via Zoom and stated that he is available for any questions or comments along with Patrick Bykerk

DeLange closed the public hearing at 8:11 PM.

A motion was entered by Goodheart, supported by Micele, to recommend the approval to City Council the rezoning request for 4050 and 4056 56th Street SW subject to the condition that the parcels are combined.

Goodheart asked if the two parcels were purchased by the applicant.

Bykerk, 5385 Cottondale St SW, Wyoming, MI 49519, stated that the parcels have been purchased.

A vote on the motion passed unanimously

AGENDA ITEM NO. 6

Request for Preliminary Plat- Tentative Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC)

Hofert explained that the properties are generally located along Reserve Drive extended, south of 56th Street SW and east of Wilson Ave (Section 32). The plat areas are agricultural fields. Hofert stated that the land use surrounding the property is single family residential to the north, south and east, and multi-family to the west.

Hofert stated that this request is for Phase Six of a larger project. This phase includes a large section north of Reserve Drive and adjacent to the neighborhoods dedicated open space.

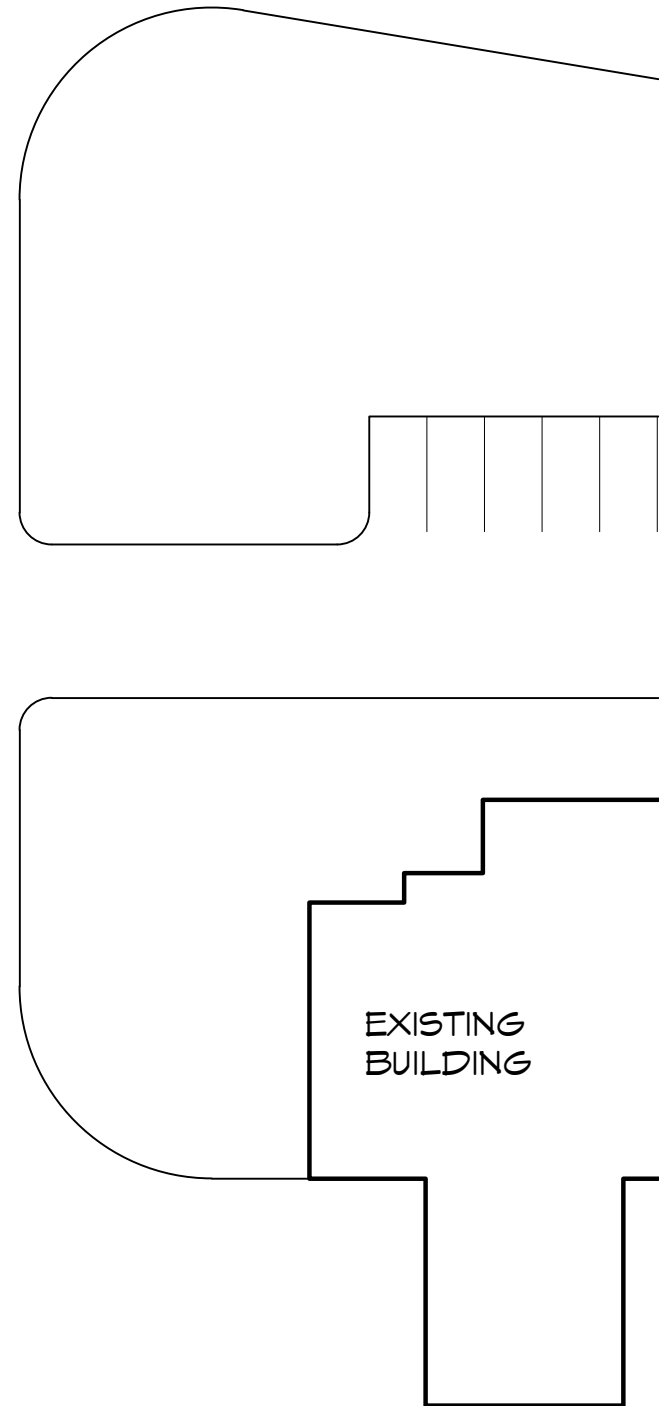
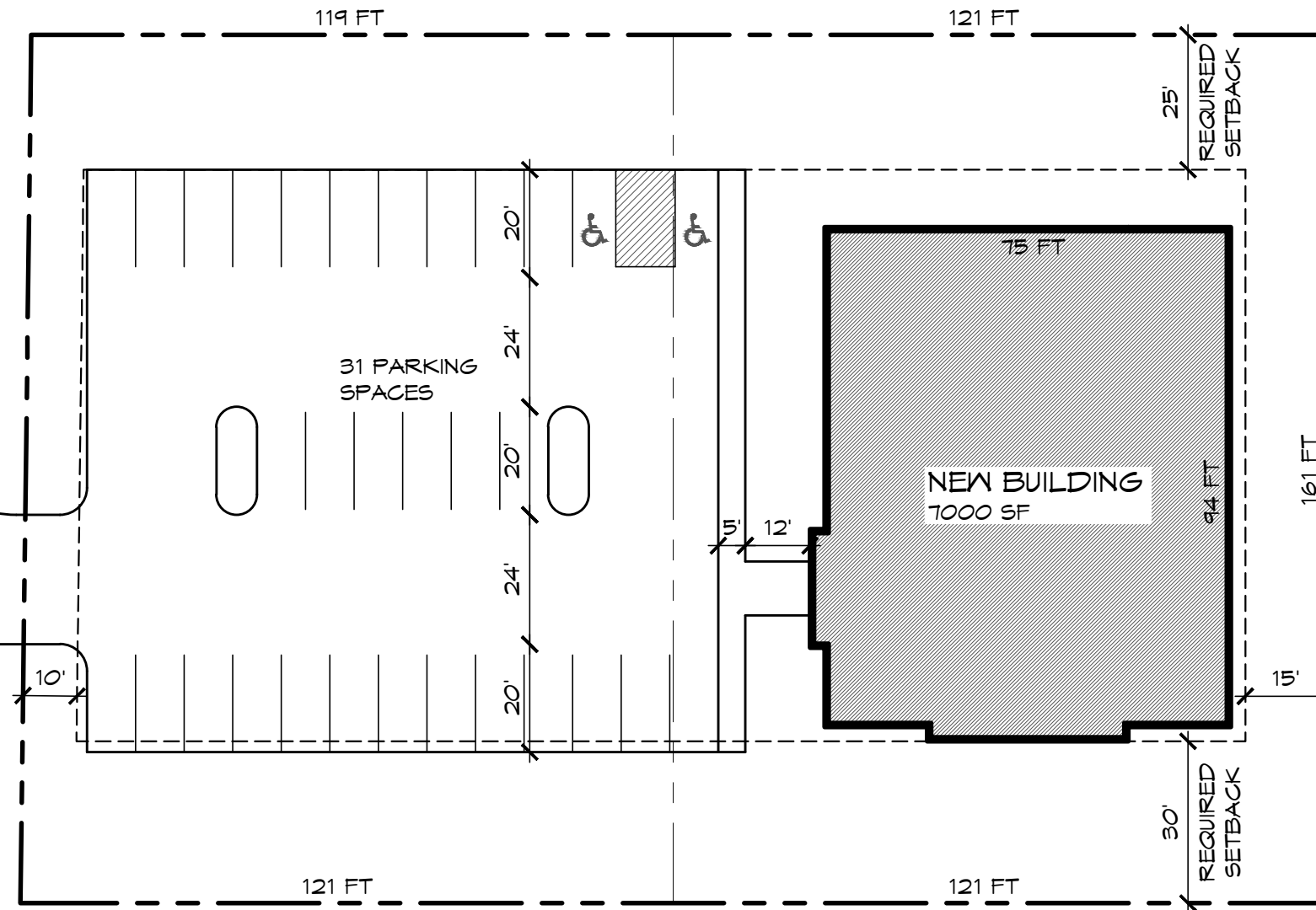
Hofert shared that platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was previously granted for this proposed phase by Planning Commission on August 30, 2018. Plat approval was contingent on the overall PUD development plan being accepted by City Council. The plat's approval has since expired.

Hofert explained that the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

56TH ST SW

AYRSHIRE DR

PRIVATE DRIVE
TO BANK



PROJECT INFORMATION:

1. CURRENT ZONING: ER ESTATE RESIDENTIAL
PROPOSED ZONING: RO-1 RESTRICTED OFFICE DISTRICT
2. PROPOSED BUILDING USE: PROFESSIONAL OFFICES (NON-MEDICAL)
3. PARCEL NOS: 41-17-31-426-003 AND 41-17-31-426-004
4. PROPOSED BUILDING SIZE: 1000 S.F.



SITE PLAN



ORDINANCE NO. 12-21

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (129) TO REZONE 2333 AND 2329 44th STREET SW
FROM R-1 RESIDENTIAL TO B-1 LOCAL BUSINESS

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (129) to read as follows:

- (129) To rezone the following described property at 2333 and 2329 44th Street SW (PP#s 41-17-22-354-056 and 41-17-22-354-038) from the R1- Residential district to B-1 Local Business district:

PART SW 1/4 COM 380.55 FT E FROM SW COR OF SEC TH N PERP TO S SEC LINE 207.17 FT TH E PERP TO W SEC LINE 80 FT TH S PERP TO S SEC LINE 211.38 FT TO S SEC LINE TH W 80.11 FT TO BEG EX S 50 FT * SEC 22 T6N R12W 0.29 A.

PART SW 1/4 COM 460.66 FT E FROM SW COR OF SEC TH N PERP TO S SEC LINE 211.38 FT TH E PERP TO W SEC LINE 130.0 FT TH S PERP TO S SEC LINE 218.11 FT TO S SEC LINE TH W 130.18 FT TO BEG EX S 50 FT * SEC 22 T6N R12W 0.49 A.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

April 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for rezoning from R-1 Residential to B-1 Local Business at 2333 and 2329 44th Street SW (Section 22) (Douglas J Isenga).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2021. A motion was made by Arnoys, supported by Zapata, to recommend to the City Council rezoning of the subject properties to B-1. The motion passed unanimously.

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

The envisioned use of the vacant parcel is to develop the site as a Dunkin Donuts store. Dunkin Donuts is a national donut and coffee chain with no locations currently operating in Wyoming. There is one location in Jenison, MI. The proposed site would contain a drive-through. This is a rezoning request only.

Site plan and special use approval for the drive through use will be a separate action at Planning Commission following a successful rezoning. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

The proposed rezoning is consistent with the future envisioned use of this area as identified on the future land use map found in the City's master plan.

During the public hearing no members of the public spoke on the proposed rezoning.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

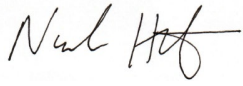
Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

Hofert explained that this as an existing business that the city is trying to help bring into compliance. Hofert explained that the truck terminal use is a permitted use in an I-1 district but it does require special use review and approval. Hofert said that staff has been working with the owner to clean up the site and obtain the special use approval. While it is important to consult the master plan and land use plan, this project is a permitted use within the current I-1 zoning district.

There was general conversation on the history of the site.

The motion to grant the special use request passed 7-2 with Hall, Hegyi, Goodheart, Micele, Weller, VanDuren and Zapata voting in favor and Arnoys and DeLange voting against.

A motion was entered by Hegyi, supported by Weller, to grant site plan approval subject to conditions 1-4.

There was general discussion regarding the type of fencing surrounding the site.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for rezoning from R-1 Residential to B-1 Local Business at 2333 and 2329 44th Street SW (Section 22) (Douglas J Isenga).

Hofert explained that currently the site is vacant. Land use surrounding the property is Institutional zoning to the north, Residential zoning to the south, Commercial zoning to the west, and Office to the east.

Hofert stated that the envisioned use of the vacant parcel is to develop the site as a Dunkin Donuts store. Dunkin Donuts is a national donut and coffee chain with no locations currently operating in Wyoming. There is one location in Jenison, MI. Daily hours are typically 5:00am to 9:00pm. The proposed site would contain a drive-through. This is a rezoning request only. Hofert explained that site plan and special use approval for the drive through use will be a separate action at Planning Commission following a successful rezoning. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

Hofert shared that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

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

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future

land use map identifies these parcels as future Neighborhood Commercial. The proposed use is consistent with the future envisioned use.

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

The current residential use designation is not consistent with the desired future commercial use. The proposed rezoning to B-1 is compatible with the adjacent zone districts in place.

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

The property can be served by public utilities.

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

The property's current R-1 zoning is an impediment to its future development. Subject parcels directly front 44th ST SW, a major arterial, and are surrounded by commercial and office uses.

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

The B-1 zone district permits a variety of commercial and office uses which are appropriate for this location.

Hofert shared that the Development Review Team recommends that the Planning Commission recommend to City Council approval of the rezoning request for 2333 and 2329 44th ST SW subject to the condition that the parcels are combined.

Delange opened and closed the public comment period at 8:03 PM. There were no comments made.

A motion to recommend approval to City Council the rezoning request for 2333 and 2329 44th ST SW subject to the condition that the parcels are combined was entered by Arnoys and supported by Zapata.

Micelle asked if a traffic study was required because of the location.

Hofert explained that a traffic study is not required at this time for the rezoning.

Hall commented that he has concern with traffic and will be interested to discuss the traffic impact during the site plan approval process.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5

LEGEND			
	CONIFEROUS TREE		SQUARE CATCH BASIN
	DECIDUOUS TREE		ELECTRIC RISER
	PHONE RISER		ROUND CATCH BASIN
	UTILITY MANHOLE		SIGN (ONE POST)
	MAIL BOX		SIGN (TWO POST)
	LIGHT POLE		BITUMINOUS SURFACE
	STORM MANHOLE		CONCRETE SURFACE
	WATER VALVE		REFERENCE POINT
	FND. IRON		SANITARY LINE
	SET IRON		STORM LINE
	ELECTRIC		GASMAIN
	FENCE		TREE / SHRUB LINE

PROPERTY DESCRIPTION:

(Per Kent County GIS, dated 09/30/2020.)

PPN: 41-17-22-354-036

Part of the Southwest 1/4, commencing 380.55 feet East from the Southwest corner of Section; thence North perpendicular to South Section line 207.17 feet; thence East perpendicular to West Section line 80.00 feet; thence South perpendicular to South Section line 211.38 feet to South Section line; thence West 80.11 feet to beginning. Except the South 50.00 feet. Section 22, Town 6N, R12W

PPN: 41-17-22-354-038

Part of the Southwest 1/4, commencing 460.66 feet East from the Southwest corner of Section; thence North perpendicular to South Section line 211.38 feet; thence East perpendicular to West Section line 130.00 feet; thence South perpendicular to South Section line 218.11 feet to South Section line; thence West 130.18 feet to beginning. Except the South 50.00 feet. Section 22, Town 6N, R12W

Notes:

1. Property Address: 2333 44th Street, SW, Wyoming, MI 49519 & 2329 44th Street, SW, Wyoming, MI 49519. (Item 2)
2. According to the Federal Emergency Management Agency's Flood Insurance Rate Map Number 2601110015C, dated February 5, 1992 the subject property is in Zone X defined as area determined to be outside 500-year flood plain. (Item 3)
3. Gross Land Area: 34,099 sqft, 0.78 acres. (Item 4)
4. Elevation Datum: NAVD 88 (Item 5)
5. The survey was made from the legal description shown. The description should be compared with the abstract or title policy for accuracy, easements and exceptions.
6. Zoning regulations and determinations should be cleared through the local municipality before any buildings or property improvements are constructed.
7. All utilities shown were field verified on site or by available documentation. This information should not be construed to be a guarantee of completeness of accuracy and the contractor shall exercise caution and field verify required locations prior to excavation.

BENCHMARK:.....ELEVATION = 594.88

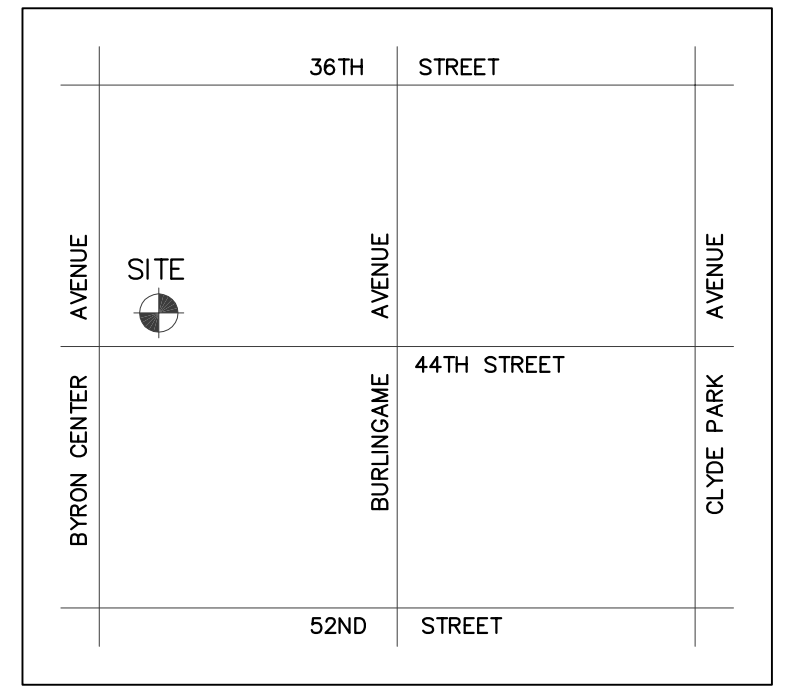
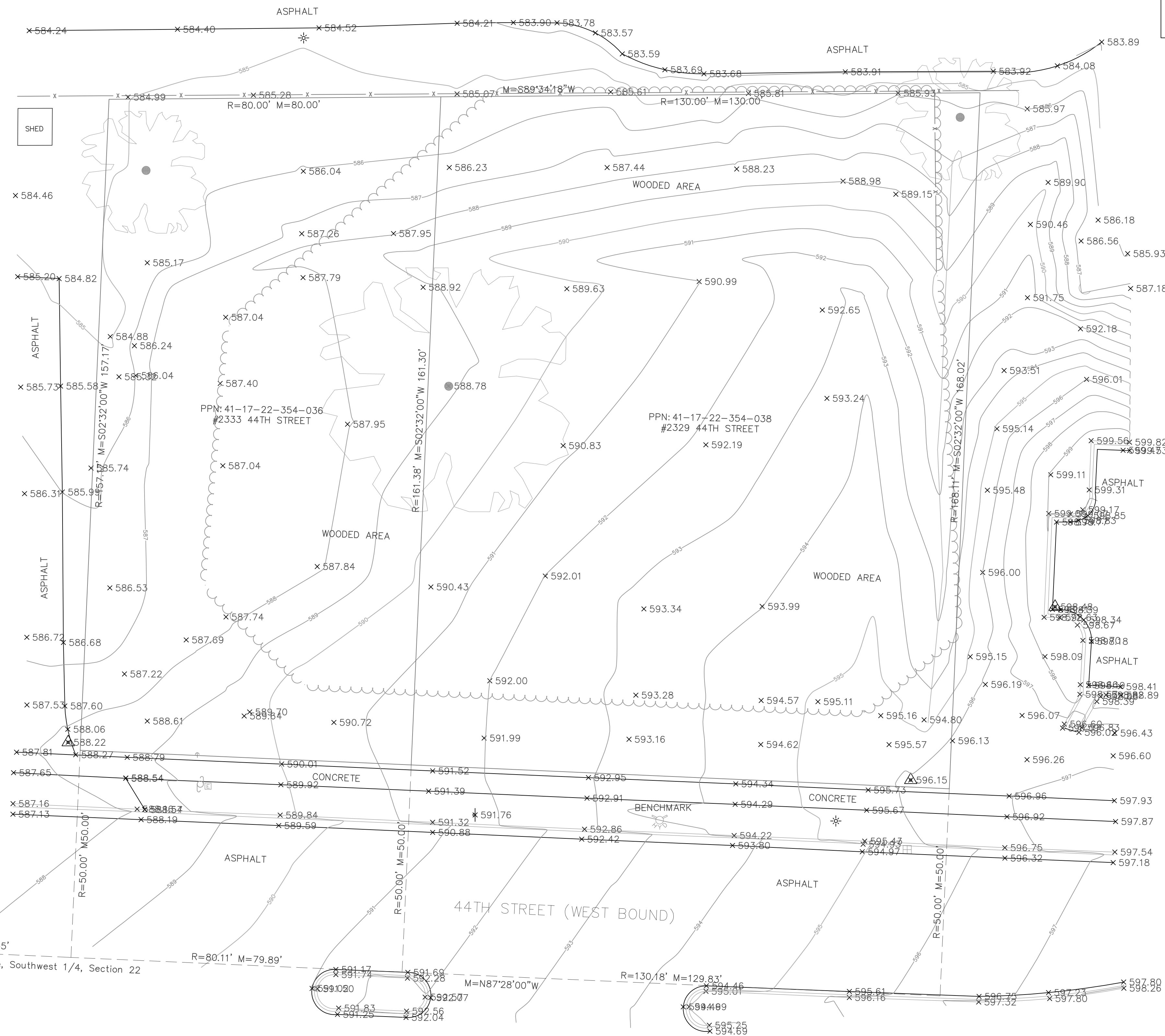
Top of flange bolt under the 'E' of EJIW on hydrant; located ±70' West & ±10' South of Southeast property corner.

CERTIFICATION:

To: Wolverine Building Group.

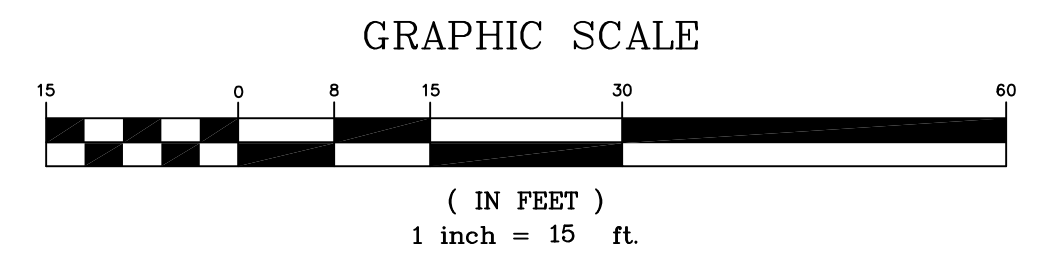
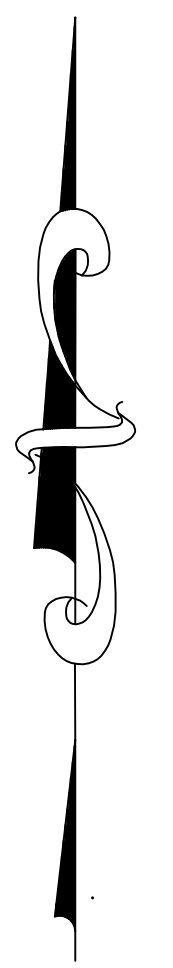
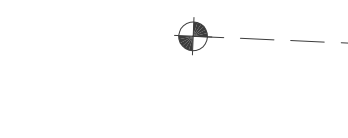
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7, 8, 9, and 11 of Table A thereof. The fieldwork was completed on 03/05/20. Date of Plat of Map: 03/05/20

BY:
ADAM C. BURGESS
LICENSED PROFESSIONAL SURVEYOR NO. 55446



LOCATION MAP
NO SCALE

Southwest Corner
Section 22
T6N, R12W



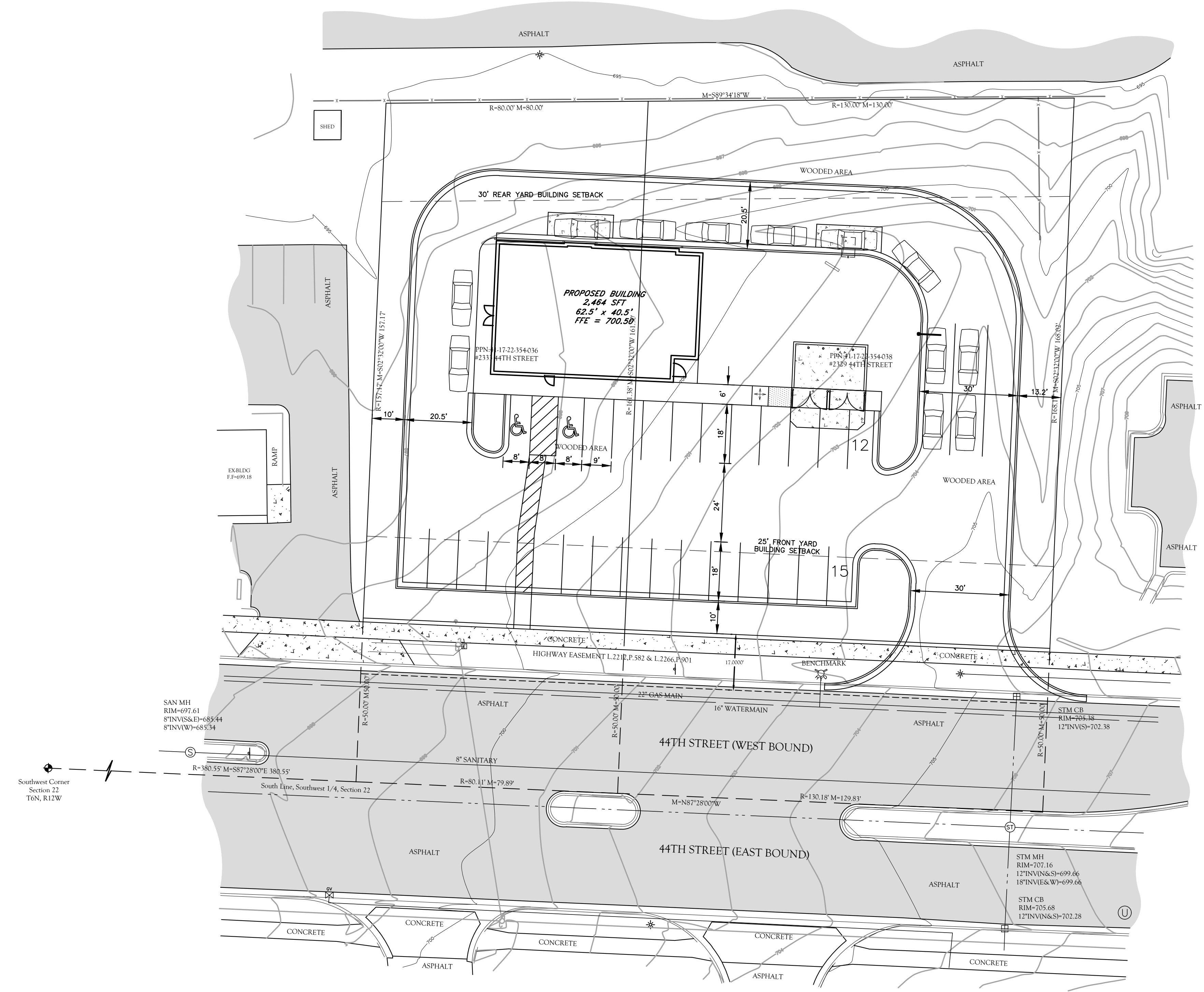
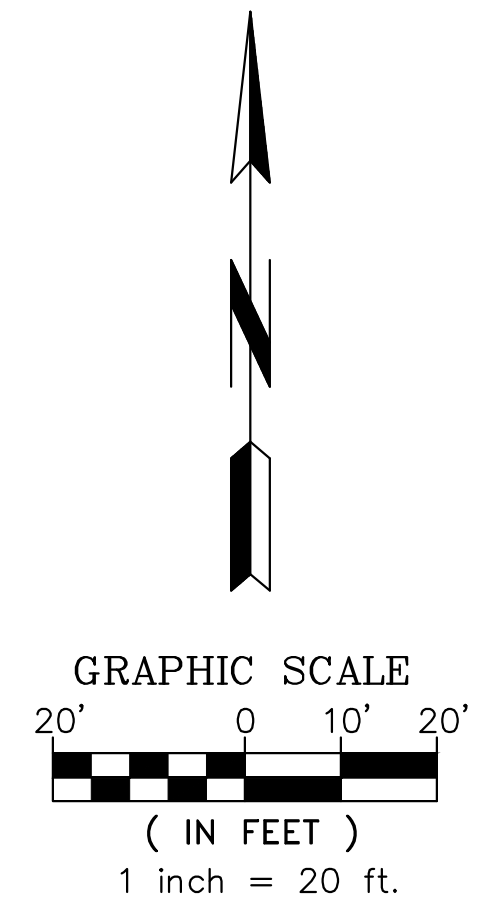
DATE	REVISIONS	NO.
09/30/20	JTB	1
		2
		3
		4

PROJECT NO.	2005801
FILE NAME	T1
SHEET NO.	1



4375 RIDGESTONE DR. SW. BYRON CENTER, MI 49515
PHONE: (616)472-2499 EMAIL: adam@burgesssurveying.com

2329 & 2333 44TH STREET
WYOMING, MICHIGAN 49519
ALTA/NSPS SURVEY



SITE DATA:

SITE: 0.78 ACRES
 ZONED: R-1, RESIDENTIAL
 PROPOSED ZONING: B-1, LOCAL BUSINESS DISTRICT
 USE: QUICK SERVICE RESTAURANT WITH DRIVE THRU

	REQUIRED	PROVIDED
MAXIMUM BUILDING HEIGHT:	35' (B-1)	23'
FRONT BUILDING SETBACK:	25' (B-1)	76'
SIDE BUILDING SETBACK:	0' (B-1)	35.5' TO WEST
REAR BUILDING SETBACK:	30' (B-1)	42'

PARKING DATA:

MIN. REQUIRED PARKING: ??? SPACES + 5 DRIVE THRU STACKING
 (RESTAURANT WITH DT: 1.25 SPACES PER 3 PERSONS OF MAXIMUM OCCUPANCY)

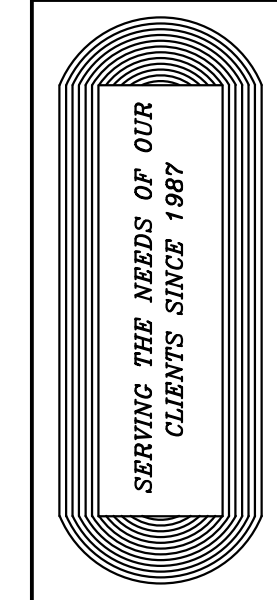
PROPOSED PARKING: 27 SPACES + 12 DRIVE THRU AND ON SITE WAITING
 (INCLUDES 2 BARRIER FREE SPACES)

PARKING SPACE:	9' x 18'	9' x 18'
PARALLEL	8.5' x 22'	8.5' x 22'
DRIVE AISLE WIDTH (TWO WAY):	24'	24'
(ONE WAY):	12'	12' MIN.

- NOTES**
- A) ALL DIMENSIONS SHOWN TO THE CONCRETE CURB AND GUTTER ARE TO THE FACE OF THE CURB UNLESS NOTED OTHERWISE.
 - B) THE CONCRETE GUTTER PAN IS TO TIP IN THE SAME DIRECTION AS THE ADJACENT PAVEMENT. THE GUTTER PAN IN THE BARRIER FREE SPACES SHALL BE PLACED FLAT.
 - C) THE LAST 3 FEET OF ALL OF THE CURB SHALL BE DUBBED DOWN UNLESS NOTED OTHERWISE.
 - D) REFER TO ARCHITECTURAL PLANS FOR DETAILS OF CONCRETE DOOR STOPS, DETAIL OF BUILDING, AND EXACT BUILDING DIMENSIONS.
 - E) ALL BARRIER FREE SPACES AND SIDEWALKS SHALL MEET A.D.A. REQUIREMENTS.
 - F) FIELD VERIFY ALL EXISTING UTILITIES TO REMAIN ESPECIALLY AT PROPOSED CONNECTION LOCATIONS.

- LEGEND**
- o - IRON STAKE - SET
 - - IRON FOUND
 - - WOOD STAKE
 - R - RECORDED DIMENSION
 - D - DEED DIMENSION
 - P - PLATTED DIMENSION
 - M - MEASURED DIMENSION
 - CL - CENTER LINE
 - CC - CORNER ON CONCRETE
 - ED - EDGE OF BITUMINOUS
 - EC - EDGE OF CONCRETE
 - EG - EDGE OF GRAVEL
 - G - GROUND ELEVATION
 - GFL - FLOW LINE OF GUTTER
 - OHE - OVERHEAD ELEC/UTILITY LINE
 - SL - LIGHT POLE
 - EX - EX. CONTOUR LINE
 - X-X - FENCE LINE
 - CONC - CONCRETE
 - CONC - CONCRETE
 - BIT - BITUMINOUS PAVEMENT
 - ENCR - PROPERTY LINE ENCROACHMENT
 - UTL - UTILITY
 - ELEC - ELECTRIC
 - RET - RETAINING WALL
 - P/L - PROPERTY LINE
 - P/MT - PAVEMENT
 - W.S. - WATER SERVICE LATERAL
 - BM - BENCHMARK
 - W.V. - WATER VALVE
 - HYD - FIRE HYDRANT
 - CB - CATCH BASIN
 - MH - MANHOLE

DRAWN BY: CW
 APPROVED BY: MJC
 DATE: DECEMBER 28, 2020
 REVISIONS:



Roosten & Associates
 SURVEYING AND ENGINEERING
 1058 FARMFIELD AVE. SE
 GRAND RAPIDS, MI 49505
 TEL: (616) 361-7222
 FAX: (616) 361-1222

**CONCEPT PLAN
 DUNKIN DONUTS**
 Part of Section 22, T6N, R12W
 City of Wyoming, Kent County, Michigan

CLIENT:
WOLVERINE BUILDING GROUP
4045 BARDEN SE
GRAND RAPIDS, MI 49512
(616) 949-3360

PROJECT NO.
 201281

C-102

ORDINANCE NO. 13-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY
AMENDING SECTION 90-412C(4) IN ARTICLE 4C

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4C, Section 90-412C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-412C SPECIAL USES

The following uses shall be permitted in the PUD-3 planned health care district, subject to the approval of the planning commission:

- (1) Psychiatric or substance abuse centers.
- (2) Accessory incinerators used only for waste generated on the site and which meet all local, state and federal regulations.
- (3) Helipads and heliports accessory to a hospital.
- (4) Multiple family housing. Development provisions for the R-4 Low Density Multiple Family Residential district shall apply.
- (5) Hotels and motels.
- (6) Retail and wholesale sales, distribution, storage, repair and service of medical equipment; storage of medical, dental and surgical supplies.
- (7) Radio, microwave or wireless communication towers accessory to a hospital.
- (8) Secondhand dealers.
- (9) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens or similar use.
- (10) Funeral homes or mortuaries.
- (11) Gasoline/convenience store associated with a supermarket.
- (12) Drive through restaurants.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 13-21

April 28, 2021

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to amend Zoning Code Sec. 90-412C(4) Special Uses in PUD-3 zone districts to remove the restriction that multi-family housing has to be “for use by physicians, interns, nurses and allied health professionals.”

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2021. A motion was made by Hegyi, supported by Micele, to recommend to the City Council adoption of revised Section 90-412C(4) Special Uses in PUD-3 zone districts to remove the restriction that multi-family housing has to be “for use by physicians, interns, nurses and allied health professionals.” The motion passed unanimously.

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

When the PUD-3 ordinance was originally drafted and adopted, it was designed with the forthcoming hospital campus in mind. At that time, there was no housing available adjacent to the site and there were concerns that any housing built as part of the PUD should be reserved for health professionals working on the campus. Therefore, multi-family housing was added as a permitted use in PUD-3 districts but restricted to serve healthcare professionals.

In the almost 20 years since the adoption of the original PUD-3 ordinance, the area surrounding the Metro Health Hospital campus has grown substantially and there is no longer a need to restrict prospective housing to health care professionals, however, as demonstrated in the City’s Analysis of Impediments to Fair Housing Choice, Housing Needs Assessment, and Master Plan, there is a significant need for housing in the community overall. Therefore, this amendment removes the unnecessary housing restriction for healthcare professionals and instead opens up the option to provide housing without restriction but still as a special use approval.

During the public hearing no members of the public spoke on the proposed ordinance.

The proposed zoning code text amendment is attached.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

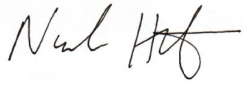
Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

been working with City Engineering staff and there will be gravel turn arounds on the north end for vehicles to turn around.

There was discussion about the past approval.

Arnoys acknowledged the letter that was received by staff and stated there is nothing that can be acted upon.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 7

Request to amend Zoning Code Sec. 90-412C(4) Special Uses in PUD-3 zone districts to remove the restriction that multi-family housing has to be “for use by physicians, interns, nurses and allied health professionals.” (Wyoming Planning).

Hofert explained that Planned Unit Developments (PUDs) allow for a certain degree of flexibility to achieve designs and projects that are of a higher quality and may offer unique features. Wyoming has several PUD districts that allow for specialization of different development types. The PUD-3 is Wyoming’s planned health care PUD zoning district. Wyoming has one PUD-3 district – the Metro Health Campus.

Hofert shared that When the PUD-3 ordinance was originally drafted and adopted, it was designed with the forthcoming hospital campus in mind. At that time, there was no housing available adjacent to the site and there were concerns that any housing built as part of the PUD should be reserved for health professionals working on the campus. Therefore, multi-family housing was added as a permitted use in PUD-3 districts but restricted to serve healthcare professionals. In the almost 20 years since the adoption of the original PUD-3 ordinance, the area surrounding the Metro Health Hospital campus has grown substantially and there is no longer a need to restrict prospective housing to health care professionals, however, as demonstrated in the City’s Analysis of Impediments to Fair Housing Choice, Housing Needs Assessment, and Master Plan, there is a significant need for housing in the community overall. Therefore, this amendment removes the unnecessary housing restriction for healthcare professionals and instead opens up the option to provide housing without restriction.

Hofert stated that the Development Review Team recommends that Planning Commission adopt the recommended *Section 90-412C(4)* text amendment and recommend the same to Council.

DeLange opened and closed the public hearing at 8:21 PM. There were no comments.

A motion was made by Hegyi, supported by Micele, to adopt the recommended *Section 90-412C(4)* text amendment and recommend the same to Council.

Weller asked if the University of Michigan Metro Health Hospital supported the text amendment.

Hofert affirmed that the University of Michigan Metro Health Hospital is supportive of this amendment.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 8

Request to approve an amended Overall Development Plan for Metro Health Village District A (Section 34) (Metro Health Village LLC).

Hofert explained that the property includes multiple parcels and is part of the larger Metro Health Campus. The site is developed as a medical campus with accessory commercial and retail spaces. Properties to the north and south are zoned commercial, property to the east is zoned commercial and institutional, and the property to the west is zoned commercial and residential.

Hofert explained the history of the campus stating that the campus was first approved as a planned healthcare district in 2003. At that time a PUD-3 submittal was made to the City by Metropolitan Hospital that outlined the anticipated uses and growth of the campus overtime. That submittal described the intent of the plan “to create a "Field of Dreams", helping the West Michigan Community to lead healthier lives by providing personalized, holistic, convenient and constantly evolving services.” The goals and vision it outlined are roughly consistent with what is being proposed today.

Hofert shared that following several planning projects at the campus that raised questions by Planning Commissioners during their review, staff requested that Metro Health Hospital and Granger Group worked together to provide an update to the 2003 plan. The intent was to address the concerns that were continually being raised during the review of projects such as parking provisions and general use and site layout questions. The revised ODP was to include a new Traffic Impact Analysis, Infrastructure assessment, Helicopter Flight path analysis, review of the proposed District uses as well as confirmation of the future uses desired. The original intent was for one revised ODP to be submitted that represented the entire campus.

Hofert explained that the primary owners of the campus, Granger Group and Metro Health started travelling down this path together almost 2 years ago. Since that time, the hospital decided to undergo an independent master planning process that would help inform their sections of the ODP. However, due to delays related to COVID-19, the hospital has not been able to complete its study. Following a joint request from the parties, staff agreed to entertain a phased ODP approach as long as Metro Health and Granger continued to communicate, and each party accepted each phase of the ODP development in writing.

PUD-3 Planned Health Care District

Sec. 90-411C PRINCIPAL PERMITTED USES

- (1) General hospitals.
- (2) Outpatient diagnostic and treatment centers, day surgery centers and urgent care facilities.
- (3) Offices.
- (4) Diagnostic or medical laboratories.
- (5) Educational facilities for the training of interns, nurses and allied health care personnel.
- (6) Ambulance service and maintenance facilities.
- (7) Assisted living, convalescent and nursing homes.
- (8) Foster care group homes.
- (9) Day nurseries and child care centers.
- (10) Private recreational facilities (indoor and outdoor) provided such facilities are for employees and patients and not available to the public.
- (11) Health clubs and fitness centers.
- (12) Chapels.
- (13) Accessory retail and personal service establishments within the hospital and primarily intended to serve employees, residents and visitors to the health care district including pharmacies, greeting card sales, florists, optical sales, financial institutions, cafeterias and restaurants.
- (14) Health care district accessory uses such as laundry, service buildings, emergency generators and related electromechanical systems.
- (15) Parking structures of up to three levels above grade.
- (16) Accessory transit facilities such as bus stops, shelters and taxi stands.
- (17) Municipal buildings and uses.
- (18) Colleges or universities.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (19) Electric transformer stations, gas regulation stations and telephone exchange buildings.
- (20) Community centers not operated for profit.
- (21) Business schools or private schools operated for profit.
- (22) Uses permitted in the B-1 zoning district.

(Ord. No. 13-01, § 4, 6-4-01; Ord. No. 11-03, § 3, 7-7-03)

Sec. 90-412C SPECIAL USES

The following uses shall be permitted in the PUD-3 planned health care district, subject to the approval of the planning commission:

- (1) Psychiatric or substance abuse centers.
- (2) Accessory incinerators used only for waste generated on the site and which meet all local, state and federal regulations.
- (3) Helipads and heliports accessory to a hospital.
- (4) Multiple family housing ~~for use by physicians, interns, nurses and allied health professionals.~~ Development provisions for the R-4 Low Density Multiple Family Residential district shall apply.
- (5) Hotels and motels.
- (6) Retail and wholesale sales, distribution, storage, repair and service of medical equipment; storage of medical, dental and surgical supplies.
- (7) Radio, microwave or wireless communication towers accessory to a hospital.
- (8) Secondhand dealers.
- (9) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens or similar use.
- (10) Funeral homes or mortuaries.
- (11) Gasoline/convenience store associated with a supermarket.
- (12) Drive through restaurants.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				