

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY HALL PARKING LOT**  
**MONDAY, JUNE 7, 2021, 7:00 P.M.**

- 1) **Call to Order**
- 2) **Invocation** – Pastor Mike Young, Newhall Christian Fellowship Church.  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**  
From the May 17, 2021 Regular Meeting
- 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 microphone, please begin by providing your name and address. There is a 3 minute limit per person.*  
**7:01 p.m.** To Consider Use of the 2020 Edward Byrne Memorial Justice Grant Funds for Program Activities
- 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 microphone, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) **Presentations and Proclamations**
  - a) Presentations
    1. Kent District Library 2020 Annual Report
  - b) Proclamations
    1. LGBTQ+ Pride Month
- 11) **Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) **Reports from City Officers**
  - a) From City Council
  - b) From City Manager
    - 21-06 Sale of City Property via Quit Claim Deed at 3297 Cherry Ridge Drive SW
- 13) **Budget Amendments**
  - a) Budget Amendment No. 66 – To Appropriate \$29,640.00 of Budgetary Authority to Fund Additional Overtime to Increase Patrols, Traffic Enforcement, and Surveillance of High Crime Areas

- b) Budget Amendment No. 67 – To Appropriate \$600,000.00 of Additional Budgetary Authority to Fund Higher Than Expected Electrical Power Costs Due to Fair Spring Weather, Which Led to Higher and Earlier Than Expected Water Demand

**14) Consent Agenda**

**15) Resolutions**

- a) Of Sympathy to the Family of Pastor Kenneth McGee
- b) To Authorize Acceptance of Federal American Rescue Plan Act Funds and Designate the City Manager to Serve as the City’s Authorized Representative
- c) To Accept the 2020 Edward Byrne Memorial Justice Assistance Grant (Budget Amendment No. 68)
- d) To Concur with Acceptance of a Donation of a Police K-9 and to Express Appreciation to West Michigan K-9 for the Donation
- e) To Authorize the Mayor and City Clerk to Enter into Cooperative 21<sup>st</sup> Century Community Learning Centers Agreements with Wyoming Public Schools (Cohorts K, L-1 and L-2)
- f) To Authorize the Mayor and City Clerk to Enter into a Purchase of Service Agreement with Godwin Heights Public Schools for Enhanced Summer School/Team 21 Programming
- g) To Authorize the Mayor and City Clerk to Execute a Contract for Specific Home Repair Services
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- i) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County
- j) To Authorize the Mayor and City Clerk to Execute an Agreement with the Inner City Christian Federation
- k) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2021-2022
- l) To Approve a Revised Overall Development Plan for Metro Health Village District A

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

- m) To Accept a Proposal from Sabo Public Relations LLC to Provide Communication Services and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Accept a Proposal from Sherwin Industries, Inc. for the Purchase of Asphalt and Concrete Crack Leveling Sealant
- o) To Accept a Proposal from ERSCO Construction Supply for the Purchase of Hot Rubber Crack Sealer and Material for Concrete Joint Repair
- p) To Authorize the Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)
- q) To Authorize the Purchase of a TruNarc Handheld Narcotics Analyzer and Solution Kit from Thermo Fisher Scientific
- r) To Accept a Proposal from All City Management Services, Inc. to Provide Crossing Guard Services and to Authorize the Mayor and City Clerk to Execute the Contract
- s) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
  1. Clean Water Plant Chemicals
  2. Water Treatment Chemicals

**17) Ordinances**

- 11-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (128) to Rezone 4050 and 4056 56<sup>th</sup> Street SW from ER Estate Residential to RO-1 Restricted Office (Final Reading)
- 12-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (129) to Rezone 2333 and 2329 44<sup>th</sup> Street SW from R-1 Residential to B-1 Local Business (Final Reading)
- 13-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-412C(4) in Article 4C (Final Reading)
- 14-21 To Amend Chapter 90 of the Code of Ordinances by Amending Article 4C, PUD-4 Districts (First Reading)
- 15-21 To Amend Chapter 2, Article III, Division 4, of the Code of Ordinances Establishing and Providing for the Authority and Duties of the Planning Commission (First Reading)
- 16-21 To Amend Chapter 74 of the Code of Ordinances Entitled “Subdivisions” (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 microphone. There is a 3 minute limit per person.*

**20) Closed Session** (as necessary)

**21) Adjournment**

## **PROCLAMATION**

### ***June 2021 as LGBTQ+ Pride Month***

***WHEREAS, the City of Wyoming cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and***

***WHEREAS, all are welcome in the City of Wyoming to live, work and play and every family, in any shape, deserves a place to call home where they are safe, happy and supported by friends and neighbors; and***

***WHEREAS, the City of Wyoming denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, martial status, national origin, sexual orientation or physical attributes as an affront to our fundamental principles; and***

***WHEREAS, LGBTQ+ Americans, including those who live in our community, face discrimination simply for being who they are and for who they love and there remains much work to be done to extend the promise of equality and freedom to every person; and***

***WHEREAS, Pride month began in June of 1970 on the one-year anniversary of the Stonewall Uprising in New York City after members of the LGBTQ+ community and allied friends rose up and fought against constant harassment and discriminatory laws that have since been declared unconstitutional; and***

***NOW THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, hereby proclaim the month of June 2021 as***

### ***LGBTQ+ Pride Month***

***in Wyoming, and encourage all community members to eliminate prejudice wherever it exists and to celebrate our great diversity by taking part in community events throughout the month of June which focus on and celebrate our LGBTQ+ neighbors and the contributions made by members of this community.***

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**JACK A. POLL, MAYOR**  
**City of Wyoming, Michigan**

# City of **Wyoming** Michigan

**City Manager** | 1155 28th St SW, Wyoming, MI 49509  
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

June 7, 2021

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 21-06

Subject: Sale of City Property via Quit Claim Deed at  
3297 Cherry Ridge Drive, SW

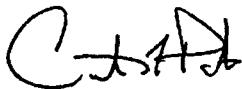
Councilmembers:

Alexander Johnson, owner of 5775 Ivanrest Avenue, SW, is desirous of purchasing the neighboring property owned by the City of Wyoming. The property is a non-developable strip of land (10-foot deep), spanning the width of the right-of-way at the end of Cherry Ridge Drive, SW (east off Hickory Ridge Drive, SW). The narrow strip of land serves no function to the City of Wyoming and will allow the property owner of 5775 Ivanrest Avenue, SW, access to Cherry Ridge Drive, SW, and will provide a future parcel split. The attached Quit Claim Deed from the City of Wyoming transfers a 10' by 60' strip of land from the parcel at 5251 Byron Center Avenue, SW, to Alexander Johnson at 5775 Ivanrest Avenue, SW. The Quit Claim Deed conveys the property as shown on the attached Exhibit A drawing.

Grantor:	City of Wyoming
Grantee:	Alexander Johnson
Address:	5775 Ivanrest Avenue, SW
Size:	600 SF
Consideration:	\$172.00

It is recommended that the City Council grant the Quit Claim deed, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt  
City Manager

Attachments: Quit Claim Deed



CITY COUNCIL

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

QUIT CLAIM DEED

The Grantor, **City of Wyoming**, a Michigan Municipal Corporation whose address is 1155 28th Street SW, Wyoming, Michigan 49509

QUIT CLAIMS TO

**Alexander Johnson**, whose address is 5775 Ivanrest Avenue, SW, Wyoming, MI 49418, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

Part of the Southeast 1/4, Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section 32; thence North 88°43'51"West 654.09' along the North line of said Southeast 1/4; thence South 01°06'14"East 1314.11' along the East line of the West 1/2 of the East 1/2 of said Southeast 1/4 to the Point of Beginning; thence South 01°06'14" East 60.00' along said East line; thence South 88°63'46"West 10.00'; thence North 01°16'14"West 60.00'; thence North 88°63'46" East 10.00' to the Point of Beginning. (Parcel No. 41-17-32-427-018)

for the full consideration of **One Hundred Seventy-Two Dollars and No Cents (\$172.00)**

This Quit Claim Deed is given subject to easements and restrictions of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

DATED: \_\_\_\_\_

GRANTOR:  
**City of Wyoming**

Approved as a form:

\_\_\_\_\_  
**By: Jack Poll**  
**Its: Mayor**

\_\_\_\_\_  
Attorney for the City of Wyoming

\_\_\_\_\_  
**By: Kelli Vandenberg**  
**Its: City Clerk**

STATE OF MICHIGAN    )  
  SS  
COUNTY OF KENT        )

The foregoing instrument was acknowledged before me in Kent County, Michigan on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jack Poll, Mayor of the **City of Wyoming**, and Kelli Vandenberg, City Clerk of the **City of Wyoming**.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** City of Wyoming – 3297 Cherry Ridge Dr., SW

<b>SITE DATA:</b>		<i>Permanent Parcel No.:</i> 41-17-32-427-018	
<i>Parcel:</i>	City of Wyoming	<i>Land Use:</i>	Commercial – Improved <i>Size:</i> 0.01 ac (total)
<i>Address</i>	3297 Cherry Ridge Dr., SW	<i>Zoning:</i>	201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Easement</p> <p>Summary of Costs:</p> <p><u>Quit Claim Deed:</u> A 60' x 10' rectangular piece of property located at 3297 Cherry Ridge Drive SW.</p> <p>Area: 600 sft</p>	<p><b>SKETCH:</b></p> <p align="right">North ↑</p>
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<b>COMPUTATION OF VALUE:</b>	
LAND ACQUISITION, QUIT CLAIM DEED	
600 s.f. (Area) X \$ 2.86 / s.f. x 10% = \$ 171.60 ~ Round to \$172.00	<b>\$ 172.00</b>

REMARKS:

Signed: \_\_\_\_\_  
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

**\$172.00**

Agreed to by: \_\_\_\_\_  
City of Wyoming  
By:  
Its:

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

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Signed:   
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

Agreed to by: \_\_\_\_\_  
City of Wyoming  
By:  
Its:

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: June 7, 2021**

**Budget Amendment No. 066**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$29,640.00 of budgetary authority to fund additional overtime to increase patrols, traffic enforcement, and surveillance of high crime areas.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Police - Detective Bureau - Salaries - Uniform Overtime				
101-305-31000-709.000	176,000.00	9,000.00		185,000.00
Police - Detective Bureau - FICA				
101-305-31000-715.000	126,056.00	700.00		126,756.00
Police - Detective Bureau - Workers Comp Insurance				
101-305-31000-719.000	31,141.80	180.00		31,321.80
Police - Patrol - Salaries - Uniform Overtime				
101-305-31500-709.000	415,000.00	18,000.00		433,000.00
Police - Patrol - FICA				
101-305-31500-715.000	429,861.00	1,400.00		431,261.00
Police - Patrol - Workers Comp Insurance				
101-305-31500-719.000	108,522.60	360.00		108,882.60
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 29,640.00	

Recommended: *Hate Bayford*  
Finance Director

*Chris*  
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

## CITY OF WYOMING BUDGET AMENDMENT


**Date: June 7, 2021**

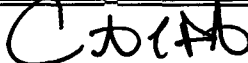
**Budget Amendment No. 067**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$600,000.00 of additional budgetary authority to fund higher than expected electrical power costs due to fair spring weather, which led to higher and earlier than expected water demand.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Water Fund</u></b>				
Water Utility - Pumping and Treatment - Public Utilities				
591-591-55300-920.000	1,754,000.00	600,000.00		2,354,000.00
Fund Balance/Working Capital (Fund 591)		\$ -	\$ 600,000.00	

Recommended:   
Accountant

  
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

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

RESOLUTION OF SYMPATHY  
TO THE FAMILY OF PASTOR KENNETH MCGEE

WHEREAS:

1. Pastor Kenneth McGee passed away on Monday, May 17, 2021.
2. Pastor McGee wholeheartedly devoted many years to the residents of the City of Wyoming, through his service as Chaplain to the Wyoming Fire Department since 2005.
3. The City of Wyoming gratefully acknowledges the caring, compassion and support Pastor McGee gave to many families to help them cope after a traumatic situation.
4. Kenneth will be sadly missed by his family, friends and colleagues in public service.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack A. Poll, the Wyoming City Council and the entire staff of the City of Wyoming, extend deepest sympathies to Kenneth's wife Sherrill, 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 June 7, 2021.

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

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

RESOLUTION TO AUTHORIZE ACCEPTANCE OF FEDERAL AMERICAN RESCUE  
PLAN ACT FUNDS AND DESIGNATE THE CITY MANAGER TO SERVE  
AS THE CITY'S AUTHORIZED REPRESENTATIVE

WHEREAS:

1. Under the American Rescue Plan Act (ARPA), the City of Wyoming may be eligible to receive an estimated \$13,155,842.00 from the federal government to address the economic impacts of the COVID-19 pandemic.
2. The City needs to designate an individual officer to act as the city's representative regarding those funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The City is authorized to accept the ARPA funds in the amount ultimately provided by the federal government and city officers are directed to propose to the City Council uses of those funds consistent with ARPA.
2. The City Manager or, in the City Manager's absence or unavailability, Deputy City Manager is authorized and directed to serve as the city's authorized ARPA representative.
3. A budget amendment shall be submitted at a later date for approval.

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 June 7, 2021.

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

ATTACHMENTS:

Award Terms and Conditions

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

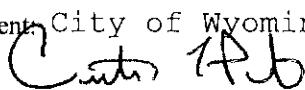
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City of Wyoming, MI 1155 28th Street SW Wyoming, Michigan 49509	DUNS Number: 079283982 Taxpayer Identification Number: 386006933 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient, City of Wyoming, MI



Authorized Representative: Curtis Holt  
Title: City Manager  
Date signed: 05/24/2021

U.S. Department of the Treasury:

Authorized Representative:  
Title:  
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

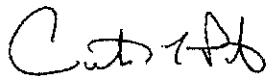
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Wyoming, MI  
Recipient

05/24/2021

Date



Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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

RESOLUTION TO ACCEPT  
THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the 2020 Edward Byrne Memorial Justice Assistance Grant and was awarded \$25,289.00 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City Council for the City of Wyoming held a public hearing on Monday, June 7, 2021 at 7:01 p.m., for the purpose of receiving public comment regarding the use of the 2020 Edward Byrne Memorial Justice Grant Funds for program activities.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant funds in the amount of \$25,289.00.
2. That Police Captain James Maguffee serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance.
3. That Kate Balfourt serve as the Finance Director responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.
4. That the attached budget amendment is approved.

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 June 7, 2021.

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

ATTACHMENTS:

Budget Amendment  
Staff Report

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



## STAFF REPORT

DATE: May 26, 2021

Subject: Public Safety – Edward Byrne Memorial Justice Assistance Grant

From: Cpt. James Maguffee

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended City Council authorize acceptance of the 2020 Federal Byrne Grant award.

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

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that we have need for but have not budgeted. We have participated in this grant for many years. There is no required match and the money allows us to implement technology and deploy equipment not otherwise funded. The City of Wyoming has been awarded \$25,289.00 for the federal fiscal year that began October 2020.

### **DISCUSSION:**

In the fall of 2020, after a spring and summer with significant civil unrest and the disruption of First Amendment activity in our region, we learned it was necessary to upgrade and replenish certain safety gear required to respond to such events. We submitted to the Bureau of Justice Assistance that this year's Byrne dollars be allocated to 13 new protective gas masks for the Tactical Bicycle Team (our primary civil unrest response unit), 90 protective helmets to distribute new and uniform head protection gear to each officer, and 31 packs of protective mask filter cannisters (single use items that have limited shelf life).

### **BUDGET IMPACT:**

There is no negative budget impact to this action.

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

RESOLUTION TO CONCUR WITH ACCEPTANCE OF A DONATION OF A POLICE K-9  
AND TO EXPRESS APPRECIATION TO WEST MICHIGAN K-9 FOR THE DONATION

WHEREAS:

1. As detailed in the attached memorandum, Stephen Parent, owner of West Michigan K-9 (WMK9) contacted the City of Wyoming Department of Public Safety regarding the possibility of WMK9 donating a police dog.
2. Representatives of the Wyoming Department of Public Safety K-9 team met with Mr. Parent and his employees and evaluated and tested Max in several areas related to field work.
3. The K-9 Team further evaluated Max at the City of Wyoming and after conferring with Captain Snyder, brought Max on as the newest member of the Wyoming Police K-9 Unit.
4. The Wyoming Department of Public Safety is extremely grateful to WMK9 and its owner Stephen Parent for the generous donation.
5. It is recommended City Council concur with acceptance of the donation of police K-9 Max, in the estimated value of \$7,500.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with acceptance of the donation of Max, a police K-9, from WMK9.
2. The Wyoming City Council does hereby express appreciation to WMK9 and Stephen Parent for their generous donation of police K-9 Max.

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 June 7, 2021.

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

ATTACHMENT:  
Memorandum

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

Dear City Manager Curtis Holt,

On May 11, 2021 Stephen Parent contacted our department through official channels and spoke to Captain Kip Snyder regarding our K-9 Unit. Stephen had read online that our unit had recently retired K-9 Jett for health reasons and thought he may be able to assist us with our search for a replacement. He explained to Captain Snyder that he was the owner of West Michigan K-9 in West Olive, Michigan and wished to speak with our leadership regarding the possibility of his company potentially donating a police dog to our program. West Michigan K-9 deals in European Police/Protection dogs and offers training and service dogs for sale to both the government and the private sector. Captain Snyder obtained some information about the dog and sent an email to me asking me to investigate this opportunity further. Upon reading the email, I contacted Mr. Parent by telephone to find out more.

My conversation with Mr. Parent was both friendly and informative. Mr. Parent is a United States Army Veteran who started West Michigan K-9 in 2013. He has trained and sold police/ protection dogs to Homeland Security, United States Marines Corps, Department of Defense, local police agencies and the private sector. He has also donated dogs that may not work for one modality but would be perfect for another. These dogs may have not otherwise been placed with a handler/owner. He told me that he currently has a year and a half old German Shepherd named Max that was imported from the UK. He is a Czech dog trained only in apprehension. This type of dog is known as a “green dog,” or untrained, and that has historically been the type of dogs we have purchased for our agency. Max was purchased by a couple who wished to have him as a protection animal but unfortunately, he had too much “drive” for their liking. Max would have had to take frequent flights with the couple as they traveled, and this would not have been good for their property retention. Max has an intense drive, and chewing would have been an issue among other problems he may have encountered being confined for long periods of time. Stephen thought of us and decided to reach out. We agreed to meet at his facility on Thursday May 13th to test Max in relation to the demands of being a police working dog.

My entire K-9 Team arrived at Stephen’s facility and introductions were made. His business was clean and well maintained. He had several employees who were all there to greet us. We met Max right away and he was a social and friendly dog. His hunt and prey drive were intense, and he was tested in several areas related to our field of work. Max passed with high marks. Our team evaluated him in aggression, hunt drive, ball drive, food drive, prey drive and social characteristics.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

All agreed we wished to see Max again and set up a meeting with Stephen in our city to run him on different environmental surfaces, up several sets of steps, and to allow his potential new handler to throw the ball for him on our field. Max again passed with high marks. After conferring with Captain Snyder, we wished to move forward with adopting K-9 Max and offer him a position as the newest member of the Wyoming Police K9 Unit.

The WYDPS is extremely grateful to West Michigan K-9 and its owner Stephen Parent. It is collaboration and networking like this that makes our community a better place to live and work. Without his generosity and dedication, this meeting would have never taken place.

We look forward to K-9 Max becoming an official member of our ranks at the WYDPS and wish his new handler, Ofc. Adam Sherman, the best of luck. We have no doubt K-9 Max will be a successful addition to our team and look forward to the opportunities he will provide to our community. Thank you, West Michigan K-9, and thank you Stephen Parent for your generous donation.

*Note-The estimated value of this donation is \$7500.*

Respectfully Submitted,

K-9 Sergeant Bob Robinson

06/07/2021

RR:jh

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS AGREEMENTS  
WITH WYOMING PUBLIC SCHOOLS (Cohorts K, L-1 and L-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2021 through June 30, 2022 to provide after-school programming at Wyoming Intermediate, Wyoming Junior High, Godwin Heights Middle, West Godwin Elementary and Lee Middle (Cohort K), Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary, and Godfrey-Lee Early Childhood Center (Cohort L-1), and Parkview Elementary and Godfrey Elementary (Cohort L-2).
3. All 21<sup>st</sup> Century Community Learning Centers Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required. The total annual value of these agreements for the City is \$1,280,224.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21<sup>st</sup> Century Community Learning Centers agreements with Wyoming Public Schools, Cohorts K, L-1 and L-2 for the period of July 1, 2021 through June 30, 2022 to provide after-school programming.

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 June 7, 2021.

ATTACHMENTS:  
Staff Report  
Agreements

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

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

## STAFF REPORT

Date: May 29, 2021

Subject: Wyoming Public Schools 21<sup>st</sup> Century Community Learning Centers Grants (TEAM 21)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council approve agreements (3) with the Wyoming Public School District, allowing for the implementation and management of the TEAM 21 after-school and summer program in partnership with Wyoming Public Schools, Godfrey-Lee Public Schools, and Godwin Heights Public Schools. The total annual value of these agreements for the City is \$1,280,224.00.

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

TEAM 21 provides after-school and summer programming in the Wyoming community. Last year, the program served almost 1,500 students. Over 80% of the families in the schools served by this program qualify for free or reduced-cost meals (an indicator of 140% federal poverty or below). The program is free of charge to participants and provides them a safe place to learn and grow during out-of-school hours when they might otherwise be left home alone or unattended in the community.

### **DISCUSSION:**

TEAM 21 program is funded by multiple grants, each authorized within five-year funding cycles. While TEAM 21 is a collaborative program between the City of Wyoming and multiple school districts, Wyoming Public Schools is the grantee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners. For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years a grant for a particular Cohort (beginning July 1, 2021) has been awarded, along with anticipated award end date, the schools funded and the district to which they belong:

Cohort K Grant - 5 Years (ending June 2023)

Wyoming Intermediate (WPS), Wyoming Junior High (WPS), Godwin Heights Middle (GHPS), Lee Middle (GLPS), West Godwin Elementary (GHPS)

Cohort L-1 Grant - 5 Years (ending June 2024)

Gladiola Elementary (WPS), Oriole Park Elementary (WPS), West Elementary (WPS), North Godwin Elementary (GHPS), Godfrey-Lee Early Childhood Center (GLPS)

Cohort L-2 Grant – 5 Years (ending June 2024)  
Parkview Elementary (WPS), Godfrey Elementary (GLPS)

**BUDGET IMPACT:**

Our agreements with Wyoming Public Schools ensure that all our direct expenses related to the operation of the TEAM 21 program are fully reimbursed.

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2021. The FY 2021-2022 budget cannot be amended until it is active, per the Finance Director.

The affected account numbers are:

Cohort K Grant: 208-752-761.12 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-1 Grant: 208-752-761.13 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-2 Grant: 208-752-761.14 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

###

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS AGREEMENT  
(Cohort K)  
JULY 1, 2021 to JUNE 30, 2022**

This Cooperative 21st Century Community Learning Centers (21<sup>st</sup> CCLC) Agreement, is made as of July 1, 2021, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Wyoming Intermediate, Wyoming Junior High, Godwin Heights Middle, West Godwin Elementary and Lee Middle schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21<sup>st</sup> CCLC Grant. City and WPS will maintain all records in the manner required by the 21<sup>st</sup> CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	46,324.00
Salaries – Temporary	347,584.00
FICA	30,136.00
Hospitalization Insurance	36,210.00
Life Insurance	54.00
Pension – Pension	13,940.00
Pension – DC Plan	3,707.00
Pension – Health – DC	2,110.00
Workers Comp. Insurance	11,613.00
CIP & Longevity	25.00
Operating Supplies	11,211.00
Software	192.00
Travel/Training	250.00
Liability Insurance	7,489.00
Other Services	10,292.00
Total	\$521,137.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21<sup>st</sup> CCLC. WPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_, 2021

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

Approved as to form:



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

WYOMING PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2021

By \_\_\_\_\_  
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS AGREEMENT  
(Cohort L-1)  
JULY 1, 2021 to JUNE 30, 2022**

This Cooperative 21st Century Community Learning Centers (21<sup>st</sup> CCLC) Agreement, is made as of July 1, 2021, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary and Godfrey-Lee Early Childhood Center schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21<sup>st</sup> CCLC Grant. City and WPS will maintain all records in the manner required by the 21<sup>st</sup> CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	46,324.00
Salaries – Temporary	372,170.00
FICA	32,018.00
Hospitalization Insurance	32,460.00
Life Insurance	54.00
Pension – Pension	13,940.00
Pension – DC Plan	3,707.00
Pension – Health – DC	2,110.00
Workers Comp. Insurance	12,373.00
CIP & Longevity	25.00
Operating Supplies	8,830.00
Software	192.00
Travel/Training	250.00
Liability Insurance	7,956.00
Other Services	7,120.00
Total	\$539,529.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21<sup>st</sup> CCLC. WPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_, 2021

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

Approved as to form:



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

WYOMING PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2021

By \_\_\_\_\_  
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS AGREEMENT  
(Cohort L-2)  
JULY 1, 2021 to JUNE 30, 2022**

This Cooperative 21st Century Community Learning Centers (21<sup>st</sup> CCLC) Agreement, is made as of July 1, 2021, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Parkview Elementary and Godfrey Elementary schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21<sup>st</sup> CCLC Grant. City and WPS will maintain all records in the manner required by the 21<sup>st</sup> CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	17,648.00
Salaries – Temporary	150,842.00
FICA	12,892.00
Hospitalization Insurance	15,982.00
Life Insurance	21.00
Pension – Pension	5,308.00
Pension – DC Plan	1,413.00
Pension – Health – DC	805.00
Workers Comp. Insurance	4,995.00
CIP & Longevity	11.00
Operating Supplies	3,263.00
Software	73.00
Travel/Training	250.00
Liability Insurance	3,204.00
Other Services	2,851.00
Total	\$219,558.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21<sup>st</sup> CCLC. WPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_, 2021

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

Approved as to form:



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

WYOMING PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2021

By \_\_\_\_\_  
Craig Hoekstra, Superintendent

06/07/2021

Parks/RR

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE OF SERVICE AGREEMENT WITH GODWIN HEIGHTS PUBLIC SCHOOLS FOR ENHANCED SUMMER SCHOOL/TEAM 21 PROGRAMMING

WHEREAS:

1. The City desires to partner with Godwin Heights Public Schools to provide for up to two weeks, or up to 14 days, of additional City TEAM 21 programming during the summer of 2021.
2. These services shall be provided to children at West Godwin Elementary, North Godwin Elementary and Godwin Heights Middle schools, generally beginning July 26, 2021 and ending August 5, 2021.
3. It is recommended City Council authorize the Mayor and City Clerk to enter into the agreement.
4. Elementary and Secondary School Emergency Relief Fund (ESSER) grant funds (received by Godwin Heights Public Schools) will cover all direct costs to the City with no matching funds required. The total cost of this reimbursement agreement is expected to be \$21,614.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into purchase of service agreement with Godwin Heights Public Schools for TEAM 21 services.

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 June 7, 2021.

ATTACHMENTS:  
Staff Report  
Agreement

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

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

## STAFF REPORT

Date: May 29, 2021

Subject: Godwin Heights Public Schools TEAM 21 Extension of Summer Program

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council approve an agreement with the Godwin Heights Public School District, providing for the purchase of services to provide for up to two weeks, or up to 14 days, of additional City TEAM 21 programming. The total cost of this reimbursement agreement is expected to be \$21,614.

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

TEAM 21 provides after-school and summer programming in the Wyoming community. Last year, the program served almost 1,500 students. Over 80% of the families in the schools served by this program qualify for free or reduced-cost meals (an indicator of 140% federal poverty or below). The program is free of charge to participants and provides them a safe place to learn and grow during out-of-school hours when they might otherwise be left home alone or unattended in the community.

### **DISCUSSION:**

In the spirit of cooperation, and a good relationship with Godwin Heights Public Schools (GHPS) and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, GHPS and the City will partner to provide summer school services through the Community Services Department's TEAM 21 program. These services shall be provided to children at West Godwin Elementary, North Godwin Elementary and Godwin Heights Middle schools, generally beginning July 26, 2021 and ending August 5, 2021.

### **BUDGET IMPACT:**

Our agreement with Godwin Heights Public Schools ensures that all our direct expenses related to the operation of the TEAM 21 program are fully reimbursed.

A budget amendment will be processed by the Finance Director and presented to City Council for approval after July 1, 2021. The FY 2021-2022 budget cannot be amended until it is active, per the Finance Director. Because this is a separate agreement from the traditional TEAM 21 collaborative, Finance will need to prepare a new project account. The affected account numbers will be noted in the July budget amendment.

###

**GODWIN HEIGHTS PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
PURCHASE OF SERVICE AGREEMENT FOR ENHANCED SUMMER  
SCHOOL/TEAM 21  
JULY 1, 2021 to AUGUST 31, 2021**

This Purchase of Service Agreement, is made as of July 1, 2021, between Godwin Heights Public Schools (“GHPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both GHPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, GHPS will partner to provide summer school services by purchasing up to two weeks, or up to 14 days, of additional City TEAM 21 services. Such services and/or products (indicated below) shall be provided to children at West Godwin Elementary, North Godwin Elementary and Godwin Heights Middle schools, generally beginning July 26, 2021 and ending August 5, 2021. GHPS will partner with City to provide services/products for students within the agreed amounts. GHPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from GHPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and have responsibility for oversight of its project director, site coordinators, group leaders, and contract instructors. GHPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the GHPS transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the TEAM 21 services performed under this agreement.
6. City will purchase the necessary consumable equipment to operate a successful program.
7. City will provide necessary student, parent, and community activities. GHPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist GHPS in completion of paperwork involved in registering students, attendance, and material purchases related to reporting of information for GHPS compliance to GHPS programmatic funding sources.

9. City will cooperate with GHPS in preparation of all state and federal reports that apply to the Elementary and Secondary School Emergency Relief Fund (ESSER). City and GHPS will maintain all records in the manner required by the ESSER grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by its employees.

11. City will invoice Godwin Heights on a monthly basis in a manner similar to the following format:

Salaries	\$430.00
Salaries – Temporary	\$17,600.00
FICA	\$1,376.00
Hospitalization Insurance	\$668.00
Life Insurance	\$1.00
Pension – Pension	\$140.00
Pension – DC Plan	\$35.00
Pension – Health – DC	\$20.00
Workers Comp. Insurance	\$650.00
CIP & Longevity	-
Operating Supplies	\$150.00
Liability Insurance	\$344.00
Other Services	\$200.00
Total	\$21,614.00

12. GHPS shall provide administrative services to the needs of its district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. GHPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but GHPS may request action be taken. GHPS administrative personnel and City project director will each provide GHPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. GHPS shall be held harmless in all manners, except for GHPS’s gross negligence and willful acts.

15. Termination of this agreement by either GHPS or City requires a sixty-day written notice. Termination may occur at the end of the sixty days.

16. GHPS assumes all responsibility of FUNDING SOURCE obligations and regulatory requirements. Errors, omissions, and/or non-compliance with any and all regulatory requirements of any and all GHPS funding sources, including such determination of ineligible expenses resulting in recapture by the said funding sources, shall not be borne by the City.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_, 2021

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

Approved as to form:



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

GODWIN HEIGHTS PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2021

By \_\_\_\_\_  
William Fetterhoff, Superintendent

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
A CONTRACT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to maintain housing stock through homeowner rehabilitation programs.
2. The 2021-2022 Wyoming Community Development Block Grant Program budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
3. The City desires to invest \$81,653.00 in support of two programs administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities, in its efforts to maintain community housing stock.
3. In the 2021-2022 budget, funds are available for the activity in account 256-400-69222-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$81,653.00.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the contract and all necessary legal documents as may be required.

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 June 7, 2021.

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

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: May 27, 2021

Subject: Home Repair Services Contract – CDBG Funding 2021-2022

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiten, Home Repair Services

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended the City Council enter the attached contract, a value of \$80,228, with Home Repair Services, Inc. in support of minor home repair and access modifications for eligible residents. Funding is provided through the Community Development Block Grant restricted funds for the period of July 2021 through May 2022.

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

Funding shall address blight and public welfare through improved housing and will impact disenfranchised low-moderate income homeowners. Through the improvement of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect.

Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

### **DISCUSSION:**

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2021 through June 30, 2022 on Monday, April 5, 2021. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. Following a Letter of Intent and grant application process, the Wyoming Community Development Committee recommends the grant award to Home Repair Services and that an agreement be executed.

This year's agreement includes two programs, namely Minor Home Repair and an Access Modification program for persons with disabilities.

### **BUDGET IMPACT:**

The contract is in the amount (not to exceed) of \$81,653.00. Sufficient funds are available in the activity account #256-400-69222-956.085.

**SUBRECIPIENT CONTRACT BETWEEN  
CITY OF WYOMING  
AND  
HOME REPAIR SERVICES OF KENT COUNTY, INC.**

This Subrecipient Contract is made as of July 1, 2021 to be effective through May 31, 2022 and by and between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**City**), and Home Repair Services of Kent County, Inc., a Michigan non-profit corporation of 1100 Division Ave S, Grand Rapids, MI 49507 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.

B. Subrecipient's mission includes providing various housing services to low income persons and Subrecipient has worked with City and others to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (Program Objectives) are (i) for the Minor Home Repair Program - to provide small home repairs to single-family owner-occupied households for low/moderate income homeowners, and (ii) for the Access Modification Program - to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses for participants who may be homeowners or renters. City will use the Program Objectives to determine the impact and effectiveness of Subrecipient's services and activities under this Contract.

2. Subrecipient's Services.

A. Subrecipient services for both the Minor Home Repair and Access Modification Programs will include:

1. Subrecipient will accept all requests from eligible persons desiring home repair assistance. Subrecipient will investigate the nature of the assistance desired and needed and take an application for that assistance or place the request on a waiting list. When demands for Minor Home Repair and Access Modification Program exceed Subrecipient's ability to supply the services, Subrecipient will maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next contract year.

2. Priority for the provision of Subrecipient's services will be given to especially vulnerable applicants and especially serious health or safety repairs so that the worst situations and/or cases are served first.

3. Subrecipient will continue its client co-payment policy ensuring a fee is charged to clients for both Minor Home Repair and Access Modification Programs. Subrecipient's board of directors may amend its co-payment policy after written approval from the City's Director of Community Services. When Michigan Department of Health and Human Services (**MDHHS**) State Emergency Relief (**SER**) funds are combined with CDBG funds, SER funds are not considered program income.

4. If Subrecipient encounters critically needed repairs that would exceed the annual limits of the Minor Home Repair and Access Modification Programs, Subrecipient will refer those situations to other repair/rehab programs including, but not limited to, other Subrecipient and/or City programs and the inspection reports and cost analysis information developed by the Minor Home Repair and Access Modification Programs will be provided to those programs. When Subrecipient encounters conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, Subrecipient may engage a licensed subcontractor to provide the small home repair, provided total costs do not exceed the annual maximum per location established in this Contract.

5. Subrecipient or its designee will verify applicant eligibility using the criteria in this Contract. Income guidelines for Minor Repair and Access Modification programs shall be 50% of applicable HUD area median income (**AMI**) or, upon discretion of the Subrecipient's Executive Director, up to 80% AMI.

6. Subrecipient and any of its officers, employees, volunteers, contractors or other agents (**Subrecipient's personnel**) providing services under this contract will be properly licensed to provide those services in Michigan. If any of those services require any permits, Subrecipient or its agents will

obtain them. Permit fees are eligible repair costs.

7. Subrecipient will coordinate its activities with existing CDBG-funded organizations providing services within Subrecipient's area of Contract activities.

8. Subrecipient will maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.

9. Subrecipient may provide up to 22 hours of on-the-job training in these Minor Home Repair and Access Modification Programs for its employees and those hours will not be charged against a homeowner's annual maximum.

B. In addition to what is provided in subsection A, Subrecipient services for the Minor Home Repair will include:

1. Subrecipient will provide minor repair services, including labor and materials of subcontracted repairs, to homes of low/moderate income homeowners. **Minor home repairs** are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. Subrecipient will make the minimal necessary repair(s) to correct the problem. Home improvement is not included within minor home repairs and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the client to assure client satisfaction. Subrecipient's repairs will not necessarily bring the condition of a dwelling up to applicable building or housing code standards.

2. Subrecipient will provide services in homes of eligible owner-occupants up to a maximum of \$6,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of Subrecipient's Executive Director, providing funds are available.

3. Labor costs applied toward the dollar limit per location will include only time at the work site, required worker breaks, traveling to and from the job site, working in the shop, buying materials and completing appropriate paperwork. The unit of service for this Contract will be a "**service hour**" which is defined as all the above plus site inspections and on-the-job training.

4. Before beginning work in any home, Subrecipient will (i) review with each client receiving service which minor home repairs are most desirable for their home and (ii) confirm the client's choice of services prior to beginning the repair work. Subrecipient will also make a reasonable effort to secure the client's signature on the service agreement upon satisfactory completion of the work.

5. All co-payments made under this Contract will be program income. Program income shall be returned to the City on a monthly basis.

6. Subrecipient will not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

C. In addition to what is provided in subsection A, Subrecipient services for the Access Modification Program will include:

1. The Access Modification Program will improve the homes of persons with significant mobility impairments to improve their accessibility and may include but not be restricted to constructing and/or installing a ramp, doorway widening, handrails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a City-approved, qualified organization and only improvements listed on that survey shall be provided. Access modifications are limited to \$6,000.00 per location. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by Subrecipient's Executive Director in accordance with Subrecipient's rules governing such situations.

2. Before beginning work in any home, Subrecipient will (i) review with each participant receiving service which modifications are to be performed and (ii) confirm the participant's choice to proceed with the program prior to beginning the modifications. Subrecipient will also make a reasonable effort to secure the client's signature on the service agreement upon satisfactory completion of the work.

3. The Subrecipient will provide labor and subcontracted work for access modifications to be spread among low/moderate income households.

4. This program will be available both to rental units as well as owner occupied units. For rental units,

the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.

5. Only those access modifications that are physically attached to the structure will be provided by this program.

6. Wheelchair ramps or other exterior modifications may be provided anywhere in the City but shall not be constructed on a home 50 or more years old without approval of the Michigan State Historic Preservation Office.

7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.

8. All co-payments made under this Contract will be program income. Program income will be returned to City on a monthly basis.

3. Repair Records and Warranties.

A. Under both programs, Subrecipient's files will include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show the homeowner's approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.

B. Subrecipient will provide in writing to each recipient of services under this Contract a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Opening of plugged drains, roof repairs, and patching concrete steps are excluded from this warranty. Subrecipient will maintain these records for e years.

4. Loss of Client Eligibility.

A. Subrecipient may withhold services for 1-year and demand full restitution from any client who has defrauded the program. Subrecipient will provide City a detailed written description of each such case.

B. Subrecipient may deny all services to a client who has been physically or verbally threatening to Subrecipient's personnel. Subrecipient will provide City a detailed written description of each such case.

C. A client who refuses to sign a service agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty will be directed to Subrecipient's complaint policy.

D. Subrecipient may, after City's review and approval, either double the normal co-payment or refuse to perform services at locations showing serious neglect or intentional damage or abuse of a home.

5. Houses for Sale/Rental Units.

A. The Subrecipient will not provide services to homes listed for sale.

B. Only 1-4-unit residential dwellings are eligible. In a dwelling with more than one unit, one of the units must be occupied by the participant.

C. Minor Home Repair will not be provided to the rental portions of owner-occupied multi-family houses unless:

1. The rental unit is occupied by a relative within and up to the second degree of consanguinity.

2. Household income of the rental unit combined with the owner's household income falls within the income guidelines.

D. Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

6. Cost Overruns. Subrecipient has a limited ability to pay unanticipated costs. The dollar limit per location for repairs is established to help Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. Subrecipient will annually submit to City an annual report detailing the overruns of both programs.

7. Respect and Nondiscrimination. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:

A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan (a portion of City's nondiscrimination policy accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in Subrecipient's ineligibility to bid on or enter future City contracts.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. Subrecipient must include provisions of paragraphs 1 through 4 in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

#### 8. Records, Reports, and Information.

A. In addition to other records required by this Contract, Subrecipient will create and maintain the following records:

1. Job cost reports that include a telephone (or cell) number and other identification of the homeowner and the number, and cost of units of labor and total cost of materials, labor, and subcontractors. Subrecipient shall identify all job cost report forms to assist in sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file.

2. Subrecipient must maintain inventory and financial records sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.

3. Unless City otherwise approves in writing, Subrecipient will maintain all records related to this Contract, including financial records and accounts, for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

B. Subrecipient will prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Subrecipient's financial records and reports will conform to the regulations

found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Community Services Director for City's review Subrecipient's "administrative practices and policies." The administrative practices and policies will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

D. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2022, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

1. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

2. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

E. City, as a pass-through entity for Federal awards, is providing the following CFDA information to Subrecipient to be used for their single audit and any reporting to the federal government required by a non-profit organization:

Subrecipient Name – Home Repair Services of Kent County, Inc.

Subrecipient's Unique Entity Identifier – DUNS 02104-2841

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021-May 31, 2022

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – **\$81,653.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$81,653.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$81,653.00**

Federal Award Project Description – Rehabilitation-Home Repair Services: Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban

Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

F. Only \$25,000 of the \$81,653.00 is available beginning July 1, 2021. The remaining amount will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

G. Subrecipient will make an appropriate effort to acknowledge City as a provider of funding in the Subrecipient's promotional and educational materials.

9. Certifications. Subrecipient must comply with the requirements and standards in 2 CFR 200.415 addressing certifications required to be included as a part of and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. "I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

SECTION 12 - HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW-INCOME PERSONS:

10. HUD §3 Training and Employment of Low- and Very-Low-Income Persons.

A. Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u and 24 CFR 135 by which HUD implements that statutory provision (collectively, **HUD §3**), requires that employment and training opportunities generated by HUD-funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of AMI) and are located in the metropolitan area and to businesses that are owned by HUD §3 residents (51% or more) or that employ HUD §3 residents (at least 30% of their work force) or that subcontract work with HUD §3 businesses (25% or more of their subcontracts).

B. The work to be performed under this contract is subject to the requirements of HUD §3. The purpose of HUD §3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD §3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

C. The parties will comply with HUD §3. As evidenced by this Contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with HUD §3.

D. Subrecipient will notify in writing each labor organization or representative of workers with which Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Subrecipient's commitments under this section, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the HUD §3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

F. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (i) after the Subrecipient is selected but before the contract is executed, and (ii) with persons other than those to whom HUD §3 requires employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under HUD §3.

G. Noncompliance with HUD §3 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11. Time of Performance. On July 1, 2021, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on May 31, 2022, unless otherwise terminated pursuant to the terms of this

Contract.

12. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$81,653.00** from City's CDBG funds for the two programs.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$81,653.00** from City's CDBG funds.

C. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

D. Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between City and Subrecipient, with the final monthly invoice due by June 25, 2022.

13. Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.

14. Financial Transparency. The parties agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by the way of this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its Home Repair and Access Modification programs. That disclosure will be posted on Subrecipient's website during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.

15. Finance Procedures.

A. Regardless of any other provision of this Contract, upon notice to Subrecipient, City, in its sole discretion, has authority to suspend, reduce, or disallow any payment(s) of funds to Subrecipient when Subrecipient's internal fiscal controls and records are changed without City's written approval, or when, in City's opinion, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

B. Any unearned payments under this Contract may be suspended by City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

C. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

16. Donations and Fees. Donations and fees received by Subrecipient in connection with provision of services with this Contract shall be included in Subrecipient's monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

17. Contract Modifications. From time to time, City may expand, diminish, or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which Subrecipient is required to perform pursuant to this Contract if those modifications are mutually agreed upon by City and Subrecipient, and incorporated in signed, written amendments to this Contract after City's approval.

18. Subrecipient's Failure to Perform. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

A. City, in its sole discretion, will determine whether the work is satisfactorily completed.

B. If City determines the work or services provided under this Contract has not been performed in a timely or satisfactory manner, City shall notify Subrecipient and allow Subrecipient 10 days to cure that failure to perform.

C. If Subrecipient fails to cure as provided in subsection B, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in payments to Subrecipient.

D. If Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, City may, in its sole discretion, reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

E. If Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if Subrecipient violates any of the covenants, agreements, or stipulations of this Contract,

City, in its sole discretion and without notice, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided by this Contract.

F. If this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to this Contract, will be City's property.
2. Subrecipient will receive just and equitable compensation for any work Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 18.F.3.b below.
3. Nothing in this Contract shall:
  - a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
  - b. Relieve Subrecipient of any liability to City for damages City sustained as a result of any Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient, until such time as an exact amount of damages sustained by City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

#### 19. Audits and Inspections.

A. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, Subrecipient shall:

1. Make available to City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
3. Allow City's designated representatives to review such documents that are considered as backup to the operation of Subrecipient, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide City an audit meeting the requirements of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A Single Audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to City within 180 days after the end of its fiscal year. If a Single Audit is not required, Subrecipient must submit to City a letter of confirmation attesting to this effect within 180 days after the end of Subrecipient's fiscal year.

E. Subrecipient must furnish the amounts reported on Subrecipient's Schedule of Expenditures of Federal Awards (**SEFA**) to City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

20. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

21. Assignment, Transfer of Interest, Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or obligation under this Contract without City's prior written consent. However, claims for money due or to become due to Subrecipient from City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent if Subrecipient promptly notifies City of any such assignment or transfer.

22. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the United States Congress, Michigan Legislature, or City Council.

23. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section of include City's officers, employees, and other agents) from, indemnify City for, and defend City against all claims, demands, judgments, awards, lawsuits, arbitration or mediations, payments, liability or other amounts City is required or alleged to be obligated to pay due to any actions of Subrecipient or Subrecipient's personnel under or related to this Contract or due to any failure of Subrecipient to comply with any provision of this Contract. Insurance coverage specified in this Contract constitutes the minimum requirements and compliance with the insurance requirements will in no way lessen or limit Subrecipients obligations or liability under this provision or other parts of this Contract. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgement, may be necessary for its proper protection in performing its obligations under this Contract. Subrecipient's obligations under this provision will continue even after expiration or termination of this Contract.

B. Subrecipient must, for the term of this Contract, carry the following insurance and before beginning any work, provide to the City proof of said insurance:

1. Commercial General Liability coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place. Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

General Aggregate - \$2,000,000 per occurrence

Products/Completed Operations - \$2,000,000 per occurrence

2. Automobile liability coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place. Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability with statutory limits - \$500,000 per occurrence.

4. The following language must be included on the Certificate of Liability Insurance and endorsements must be provided for the additional insured policy compliance: "The following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: City of Wyoming including all elected and appointed officers, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

5. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

24. Legal Compliance. In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

25. Severability. If any clauses, sections, provisions or parts of this Contract are held invalid, the remainder of this Contract shall not be affected.

26. Notices. Unless otherwise specified in this Contract, all notices required under this Contract must be in writing and addressed to the parties at the addresses first written about. Notice will be made when received so the parties should hand deliver, deliver by a courier such as FedEx or UPS, or get an acknowledged receipt by USPS certified mail. Notice by e-mail, the receipt of which is confirmed by the recipient shall also meet the notice requirement.

27. Waiver. The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached will not be a waiver of that provision nor any other provision of this Contract.

28. Confidentiality. All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state requirements governing their disclosure or confidentiality and the parties shall each comply with those requirements.

29. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates is Community Services Department and its Director of Community Services as the offices and officers with authority and responsibility for administering this Contract.

30. Federal Administrative Requirements. This section lists certain administrative under the CDBG program Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

31. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

32. Assets Reversion. When this Contract ends, Subrecipient must transfer to City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

33. Debarred or Ineligible Contractors. Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

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

**CITY OF WYOMING**

**HOME REPAIR SERVICES OF KENT COUNTY, INC.**

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


By: \_\_\_\_\_  
Jim Compere, Chairperson

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

By: \_\_\_\_\_  
Joel Ruitter, Executive Director

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

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

Approved as to form:   
\_\_\_\_\_  
Scott G. Smith, City Attorney

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
AGREEMENT WITH FAMILY PROMISE OF GRAND RAPIDS

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the numbers of people and families experiencing homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to reduce the number of people and families experiencing homelessness and the need for affordable housing.
3. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low and moderate income families moving out of homelessness and into stabilized housing with short-term rental assistance, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.
4. In its 2021-2022 budget, the City of Wyoming has approved funding Family Promise of Grand Rapids in the amount of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and Family Promise of Grand Rapids.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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 June 7, 2021.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: May 10, 2021

Subject: Family Promise of Grand Rapids 2021-2022 Community Development Block Grant Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Cheryl Schuch, Executive Director, Family Promise of Grand Rapids

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended the City of Wyoming enter into an agreement with Family Promise of Grand Rapids related to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance in the amount of \$30,000 and Re-Housing Stabilization Assistance in the amount of \$20,000, as a means to prevent homelessness and provide decent affordable housing. The agreement is effective July 1, 2021.

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

Family Promise of Grand Rapids supports the administration of various activities intended to alleviate and reduce the prevalence of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low and moderate income families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

### **DISCUSSION:**

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Annual Action Plan 2021-2022, which identifies these needs as a high priority, and approved in the 2021-2022 budget \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

### **BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has approved funding in the 2021-2022 CDBG budget.

The budget accounts are:

256-400-69222-956.311 Other Services Family Promise Rehousing

256-400-69222-956.312 Other Services Family Promise Stabilization

ATTACHMENTS:

Resolution

Agreement

**SUBRECIPIENT CONTRACT BETWEEN  
CITY OF WYOMING  
AND  
FAMILY PROMISE OF GRAND RAPIDS**

This Subrecipient Contract is made as of June \_\_\_\_\_, 2021 to be effective from July 1, 2021 through June 30, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509-0905 (**City**), and **Family Promise of Grand Rapids**, a Michigan nonprofit corporation of 516 Cherry Street, SE, Grand Rapids Michigan, 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low and moderate income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

Terms and Conditions

Now, therefore, the parties agree:

1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide:

- A. Re-Housing Financial Assistance for low- and moderate- income Wyoming families moving out of homelessness and into stabilized housing, for the purpose of preventing homelessness and providing decent affordable housing.
- B. Re-Housing Stabilization Services for low- and moderate- income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- A. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low- and moderate-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of \$5,000.00 per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed \$30,000.00.
- B. Re-Housing Stabilization Services: The Subrecipient will use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low- and moderate-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of

\$2,000.00 per household may be provided for these services for up to nine months, with the total amount expended not to exceed \$20,000.00.

C. The Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.

D. The Subrecipient will invoice separately and collect from the City a maximum total of \$30,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of \$20,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.

E. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2021, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2022.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$30,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and \$20,000.00 from July 1, 2021 to June 30, 2022, based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend funds on a monthly reimbursable basis, or as mutually agreed in writing between City's Director of Community Services and Subrecipient's Executive Director, but not less than quarterly.

2. Consistent with City's fiscal year, the Subrecipient must submit its June 2022 invoice not later than July 15, 2022, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2021 through June 30, 2022. Final invoices for reimbursement for the completed contract period ending June 30, 2022, must be submitted to City with all necessary supporting documentation not later than July 15, 2022.

3. If Subrecipient incurs no expenses for the fiscal year reporting period ending July 30, 2022, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.

4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2022 by July 15, 2022 will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of its rental assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or

incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 15, 2022.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2022 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient's Unique Entity Identifier – DUNS 965232981

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021 - June 30, 2022

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Federal Award Project Description –

Re-Housing Financial Assistance, administered by Family Promise of Grand Rapids: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Re-Housing Stabilization Services, administered by Family Promise of Grand Rapids: Wyoming low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a 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, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of

policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence  
Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence  
Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.
4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

- C. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis-Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and

state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

**CITY OF WYOMING**

**FAMILY PROMISE OF GRAND RAPIDS**

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

By: \_\_\_\_\_  
Cheryl Schuch, Chief Executive Officer

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

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

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

Approved as to form:



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

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
AGREEMENT BETWEEN THE CITY OF WYOMING AND THE SALVATION ARMY  
SOCIAL SERVICES OF KENT COUNTY

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the numbers of people and families experiencing homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to reduce the number of people and families experiencing homelessness and to address the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide low and moderate income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. In its 2021-2022 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$20,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and The Salvation Army Social Services of Kent County.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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 June 7, 2021.

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

ATTACHMENTS:

Staff Report  
Contract

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

## **STAFF REPORT**

Date: May 26, 2021

Subject: The Salvation Army Social Services of Kent County 2020-2021 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Pilar Dunning, Executive Director - The Salvation Army Social Services

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended the City of Wyoming enter into an agreement with The Salvation Army Social Services of Kent County related to Community Development Block Grant (CDBG) funding of short-term rental assistance as a means to prevent homelessness and provide decent affordable housing.

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

The Salvation Army Social Services of Kent County supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide homeless prevention assistance for low and moderate income families living in the City of Wyoming to allow households to remain in their rental unit and maintain housing stability.

### **DISCUSSION:**

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2021-2022, which identifies these needs as a high priority, and approved \$20,000 in the 2021-2022 budget to support The Salvation Army Social Services of Kent County.

The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low and moderate income Wyoming families pending eviction, or a reasonable risk of being evicted, with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

**BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2021-2022 CDBG budget, not to exceed \$20,000, for this purpose.

The budget account number is: 256-400-69222-956.308.

**ATTACHMENTS:**

Resolution  
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING  
AND  
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY  
JULY 1, 2021 THROUGH JUNE 30, 2022**

This Subrecipient Contract is made as of June \_\_\_\_\_, 2021 to be effective from July 1, 2021 through June 30, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509-0905 (City), and Kent County Salvation Army, a Michigan nonprofit corporation of 1215 E. Fulton St., Grand Rapids Michigan, 49503 (Subrecipient).

RECITALS

- A. City is a subrecipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide homeless prevention assistance for low and moderate income persons or families living in the city of Wyoming to allow households to remain in their rental unit and maintain housing stability.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low and moderate income persons or families residing in the City of Wyoming at risk of housing loss through a pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction, with short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
  - A. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction, including eviction from emergency shelter hotel stay, with short-term rental assistance. A maximum of \$2,000.00 per household may be provided for short-term rental assistance for not more than three (3) consecutive months, with the total amount expended not to exceed \$20,000.00.
  - B. The Subrecipient shall determine eligible households to be low income at or below 50% of the Area Median Income (AMI) or moderate income between 50% and 80% of AMI and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities,

determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.

C. The Subrecipient will invoice and collect from the City a maximum total of \$20,000.00 to be used to reimburse the Subrecipient the cost of providing short-term rental assistance, including rental assistance for emergency shelter in hotels, to low and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction.

D. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2021, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2022.

4. Compensation and Method of Payment.

A. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of \$20,000.00 in accordance with the following schedule:

1. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.

2. Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 14, 2022.

3. If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2022, which shall be limited to 14 days (July 14, 2022).

4. Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2022 by July 14, 2022 shall result in loss of funding for said expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of \$20,000.00.

5. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of its short-term rental assistance program. Such disclosure shall be posted on the Subrecipient's website during the terms of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding. The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 29.

7. Finance Procedures. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are

changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

A. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

B. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees. Donations and fees which are received by the Subrecipient in connection with provision of services under this Contract shall be included in its financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

9. Contract Modifications. The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

A. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 15, 2022.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2022 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Salvation Army Social Services of Kent County

Subrecipient's Unique Entity Identifier – DUNS 12562-4804

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021-June 30, 2022

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$20,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$20,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$20,000.00

Federal Award Project Description – Subsistence Payments, administered by The Salvation Army Social Services: Wyoming low and moderate income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a 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, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from

the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of

insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence  
Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence  
Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.
4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

B. Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination

Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at [www.wyomingmi.gov](http://www.wyomingmi.gov).

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis-Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

**CITY OF WYOMING,**

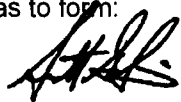
**THE SALVATION ARMY OF KENT COUNTY,**  
a not-for-profit corporation

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

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

By: \_\_\_\_\_  
Bramwell Higgins, Secretary      Date  
The Salvation Army Central Territory

Approved as to form:



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

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
AGREEMENT WITH THE INNER CITY CHRISTIAN FEDERATION

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to the Inner City Christian Federation to provide Re-Housing Financial Assistance for low-income families move out of homelessness and into stabilized housing by providing them with short-term rental assistance.
4. In its 2021-2022 budget, the City of Wyoming has approved funding the Inner City Christian Federation in an amount not to exceed \$10,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and the Inner City Christian Federation.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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 June 7, 2021.

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

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: April 15, 2021

Subject: Inner City Christian Federation 2021-2022 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Ryan VerWys, President & CEO, Inner City Christian Federation

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2021-2022 budget process of the City Council, it is recommended the City Council enter into the attached contract with the Inner City Christian Federation in an amount not to exceed of \$10,000.

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

The City has identified as a high priority in the 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families moving out of homelessness and into stabilized housing helps to address these priorities.

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments.

The Inner City Christian Federation shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low-income Wyoming families move out of homelessness by providing them with short-term rental assistance. These funds assist families by providing stabilized housing.

### **DISCUSSION:**

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized CDBG funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Annual Action Plan 2021-2022, which identifies these needs as a high priority, and approved \$10,000 in the 2021-2022 budget to support the Inner City Christian Federation.

**BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between the Inner City Christian Federation for these purposes. The City Council has approved funding in the 2021-2022 CDBG budget in an amount not to exceed \$10,000, for this purpose.

The budget account number is: 256-400-69222-956.310

**ATTACHMENTS:**

Resolution  
Agreement

**SUBRECIPIENT CONTRACT BETWEEN  
CITY OF WYOMING  
AND  
INNER CITY CHRISTIAN FEDERATION**

This Subrecipient Contract is made as of June \_\_\_\_\_, 2021 to be effective from July 1, 2021 through June 30, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509-0905 (**City**), and Inner City Christian Federation (ICCF), a Michigan nonprofit corporation of 415 Franklin St. SE, Grand Rapids, MI 49507(**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low and moderate income Wyoming families moving out of homelessness and into stabilized housing.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide Re-Housing Financial Assistance to low-income Wyoming families who are moving out of homelessness and into stabilized housing with short-term rental assistance, for the purpose of preventing homelessness and providing decent affordable housing.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
  - A. The Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
  - B. The Subrecipient will invoice separately and collect from the City a maximum total of \$10,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance.
  - C. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.
- 3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2021, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2022.

#### 4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$10,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend funds on a monthly reimbursable basis, or as mutually agreed in writing between City's Director of Community Services and Subrecipient's Executive Director, but not less than quarterly.
2. Consistent with City's fiscal year, the Subrecipient must submit its June 2022 invoice not later than July 14, 2022, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2021 through June 30, 2022. Final invoices for reimbursement for the completed contract period ending June 30, 2022, must be submitted to City with all necessary supporting documentation not later than July 14, 2022.
3. If Subrecipient incurs no expenses for the fiscal year reporting period ending July 30, 2022, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.
4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2022 by July 14, 2022 will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$10,000 for Re-Housing Financial Assistance.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of its rental assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.
2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.
3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:
  - a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and
  - b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.
2. Nothing in this Contract:
  - a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or
  - b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.
3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2022.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2022 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Inner City Christian Federation

Subrecipient's Unique Entity Identifier – DUNS 09294-7068

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021-June 30, 2022

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$10,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$10,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$10,000.00

Federal Award Project Description – Re-Housing Financial Assistance, administered by the Inner City Christian Federation: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental

assistance for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

#### Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the

purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient’s employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a 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, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City’s prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City’s officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient’s services under this Contract or other acts or omissions of Subrecipient or Subrecipient’s directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City’s stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient’s services under this Contract or other acts or omissions of Subrecipient or Subrecipient’s directors, officers, employees, or agents.

C. Subrecipient’s obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient’s directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds

and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear. Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at [www.wyomingmi.gov](http://www.wyomingmi.gov).

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this

provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

**CITY OF WYOMING**

**INNER CITY CHRISTIAN FEDERATION**

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

By: \_\_\_\_\_  
Ryan VerWys, President & CEO

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

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

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

By: \_\_\_\_\_  
Johana Rodriguez, Board Chair

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

Approved as to form:



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

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

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR  
FISCAL YEAR 2021-2022

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City by entering into an agreement with the Fair Housing Center of West Michigan to perform specific investigative, enforcement, and educational services in these regards.
2. The Fair Housing Center of West Michigan shall provide complaint assistance and investigation to obtain evidence of discriminatory housing practices and initiate appropriate enforcement action where such evidence exists.
3. The Fair Housing Center, in partnership with The Diatribe, will conduct a community outreach program to educate the public, including but not limited to children, concerning fair housing.
4. The Wyoming City Council has approved the 2021-2022 budget, which includes this service.
5. Funds shall be available in Account No. 256-400-69222-956.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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 June 7, 2021.

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

ATTACHMENTS:

Staff Report

Fair Housing Agreement

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

## STAFF REPORT

Date: May 26, 2021

Subject: Fair Housing Center – CDBG Funding Agreement FY 2021-2022

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: June 7, 2020

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### **RECOMMENDATION:**

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2021-2022 budget process of the City Council, it is recommended the City Council enter into the attached contract with the Fair Housing Center of West Michigan in an amount not to exceed of \$12,100.

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

Funding shall work to ensure a variety of housing options are available throughout the community to residents and potential residents regardless of race, disability, familial status and any other protected class.

By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

### **DISCUSSION:**

The Wyoming City Council approved the Wyoming Annual Action Plan July 1, 2021 through June 30, 2022 on Monday, April 5, 2021. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes complaint assistance and investigation to obtain evidence of discriminatory housing practices and initiate appropriate enforcement action where such evidence exists. Additionally, the Fair Housing Center, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of Wyoming entitled "Writing to Right Wrongs". The curricula for this program

will be interactive and will be social-justice and fair-housing themed for the purpose of enriching students and their families' understanding of civil rights, while cultivating their creative writing and public speaking skills.

The City of Wyoming has maintained a long-standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

**BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between Fair Housing Center of West Michigan for these purposes, and the City Council has approved funding in the 2021-2022 CDBG budget. The contract is in the amount (not to exceed) \$12,100.00. Sufficient funds are available in the activity account #256-400-69222-956.035.

**CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
THE FAIR HOUSING CENTER OF WEST MICHIGAN  
JULY 1, 2021 THROUGH JUNE 30, 2022**

This Subrecipient Contract is made as of June \_\_\_\_\_, 2021, to be effective from July 1, 2021 through June 30, 2022 between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street, SW, Wyoming, Michigan, 49509-0905 (**City**), and the Fair Housing Center of West Michigan, a Michigan non-profit corporation, of 20 Hall Street SE, Grand Rapids, Michigan, 49507 (**Subrecipient**).

RECITALS

City wishes to promote and ensure that fair housing is available in HUD-designated low- and moderate-income (LMI) areas throughout the City. The Subrecipient was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Subrecipient will assist the City in promoting fair housing.

Terms and Conditions

Now, therefore, the parties agree:

1. Scope of Services. To accomplish the project objective defined in the Recitals section above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

A. Complaint Assistance/Investigation: The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within HUD-designated LMI areas throughout the City which the Subrecipient may receive, from any source, during the term of this Agreement.

1. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

2. The Subrecipient shall prioritize complaint-based investigations. Following the first quarter, the Subrecipient may implement non-complaint-based tests, systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity. The maximum number of systemic investigations shall be limited to three (3) during the term of this agreement. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more actions pursuant to this section, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

3. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$7,500.00 for complaint assistance/investigation/determination services.

B. Outreach and Education. The Subrecipient will conduct a community outreach program to educate the general public, including but not limited to children, concerning fair housing. These services cannot exceed \$4,600.00.

1. The Subrecipient, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of Wyoming entitled "Writing to Right Wrongs". The curricula for this program will be interactive and will be social-justice and fair-housing

themed for the purpose of enriching students and their families' understanding of civil rights, while cultivating their creative writing and public speaking skills. The curricula will include the following:

- a. Fair Housing and Civil Rights training sessions
- b. Community exploration of local neighborhood dynamics
- c. Interactive presentations and live slam poetry performances to measure comprehension and growth.
- d. Interactive partnership with students and their families

2. Outreach and educational activities shall be prioritized in the investment of The Diatribe in-school educational program as described in B. 1 above. If, for whatever reason, The Diatribe program is unable to be offered in whole or in part, general public outreach and education activities are allowable with the advance approval of the City.

3. All outreach and educational activities accomplished shall be documented in the mid and final reports.

4. The Subrecipient shall acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

2. Time of Performance. The activities described in this Agreement are to begin on July 1, 2021 and are to be completed no later than June 30, 2022. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.

3. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this contract, up to \$12,100.00 for actual and reasonable expenses earned through June 30, 2022, with the final quarter payment request due by July 14, 2022. The Subrecipient shall submit itemized payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:

1. Up to Seven Thousand Five Hundred dollars (\$7,500.00) for complaint assistance/investigation services as described herein.
2. Up to Four Thousand, Six Hundred (\$4,600.00) for speaker fees and training materials, education and outreach, as described herein.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$12,100 for fair housing activities as described in the scope of services.

4. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it has received funding from the City of Wyoming Community Development Block Grant Fund in support of fair housing. That disclosure shall be posted on the Subrecipient's website during the term of this agreement.

5. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 28.

6. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

7. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

8. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

9. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of six (6) years after receipt of final payment under this Contract.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City, and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 14, 2022:

1. An annual performance report, period ending June 30, 2022, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

2. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Subrecipient agrees to submit special reports when requested.

12. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient's Unique Entity Identifier – DUNS 19440-5478

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021-June 30, 2022

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$12,100.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$12,100.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$12,100.00

Federal Award Project Description – Fair Housing Services: Wyoming residents have access to fair housing complaint assistance/investigation and outreach/education services for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

13. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

14. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

15. Audits and Inspections.

A. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:

1. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
2. Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract.
3. Allow the City or its designated representatives to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.

B. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit report meeting the requirements of the regulations found at OMB 2 CFR 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.

D. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eight (180) days after the end of its fiscal year.

16. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

17. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a 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, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

18. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

19. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

20. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

21. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

22. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

23. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

24. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

25. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at [www.wyomingmi.gov](http://www.wyomingmi.gov).

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States

Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

26. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

27. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

28. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

29. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

30. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

31. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

32. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

**CITY OF WYOMING**

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

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

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

Approved as to form:



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

**FAIR HOUSING CENTER**

By: \_\_\_\_\_  
Doretha Ardoin, President  
Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Nancy L. Haynes, Executive Director  
Date signed: \_\_\_\_\_, 2021

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

RESOLUTION TO APPROVE REVISED OVERALL DEVELOPMENT PLAN  
FOR METRO HEALTH VILLAGE DISTRICT A

WHEREAS:

1. The city requested that developers of the Metro Health Campus, namely the Granger Group (a/k/a, The Granger Group, The Granger of Companies, Granger Group of Companies, L.L.C., Granger Group, LLC, Metro Health Village, LLC, MHV Land, LLC, etc.) and UM Metro Health (f/k/a Metropolitan Hospital), work together to submit a revised Overall Development Plan for the Metro Health campus.
2. 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.
3. A revised Overall Development Plan for District A was submitted to the city and reviewed at the April 2021 and May 2021 Planning Commission meetings.
4. The Wyoming Planning Commission has recommended acceptance of the revised Overall Development Plan for District A (rev. 5/05/2021) with the following conditions:
  - a. That Section 90-412C and Section 40-914C text amendments be approved by City Council. If these text amendments are not approved, sections of the ODP related to these sections (requested deviations for building heights, setbacks, and multi-family restrictions removed) will not be approved as part of this amended ODP.
  - b. Specific to Unit 11:
    - i. Metro Health seeing and approving the plans for the surface parking.
    - ii. Granger Group obtaining Metro Health Village Architectural Review Board approval (and fulfilling conditions of approval), and complying with all other requirements if the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
    - iii. Unit 11 reverting to District B in the future based on a conditional approval. If proposed surface parking does not commence (with actual construction completed) within one year of City of Wyoming's approval of the proposed change to move Unit 11 to District A, the property must automatically revert back to District B. In other words, the approval moving Unit 11 to District B must be conditional.
    - iv. Unit 11 must be for single level surface parking, and for parking only. No other development, buildings, or improvements can be located on this site other than medical uses that Metro and Granger will determine in the future, that are also in compliance with the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
    - v. Unit 11 must allow for free hospital parking and not be limited to permit only parking.
    - vi. Unit 11 must not at any time have a parking garage structure as Metro Health is concerned with visibility for patients seeking medical care.
    - vii. District B setbacks will be followed for Unit 11 when moved to District A.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Overall Development Plan for Metro Health District A dated May 5, 2021, is approved subject to the following conditions:
  - A. That Section 90-412C and Section 40-914C text amendments be approved by City Council. If these text amendments are not approved, sections of the ODP related to these sections (requested deviations for building heights, setbacks, and multi-family restrictions removed) will not be approved as part of this amended ODP.
  - B. Specific to Unit 11:
    - (i) Metro Health seeing and approving the plans for the surface parking.
    - (ii) Granger Group obtaining Metro Health Village Architectural Review Board approval (and fulfilling conditions of approval), and complying with all other requirements if the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
    - (iii) Unit 11 reverting to District B in the future based on a conditional approval. If proposed surface parking does not commence (with actual construction completed) within one year of City of Wyoming's approval of the proposed change to move Unit 11 to District A, the property must automatically revert back to District B. In other words, the approval moving Unit 11 to District B must be conditional.
    - (iv) Unit 11 must be for single level surface parking, and for parking only. No other development, buildings, or improvements can be located on this site other than medical uses that Metro and Granger will determine in the future, that are also in compliance with the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
    - (v) Unit 11 must allow for free hospital parking and not be limited to permit only parking.
    - (vi) Unit 11 must not at any time have a parking garage structure as Metro Health is concerned with visibility for patients seeking medical care.
    - (vii) District B setbacks will be followed for Unit 11 when moved to District A.

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 June 7, 2021.

---

Kelli A. VandenBerg, Wyoming City Clerk

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

June 2, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Overall Development Plan (ODP) for Metro Health Village District A

Recommendation: To approve the subject ODP 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 Hegyi, supported by Arnoys, to grant the District A ODP request with conditions and recommend the same to City Council. The motion passed unanimously. The project reappeared on the May 18, 2021 agenda with minor revisions to the District A mapping and the use tables. A motion was made by Arnoys, supported by Hegyi, to grant the revised ODP request with conditions and recommend the same to City Council.

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. Since that time, the area around the campus has changed significantly and an updated ODP was requested by staff to address questions frequently raised by Planning Commissioners during review of projects on the campus.

The revised ODP includes 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. However, due to delays related to the COVID pandemic, the ODP has been phased with District A being the first phase to be submitted.

Attached please find The Metro Health Village District A Overall Development Plan and detailed meeting minutes from the review at Planning Commission.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

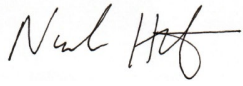
Marissa Postler

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

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.

Hofert stated that the Development Review Team recommends the Planning Commission grant the amended ODP request for Metro Health Village District A and recommend the same to the City Council subject to the following condition:

- 1.) That Section 90-412C and Section 40-914C text amendments be approved by City Council. If these text amendments are not approved, sections of the ODP related to these sections (requested deviations for building heights, setbacks, and multi-family restrictions removed) will not be approved as part of this amended ODP.

A motion was made by Heygi, supported by Arnoys, to grant the amended ODP request for Metro Health Village District A and recommend the same to the City Council subject to condition 1.

Weller asked about the meeting being removed from last month's agenda.

Hofert clarified that there was a noticing error by the Grand Rapids press related to one of the proposed text amendments and that the developer requested the project be delayed to run concurrent with review of that request. Staff was supportive of this delay.

There was general discussion regarding University of Michigan Metro Health Hospital performing their own master plan review.

Hall asked if demand has changed from what was originally proposed for District A in 2003. Hofert explained that the intent all along was to have District A or "The Village" support the hospital and its visitors, employees, patients. What is proposed today is largely consistent with the intent behind the 2003 approved document, but this proposal provides a more detailed approach.

DeLange has questions on the traffic impact analysis and would like a detailed presentation from Engineering staff if a site plan comes through Planning Commission.

A vote on the motion passed unanimously.

DeLange thanked everyone for attending the meeting.

Arnoys welcomed Zapata to the Planning Commission.

ADJOURNMENT

AGENDA ITEM NO. 5

Request to approve a revised Overall Development Plan for Metro Health Village District A (rev. May 2021) (Section 34) (Metro Health Village LLC).

Hofert explained that last month the Planning Commission approved an amended ODP for District A. Since that time, the developer has reached out to revise a few items that were approved. Namely, the revisions include:

- Modify the District A boundary to include Unit 11 (page 6 of the ODP)
- Modify the Permitted Land Use matrix to strike “Hotel/Motel” as a permitted use in District A (page 8 of the ODP)

Hofert explained that Metro Health has submitted a letter to the city, dated May 10, 2021, in support of the revisions but asking for several conditions to be included. The conditions requested by Metro are:

1. Metro Health seeing and approving the plans for the surface parking.
2. Granger Group obtaining Metro Health Village Architectural Review Board approval (and fulfilling conditions of approval), and complying with all other requirements if the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
3. Unit 11 reverting to District B in the future based on a conditional approval. If proposed surface parking does not commence (with actual construction completed) within one year of City of Wyoming’s approval of the proposed change to move Unit 11 to District A, the property must automatically revert back to District B. In other words, the approval moving Unit 11 to District B must be conditional.
4. Unit 11 must be for single level surface parking, and for parking only. No other development, buildings, or improvements can be located on this site other than medical uses that Metro and Granger will determine in the future, that are also in compliance with the Declaration of Restrictions for Metro Health Village, and the Metro Health Village Condominium Master Deed, Bylaws, rules and regulations.
5. Unit 11 must allow for free hospital parking and not be limited to permit only parking.
6. Unit 11 must not at any time have a parking garage structure as Metro Health is concerned with visibility for patients seeking medical care.
7. District B setbacks will be followed for Unit 11 when moved to District A.

Hofert stated that the Development Review Team recommends the Planning Commission grant the revised ODP request for Metro Health Village District A and recommends the same to the City Council subject to conditions 1 below:

1. That the conditions listed by Metro Health be incorporated into the approval.

A motion was entered by Arnoys, supported by Hegyi, to grant the revised ODP request for

Metro Health Village District A and recommend the same to the City Council.

DeLange asked commissioners for discussion and questions.

There was general discussion regarding Metro Health undergoing a Master Plan.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 6

Request to review Division 4 – Planning Commission, of the Code of Ordinances (Wyoming Planning).

Hofert introduced the item and explained the current division is out of date and not in compliance with the MPEA or reflective of current city practices. Planning staff worked with the City Attorney to perform a review of the current Division 4 and revise the division to bring it into compliance.

The Development Review Team recommends that Planning Commission review the Division 4-Planning Commission, Code of Ordinance revisions.

Arnoys asked that Hofert clarify the quorum. Hofert explained that the number of individuals needed to obtain quorum has not changed, however what did change is that now vote totals are based only on those present and not inclusive of those absent.

There was discussion regarding the change in the Code of Ordinances that allows a Commissioner who lives outside the City of Wyoming to be on the Planning Commission.

By a unanimous unofficial vote Planning Commissioners are in agreement that Planning Commissioners should be required to be residents of the City of Wyoming to serve on the board. They were not in favor of allowing a non-resident to be appointed.

There was conversation between Planning Commission members and Attorney Smith regarding reasons why Commissioners may be removed from the board.

#### AGENDA ITEM NO. 7

Request to review Chapter 74 – Subdivisions, of the Code of Ordinances (Wyoming Planning).

METRO HEALTH VILLAGE  
**CITY OF WYOMING  
PUD-3 AMENDMENT  
APPLICATION**

**DISTRICT A  
HEART OF THE VILLAGE**

FEBRUARY 11 2021

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## PROJECT NARRATIVE

The Granger Group is pleased to present this formal request for amendment to the PUD approval from the City of Wyoming for its proposed Metro Health Village. Since its initial development in 2003, the Village has evolved into a thriving health-focused destination which provides convenient holistic services to the West Michigan Community. The Village provides extraordinarily interconnected retail and dining experiences that inspire healthier lifestyles all within the booming West Michigan business and residential market of Wyoming, MI. Shifts in market demand for services and uses, along with the trajectory for health care have created the need for an update to the Village Overall Development Plan (ODP) and PUD. The focus of this request for amendment is on District A - Heart of the Village.

### Vision

Metro Health Village provides a rich mix of healthcare, commercial, office, hotel and residential uses. Our future is bright with the incorporation of community accessed space that allows people to seamlessly move from Metro Health—University of Michigan Health Hospital to cafés to healing garden to walking trails throughout open-air plaza settings, all while enjoying a contemporary shopping experience themed by health, wellness and sustainability.

Safety and accessibility underscore every area of the campus and enhance the feeling of connectedness for the community members to experience. Dedicated pedestrian crossings, ample parking, curb design and even landscaping features all work cohesively to invite residents in and create a comfortable sense of security.

In general, future development will focus on a “quasi-urban” nucleus, with the Hospital serving as its “civic anchor” and a collection of storefront shops completing a central commons area. Village green spaces will compliment healthcare services and other general office, retail and residential spaces.

Additional healthcare development is anticipated as additions to the hospital proper, as well as outpatient service focused facilities on parcels adjacent to the hospital and along the M-6 interstate in District E.

The current linkages to access vehicular routes and internal ring road organization have proven to be successful and intuitive for users. These roadways remain unchanged in the updated ODP.

### Zoning and Land Use

To meet the demands of the market and the vision of the Village, this amendment proposes changes to the existing PUD ordinance for the Heart of the Village (District A). These include allowable uses in the district, building heights, and lot areas and dimensions. These revisions are included as blue highlighted text in the original application.

### Parking and Traffic Impact Analysis

As part of this recalibration of vision and future development of the Village, a Traffic Impact Analysis and Parking Analysis have been performed and are included in this application. The proposed plan recommends a combination of surface lot solutions along with administrative adjustments to create a comprehensive solution to provide all required parking within District A. A Parking Demand Policy will be instituted as part of this amendment request.

### Infrastructure

To ensure adequate capacity of water, sanitary and storm sewer services, a capacity analysis study has been performed and is included as part of this application.

Sanitary sewer was investigated to confirm that the existing public sanitary sewer mains within the Metro Health Village campus had adequate capacity for the development in the full build-out condition. The sanitary sewer average and peak daily flow-rates for each lot were calculated using the existing and proposed development types and compared to the flow

## 1. PROJECT NARRATIVE

capacities of the existing public sewer mains. In summary, the existing sanitary sewer capacity is adequate to convey the peak daily flows for the proposed full build-out condition of the Metro Health Village campus.

Storm sewer was also investigated to confirm that the existing storm water management infrastructure is adequate for the Metro Health Village campus at full build-out. The impervious surface area and total drainage areas for each sub-watershed district were analyzed and compared to the original design calculations. The previously developed lots are all within the original design assumptions. All lots yet to be developed should be done so in accordance with the original design assumptions. Following this protocol will assure that the existing storm water management infrastructure will remain acceptable for the Metro Health Village campus at full build-out.

The City of Wyoming has indicated that there are no capacity concerns with the existing public water distribution network within the Metro Health Village campus.



**LAND USE**

## 2. LAND USE

Design District A  
Heart of the Village  
+/- 11 acres

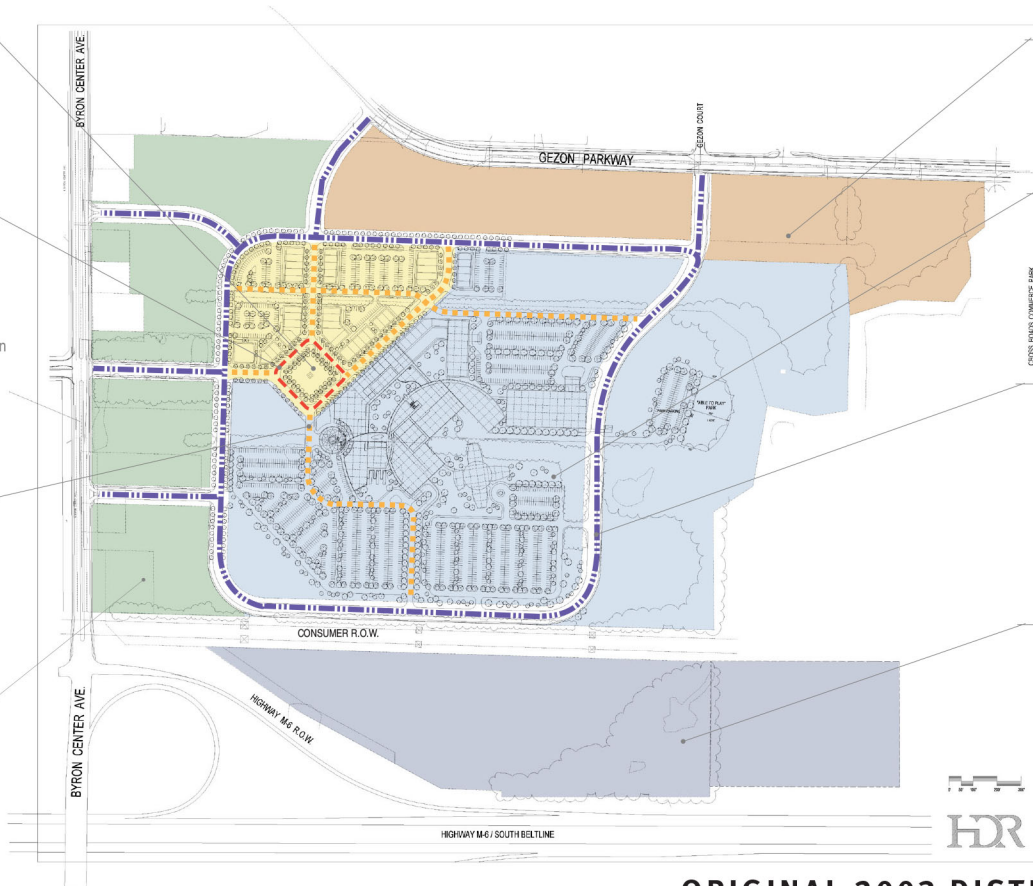
Circulation Edge 2  
Heart of the Village

- sidewalk paving
- landscaping
- outdoor seating
- street lighting
- outdoor dining
- signage
- heavy pedestrian accommodation
- single sided edge

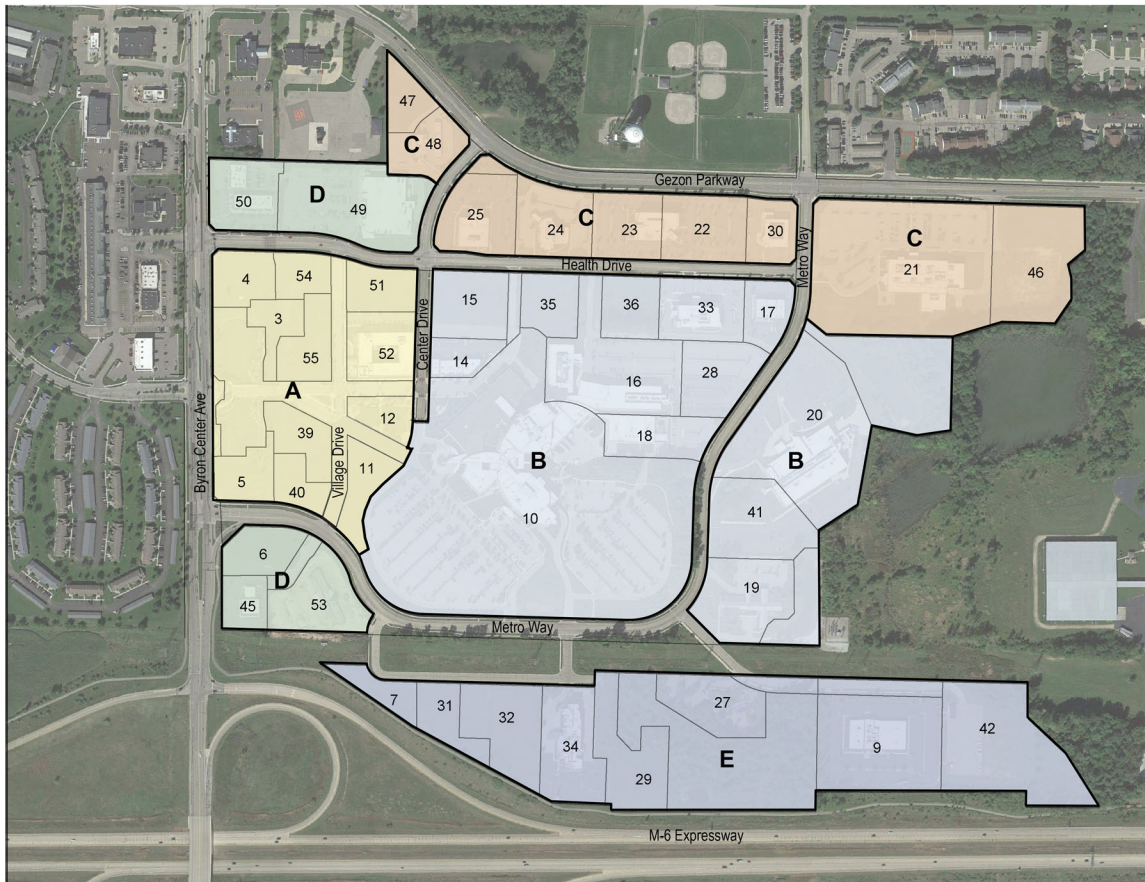
Circulation Edge 3  
Entry/Secondary/Commercial

- sidewalk paving
- landscaping
- street lighting
- signage
- outdoor seating
- moderate/heavy pedestrian accommodation
- double sided edge

Design District D  
Byron Center  
+/- 21 acres



**ORIGINAL 2003 DISTRICT PLAN**



**PROPOSED DISTRICT PLAN**

## LAND USE

Attached you will find our Land Use Plan which illustrates the proposed mix of land uses within the 166-acre parcel. Five land use “Districts” have been established, with each District having a unique development characteristic. **The Land Use plan has been updated to reconcile existing roadways to their current location, and to modify slightly district boundaries.**

### District A – Heart of the Village

This District represents the “heart” of the Metro Health Village. Its epicenter is an open village green, planned for use as a community access space for gathering and activity. It will be surrounded by retail, office and potentially, residential development to the north. Development in District A will be directed toward multi-level storefront retail with the ground floor being a pedestrian friendly “quasi-urban” environment. Pedestrian amenities will be encouraged, including outdoor dining, walk ways, picture windows and properly scaled appointments, such as signage and street lighting.

District A development will be governed by the following:

- Maximum height of buildings: **55 feet, not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.**
- **Minimum lot area: None**
- **Minimum lot width: None**
- **Setbacks: Allow zero setback at adjoining units and private roads. Existing setback requirements at public roadways to remain under current zoning.**
- Buildings must be positioned on village green property lines; no setbacks allowed
- Uses permitted will be: See Land Use Matrix
- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, **eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.**
- All development will be subject to approval from the Metro Health Village Architectural Review Board

### General Requirements - All districts

1. **Parking will be provided according to City of Wyoming zoning ordinance, except as amended in the Parking Demand and Policy section of this application.**
2. **Omit requirement Section 90-600.2 requiring a 300’ maximum walking distance from parking location to the nearest point of building entry.**
3. **Parking structures of up to 4 levels above grade are permitted.**

**METROPOLITAN HEALTH VILLAGE  
PERMITTED LAND USES**

("X" indicates that the listed use is permitted in the designated zone)

USE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E
<b>1. Banks, Credit Unions, and other Financial Institutions</b> <i>(including staffed drive-through facilities)</i>	X	X	X	X	X
<b>2. Clothing Services, consisting of the following:</b> <i>Laundry Agency, Self Service, Dry Cleaning, Millinery &amp; Dressmaking, Tailor, Shoe Repair, Similar Uses</i>	X		X	X	
<b>3. Equipment Services, consisting of the following:</b> <i>Radio &amp; TV, Electric Appliance, Watch Repair, Similar Uses</i>			X		
<b>4. Food Service (excluding drive-in) entirely enclosed, consisting of the following:</b> <i>Grocery-Baked Goods-Deli, Restaurant, Similar Uses</i>	X	X	X	X	X
<b>5. Personal Services, consisting of the following:</b> <i>Barbershop, Beauty Shop, Health Salon, Photo Studio, Similar Uses</i>	X		X	X	
<b>6. Retail with less than 20,000 square feet of floor area, consisting of the following:</b> <i>Drugstore (including a drive-through facility), Hardware Store, Stationer, News Dealer, Apparel, Household Appliances, Flower Shop, Antique Shop, Gift Shop, Jewelry, Bookstores/Records/DVD - Video; sale or rent</i>	X	X	X	X	X
<b>7. Hospital Buildings</b>		X			
<b>8. Health clubs, fitness and wellness centers, gymnasiums and reducing salons</b>		X	X		X
<b>9. Business schools or private schools operated for a profit</b>			X		X
<b>10. Hotels and motels</b>	OMIT		X	X	X
<b>11. Printing and publishing with less than 5,000 square feet of floor area</b>	X		X		X
<b>12. Municipal bus passenger station</b>	X		X	X	X
<b>13. Funeral homes or mortuaries</b>			X		X
<b>14. Assembly halls</b>		X	X	X	X
<b>15. Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses</b>			X		X
<b>16. Nursery schools, day nurseries and childcare facilities</b>	X	X	X		X
<b>17. Colleges or universities</b>	X	X	X	X	X

REV. 2021/05/05

## METROPOLITAN HEALTH VILLAGE PERMITTED LAND USES

("X" indicates that the listed use is permitted in the designated zone)

USE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E
18. Department, variety and general merchandise retail, uses with up to 30,000 square feet of floor area				X	X
19. Offices, other than medical offices	X	X	X	X	X
20. Medical offices, including clinics	X	X	X	X	X
21. Laboratories, research or testing	X	X	X	X	X
22. Multiple-family dwellings, including apartments, condominiums and townhouses	X <sup>*1</sup>			X	X
23. Convalescent, independent living, and nursing homes	X	X	X		X
24. Telephone exchange buildings, electric transformer stations and substations and gas regulator stations		X			X
25. Adult education facilities and community centers not operated for profit			X		X
26. Parking decks	X	X	X	X	X



Denotes use removed from district



Denotes use added to district

\*1. Maximum number of units allowed = 120 units

**PARKING DEMAND AND POLICY**

The current City of Wyoming Zoning Ordinance for multi-family dwellings requires 2 parking spaces for each residential unit. Parking ratios for multi-family dwellings within the submitted Overall Development Plan (ODP) will provide 1 parking space per dwelling, plus 0.5 spaces for each bedroom. The adjustment reflects 2019 recommendations from the Urban Land Institute (ULI) and National Parking Association (NPA) to tie parking requirements to bedrooms. By using the ULI and NPA methodology, the parking requirements closely match the number of persons residing in the dwelling units. The adjusted residential ratios submitted as part of the ODP are also reflected by studies conducted by the Institute of Transportation Engineers Parking Generation Manual (5th Edition). According to studies conducted by ITE in dense Multi-Use Urban Developments, the peak parking demand is from 10pm-5am with an average weekday peak parking demand (spaces in use) of 0.90 spaces per dwelling and 0.48 spaces per bedroom. The average parking supply ratios (spaces provided) for the study sites are as follows:

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/ Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

When assessing parking requirements, comparable cities are frequently used as a benchmark. For example, in East Grand Rapids, the requirements state 2 spaces per multi-residential unit in the residential zone, but 1.5 spaces per unit in the commercial district (§ 5.77 MINIMUM PARKING REQUIREMENTS). This accounts for the variation in parking demand for a residential area versus a denser commercial and/or mixed-use area. Taking these variations in demand into consideration is becoming more common in cities across the nation as they experience growth and densify.

**District A**

District A, The Heart of the Village, is a mixed land use area with office space, residential, entertainment, sit down restaurants, quick serve restaurants, and other service and commercial space. The Village is a semi-urban environment that will encourage multiple land uses and walking between destinations.

The current City of Wyoming Zoning Ordinance 90-600.2 requires a 300-foot maximum walking distance from the nearest point of the parking location to the nearest entry of the building served. Parking Industry standards (as published by the National Parking Association) are based on traffic modeling Level of Service (LOS) benchmarks. These standards identify walking distances ranging from LOS A (the highest level) of 400 feet to LOS D (lowest acceptable level) of 1600 feet. Therefore, the City of Wyoming zoning requires a very high level of service.

The circles in the image below indicate the parking spaces within 300 and 400 feet of the buildings served. The required parking spaces are within 300 feet of the respective buildings and additional parking is available within the 400 feet that NPA considers the highest level of service. Note that for simplicity in the figure below, walking distances are only shown for some of the outlying and higher parking demand buildings.



Businesses and organizations within The Village will benefit from visitors and staff from the hospital and buildings in other districts. A number of people are likely to walk from one destination to another within The Village instead of driving from other areas across the campus. This will result in one parking space meeting the demand for multiple destinations. The goal is for patrons to receive proximal parking spaces within The Village, while encouraging employees and staff to park on the outer limits of the district.

The Rapid provides alternative transportation methods with an active route throughout The Village. This may also help to further reduce the onsite parking demand and promote increased foot traffic from outside The Village.

If the Village develops beyond the phase 1 plan, the density may increase parking demand beyond what can be accommodated by surface parking lots. At the appropriate time, each proposed development would be evaluated, along with the district overall, to determine when surface parking is no longer adequate to meet the needs and when a parking structure is required. Annual parking occupancy counts will be conducted to determine actual parking utilization. Each new construction project will be accompanied by a Parking Impact Study to determine parking sufficiency.



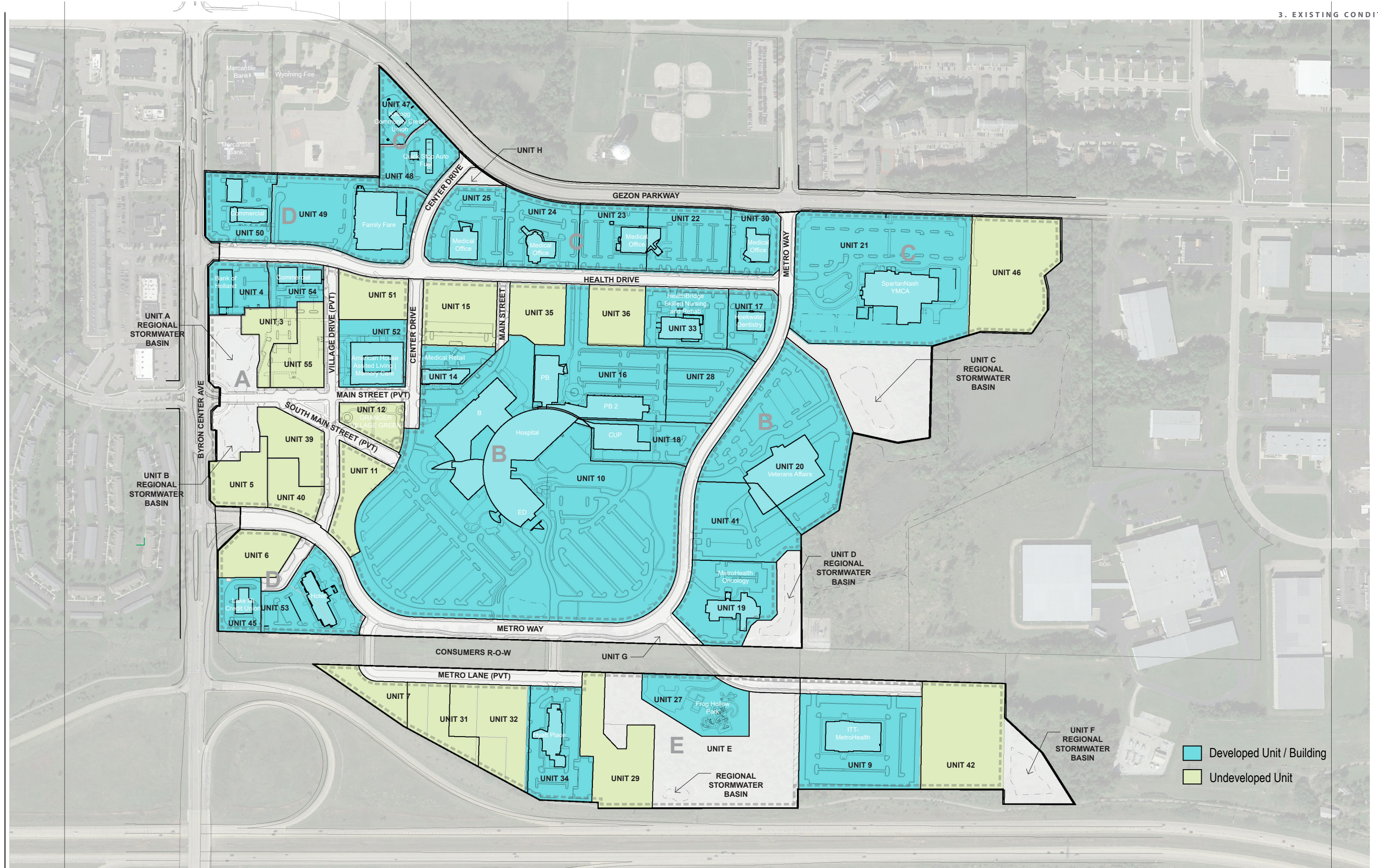


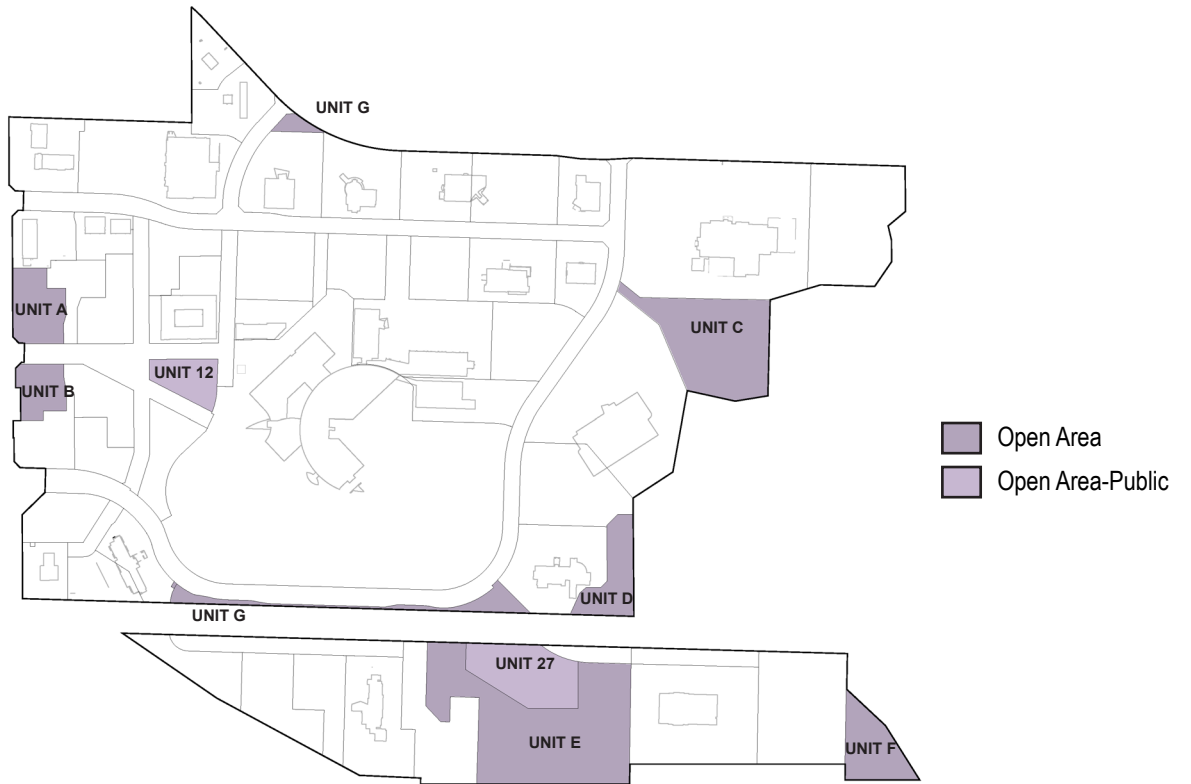
**EXISTING  
CONDITION**

3. EXISTING CONDITION

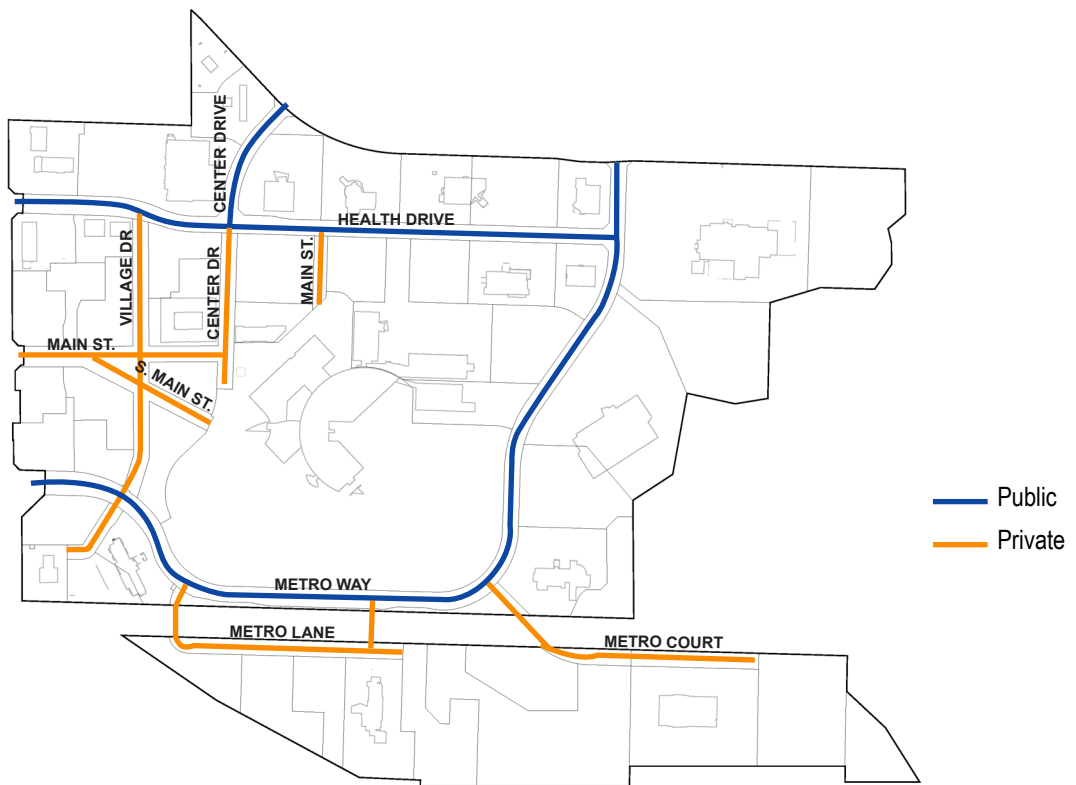








Open Area



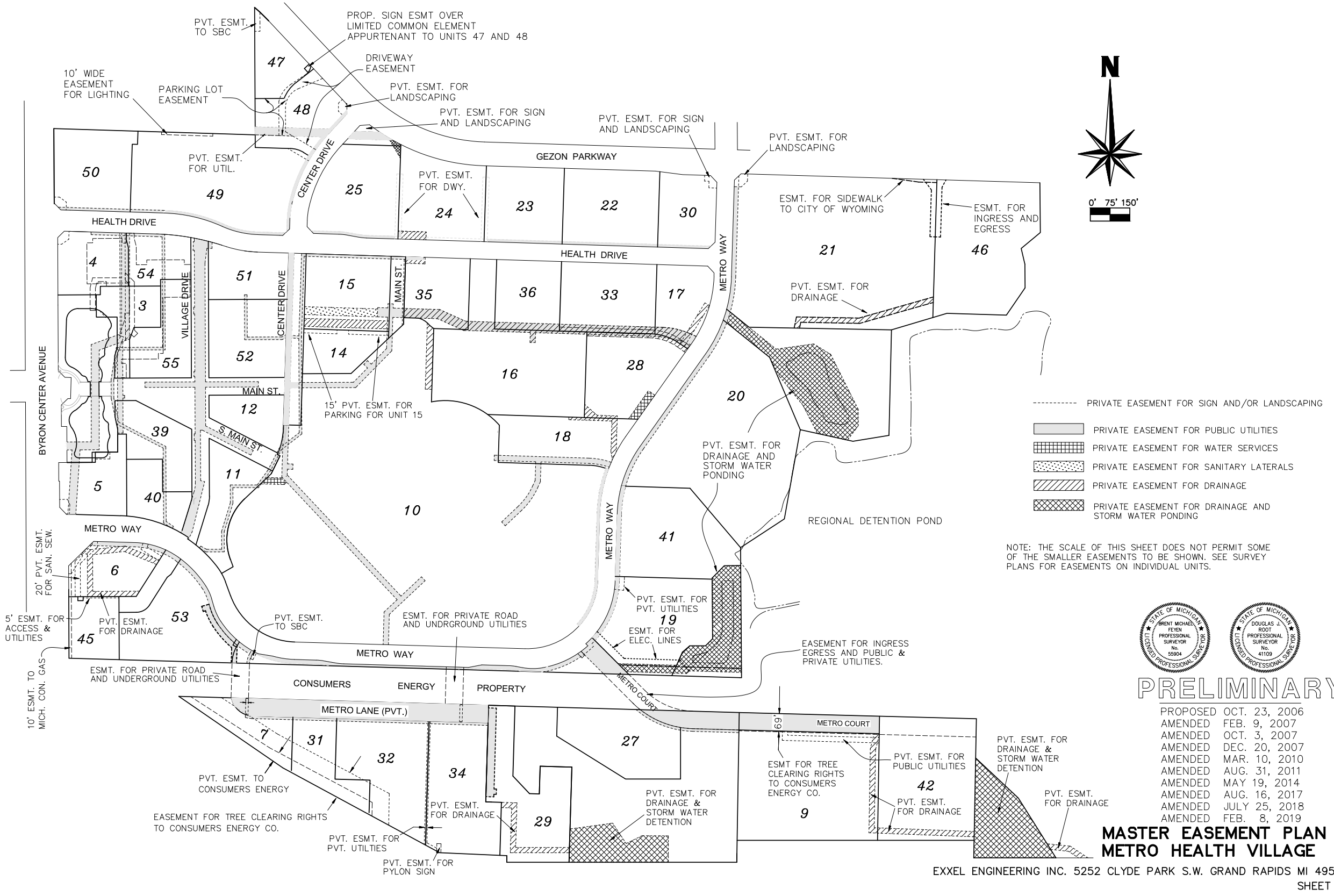
Roadways

# Metro Health Village Property, Building and Parking Data Tabulation

Existing Development									
UNIT #	DISTRICT	Land Area (acres)	Name	Use Type	Floors	Building Area (sf)	Parking factor (per ordinance)	Parking Required	Parking Provided
3	A	1.027		vacant land					
4	A	1.363	MHV1	Office/Commercial	2	20,000	(as approved)	79	81
5	A	1.322		vacant land					
6	D	1.387		vacant land					
7	E	1.428		vacant land					
9	E	5.004	ITT / Metro Health	Office/Commercial	1	30,869	(as approved)	240	240
10	B	27.366	Metro Health Hospital	Hospital		494,288	(as approved)	754	754
10									
10									
11	B	1.412		Vacant land					
12	A	1.007	Granger Village Green	Park					
14	A	1.001	Medical Retail	Shopping center - Neighborhood	1	12,160	(as approved)	34	34
15	B	2.100		Vacant land					
16	B	4.723	Metro PB 1 and PB 2	Medical Office	2	164,364	(as approved)	622	178
17	B	1.284	Hoekwater Dentistry	Medical - Dental Clinic	1	9,618	(as approved)	49	49
18	B	1.960	Metro CUP	Industrial - Heavy Mfr	1	21,837	(as approved)	0	54
19	B	2.976	Metro Oncology	Medical Office	1	21,377	(as approved)	73	73
20	B	7.194	Veteran Affairs	Medical Office	2	128,872	(as approved)	465	465
21	C	10.000	SpartanNash YMCA	Fitness Center	2	96,384	(as approved)	348	348
22	C	2.380		See Unit #23					
23	C	1.947	Metro Outpatient	Office Bldg - Refinement mech. Penthouses	3	54,259	(as approved)	309	309
24	C	2.315	Michigan Pain Consult	Medical Office	2	22,515	(as approved)	108	108
25	C	2.448	Metro Ophthal / Granger	Medical Office	2	31,658	(as approved)	152	152
27	E	2.219	Frog Hollow Park	705.other real-exempt	0	0	(as approved)	40	40
28	B	2.233	Metro PB parking	Surface Parking				0	444
29	E	2.686		vacant land					
30	C	1.373		Medical Office	2	23,164	(as approved)	60	60
31	E	1.948		Vacant commercial					
32	E	1.557		Vacant commercial					
33	B	2.181	HealthBridge	Hospital - Convalescent (nursing home)	3	49,504	(as approved)	80	80
34	E	2.953	Hyatt Place	Hotel, 113 rooms			(as approved)	188	188
35	B	1.446		vacant land					
36	B	1.482		vacant land					
39	A	1.425		Vacant commercial					
40	A	1.015		Vacant commercial					
41	B	3.083		See unit #20					
42	E	3.905		vacant land					
45	D	1.032	LMCU	Bank	1	2,537	(as approved)	19	19
46	C	4.138		vacant land					
47	C	1.008	Kellogg Comm. Credit Union	Credit Union	1	2,329	(as approved)	18	18
48	C	1.651	Quick Stop Auto Fuel	Market - Mini Mart Convenience	1	1,224	(as approved)	35	35
49	D	4.697	Family Fare	Grocery Store	1	49,779	(as approved)	191	191
50	D	2.077	Starbucks / Little Bangkok	Shopping Center - Neighborhood	1	16,301	(as approved)	99	99
51	A	1.297		vacant land					
52	A	1.993	First & Main	Senior/Assisted Living	3	99,709	(as approved)	90	54
53	D	1.372	Fairfield Inn and Suites	Hotel, 116 rooms	4	63,240	(as approved)	118	118
54	A	1.000	MHV5	Commercial Retail	1	10,833	(as approved)	43	49
55	A	1.498		vacant land					
O/S Prkg	A		Parking	Street Parking					155

Totals: **1,426,821** **4,214** **4,395**

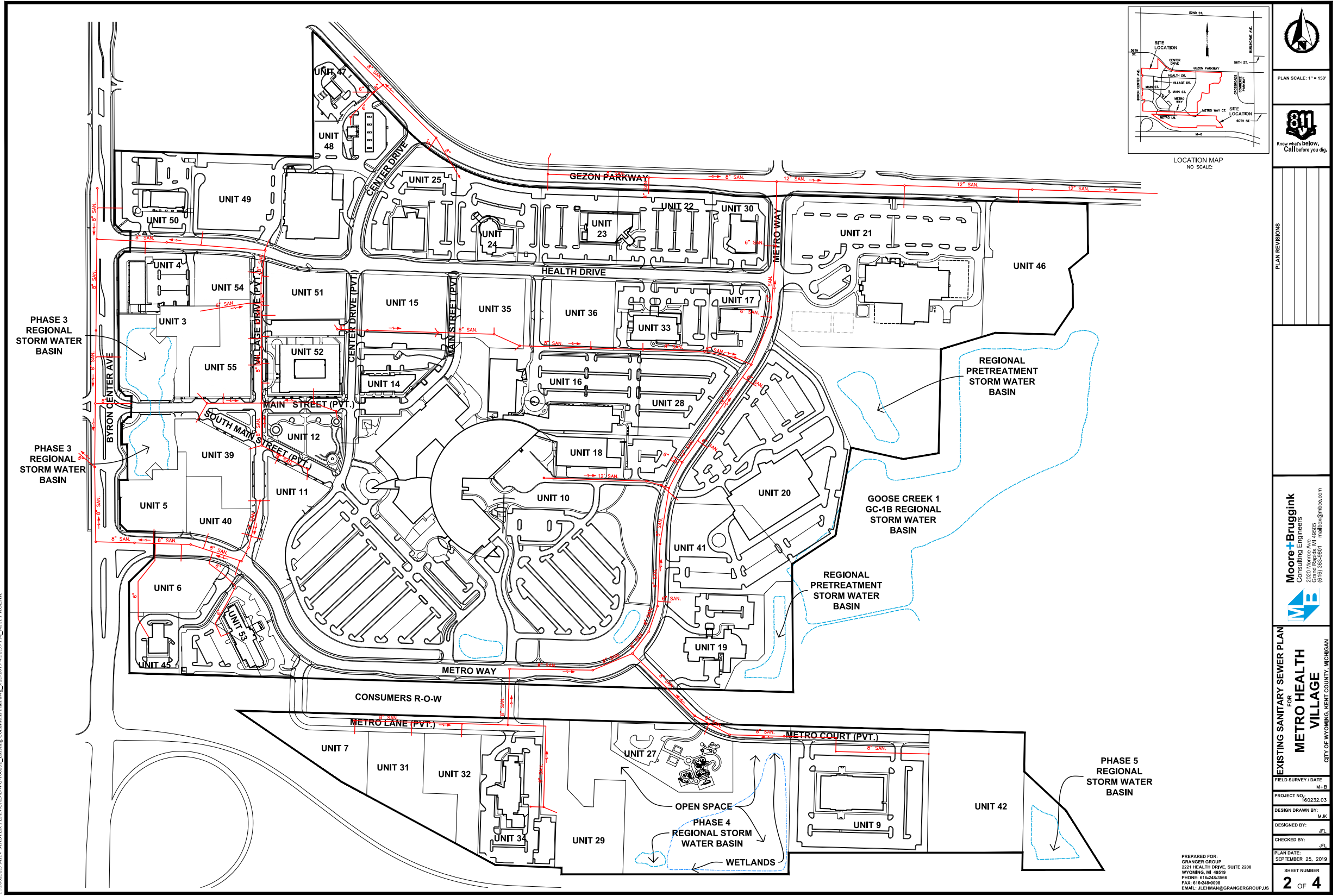
Existing Development				
District	Sq. Ft.	Parking Required	Parking Provided	Delta
A	142,702	246	373	127
B	889,860	2,043	2,097	54
C	231,533	1,030	1,030	0
D	131,857	427	427	0
E	30,869	468	468	0
	1,426,821	4,214	4,395	181



See Exhibit B for Condominium Documents showing boundary dimensions.

Existing Boundary Plan





See Exhibit C for Large Scale Utility Infrastructure Plans

Existing Sanitary Sewer Plan



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PLAN SCALE: 1" = 150'

PLAN REVISIONS

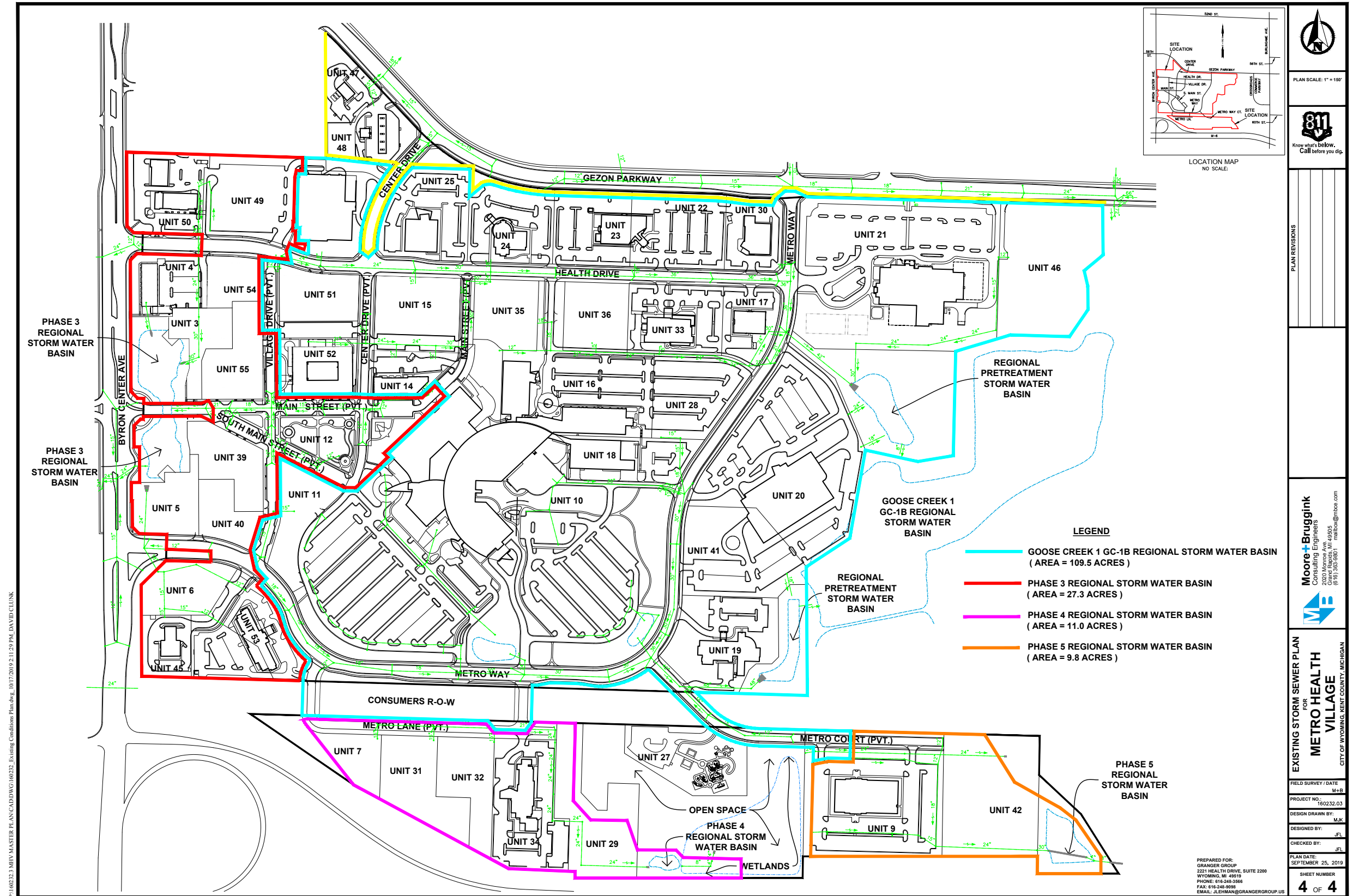
NO.	DATE	DESCRIPTION

Moore + Bruggink  
Consulting Engineers  
2020 Monroe Ave., Suite 200  
Ann Arbor, MI 48106  
(734) 769-8800 | mbruggink@mbna.com

EXISTING SANITARY SEWER PLAN  
FOR  
**METRO HEALTH VILLAGE**  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	160232.03
DESIGN DRAWN BY:	MJK
DESIGNED BY:	JFL
CHECKED BY:	JFL
PLAN DATE:	SEPTEMBER 25, 2019
SHEET NUMBER	2 OF 4

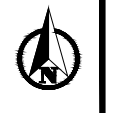
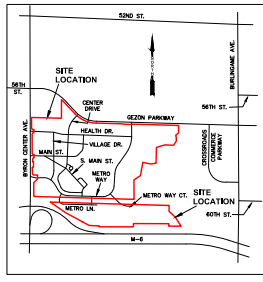
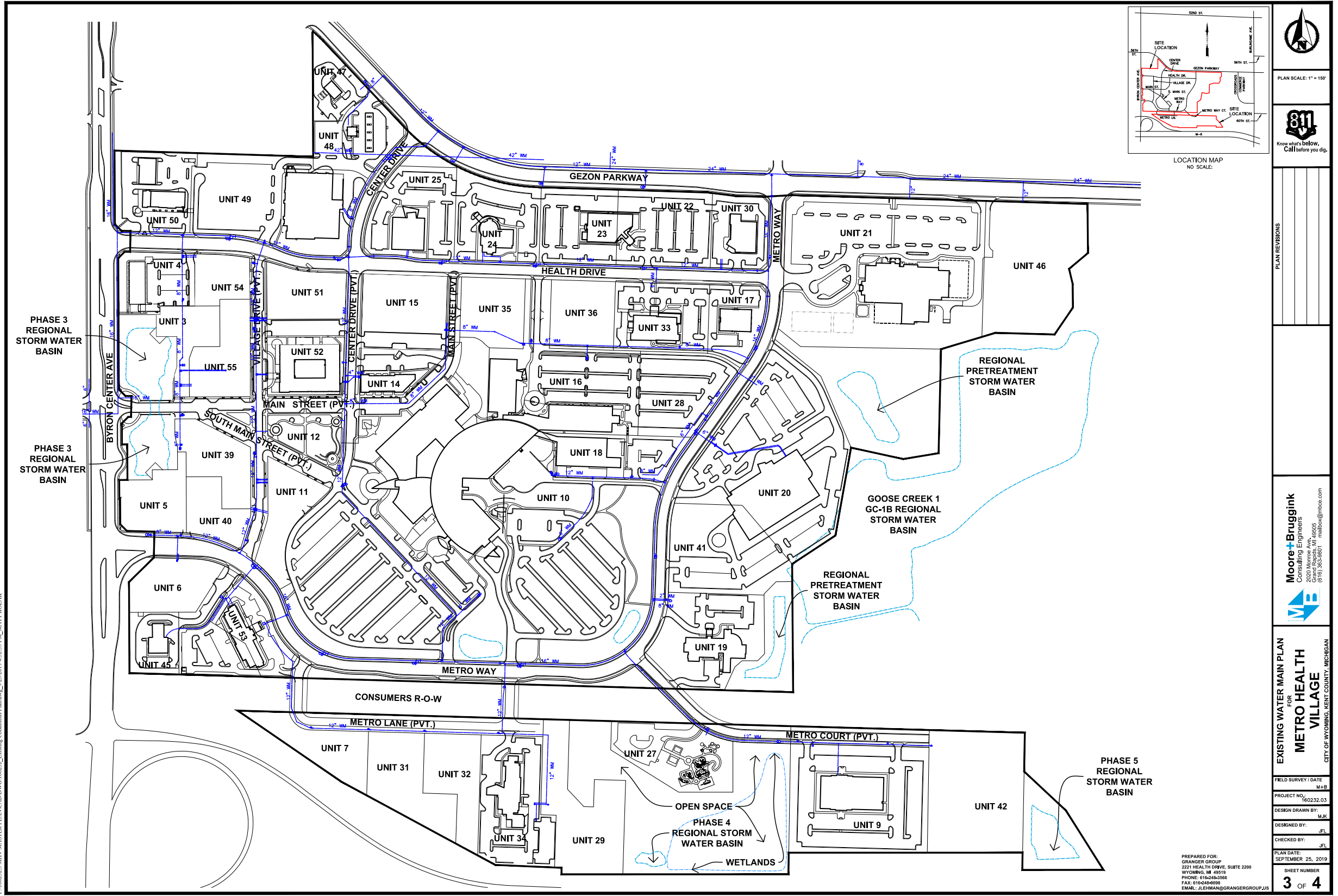
PREPARED FOR:  
GRANGER GROUP  
2221 HEALTH DRIVE, SUITE 2200  
WYOMING, MI 49519  
PHONE: 616-268-7666  
FAX: 616-248-9998  
EMAIL: JLEHMAN@GRANGERGROUP.LL



See Exhibit C for Large Scale Utility Infrastructure Plans

Existing Storm Water Plan





PLAN SCALE: 1" = 150'



PLAN REVISIONS

**Moore + Bruggink**  
Consulting Engineers  
2020 Monroe Ave., Suite 200  
Wyoming, MI 49519  
(616) 335-9800 | mbruggink@moore.com

EXISTING WATER MAIN PLAN  
FOR  
**METRO HEALTH VILLAGE**  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	160232.03
DESIGN DRAWN BY:	MJK
DESIGNED BY:	JFL
CHECKED BY:	JFL

PREPARED FOR:  
GRANGER GROUP  
2221 HEALTH DRIVE, SUITE 2200  
WYOMING, MI 49519  
PHONE: 616-268-7666  
FAX: 616-248-9998  
EMAIL: JLEHMAN@GRANGERGROUP.LL

PLAN DATE:  
SEPTEMBER 25, 2019


SHEET NUMBER  
**3 OF 4**

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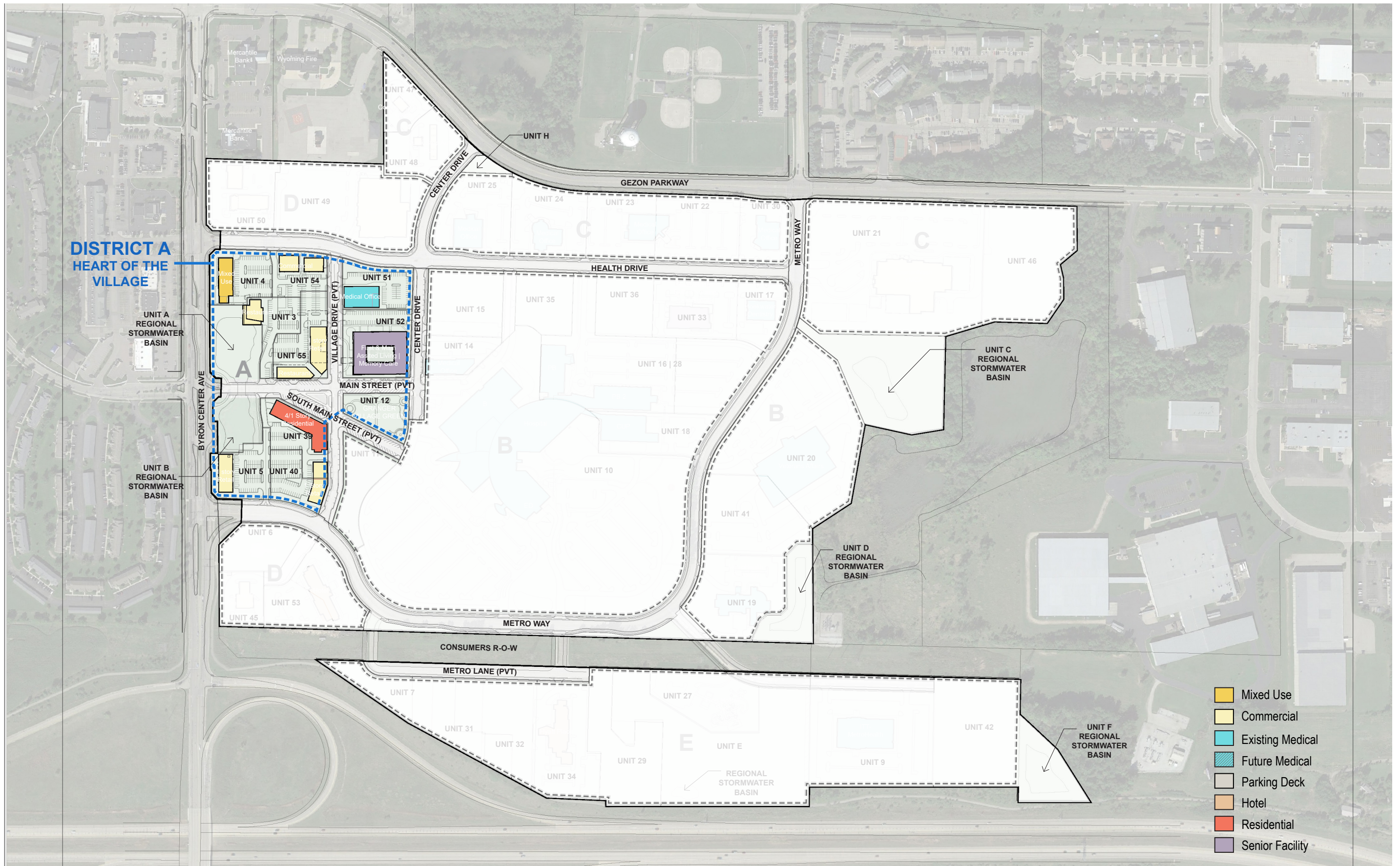
See Exhibit C for Large Scale Utility Infrastructure Plans

Existing Water Plan





**FUTURE  
DEVELOPMENT  
PLAN**



**DISTRICT A  
HEART OF THE  
VILLAGE**

- Mixed Use
- Commercial
- Existing Medical
- Future Medical
- Parking Deck
- Hotel
- Residential
- Senior Facility

## Metro Health Village Property, Building and Parking Data Tabulation

Overall Development Plan									
UNIT #	DISTRICT	Land Area (acres)	Name	Assumed Use Type	Floors	Building Area (sf)	Parking Factor (per Ordinance)	Parking Required	Parking Provided
3	A	1.027	Unit 3	Restaurant	1	4,000	1:100 gsf	40	40
4	A	1.363	Unit 4	Mixed Use	2	20,000	mixed use 1:250gsf	79	80
5	A	1.322	Unit 5	Retail	1	10,000	1:250gsf	40	48
12	A	1.007	Granger Village Green	Park					
39	A	1.425	Unit 39	Residential (80 units )-Subgrade Parking	4	82,000	2/per Unit	160	160
40	A	1.015		Commercial Retail	1	10,000	1:250gsf	40	40
51	A	1.297	Unit 51	Medical Office	1	13,500	1:200gsf	68	70
52	A	1.993	First & Main	Senior/Assisted Living	3	99,709	(as approved)	90	56
54	A	1.000	Unit 54	Commercial Retail	1	10,800	(as approved)	43	49
55	A	1.498	Unit 55A	Bldg A - Restaurant	1	8,000	1:100 gsf	80	89
55	A		Unit 55B	Bldg B - Retail	1	12,000	1:250 gsf	60	
O/S Prkg	A		Parking	On Street Parking					134
						<b>270,009</b>		<b>700</b>	<b>766</b>

\* includes 57 spaces in subgrade parking

### District A -Heart of the Village Summary

#### Building Area

Existing	130,509 including recently completed 4 and 54
Proposed	139,500
	270,009

#### Parking

Required	700
Provided	766

# Sanitary Sewer Analysis

SANITARY SEWER ANALYSIS

METRO HEALTH VILLAGE  
OVERALL DEVELOPMENT PLAN

UNIT #	USE TYPE	REU UNIT FACTOR	UNIT MEASUREMENT	ESTIMATED REU	ESTIMATED FLOWRATE * (GAL. PER DAY)	ESTIMATED AVG. DAILY FLOWRATE (CUBIC FT PER SEC.)	ESTIMATED PEAK DAILY FLOWRATE ** (CUBIC FT PER SEC.)	RECEIVING SEWER	UPSTREAM AVG. DAILY FLOW INTO RECEIVING (CUBIC FEET PER SECOND)	UPSTREAM PEAK FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	RECEIVING SEWER CAPACITY *** (CUBIC FT PER SEC.)	EXCESS SEWER CAPACITY (CUBIC FT PER SEC.)
3	Restaurant	3 per 1,000 sq. ft.	4,000 sq. ft.	12	3,600	0.00557	0.01114	8" in Village Drive	0.21669	0.43338	0.766	0.33262
4	Office/Commercial	0.4 per 1,000 sq. ft. (office) 0.3 per 1,000 sq. ft. (retail)	19,878 sq. ft. 19,878 sq. ft.	7,9512 5,9634	4,174	0.00646	0.01292	8" in Health Drive	0.24919	0.49837	0.766	0.26763
5	Retail	0.3 per 1,000 sq. ft.	10,000 sq. ft.	3	900	0.00139	0.00279	8" in Metro Way	0.03779	0.07559	0.766	0.69041
6	Restaurant	3 per 1,000 sq. ft.	3,600 sq. ft.	10.8	3,240	0.00501	0.01003	8" in Metro Way	0.03231	0.06462	0.766	0.70138
7	Surface Parking	N/A		0	0	0.00000	0.00000					
9	Office/Commercial	0.4 per 1,000 sq. ft. (office)	30,869 sq. ft.	12,3476	3,704	0.00573	0.01146	8" in Metro Court	0.02757	0.05515	0.766	0.71085
10	Hospital	1.1 per bed	208 beds	228.8	68,640	0.10621	0.21242	12" in Metro Way	0.11690	0.23379	1.676	1.44221
11	Medical Office	1.0 per 1,000 sq. ft.	360,000 sq. ft.	360	108,000	0.16711	0.33422	8" in Village Drive	0	0	0.766	0.76600
12	Open Space	N/A		0	0	0.00000	0.00000					
14	See Unit 35	N/A		0	0	0.00000	0.00000					
15	See Unit 35	N/A		0	0	0.00000	0.00000					
16	Medical Office	1.0 per 1,000 sq. ft.	164,364 sq. ft.	164.364	49,309	0.07630	0.15260	8" in easement	0.20425	0.40850	0.766	0.35750
17	Medical Office	1.0 per 1,000 sq. ft.	9,618 sq. ft.	9.618	2,885	0.00446	0.00893	12" in Metro Way	0.74656	1.49313	1.676	0.18287
18	Industrial	0.5 per 1,000 sq. ft.	21,837 sq. ft.	10.9185	3,276	0.00507	0.01014	12" in Metro Way	0.22311	0.44621	1.676	1.22979
19	Medical Office	1.0 per 1,000 sq. ft.	21,377 sq. ft.	21.377	6,413	0.00992	0.01985	8" in Metro Way	0.10697	0.21395	0.766	0.55205
20	Medical Office	1.0 per 1,000 sq. ft.	128,872 sq. ft.	128.872	38,662	0.05982	0.11964	12" in Metro Way	0.22817	0.45635	1.676	1.21965
21	Sports Center	1.0 per 1,000 sq. ft.	96,384 sq. ft.	96.384	28,915	0.04474	0.08948	12" in Gezon Parkway	0.78697	1.57394	1.676	0.10206
22	See Unit 23	N/A		0	0	0.00000	0.00000					
23	Medical Office	1.0 per 1,000 sq. ft.	54,259 sq. ft.	54.259	16,278	0.02519	0.05037	8" in Gezon Parkway	0.00000	0.00000	0.766	0.76600
24	Medical Office	1.0 per 1,000 sq. ft.	22,515 sq. ft.	22.515	6,755	0.01045	0.02090	8" in Gezon Parkway	0	0	0.766	0.76600
25	Medical Office	1.0 per 1,000 sq. ft.	31,658 sq. ft.	31.658	9,497	0.01470	0.02939	8" in Gezon Parkway	0.01045	0.02090	0.766	0.74510
27	Open Space	N/A		0	0	0.00000	0.00000					
28	Surface Parking	N/A		0	0	0.00000	0.00000					
29	Medical Office	1.0 per 1,000 sq. ft.	34,200 sq. ft.	34.2	10,260	0.01588	0.03175	8" in Metro Lane	0	0	0.766	0.76600
30	Medical Office	1.0 per 1,000 sq. ft.	23,164 sq. ft.	23.164	6,949	0.01075	0.02151	12" in Metro Way	0.58856	1.17712	1.676	0.49888
31	Medical Office	1.0 per 1,000 sq. ft.	29,700 sq. ft.	29.7	8,910	0.01379	0.02757	8" in Metro Lane	0	0	0.766	0.76600
32	Medical Office	1.0 per 1,000 sq. ft.	27,000 sq. ft.	27	8,100	0.01253	0.02507	8" in Metro Lane	0.01379	0.02757	0.766	0.73943
33	Convalescent Home	1.0 + 0.5 per bedroom	65 bedrooms	33.5	10,050	0.01555	0.03110	8" in easement	0.36672	0.73344	0.766	0.02356
34	Hotel	0.3 per bed	226 beds	67.8	20,340	0.03147	0.06295	8" in Metro Lane	0.02632	0.05264	0.766	0.71336
35	Medical Office	1.0 per 1,000 sq. ft.	440,000 sq. ft.	440	132,000	0.20425	0.40850	8" in easement	0	0	0.766	0.76600
36	Surface Parking	N/A		0	0	0.00000	0.00000					
36b	Medical Office	1.0 per 1,000 sq. ft.	350,000 sq. ft.	350	105,000	0.16247	0.32494	8" in easement	0.28055	0.56109	0.766	0.20491
39	Residential	0.5 per 1-bedroom 0.7 per 2-bedroom	69 1-bedrooms 11 2-bedrooms	34.5 7.7	12,660	0.01959	0.03918	8" in Village Drive	0.01959	0.03918	0.766	0.72682
40	Retail	0.3 per 1,000 sq. ft.	10,000 sq. ft.	3	900	0.00139	0.00279	8" in Village Drive	0	0	0.766	0.76600
41	See Unit 20					0.00000	0.00000					
42	Medical Office	1.0 per 1,000 sq. ft.	59,400 sq. ft.	59.4	17,820	0.02757	0.05515	8" in Metro Court	0	0	0.766	0.76600
45	Bank	0.4 per 1,000 sq. ft.	2,537 sq. ft.	1.0148	304	0.00047	0.00094	8" in Metro Way	0.03732	0.07464	0.766	0.69136

\* 1 REU = 300 gallons per day  
 \*\* Peak daily flowrate = 2x average daily flowrate  
 \*\*\* Sewer capacity is determined using Mannings Equation in accordance with 10-States Standards minimum slopes  
 \*\*\*\* Highlighted sections denote units within MHV 'Heart of the Village'

SANITARY SEWER ANALYSIS

METRO HEALTH VILLAGE  
OVERALL DEVELOPMENT PLAN

UNIT #	USE TYPE	REU UNIT FACTOR	UNIT MEASUREMENT	ESTIMATED REU	ESTIMATED FLOWRATE * (GAL. PER DAY)	ESTIMATED AVG. DAILY FLOWRATE (CUBIC FT PER SEC.)	ESTIMATED PEAK DAILY FLOWRATE ** (CUBIC FT PER SEC.)	RECEIVING SEWER	UPSTREAM FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	UPSTREAM FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	RECEIVING SEWER CAPACITY *** (CUBIC FT PER SEC.)	EXCESS SEWER CAPACITY (CUBIC FT PER SEC.)
46	Medical Office	1.0 per 1,000 sq. ft.	62,100 sq. ft.	62.1	18,630	0.02883	0.05765	12" in Gezon Parkway	0.83171	1.66342	1.676	0.01258
47	Bank	0.4 per 1,000 sq. ft.	2,329 sq. ft.	0.9316	279	0.00043	0.00086	8" in Gezon Parkway	0.02635	0.05271	0.766	0.71329
48	Gas Station	1 + 0.2 per pump	8 pumps	2.6	780	0.00121	0.00241	8" in Gezon Parkway	0.02515	0.05029	0.766	0.71571
49	Grocery Store	1.1 per 1,000 sq. ft.	49,779 sq. ft.	54.7569	16,427	0.02542	0.05084	8" in Health Drive	0.22377	0.44754	0.766	0.31846
50	Commercial	0.3 per 1,000 sq. ft.	16,301 sq. ft.	4.8903	1,467	0.00227	0.00454	8" in Byron Center	0.25565	0.51129	0.766	0.25471
51	Medical Office	1.0 per 1,000 sq. ft.	13,500 sq. ft.	13.5	4,050	0.00627	0.01253	8" in Village Drive	0.21820	0.43640	0.766	0.32960
52	Convalescent Home	1.0 + 0.5 per bedroom	72 bedrooms	37	11,100	0.01718	0.03435	8" in Main Street	0.18670	0.37340	0.766	0.39260
53	Hotel	0.3 per bed	232 beds	69.6	20,880	0.03231	0.06462	8" in Metro Way	0	0	0.766	0.76600
54	Commercial	0.3 per 1,000 sq. ft.	10,833 sq. ft.	3.2499	975	0.00151	0.00302	8" in Village Drive	0.21669	0.43338	0.766	0.33262
55	Retail/Restaurant	0.3 per 1,000 sq. ft. (retail) 3 per 1,000 sq. ft. (restaur.)	12,000 sq. ft. 8,000 sq. ft.	3.6 24	8,280	0.01281	0.02562	8" in Village Drive	0.20388	0.40775	0.766	0.35825

\* 1 REU = 300 gallons per day  
 \*\* Peak daily flowrate = 2x average daily flowrate  
 \*\*\* Sewer capacity is determined using Mannings Equation in accordance with 10-States Standards minimum slopes  
 \*\*\*\* Highlighted sections denote units within MHV 'Heart of the Village'

# Stormwater Analysis

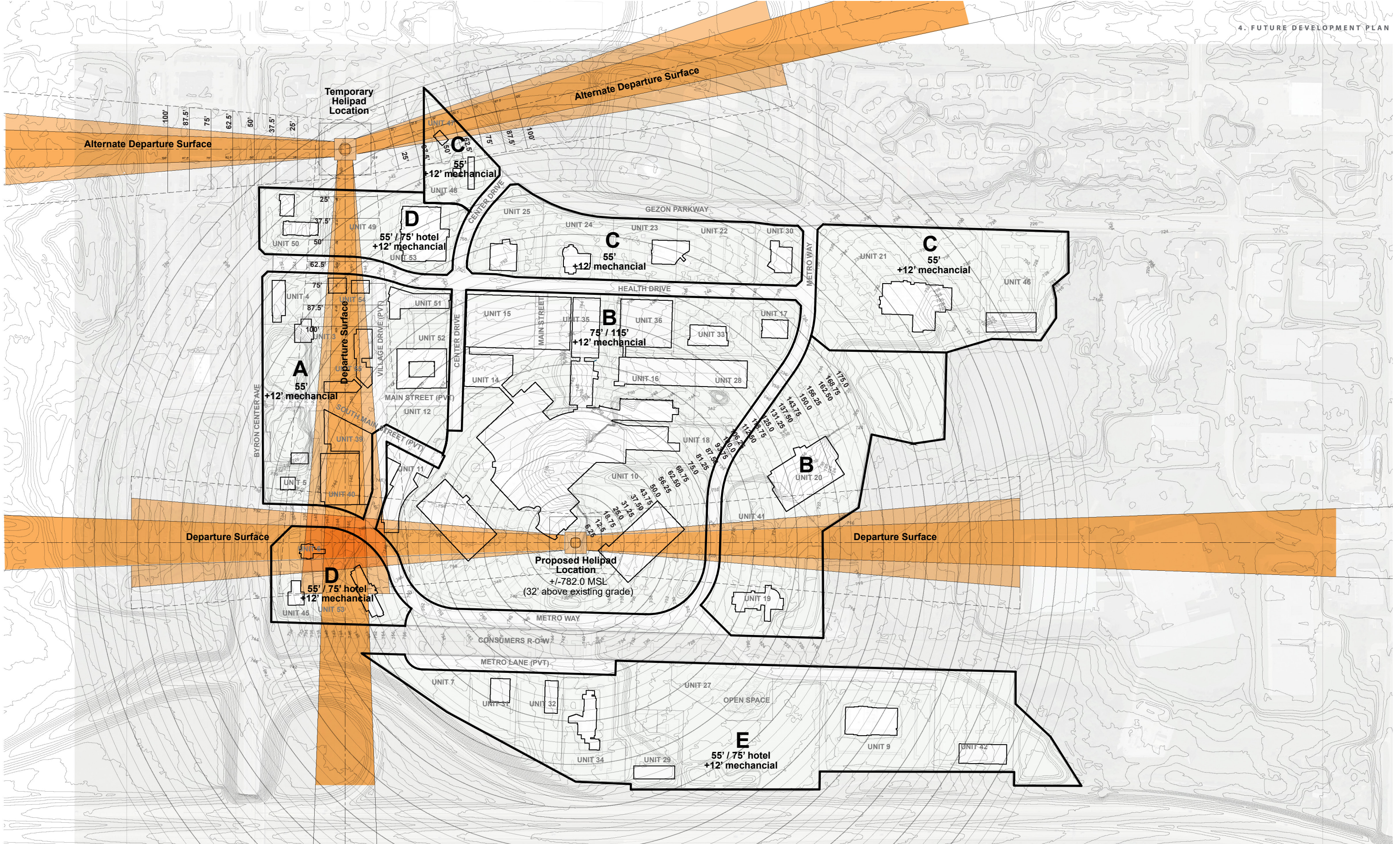
UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)	
3	Restaurant	Phase III West Detention Basin	85%	UNDEVELOPED	1.027	
4	Office/Commercial	Phase III West Detention Basin	85%	74.4%	1.363	
5	Retail	Phase III West Detention Basin	85%	UNDEVELOPED	1.322	
6	Restaurant	Phase III West Detention Basin	85%	UNDEVELOPED	1.387	
12	Open Space	Phase III West Detention Basin	85%	28.7%	1.007	
39	Residential	Phase III West Detention Basin	85%	UNDEVELOPED	1.425	
40	Retail	Phase III West Detention Basin	85%	UNDEVELOPED	1.015	
45	Bank	Phase III West Detention Basin	85%	67.7%	1.032	
49	Grocery Store	Phase III West Detention Basin	85%	UNDEVELOPED	2.349	
50	Commercial	Phase III West Detention Basin	85%	83.2%	2.077	
53	Hotel	Phase III West Detention Basin	85%	70.6%	1.372	
54	Commercial	Phase III West Detention Basin	85%	79.0%	1.000	
55	Retail/Restaurant	Phase III West Detention Basin	85%	UNDEVELOPED	1.498	
	Roads	Phase III West Detention Basin	85%	60.0%	5.018	
Total:					22.891	acres
Original Design Assumption:					27.300	acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)	
7	Surface Parking	Phase IV West Detention Basin	76%	UNDEVELOPED	1.428	
29	Medical Office	Phase IV West Detention Basin	76%	UNDEVELOPED	1.773	
31	Medical Office	Phase IV West Detention Basin	76%	UNDEVELOPED	1.948	
32	Medical Office	Phase IV West Detention Basin	76%	UNDEVELOPED	1.557	
34	Hotel	Phase IV West Detention Basin	76%	78.8%	2.953	
	Roads	Phase IV West Detention Basin	76%	60%	1.341	
Total:					11.000	acres
Original Design Assumption:					11.000	acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)	
9	Office/Commercial	Phase V West Detention Basin	77%	70.4%	5.004	
42	Medical Office	Phase V West Detention Basin	77%	UNDEVELOPED	3.905	
	Roads	Phase V West Detention Basin	77%	60.0%	0.287	
Total:					8.909	acres
Original Design Assumption:					9.800	acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)	
10	Hospital	GC-1B Region Detention Basin	38%	62.4%	27.366	
11	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.412	
14	See Unit 35	GC-1B Region Detention Basin	38%	73.1%	1.001	
15	See Unit 35	GC-1B Region Detention Basin	38%	UNDEVELOPED	2.100	
16	Medical Office	GC-1B Region Detention Basin	38%	72.9%	4.723	
17	Medical Office	GC-1B Region Detention Basin	38%	62.4%	1.284	
18	Industrial	GC-1B Region Detention Basin	38%	72.4%	1.960	
19	Medical Office	GC-1B Region Detention Basin	38%	47.8%	2.976	
20	Medical Office	GC-1B Region Detention Basin	38%	61.4%	7.194	
21	Sports Center	GC-1B Region Detention Basin	38%	57.1%	10.000	
22	See Unit 23	GC-1B Region Detention Basin	38%	74.6%	2.380	
23	Medical Office	GC-1B Region Detention Basin	38%	79.2%	1.947	
24	Medical Office	GC-1B Region Detention Basin	38%	68.4%	2.315	
25	Medical Office	GC-1B Region Detention Basin	38%	72.5%	2.448	
28	Surface Parking	GC-1B Region Detention Basin	38%	75.3%	2.233	
30	Medical Office	GC-1B Region Detention Basin	38%	74.9%	1.373	
33	Convalescent Home	GC-1B Region Detention Basin	38%	73.5%	2.181	
35	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.446	
36b	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.482	
41	See Unit 20	GC-1B Region Detention Basin	38%	61.4%	3.083	
46	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	4.138	
47	Bank	Behan-Foley Regional Detention	38%	UNDEVELOPED	1.008	
48	Gas Station	Behan-Foley Regional Detention	38%	77.8%	1.651	
49	Grocery Store	Phase III West Detention Basin	38%	76.1%	2.349	
51	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.297	
52	Convalescent Home	GC-1B Region Detention Basin	38%	80.3%	1.993	
	roads	GC-1B Region Detention Basin	38%	60.0%	15.474	
Total:					108.814	acres
Original Design Assumption:					141.000	acres

\*Highlighted sections denote units within MHV 'Heart of the Village'





# 5 TRAFFIC IMPACT ANALYSIS

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# Memorandum

**To:** Spacewerks LLC  
**From:** Brandon M. Hayes, PE, P.Eng. and Kendall A. Beck, PE  
**Date:** February 10, 2021  
**RE:** Traffic Impact Study for Metro Health Village Phase I, Wyoming, MI

ROWE Professional Services Company has completed a Traffic Impact Study (TIS) related to the development of multiple vacant properties generally bound by Health Drive in the north, Byron Center Avenue in the west, Center Drive in the east, and Metro Way/Village Drive/Main Street in the south. The subject properties are located in the City of Wyoming, MI. The current concept plan (included in the materials attached to this report) shows the following land uses and development magnitudes with an anticipated opening date in 2024:

- Unit 3: Restaurant – 4,000 square feet (SF);
- Unit 5: Retail – 10,000 SF;
- Unit 39: Mid-Rise Multifamily Housing – 80 dwelling units (DU);
- Unit 40: Retail – 10,000 SF;
- Unit 51: Medical Office Building – 13,500 SF; and
- Unit 55: Retail – 12,000 SF and Restaurant – 8,000 SF.

The proposed development will have direct access to Health Drive (via one driveway), Village Drive (via two driveways north and south of Main Street), Main Street (via two aligning driveways east of Byron Center Avenue), and Metro Way (via a right-in, right-out [RIRO] driveway). The City of Wyoming has jurisdiction over Byron Center Avenue, Metro Way, Gezon Parkway, 56<sup>th</sup> Street, and Health Drive. The Michigan Department of Transportation (MDOT) has jurisdiction over the M-6 ramps. Village Drive, Center Drive, Main Street, and South Main Street are all private roadways. This TIA was prepared to determine if any improvements would be necessary to mitigate traffic impacts to the adjacent road network. This report has been completed in accordance with the requirements specified by MDOT, Kent County, and the City of Wyoming.

## TRAFFIC IMPACT ASSESSMENT

### Traffic Counts

Turning movement counts (TMCs) were collected during the weekday AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Thursday, July 11, 2019 (prior to the onset of the COVID-19 pandemic) at the intersections of:

- Byron Center Ave. and M-6 EB Ramps (signalized);
- Byron Center Ave. and M-6 WB Ramps (signalized);
- Byron Center Ave. and 56<sup>th</sup> Street (signalized);
- Metro Way and Gezon Parkway (signalized);
- Gezon Parkway and Center Drive (unsignalized);
- Metro Way and Health Drive (unsignalized);

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- Center Drive and Health Drive (unsignalized);
- Byron Center Ave. and Health Drive (signalized);
- Byron Center Ave. and Metro Way (signalized); and
- Byron Center Ave. and Main Street (unsignalized).

Given that traffic data collection was performed in 2019, the TMC data were adjusted to reflect existing (2021) traffic conditions. A growth rate of 0.75% per year was specified by the City of Wyoming following consultation with the Grand Valley Metropolitan Council (GVMC) Metropolitan Planning Organization (MPO). This growth rate was applied for a period of two (2) years to all traffic volume data to project existing (2021) traffic volumes.

The existing (2021) adjusted peak hour turning movement counts are shown in Figure 1 attached to this memo.

**Background Traffic Scenario**

The City-specified growth rate of 0.75% was applied to the existing traffic volumes to project vehicle volumes in the development build-out year of 2024. A compounding background growth approach was taken to project background traffic volumes for the project. No additional background developments were identified for inclusion within the study area. The background traffic volumes are shown in Figure 2 attached to this memo.

**Trip Generation**

Using the information and methodologies specified in the latest version of *Trip Generation* (Trip Generation Manual, 10th Edition, 2017), ROWE forecast the weekday AM and PM peak hour trips associated with the proposed development. The results of the trip generation forecast is provided below in Table 1.

**Table 1  
 Trip Generation for Proposed Development**

Unit #	Land Use	Land Use Code	Units	AM Peak Hour			PM Peak Hour			Weekday
				In	Out	Total	In	Out	Total	
3	932	High-Turnover (Sit-Down) Restaurant	4,000 SF	22	18	40	24	15	39	449
5	820	Shopping Center	10,000 SF	5	4	9	47	52	99	1,256
39	221	Multifamily Housing (Mid-Rise)	80 DU	7	22	29	22	14	36	435
40	820	Shopping Center	10,000 SF	5	4	9	47	52	99	1,256
51	720	Medical-Dental Office Building	13,500 SF	29	9	38	13	35	48	470
55	820	Shopping Center	12,000 SF	6	5	11	54	59	113	1,422
	932	High-Turnover (Sit-Down) Restaurant	8,000 SF	44	36	80	48	30	78	897
<b>Total</b>				<b>118</b>	<b>98</b>	<b>216</b>	<b>255</b>	<b>257</b>	<b>512</b>	<b>6,185</b>
Internal Capture Reductions: 19% AM (17% In, 20% Out); 30% PM (30% In, 30% Out)				20	20	40	76	76	152	- <i>note</i>
<b>Total External Trips</b>				<b>98</b>	<b>78</b>	<b>176</b>	<b>179</b>	<b>181</b>	<b>360</b>	<b>-</b>
<i>Pass-By Rates, LUC 820: 34% PM</i>				0	0	0	66	73	139	- <i>note</i>
<i>Pass-By Rates, LUC 932: 43% PM</i>				0	0	0	31	19	50	- <i>note</i>
<b>Total Pass-By Trips</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>97</b>	<b>92</b>	<b>189</b>	<b>-</b>
<b>Total New Trips</b>				<b>98</b>	<b>78</b>	<b>176</b>	<b>82</b>	<b>89</b>	<b>171</b>	<b>-</b>

*note:* Although internal capture and pass-by trip reductions are applicable and valid throughout the weekday, ITE methodology does not provide data or calculations to determine the volume of trip reductions outside of the peak hours.

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In multi-use developments, not all the trips generated are from sources outside the boundaries of the development but are rather trips that are “internally captured” within the site. The methodology presented in *NCHRP Report 684: Enhancing Internal Trip Capture Estimation for Mixed-Use Developments* was followed to determine an appropriate internal capture rate for the proposed development. The results of this analysis indicate a 19 percent (17% in, 20% out) AM internal capture rate and a 30 percent (30% in, 30% out) PM peak hour internal capture rate for the combination of land uses. With the inclusion of the internal capture reductions, the proposed development will generate 176 external trips during the AM peak hour (98 inbound and 78 outbound) and 360 external trips during the PM peak hour (179 inbound and 181 outbound).

Not all the traffic generated by the proposed development will be new traffic added onto the adjacent roadway network. As with most mixed-use developments that include retail, residential, office, and restaurant components, a significant amount of the site-generated traffic is considered “pass-by” traffic. Pass-by trips are trips already present on the adjacent roadway network, which are interrupted to visit the site. Pass-by trips are accounted for by reducing the number of forecast new trips to be added to the roadway network; however, actual driveway volumes are not reduced. Pass-by trips are normally expressed as a percentage of trips generated by the new development. These pass-by rates are published in the ITE Trip Generation Handbook, 3rd Edition (September 2017).

The Handbook indicates a 34 percent PM peak hour pass-by rate for the commercial component of the development and 43 percent PM peak hour pass-by rate for the restaurant component. Following the application of the pass-by trip reductions, the site-generated trips can be classified as “pass-by” and “new” trips. The proposed development is expected to generate 176 total trips during the AM peak hour and 360 total trips during the PM peak hour. However, only 171 of the PM peak hour trips will be new traffic not currently using the adjacent roadway network, whose primary purpose is to visit the new development. The pass-by trips calculated for the AM and PM peak hours were applied to the proposed site driveways immediately east of Byron Center Avenue (on Health Drive, Main Street, and Metro Way), which has comparatively high traffic volumes and from where the commercial frontage is primarily visible.

### **Trip Distribution**

The existing traffic volumes were used to develop a trip distribution model for the AM and PM peak hours which was applied to the new vehicular traffic volumes that will be generated by the proposed development. Table 2 provides the probable distribution based on the existing traffic patterns.

**Table 2**  
**Trip Distribution**

Direction	Via	AM Peak Hour		PM Peak Hour	
		To	From	To	From
North	Byron Center Ave.	20%	18%	22%	17%
South	Byron Center Ave.	19%	21%	26%	18%
East	56th St. / Gezon Pkwy.	24%	13%	18%	19%
	M-6	22%	21%	12%	26%
West	56th St. / Gezon Pkwy.	9%	15%	17%	10%
	M-6	6%	12%	5%	10%
<b>Total</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

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The trip distribution model was applied to the AM and PM peak hour vehicle trips generated by the proposed development to calculate the site-generated vehicle trip assignments for the site, which are shown in Figure 3 attached to this memo. In addition, the pass-by vehicle trip assignments for the site were distributed with approximate uniformity between the northbound and southbound directions of Byron Center Avenue; the pass-by trip adjustments are shown in Figure 4 attached to this memo. The background traffic volumes were combined with the site-generated traffic volumes and the pass-by trip adjustments to obtain the total future traffic volumes, which are shown in Figure 5 attached to this memo.

**Level of Service Analysis**

Level of service (LOS) analyses for *Existing Conditions*, *Background Conditions* (without the proposed development), and *Future Conditions* (with the proposed development) for the AM and PM peak hours were performed for the intersections of:

- Byron Center Ave. and M-6 EB Ramps (signalized);
- Byron Center Ave. and M-6 WB Ramps (signalized);
- Byron Center Ave. and 56<sup>th</sup> Street (signalized);
- Metro Way and Gezon Parkway (signalized);
- Gezon Parkway and Center Drive (unsignalized);
- Metro Way and Health Drive (unsignalized);
- Center Drive and Health Drive (unsignalized);
- Byron Center Ave. and Health Drive (signalized);
- Byron Center Ave. and Metro Way (signalized); and
- Byron Center Ave. and Main Street (unsignalized).

According to the most recent edition of the *Highway Capacity Manual (6<sup>th</sup> Edition)*, LOS ranges from A to F, with LOS A representing desirable traffic operations characterized by low vehicle delays and LOS F representing extremely poor traffic operations characterized by excessive vehicle delays and long vehicle queues. LOS D or above is generally considered to be acceptable in an urban/suburban area. Table 3 presents the criteria for defining the various LOS for signalized and unsignalized intersections.

**Table 3  
 LOS Criteria**

LOS	Average Stopped Delay/Vehicle (seconds)	
	Signalized Intersection	Unsignalized Intersection
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Note: LOS D is considered acceptable in urban/suburban areas.

The results of the LOS analyses for the intersections listed above are summarized in Table 4 through Table 10.

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### Existing Conditions

The results of the LOS analysis for *Existing Conditions* indicate that most approaches of the study intersections operate at LOS D or better during the AM and PM peak hours. The results of the operational analysis for *Existing Conditions* are presented in Table 4.

**Table 4**  
**LOS Analysis for Existing Conditions**

Intersection	Control Type	Approach	AM Peak Hour		PM Peak Hour	
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D	52.2	D	40.7
		WB	D	40.2	E	63.4
		NB	D	36.3	C	28.9
		SB	C	30.2	D	37.3
		<b>Overall</b>	<b>D</b>	<b>39.0</b>	<b>D</b>	<b>41.6</b>
Gezon Pkwy. & Center Dr.	Unsignalized	EB	FREE		FREE	
		WB LT	B	10.6	A	9.0
		NB	B	13.4	B	14.5
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A	5.0	A	6.1
		WB	A	7.8	A	7.8
		NB	C	25.6	F	139.3
		SB	C	23.1	C	23.7
		<b>Overall</b>	<b>A</b>	<b>8.3</b>	<b>C</b>	<b>33.9</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D	50.2	D	53.2
		WB	D	50.2	F	91.5
		NB	C	24.6	E	66.0
		SB	C	33.2	B	15.9
		<b>Overall</b>	<b>C</b>	<b>30.7</b>	<b>D</b>	<b>51.8</b>
Center Dr. & Health Dr.	Unsignalized	EB	B	14.2	B	10.7
		WB	A	9.6	B	13.4
		NB	A	10.0	B	11.9
		SB	A	9.8	B	10.3
Metro Way & Health Dr.	Unsignalized	EB	C	15.4	C	24.1
		WB	B	14.4	B	14.5
		NB LT	A	8.2	A	7.5
		SB LT	A	7.6	A	8.3
Byron Center Ave. & Main St.	Unsignalized	EB	C	17.8	D	30.1
		WB	C	18.3	C	21.1
		NB	FREE		FREE	
		SB LT	C	19.7	D	28.2
Byron Center Ave. & Metro Way	Signalized	WB	E	61.1	E	59.9
		NB	A	9.7	B	12.7
		SB	A	5.0	A	7.2
		<b>Overall</b>	<b>B</b>	<b>10.5</b>	<b>B</b>	<b>14.1</b>
Byron Center Ave. & M-6 WB Ramps	Signalized	WB	C	25.7	C	31.6
		NB	B	13.8	B	15.4
		SB	B	11.7	B	15.3
		<b>Overall</b>	<b>B</b>	<b>17.2</b>	<b>C</b>	<b>21.4</b>
Byron Center Ave. & M-6 EB Ramps	Signalized	EB	C	22.9	C	26.0
		NB	B	10.9	A	7.8
		SB	A	9.1	B	10.0
		<b>Overall</b>	<b>B</b>	<b>14.6</b>	<b>B</b>	<b>12.4</b>

Several approaches operate at LOS E or F, as follows:

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*Byron Center Ave. & 56th St./Gezon Pkwy.*

- The WB approach operates at LOS E during the PM peak hour.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- The NB approach operates at LOS F during the PM peak hour.

*Byron Center Ave. & Health Dr.*

- The WB approach operates at LOS F during the PM peak hour.
- The NB approach operates at LOS E during the PM peak hour.

*Byron Center Ave. & Metro Way*

- The WB approach operates at LOS E during both the AM and PM peak hours.

The following observations were made, and improvements were recommended (if and where appropriate), following the **Existing Conditions** analysis at the above-noted locations:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Significant vehicle congestion was noted on both the NB approach (specifically, at the left turn movement) and the WB approach during the PM peak hour at this location. Geometric improvements are required at this intersection to add capacity and better distribute that capacity across all approaches and movements. Specifically, the addition of a dual left turn lane on the northbound approach would allow the high volume of left-turning vehicles to be appropriately processed each signal cycle. This improvement may be feasible without additional road widening on the northbound approach; the removal of the hatched painted median separating northbound through traffic and northbound left-turning vehicles, as well as the removal of the elevated concrete median dividing northbound and southbound traffic, may provide enough width to install dual left turn lanes. However, this improvement would require widening of the westbound departing lane (west of the intersection) to a two-lane cross-section before narrowing back down to one lane farther west. The northbound dual left turn movement would need to operate as a protected-only movement. Additional green time would then be available to assign to the westbound phases, reducing vehicle delays and queues on that approach, and the existing cycle length of 110 seconds could be maintained.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- A reassignment of green time at this location would provide additional vehicle capacity at the northbound approach. A signal timing adjustment would allow all approaches and movements to operate at LOS D or better during the PM peak hour while maintaining the existing cycle length of 55 seconds.

*Byron Center Ave. & Health Dr.*

- Significant vehicle congestion was noted on the WB approach during the PM peak hour at this location. Capacity improvements are required to process the high volume of westbound left-turning vehicles. A westbound dual left turn lane appears to be feasible at this intersection. The removal of the existing painted median separating eastbound-westbound traffic should allow for the restriping of the pavement as a dual left turn lane. The westbound dual left turn movement would need to operate as a protected-only movement. The existing cycle length of 110 seconds could be maintained.

*Byron Center Ave. & Metro Way*

- This signalized intersection has a push-button-actuated exclusive pedestrian crossing phase. The actuation of this pedestrian phase, wherein all vehicle approaches and movements are stopped while pedestrians complete the crossing, incurs additional vehicle delays. This pedestrian-exclusive phase has been programmed by the City to provide

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additional safety benefits to this designated crossing of the M-6 Trail. The City has decided to prioritize pedestrian safety above vehicle operations and progression. There may be future opportunities to move this crossing location and reduce out-of-way travel for trail users, who must travel northward away from the M-6 right-of-way (where the trail is generally located) to cross at the intersection of Byron Center Ave. and Metro Way. A future pedestrian crossing of Byron Center Ave., possibly via construction of a pedestrian tunnel or pedestrian overpass, may better serve the needs of existing trail users while also reducing vehicle delays and queues at the intersection of Byron Center Ave. and Metro Way. Understanding that the City is not likely to remove the pedestrian-exclusive phasing at this location, an improvement scenario was nevertheless analyzed wherein this pedestrian phase was removed to assess what impact this change would have on vehicle operations.

### **Existing Conditions with Improvements**

The above-listed ***Existing Conditions*** improvements (which are required in the ***current day***) were incorporated into the Synchro models as follows:

#### ***Byron Center Ave. & 56th St./Gezon Pkwy.***

- Dual left turn lanes at the northbound left turn movement.

#### ***Gezon Pkwy. & Metro Way/Gezon Ct.***

- Signal timing optimization.

#### ***Byron Center Ave. & Health Dr.***

- Dual left turn lanes at the westbound left turn movement.

#### ***Byron Center Ave. & Metro Way***

- Removal of the existing pedestrian-exclusive phase.

The results of the LOS analysis for ***Existing Conditions with Improvements*** indicate that nearly all approaches of the study intersections operate at LOS D or better during the AM and PM peak hours. It should be noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continue to operate at LOS E. This is a function of the relatively long cycle length (110 seconds) and the prioritization of progression on the Byron Center Ave. corridor. Byron Center Ave. carries significantly higher vehicle volumes than the minor street approaches at this intersection; further reducing green time allotted to the NB and SB Byron Center phases would be a detriment to overall traffic operations throughout the corridor and the analysis network. It is not recommended that additional green time be given to the EB and WB minor street approaches at the expense of the predominant vehicle movements at the NB and SB approaches of Byron Center Ave. The results of the operational analysis for ***Existing Conditions with Improvements*** are presented in Table 5.

**Table 5**  
**LOS Analysis for Existing Conditions with Improvements**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 52.2	D 40.7
		WB	D 40.2	D 47.1
		NB	D 36.3	C 23.6
		SB	C 30.2	D 52.0
		<b>Overall</b>	<b>D 39.0</b>	<b>D 39.0</b>
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A 5.0	A 8.5
		WB	A 7.8	B 11.0
		NB	C 25.6	D 40.8
		SB	C 23.1	C 21.3
		<b>Overall</b>	<b>A 8.3</b>	<b>B 16.3</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 56.0
		WB	D 50.2	E 55.8
		NB	C 24.6	C 22.3
		SB	C 33.2	B 11.6
		<b>Overall</b>	<b>C 30.7</b>	<b>C 25.6</b>
Byron Center Ave. & Metro Way	Signalized	WB	D 51.8	D 52.0
		NB	A 0.3	A 0.5
		SB	A 0.2	A 0.3
		<b>Overall</b>	<b>A 3.2</b>	<b>A 4.6</b>

Following the analysis of *Existing Conditions with Improvements* and subsequent consultation with the City regarding potential feasibility, ROWE was asked to analyze a supplementary roadway improvement scenario. In this scenario, Byron Center Avenue would be widened to six lanes from the existing six-lane cross-section in the south (terminating at Health Drive) northward to north of 56<sup>th</sup> Street/Gezon Parkway. This improvement was suggested by the City in lieu of the northbound dual left turn lane improvement recommended herein. The City stated their preference for widening on Byron Center Avenue as opposed to widening on 56<sup>th</sup> Street; the 56<sup>th</sup> Street widening would have been required for the westbound departing lane(s) to facilitate a northbound dual left turn lane movement.

The results of the LOS analysis for *Existing Conditions with Improvements – 3-Lane Byron Center* indicate that nearly all approaches of the affected study intersections operate at LOS D or better during the AM and PM peak hours. It should be noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continue to operate at LOS E. The results of the operational analysis for *Existing Conditions with Improvements – 3-Lane Byron Center* are presented in Table 6.

**Table 6**  
**LOS Analysis for Existing Conditions with Improvements – 3-Lane Byron Center**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 52.2	D 36.4
		WB	D 40.2	D 47.5
		NB	C 33.7	C 24.1
		SB	C 26.6	D 35.1
		<b>Overall</b>	<b>D 37.1</b>	<b>C 34.6</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 58.5
		WB	D 50.2	E 56.6
		NB	C 25.0	D 46.6
		SB	C 33.4	B 17.3
		<b>Overall</b>	<b>C 31.0</b>	<b>D 38.6</b>

**Background Conditions**

The results of the LOS analysis for *Background Conditions* indicate that most approaches of the study intersections continue to operate at LOS D or better during the AM and PM peak hours. The results of the operational analysis for *Background Conditions (without the proposed development)* are presented in Table 7.

**Table 7**  
**LOS Analysis for Background Conditions**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 53.7	D 41.0
		WB	D 40.4	E 66.9
		NB	D 36.6	C 31.1
		SB	C 30.6	D 37.9
		<b>Overall</b>	<b>D 39.6</b>	<b>D 43.5</b>
Gezon Pkwy. & Center Dr.	Unsignalized	EB	FREE	FREE
		WB LT	B 10.7	A 9.0
		NB	B 13.6	B 14.8
		SB	C 23.0	C 23.7
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A 5.1	A 6.2
		WB	A 8.2	A 8.0
		NB	C 25.6	F 147.8
		SB	C 23.0	C 23.7
		<b>Overall</b>	<b>A 8.5</b>	<b>D 35.7</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	D 53.3
		WB	D 50.2	F 95.9
		NB	C 24.9	E 72.9
		SB	C 33.5	B 16.2
		<b>Overall</b>	<b>C 31.0</b>	<b>E 55.6</b>
Center Dr. & Health Dr.	Unsignalized	EB	B 14.6	B 10.8
		WB	A 9.7	B 13.9
		NB	B 10.1	B 12.1
		SB	A 9.9	B 10.4
Metro Way & Health Dr.	Unsignalized	EB	C 15.6	D 25.3
		WB	B 14.7	B 14.8
		NB LT	A 8.2	A 7.5
		SB LT	A 7.6	A 8.3
Byron Center Ave. & Main St.	Unsignalized	EB	C 18.3	D 31.8
		WB	C 18.6	C 21.7
		NB	FREE	FREE
		SB LT	C 20.2	D 29.3
Byron Center Ave. & Metro Way	Signalized	WB	E 61.1	E 59.9
		NB	A 9.8	B 12.9
		SB	A 5.1	A 7.3
		<b>Overall</b>	<b>B 10.6</b>	<b>B 14.3</b>
Byron Center Ave. & M-6 WB Ramps	Signalized	WB	C 26.9	D 35.2
		NB	B 14.2	B 15.6
		SB	B 11.9	B 15.6
		<b>Overall</b>	<b>B 17.8</b>	<b>C 22.9</b>
Byron Center Ave. & M-6 EB Ramps	Signalized	EB	C 23.1	C 26.4
		NB	B 11.3	A 7.9
		SB	A 9.3	B 10.4
		<b>Overall</b>	<b>B 14.9</b>	<b>B 12.7</b>

Several approaches continue to operate at LOS E or F, as follows:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- The WB approach continues to operate at LOS E during the PM peak hour.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- The NB approach continues to operate at LOS F during the PM peak hour.

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*Byron Center Ave. & Health Dr.*

- The WB approach continues to operate at LOS F during the PM peak hour.
- The NB approach continues to operate at LOS E during the PM peak hour.
- The overall intersection now operates at LOS E.

*Byron Center Ave. & Metro Way*

- The WB approach continues to operate at LOS E during both the AM and PM peak hours.

The following observations were made, and improvements were recommended (if and where appropriate), following the **Background Conditions (without the proposed development)** analysis at the above-noted locations:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Operations are similar to *Existing Conditions*. No further improvements are recommended at this location.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- Operations are similar to *Existing Conditions*. No further improvements are recommended at this location.

*Byron Center Ave. & Health Dr.*

- Operations are similar to *Existing Conditions*. No further improvements are recommended at this location.

*Byron Center Ave. & Metro Way*

- Operations are similar to *Existing Conditions*. No further improvements are recommended at this location.

**Background Conditions with Improvements**

No additional background improvements were recommended following the analysis of **Background Conditions**. Thusly, the aforementioned **Existing Conditions** improvements (which are required in the **current day**) were incorporated into the Synchro models as follows:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Dual left turn lanes at the northbound left turn movement.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- Signal timing optimization.

*Byron Center Ave. & Health Dr.*

- Dual left turn lanes at the westbound left turn movement.

*Byron Center Ave. & Metro Way*

- Removal of the existing pedestrian-exclusive phase.

The results of the LOS analysis for *Background Conditions with Improvements* indicate that nearly all approaches of the study intersections operate at LOS D or better during the AM and PM peak hours. It is again noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continues to operate at LOS E. This remains a function of the relatively long cycle length (110 seconds) and the prioritization of progression on the Byron Center Ave. corridor. The results of the operational analysis for *Background Conditions with Improvements* are presented in Table 8.

**Table 8**  
**LOS Analysis for Background Conditions with Improvements**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 53.7	D 41.0
		WB	D 40.4	D 43.8
		NB	D 36.6	C 24.9
		SB	C 30.6	D 50.7
		<b>Overall</b>	<b>D 39.6</b>	<b>D 38.3</b>
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A 5.1	A 8.6
		WB	A 8.2	B 11.2
		NB	C 25.6	D 44.4
		SB	C 23.0	C 21.5
		<b>Overall</b>	<b>A 8.5</b>	<b>B 17.1</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 56.2
		WB	D 50.2	E 56.1
		NB	C 24.9	C 25.9
		SB	C 33.5	B 11.9
		<b>Overall</b>	<b>C 31.0</b>	<b>C 27.3</b>
Byron Center Ave. & Metro Way	Signalized	WB	D 51.9	D 52.0
		NB	A 0.3	A 0.4
		SB	A 0.2	A 0.3
		<b>Overall</b>	<b>A 3.2</b>	<b>A 4.6</b>

Following the analysis of *Background Conditions with Improvements*, ROWE again analyzed a supplementary roadway improvement scenario wherein Byron Center Avenue would be widened to six lanes. The results of the LOS analysis for *Background Conditions with Improvements – 3-Lane Byron Center* indicate that nearly all approaches of the affected study intersections operate at LOS D or better during the AM and PM peak hours. It should be noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continue to operate at LOS E. The results of the operational analysis for *Background Conditions with Improvements – 3-Lane Byron Center* are presented in Table 9.

**Table 9**  
**LOS Analysis for Background Conditions with Improvements – 3-Lane Byron Center**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 40.8	C 34.7
		WB	C 35.0	D 43.8
		NB	D 40.4	C 24.7
		SB	C 31.4	D 41.7
		<b>Overall</b>	<b>D 36.9</b>	<b>D 35.2</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 57.2
		WB	D 47.5	E 59.3
		NB	D 42.2	D 45.7
		SB	D 41.2	B 16.5
		<b>Overall</b>	<b>D 42.5</b>	<b>D 38.2</b>

### **Future Conditions**

The results of the LOS analysis for *Future Conditions* indicate that most approaches of the study intersections continue to operate at LOS D or better during the AM and PM peak hours. The results of the operational analysis for *Future Conditions* are presented in Table 10.

**Table 10**  
**LOS Analysis for Future Conditions**

Intersection	Control Type	Approach	AM Peak Hour		PM Peak Hour	
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	E	55.9	D	41.2
		WB	D	40.6	E	67.0
		NB	D	37.0	D	35.1
		SB	C	31.0	D	38.5
		<b>Overall</b>	<b>D</b>	<b>40.5</b>	<b>D</b>	<b>45.0</b>
Gezon Pkwy. & Center Dr.	Unsignalized	EB	FREE		FREE	
		WB LT	B	10.7	A	9.1
		NB	B	13.8	B	14.9
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A	5.3	A	6.2
		WB	A	8.5	A	8.1
		NB	C	26.0	F	157.0
		SB	C	22.9	C	23.7
		<b>Overall</b>	<b>A</b>	<b>8.8</b>	<b>D</b>	<b>37.7</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D	50.2	D	53.3
		WB	D	50.6	F	142.6
		NB	C	25.0	E	69.5
		SB	C	34.0	B	16.8
		<b>Overall</b>	<b>C</b>	<b>31.6</b>	<b>E</b>	<b>63.2</b>
Center Dr. & Health Dr.	Unsignalized	EB	B	14.6	B	11.0
		WB	A	9.8	B	14.2
		NB	B	10.2	B	12.3
		SB	B	10.1	B	10.7
Metro Way & Health Dr.	Unsignalized	EB	C	15.8	D	26.5
		WB	B	14.8	C	15.0
		NB LT	A	8.2	A	7.6
		SB LT	A	7.6	A	8.3
Byron Center Ave. & Main St.	Unsignalized	EB	C	18.8	D	32.0
		WB	C	19.0	C	24.3
		NB	FREE		FREE	
		SB LT	C	21.8	E	39.1
Byron Center Ave. & Metro Way	Signalized	WB	E	61.0	E	60.5
		NB	B	10.2	B	13.9
		SB	A	5.3	A	7.9
		<b>Overall</b>	<b>B</b>	<b>11.1</b>	<b>B</b>	<b>15.7</b>
Byron Center Ave. & M-6 WB Ramps	Signalized	WB	C	29.0	D	39.3
		NB	B	14.9	B	16.0
		SB	B	12.2	B	15.8
		<b>Overall</b>	<b>B</b>	<b>18.8</b>	<b>C</b>	<b>24.5</b>
Byron Center Ave. & M-6 EB Ramps	Signalized	EB	C	23.6	C	26.5
		NB	B	11.7	A	8.1
		SB	A	9.6	B	10.8
		<b>Overall</b>	<b>B</b>	<b>15.3</b>	<b>B</b>	<b>12.9</b>

Several movements and approaches continue to operate at LOS E or F, as follows:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- The EB approach now operates at LOS E during the AM peak hour.
- The WB approach continues to operate at LOS E during the PM peak hour.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

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- The NB approach continues to operate at LOS F during the PM peak hour.

*Byron Center Ave. & Health Dr.*

- The WB approach continues to operate at LOS F during the PM peak hour.
- The NB approach continues to operate at LOS E during the PM peak hour.
- The overall intersection continues to operate at LOS E.

*Byron Center Ave. & Metro Way*

- The WB approach continues to operate at LOS E during both the AM and PM peak hours.

The following observations were made, and improvements were recommended (if and where appropriate), following the **Future Conditions (with the proposed development)** analysis at the above-noted locations:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Operations are similar to *Background Conditions*. No further improvements are recommended at this location.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- Operations are similar to *Background Conditions*. No further improvements are recommended at this location.

*Byron Center Ave. & Health Dr.*

- Operations are similar to *Background Conditions*. No further improvements are recommended at this location.

*Byron Center Ave. & Metro Way*

- Operations are similar to *Background Conditions*. No further improvements are recommended at this location.

**Future Conditions with Improvements**

No additional future improvements were recommended following the analysis of **Future Conditions**. Thusly, the aforementioned **Existing Conditions** improvements (which are required in the **current day**) were incorporated into the Synchro models as follows:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Dual left turn lanes at the northbound left turn movement.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- Signal timing optimization.

*Byron Center Ave. & Health Dr.*

- Dual left turn lanes at the westbound left turn movement.

*Byron Center Ave. & Metro Way*

- Removal of the existing pedestrian-exclusive phase.

The results of the LOS analysis for *Future Conditions with Improvements* indicate that nearly all approaches of the study intersections operate at LOS D or better during the AM and PM peak hours. It is again noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continue to operate at LOS E. This remains a function of the relatively long cycle length (110 seconds) and the prioritization of progression on the Byron Center Ave. corridor. The results of the operational analysis for *Future Conditions with Improvements* are presented in Table 11.

**Table 11**  
**LOS Analysis for Future Conditions with Improvements**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 49.1	D 36.8
		WB	D 41.2	D 46.4
		NB	D 39.4	C 25.3
		SB	D 40.7	D 46.6
		<b>Overall</b>	<b>D 42.6</b>	<b>D 37.5</b>
Gezon Pkwy. & Metro Way/Gezon Ct.	Signalized	EB	A 5.3	A 8.6
		WB	A 8.5	B 11.3
		NB	C 26.0	D 48.8
		SB	C 22.9	C 21.7
		<b>Overall</b>	<b>A 8.8</b>	<b>B 18.1</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 56.2
		WB	D 50.6	E 55.1
		NB	C 25.0	D 38.1
		SB	C 34.0	B 13.8
		<b>Overall</b>	<b>C 31.6</b>	<b>C 33.6</b>
Byron Center Ave. & Metro Way	Signalized	WB	D 52.6	D 50.7
		NB	A 0.3	A 0.4
		SB	A 0.2	A 0.3
		<b>Overall</b>	<b>A 3.5</b>	<b>A 5.1</b>

Following the analysis of *Future Conditions with Improvements*, ROWE again analyzed a supplementary roadway improvement scenario wherein Byron Center Avenue would be widened to six lanes. The results of the LOS analysis for *Future Conditions with Improvements – 3-Lane Byron Center* indicate that nearly all approaches of the affected study intersections operate at LOS D or better during the AM and PM peak hours. It should be noted that the EB and WB approaches at the intersection of Byron Center Ave. and Health Dr. continue to operate at LOS E. The results of the operational analysis for *Future Conditions with Improvements – 3-Lane Byron Center* are presented in Table 12.

**Table 12**  
**LOS Analysis for Future Conditions with Improvements – 3-Lane Byron Center**

Intersection	Control Type	Approach	AM Peak Hour	PM Peak Hour
Byron Center Ave. & 56th St./Gezon Pkwy.	Signalized	EB	D 42.2	D 34.7
		WB	D 35.4	D 43.8
		NB	D 40.5	C 24.7
		SB	C 31.4	D 41.7
		<b>Overall</b>	<b>D 37.4</b>	<b>D 35.2</b>
Byron Center Ave. & Health Dr.	Signalized	EB	D 50.2	E 57.4
		WB	D 47.8	E 62.9
		NB	D 40.4	D 44.9
		SB	D 40.7	B 18.8
		<b>Overall</b>	<b>D 41.5</b>	<b>D 39.7</b>

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### **Conclusions and Recommendations of the TIS**

The proposed project consists of the following land uses and development magnitudes with an anticipated opening date in 2024:

- Unit 3: Restaurant – 4,000 SF;
- Unit 5: Retail – 10,000 SF;
- Unit 39: Mid-Rise Multifamily Housing – 80 DU;
- Unit 40: Retail – 10,000 SF;
- Unit 51: Medical Office Building – 13,500 SF; and
- Unit 55: Retail – 12,000 SF and Restaurant – 8,000 SF.

The proposed development will have direct access to Health Drive (via one driveway), Village Drive (via two driveways north and south of Main Street), Main Street (via two aligning driveways east of Byron Center Avenue), and Metro Way (via a RIRO driveway). The proposed development is expected to generate 176 new vehicle trips during the AM peak hour (98 inbound trips and 78 outbound trips) and 171 new vehicle trips during the PM peak hour (82 inbound trips and 89 outbound trips). In addition, the proposed development is expected to attract 189 pass-by trips during the PM peak hour.

An operational analysis was performed for *Existing Conditions*, *Background Conditions (without the proposed development)*, and *Future Conditions (with the proposed development)* for the intersections of:

- Byron Center Ave. and M-6 EB Ramps (signalized);
- Byron Center Ave. and M-6 WB Ramps (signalized);
- Byron Center Ave. and 56<sup>th</sup> Street (signalized);
- Metro Way and Gezon Parkway (signalized);
- Gezon Parkway and Center Drive (unsignalized);
- Metro Way and Health Drive (unsignalized);
- Center Drive and Health Drive (unsignalized);
- Byron Center Ave. and Health Drive (signalized);
- Byron Center Ave. and Metro Way (signalized); and
- Byron Center Ave. and Main Street (unsignalized).

The operational analysis indicated that most approaches of the study intersections would operate at LOS D or better during both the AM and PM peak hours under *Existing Conditions*, *Background Conditions*, and *Future Conditions*. However, the following deficiencies were noted in the **current day**:

#### *Byron Center Ave. & 56th St./Gezon Pkwy.*

- Significant vehicle congestion was noted on both the NB approach (specifically, at the left turn movement) and the WB approach during the PM peak hour at this location. Geometric improvements are required at this intersection to add capacity and better distribute that capacity across all approaches and movements.

#### *Gezon Pkwy. & Metro Way/Gezon Ct.*

- A reassignment of green time at this location would provide additional vehicle capacity at the northbound approach while maintaining the existing cycle length of 55 seconds.

#### *Byron Center Ave. & Health Dr.*

- Significant vehicle congestion was noted on the WB approach during the PM peak hour at this location. Capacity improvements are required to process the high volume of westbound left-turning vehicles.

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*Byron Center Ave. & Metro Way*

- This signalized intersection has a push-button-actuated exclusive pedestrian crossing phase. The actuation of this pedestrian phase, wherein all vehicle approaches and movements are stopped while pedestrians complete the crossing, incurs additional vehicle delays.

The following feasible improvements should be considered for implementation in the **current day** to allow all approaches and movements at the study intersections to operate acceptably:

*Byron Center Ave. & 56th St./Gezon Pkwy.*

- Dual left turn lanes should be constructed at the northbound left turn movement while maintaining the existing cycle length of 110 seconds.

*Gezon Pkwy. & Metro Way/Gezon Ct.*

- Signal timing optimization should be completed at the intersection while maintaining the existing cycle length of 55 seconds.

*Byron Center Ave. & Health Dr.*

- Dual left turn lanes should be installed at the westbound left turn movement while maintaining the existing cycle length of 110 seconds.

*Byron Center Ave. & Metro Way*

- The removal of the existing pedestrian-exclusive phase may provide benefits to vehicle delays experienced on all approaches (especially on the westbound approach).

Alternatively, the following feasible improvement could be considered for implementation in the **current day**:

*Byron Center Ave.*

- Widen Byron Center Avenue to six lanes from the existing six-lane cross-section in the south (terminating at Health Drive) northward to north of 56th Street/Gezon Parkway. This improvement would allow most approaches and movements at the intersections of *Byron Center Ave. & 56th St./Gezon Pkwy.* and *Byron Center Ave. & Health Dr.* to operate acceptably.

The *Background Conditions* analysis indicated that no additional improvements are recommended in the 2024 horizon year (**without the proposed development**).

The *Future Conditions* analysis indicated that no additional improvements are recommended in the 2024 horizon year (**with the proposed development**).

Overall, the proposed project does not have a significant impact at the study intersections on the surrounding road network. The transportation infrastructure improvements identified in this report are required in the **current day**. If these improvements are implemented prior to the completion of the development, then no additional improvements will be required to support the development at full build-out.

Attachments

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**See Exhibit A for Full Traffic Impact Study Report**

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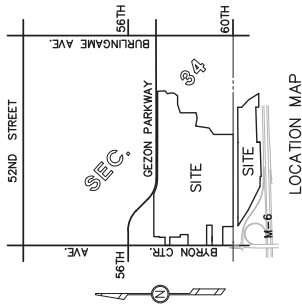
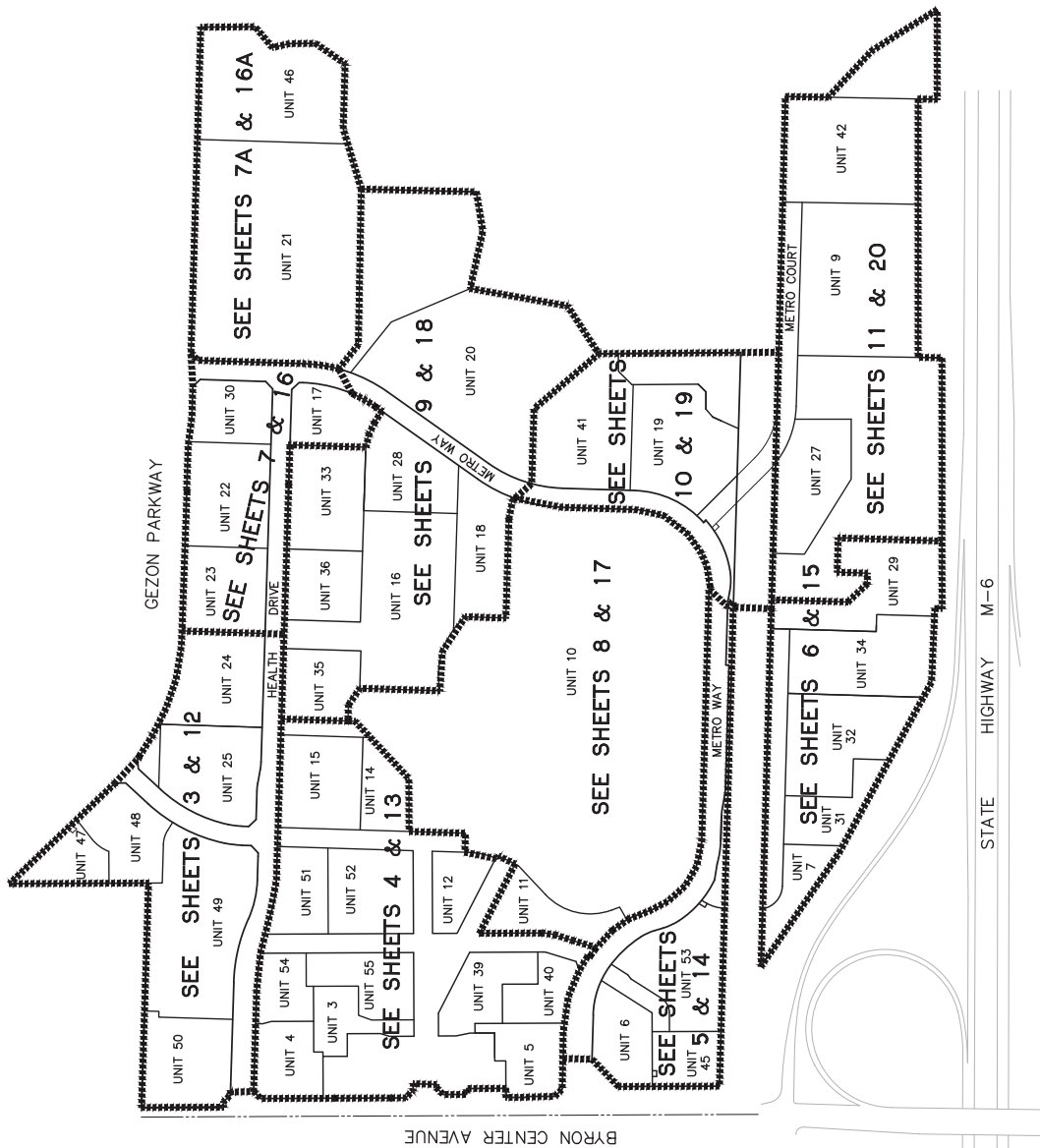
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DOCUMENTS**

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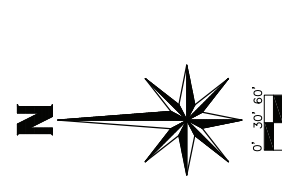


**PRELIMINARY**

- PROPOSED JUNE 6, 2005
- AMENDED JAN. 11, 2006
- AMENDED MARCH 24, 2006
- AMENDED OCT. 23, 2006
- AMENDED FEB. 9, 2007
- AMENDED OCT. 3, 2007
- AMENDED DEC. 20, 2007
- AMENDED MAR. 10, 2010
- AMENDED AUG. 31, 2011
- AMENDED MAY 19, 2014
- AMENDED AUG. 16, 2017
- AMENDED JULY 25, 2018
- AMENDED FEB. 8, 2019

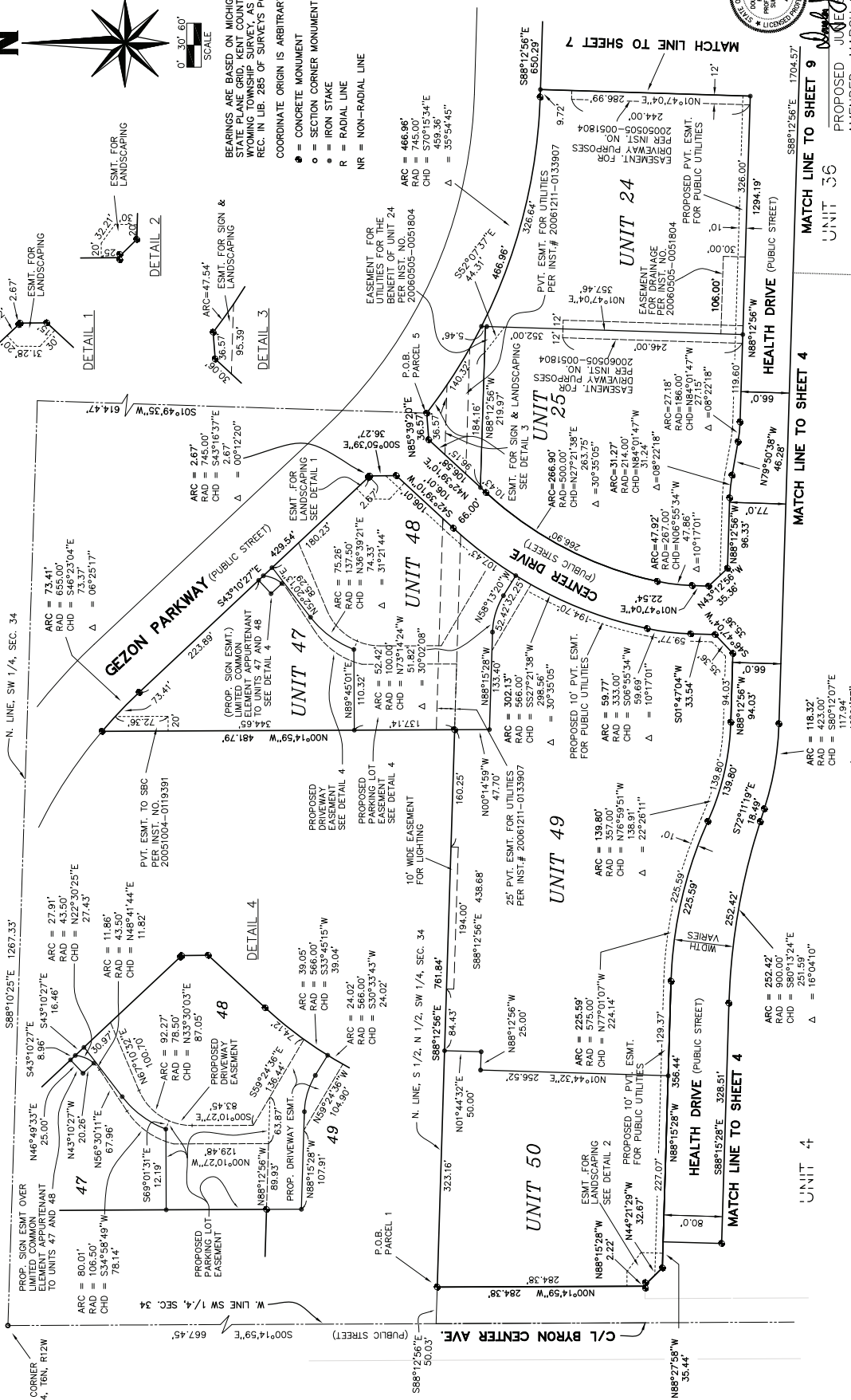
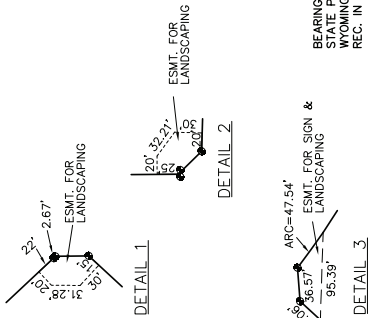
**COMPOSITE PLAN  
METRO HEALTH VILLAGE**  
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 2

STATE HIGHWAY M-6



BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP SURVEY, AS REC. IN LIB. 285 OF SURVEYS PG. 24  
 COORDINATE ORIGIN IS ARBITRARY

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE



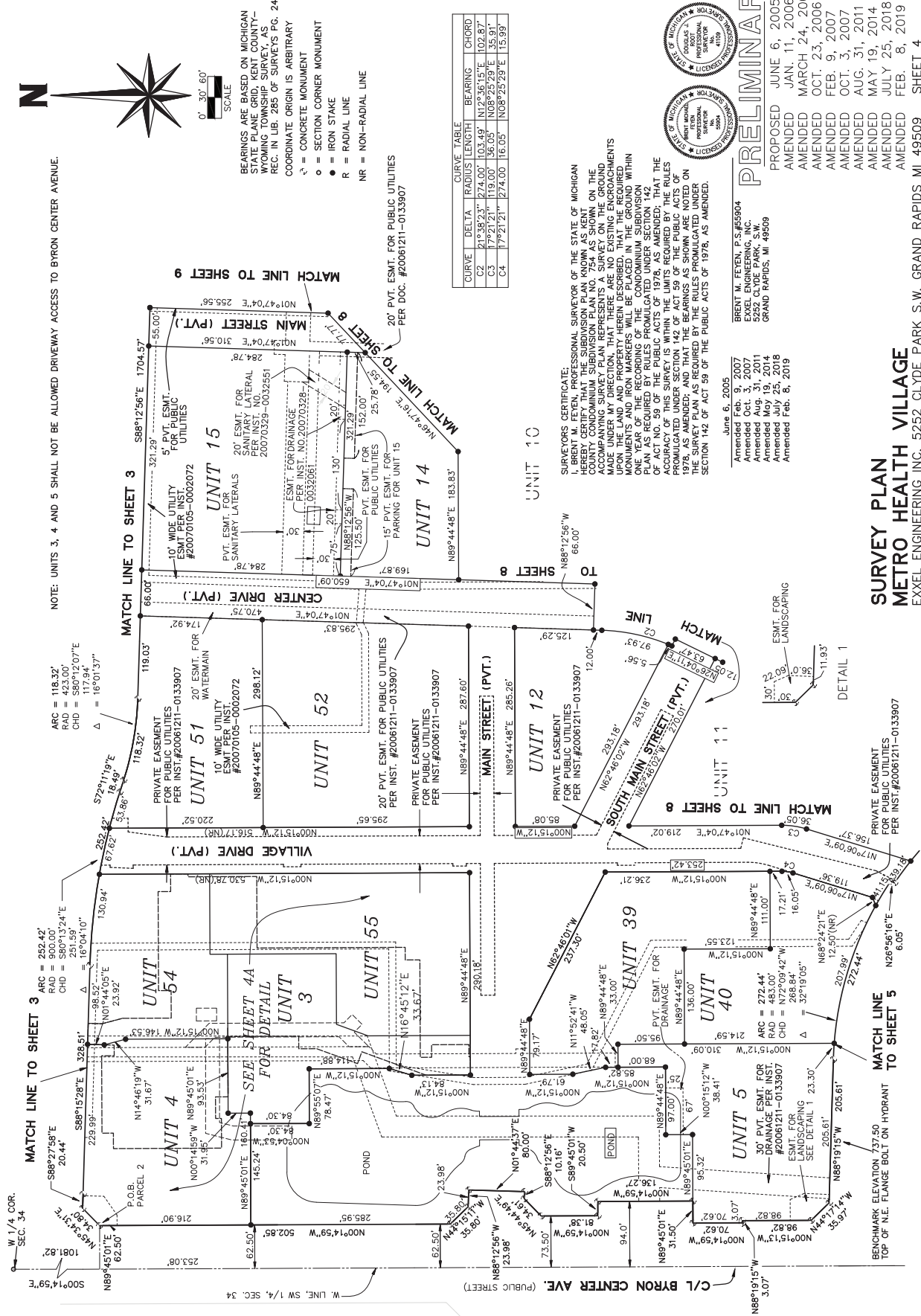
PROPOSED  
 JUNE 24, 2005  
 AMENDED  
 MARCH 24, 2006  
 AMENDED  
 OCT. 23, 2006  
 AMENDED  
 FEB. 9, 2007  
 AMENDED  
 AUG. 31, 2011

**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

NOTES: UNIT 50 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO BYRON CENTER AVENUE.  
 UNITS 24 AND 25 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO GEZON PARKWAY.



NOTE: UNITS 3, 4 AND 5 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO BYRON CENTER AVENUE.



CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C2	21°35'23"	274.00'	103.49'	N12°36'15"E	102.87'
C3	7°21'21"	119.00'	36.05'	N08°25'29"E	35.91'
C4	17°21'21"	274.00'	16.05'	N08°25'29"E	15.99'

**SURVEYOR'S CERTIFICATE:**  
 I, BRENT M. FEYEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 754 AS SHOWN ON THE ACCOMPANYING SURVEY PLAN REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS OR MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING OF THE CONDOMINIUM SUBDIVISION PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 209 OF THE PUBLIC ACTS OF 1978, AS AMENDED, AND THE RULES OF PRACTICE OF THE PROFESSION OF SURVEYING AS AMENDED, THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, AND THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

June 6, 2005  
 Amended Feb. 9, 2007  
 Amended Oct. 3, 2007  
 Amended Aug. 31, 2011  
 Amended May 19, 2014  
 Amended July 25, 2018  
 Amended Feb. 6, 2019

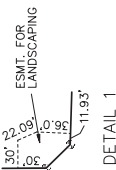
**PRELIMINARY**

PROPOSED JUNE 6, 2005  
 AMENDED JAN. 11, 2006  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED OCT. 3, 2007  
 AMENDED AUG. 31, 2011  
 AMENDED MAY 19, 2014  
 AMENDED JULY 25, 2018  
 AMENDED FEB. 8, 2019  
 SHEET 4

**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

BRENT M. FEYEN, P.S.#5904  
 EXCEL ENGINEERING, INC.  
 5252 CLYDE PARK, S.W.  
 GRAND RAPIDS, MI 49509

Amended Feb. 9, 2007  
 Amended Oct. 3, 2007  
 Amended Aug. 31, 2011  
 Amended May 19, 2014  
 Amended July 25, 2018  
 Amended Feb. 6, 2019



PRIVATE EASEMENT FOR PUBLIC UTILITIES PER INST. #20061211-0133907

BENCHMARK ELEVATION 737.50  
 TOP OF N.E. FLANGE BOLT ON HYDRANT

W 1/4 COR. SEC. 34

W. LINE, SW 1/4, SEC. 34

C/L BYRON CENTER AVE. (PUBLIC STREET)

MATCH LINE TO SHEET 5

VILLAGE DRIVE (PVT.)

MATCH LINE TO SHEET 3

MATCH LINE TO SHEET 9

MATCH LINE TO SHEET 8

SOUTH MAIN STREET (PVT.)

MATCH LINE TO SHEET 8

UNIT 10

UNIT 14

UNIT 15

UNIT 52

UNIT 12

UNIT 54

UNIT 55

UNIT 39

UNIT 40

UNIT 5

UNIT 3

UNIT 4

UNIT 4A

UNIT 4B

UNIT 4C

UNIT 4D

UNIT 4E

UNIT 4F

UNIT 4G

UNIT 4H

UNIT 4I

UNIT 4J

UNIT 4K

UNIT 4L

UNIT 4M

UNIT 4N

UNIT 4O

UNIT 4P

UNIT 4Q

UNIT 4R

UNIT 4S

UNIT 4T

UNIT 4U

UNIT 4V

UNIT 4W

UNIT 4X

UNIT 4Y

UNIT 4Z

UNIT 4AA

UNIT 4AB

UNIT 4AC

UNIT 4AD

UNIT 4AE

UNIT 4AF

UNIT 4AG

UNIT 4AH

UNIT 4AI

UNIT 4AJ

UNIT 4AK

UNIT 4AL

UNIT 4AM

UNIT 4AN

UNIT 4AO

UNIT 4AP

UNIT 4AQ

UNIT 4AR

UNIT 4AS

UNIT 4AT

UNIT 4AU

UNIT 4AV

UNIT 4AW

UNIT 4AX

UNIT 4AY

UNIT 4AZ

UNIT 4BA

UNIT 4BB

UNIT 4BC

UNIT 4BD

UNIT 4BE

UNIT 4BF

UNIT 4BG

UNIT 4BH

UNIT 4BI

UNIT 4BJ

UNIT 4BK

UNIT 4BL

UNIT 4BM

UNIT 4BN

UNIT 4BO

UNIT 4BP

UNIT 4BQ

UNIT 4BR

UNIT 4BS

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UNIT 4BU

UNIT 4BV

UNIT 4BW

UNIT 4BX

UNIT 4BY

UNIT 4BZ

UNIT 4CA

UNIT 4CB

UNIT 4CC

UNIT 4CD

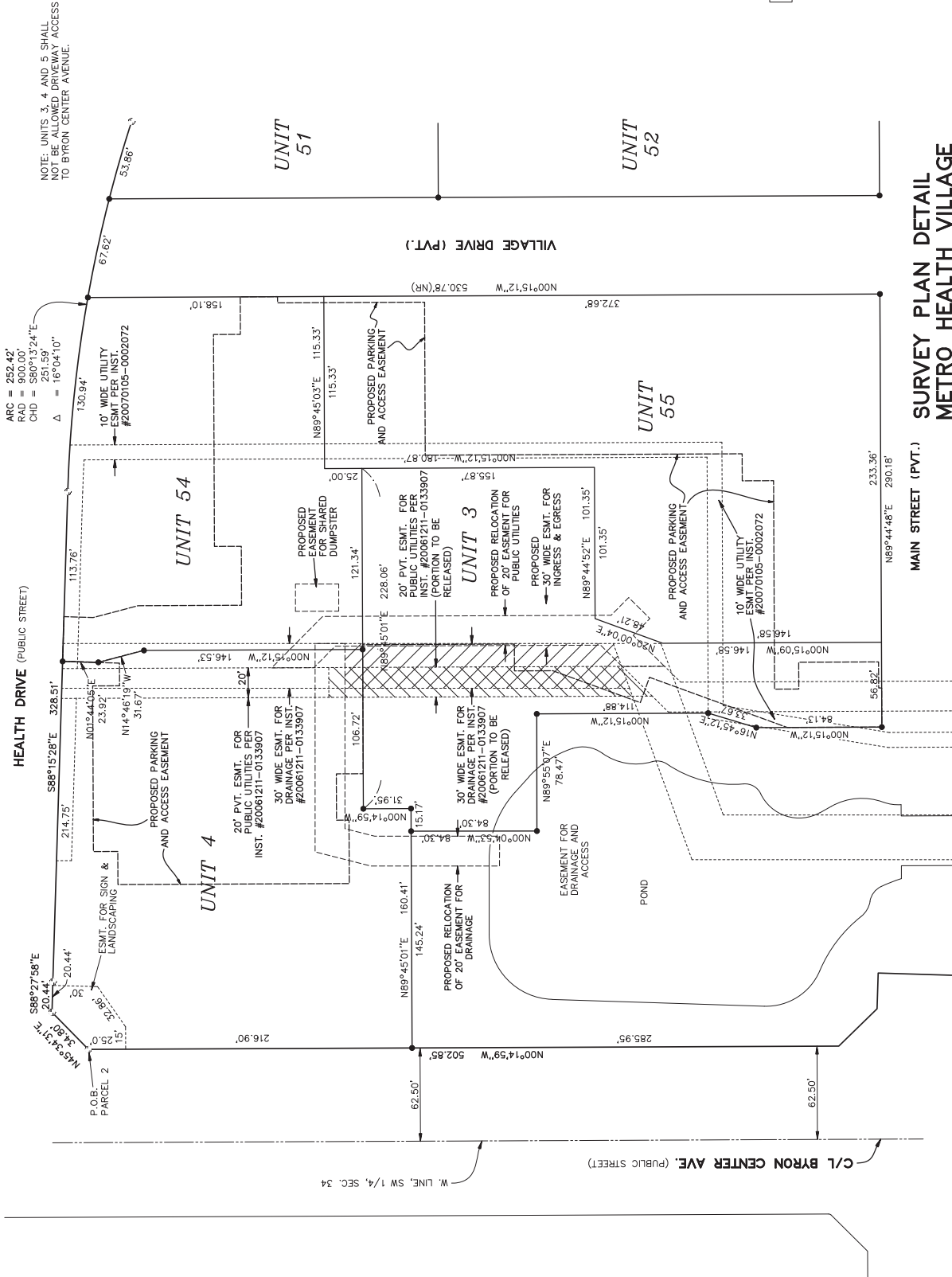
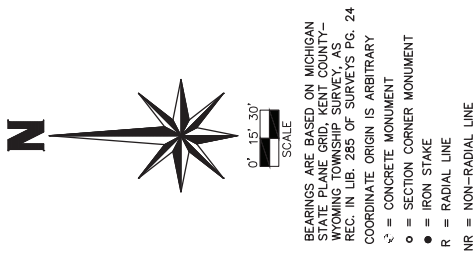
UNIT 4CE

UNIT 4CF

UNIT 4CG

UNIT 4CH

UNIT 4CI

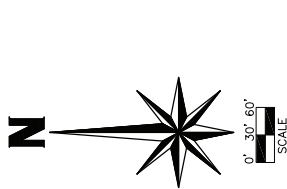


PRELIMINARY

PROPOSED FEB. 8, 2019

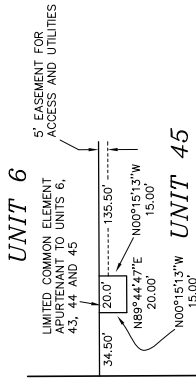
**SURVEY PLAN DETAIL  
METRO HEALTH VILLAGE**

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 4A



BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP SURVEY, AS REC. IN LIB. 285 OF SURVEYS PG. 24  
 COORDINATE ORIGIN IS ARBITRARY

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

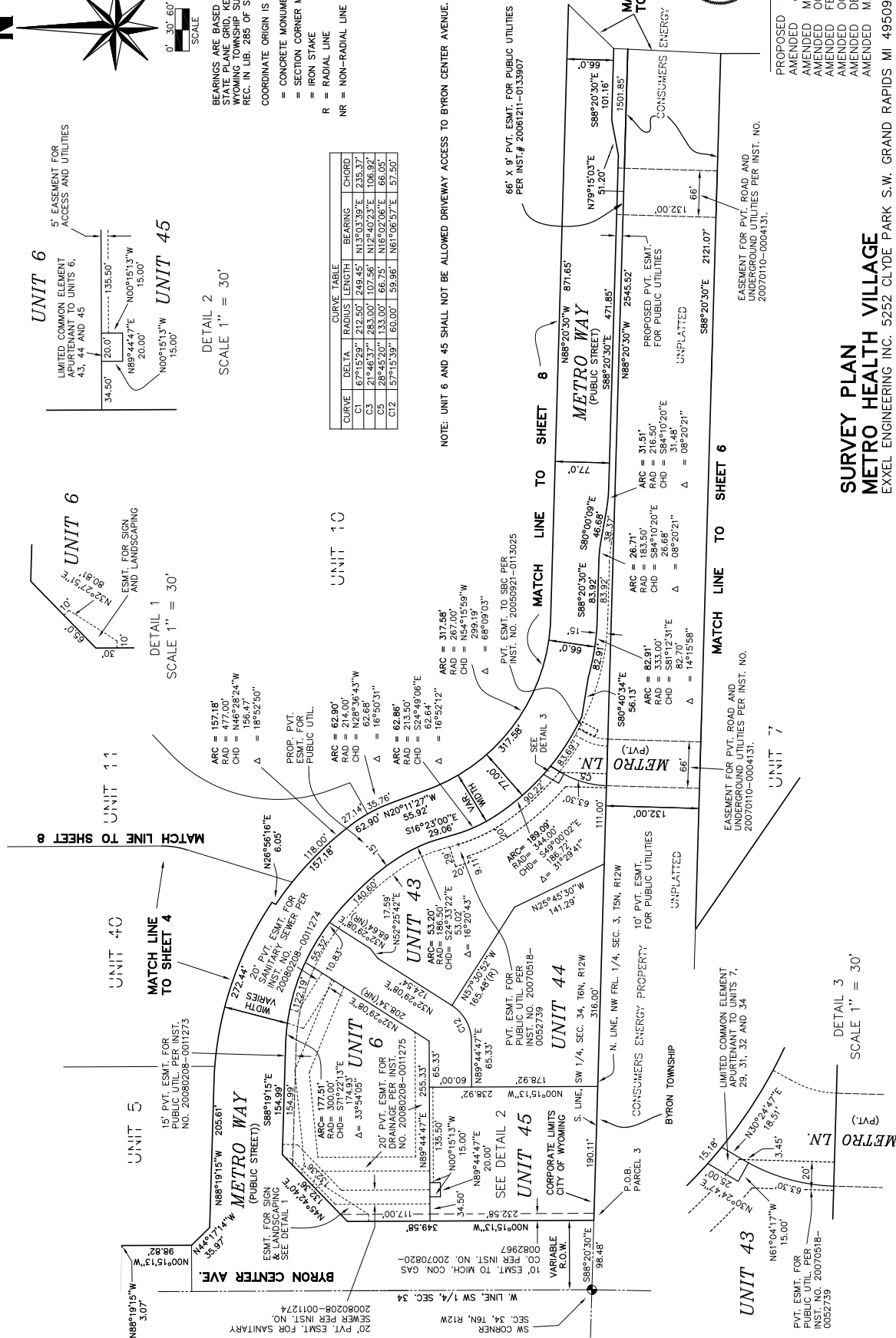


UNIT 45  
 5' EASEMENT FOR SIGN AND LANDSCAPING

DETAIL 2  
 SCALE 1" = 30'

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	67°15'29"	212.50'	249.45'	N13°03'39"E	235.37'
C3	21°46'37"	283.00'	107.56'	N12°40'23"E	106.92'
C5	28°45'20"	133.00'	66.75'	N16°02'06"E	66.05'
C12	57°15'39"	60.00'	59.96'	N61°06'57"E	57.50'

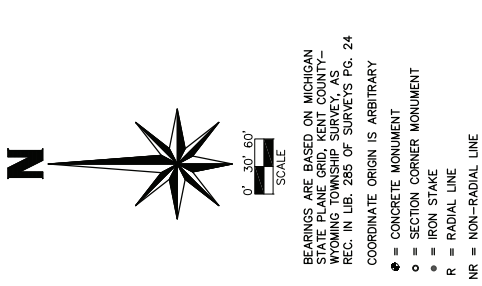
NOTE: UNIT 6 AND 45 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO BYRON CENTER AVENUE.



PROPOSED JUNE 6, 2005  
 AMENDED JAN. 11, 2006  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED OCT. 3, 2007  
 AMENDED DEC. 20, 2007  
 AMENDED MAR. 10, 2010

**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 5

DETAIL 3  
 SCALE 1" = 30'



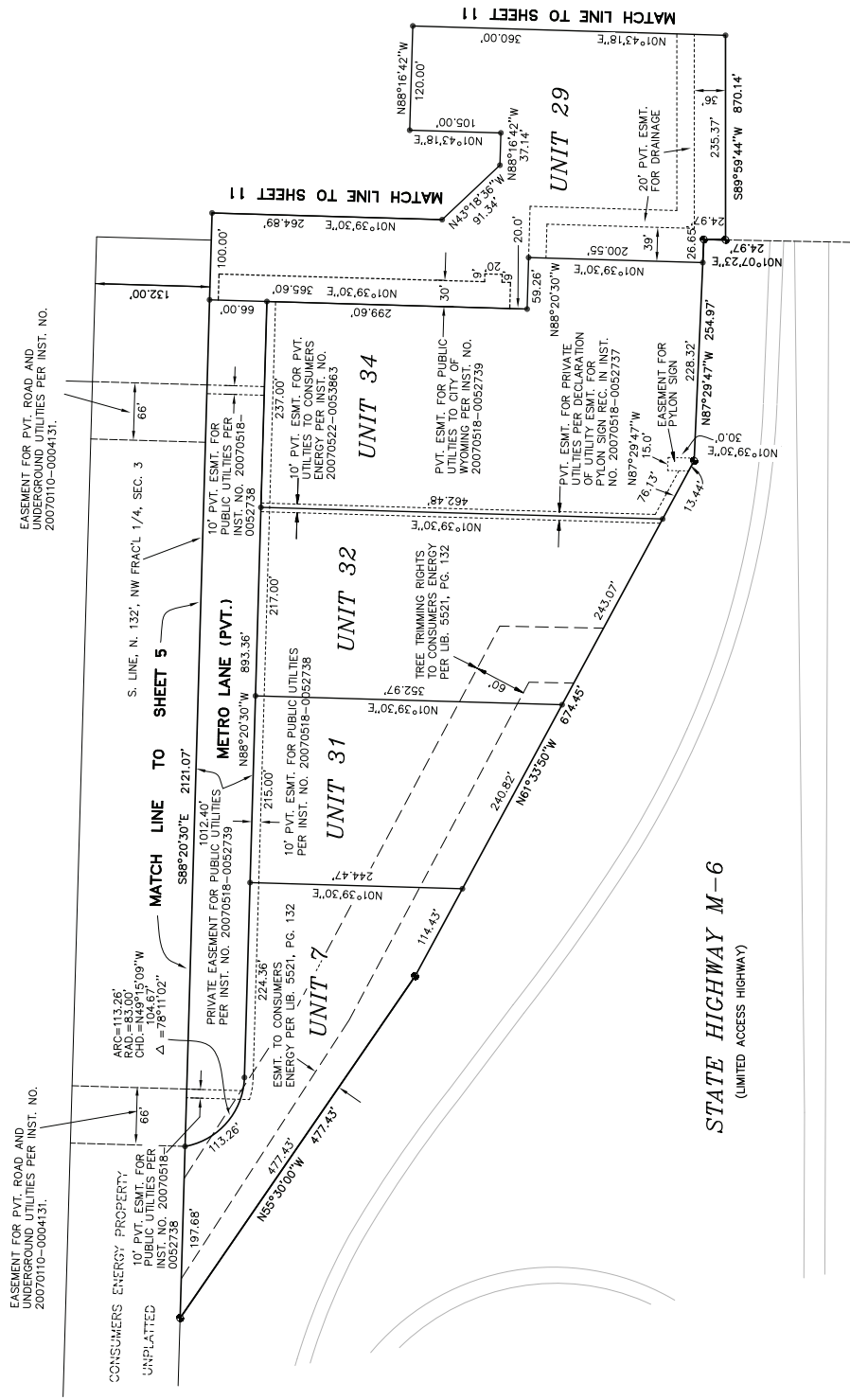
- BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP SURVEY, AS REC. IN LIB. 285 OF SURVEYS PG. 24
- COORDINATE ORIGIN IS ARBITRARY
- = CONCRETE MONUMENT
  - = SECTION CORNER MONUMENT
  - = IRON STAKE
  - = RADIAL LINE
  - NR = NON-RADIAL LINE

NOTES

- ACCESS TO UNITS 7, 29, 31, 32, & 34 IS PROVIDED BY EASEMENT FOR PRIVATE ROADS & UNDERGROUND UTILITIES ACROSS CONSUMERS ENERGY PROPERTY PER INST. NO. 2007010-0004131
- UNIT 34 IS SUBJECT TO AN EASEMENT FOR PRIVATE ROADS & UNDERGROUND UTILITIES PER INST. NO. 2007010-0004131
- DRIVEWAYS AND PARKING AREAS TO BE CONSTRUCTED ON UNIT 34 PER INST. NO. 20071012-0099746



PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED OCT. 3, 2007  
 AMENDED DEC. 20, 2007



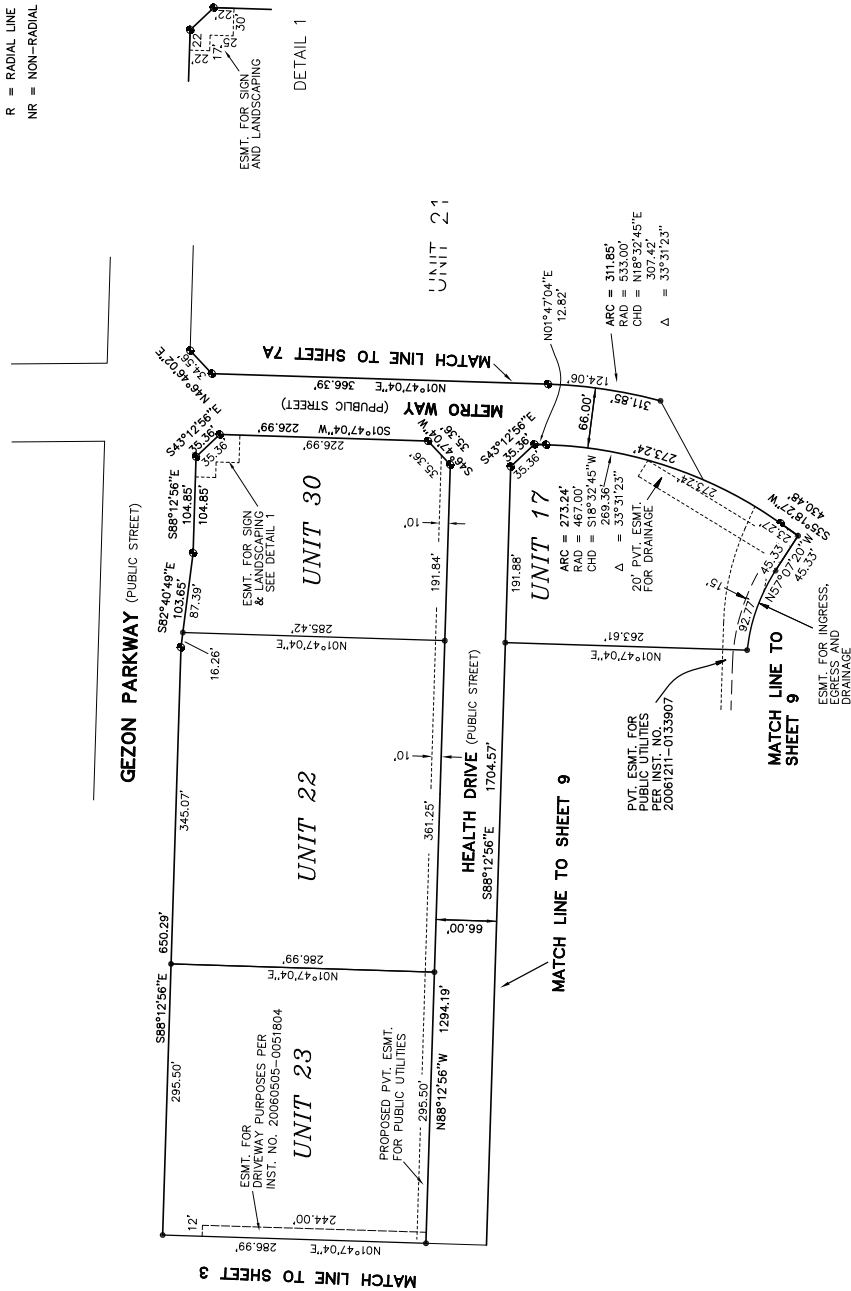
**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509



BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY - ZONING DISTRICT SURVEY, 1992 REC. IN LIB. 285 OF SURVEYS PG. 24

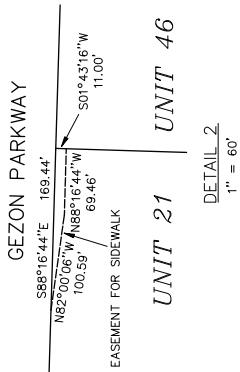
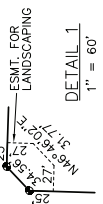
- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

NOTE: UNITS 22, 23 AND 30 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO GEZON PARKWAY.



*Douglas J. Jofriet*  
 PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED AUG. 31, 2011

**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7

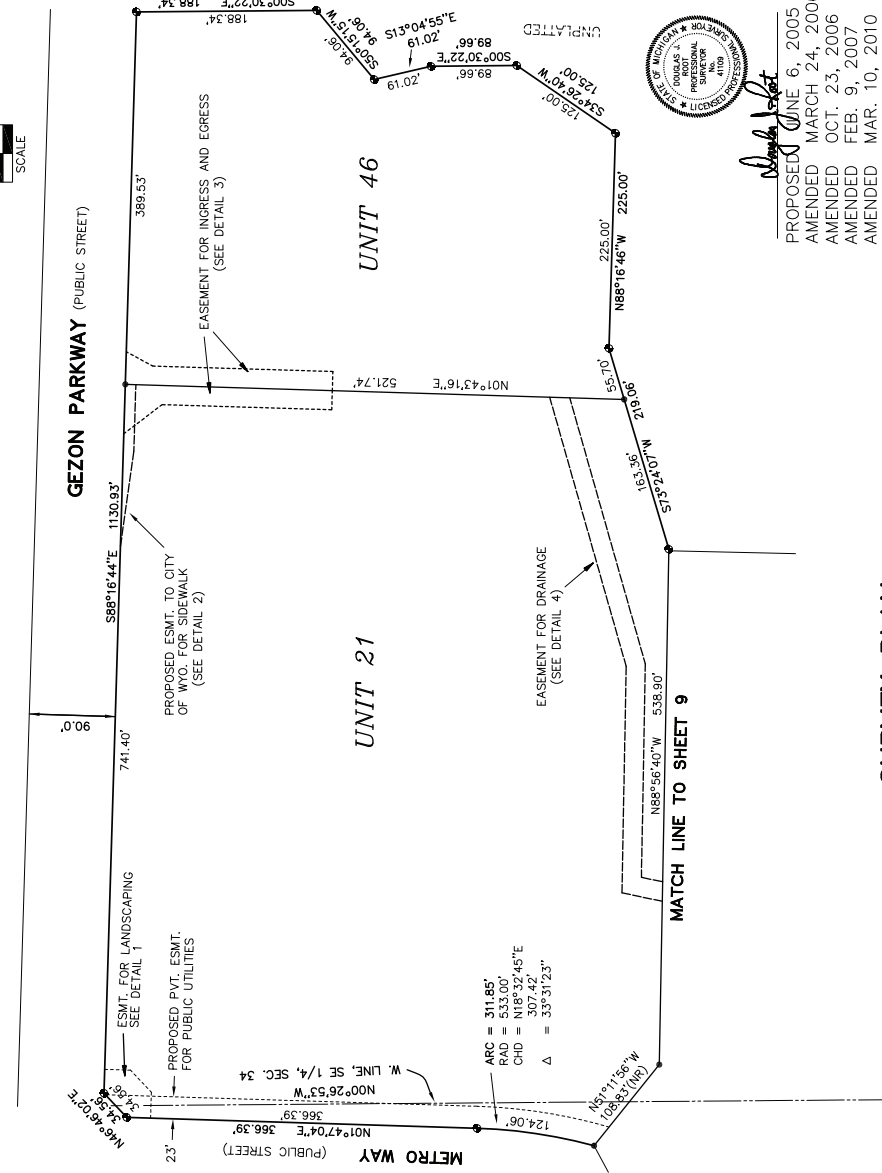
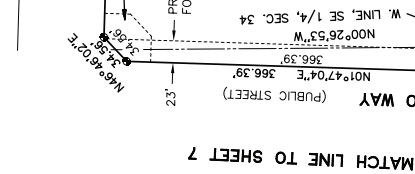
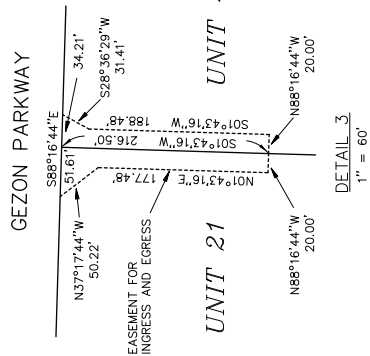


BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP SURVEY, AS REC. IN LB. 285 OF SURVEYS PG. 24

COORDINATE ORIGIN IS ARBITRARY

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

0' 30' 60'  
SCALE



*Douglas J. Kest*

PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED MAR. 10, 2010  
 AMENDED AUG. 31, 2011

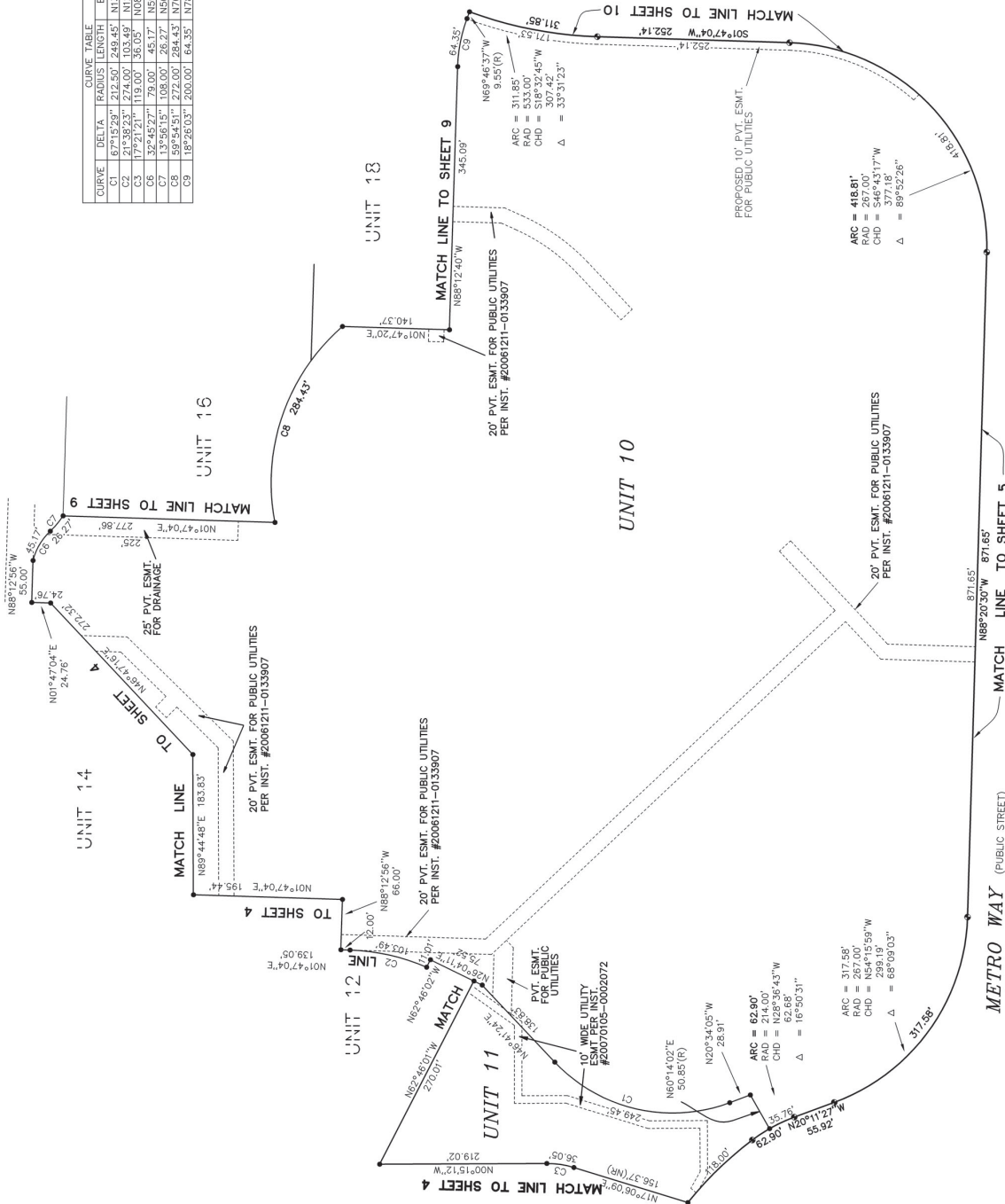
**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7A



BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATE SYSTEM - WYOMING TOWNSHIP SURVEY, AS REC. IN LIB. 285 OF SURVEYS Pg. 24  
 COORDINATE ORIGIN IS ARBITRARY

- ☉ = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	67°14'29"	212.50'	249.45'	N13°03'39"E	235.37'
C2	21°38'23"	274.00'	103.49'	N12°36'15"E	102.87'
C3	17°21'21"	119.00'	36.05'	N08°25'29"E	35.91'
C4	32°48'27"	79.00'	45.17'	N59°32'15"W	44.35'
C5	15°07'00"	176.00'	36.76'	N12°58'49"W	37.65'
C6	18°26'03"	200.00'	64.33'	N78°59'38"W	64.07'



PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007

**SURVEY PLAN**  
**METRO HEALTH VILLAGE**  
 EXXEL ENGINEERING INC  
 5252 CLYDE PARK S.W.  
 GRAND RAPIDS MI 49509



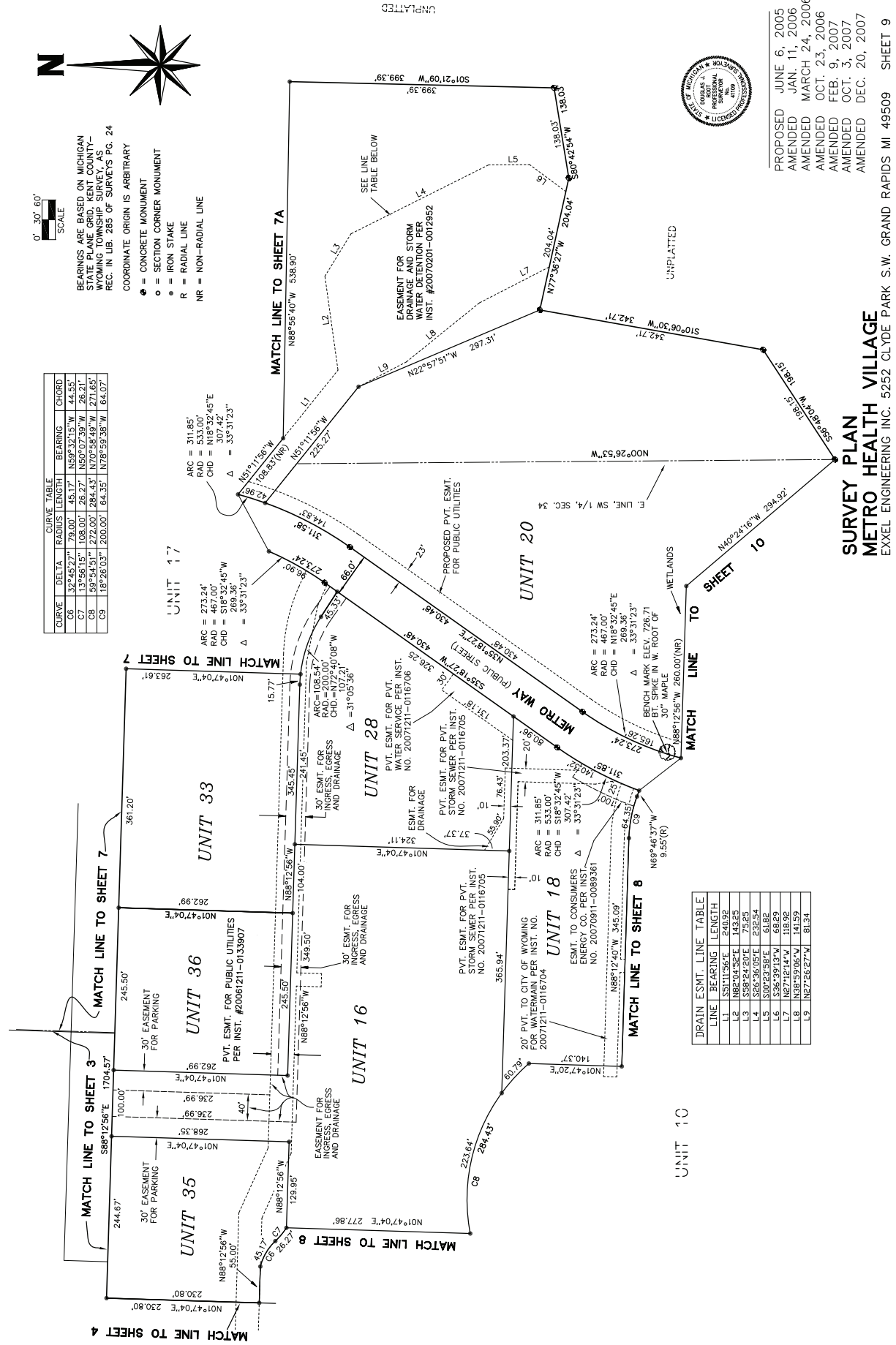
0' 30' 60'  
SCALE

BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP 48 SURVEY, REC. IN LIB. 285 OF SURVEYS Pg. 24

COORDINATE ORIGIN IS ARBITRARY

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C6	32°45'27"	79.00'	45.17'	N59°32'15"W	44.55'
C7	13°56'15"	108.00'	26.27'	N50°07'39"W	26.21'
C8	58°54'51"	272.00'	284.43'	N70°58'49"W	271.65'
C9	18°26'03"	200.00'	64.35'	N78°59'38"W	64.07'



PROPOSED JUNE 6, 2005  
 AMENDED JAN. 11, 2006  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED OCT. 3, 2007  
 AMENDED DEC. 20, 2007

**SURVEY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 9

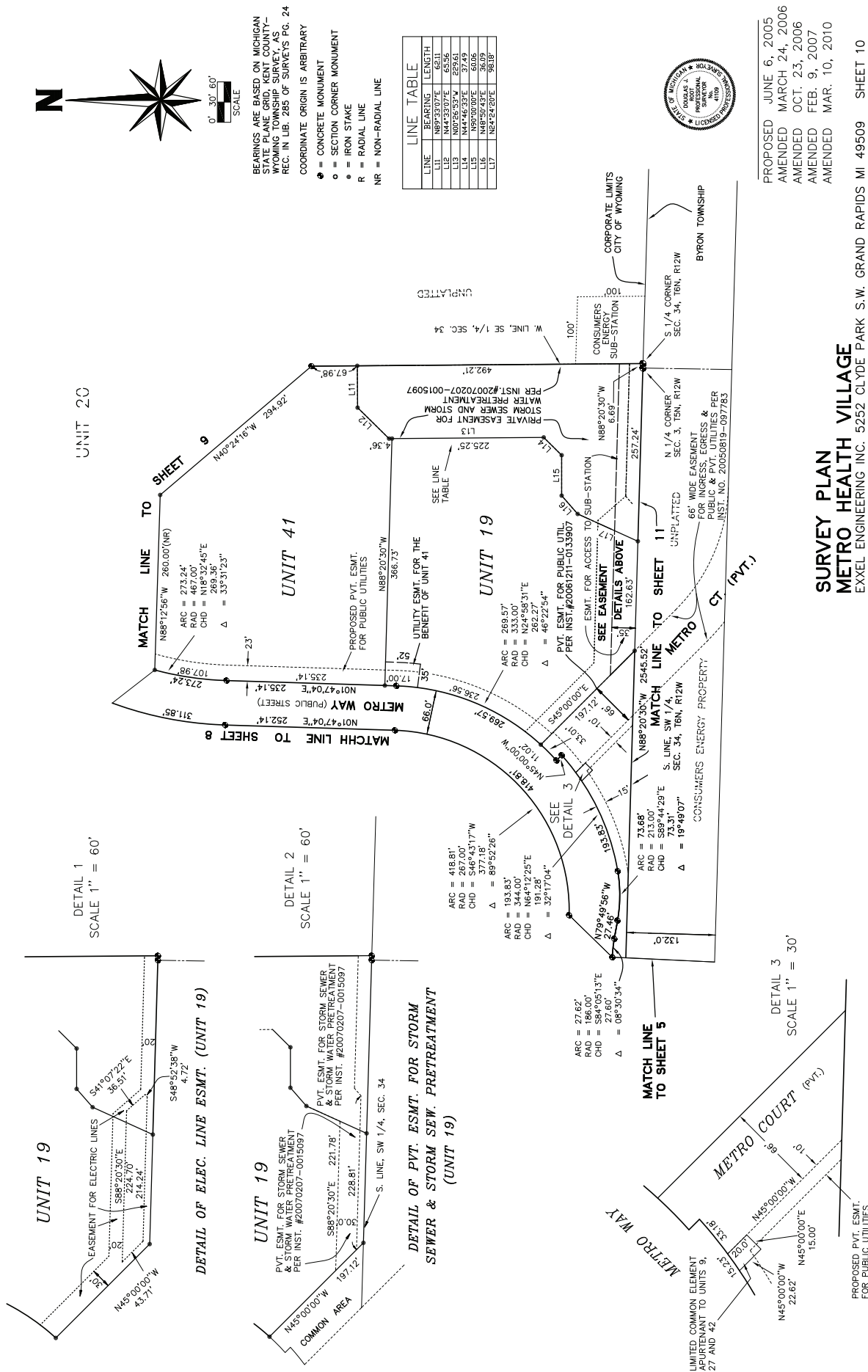
DRAIN ESMT. LINE TABLE

LINE	BEARING	LENGTH
L1	S51°11'56"E	240.92'
L2	N88°04'52"E	143.25'
L3	S58°24'20"E	75.25'
L4	S88°36'05"E	232.54'
L5	S37°53'21"E	69.25'
L6	N27°12'14"W	118.92'
L7	N88°59'06"W	141.59'
L8	N27°26'27"W	81.34'

UNIT 10

UNPLATTED

UNPLATTED



DETAIL 1  
SCALE 1" = 60'

DETAIL 2  
SCALE 1" = 60'

DETAIL 3  
SCALE 1" = 30'

UNIT 19

DETAIL OF ELEC. LINE ESMT. (UNIT 19)

UNIT 19

DETAIL OF PVT. ESMT. FOR STORM SEWER & STORM SEW. PRETREATMENT (UNIT 19)

MATCH LINE TO SHEET 5

METRO WAY

METRO CT (PVT.)



BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, KENT COUNTY-WYOMING TOWNSHIP SURVEY, AS REC. IN LIB. 285 OF SURVEYS PG. 24  
COORDINATE ORIGIN IS ARBITRARY

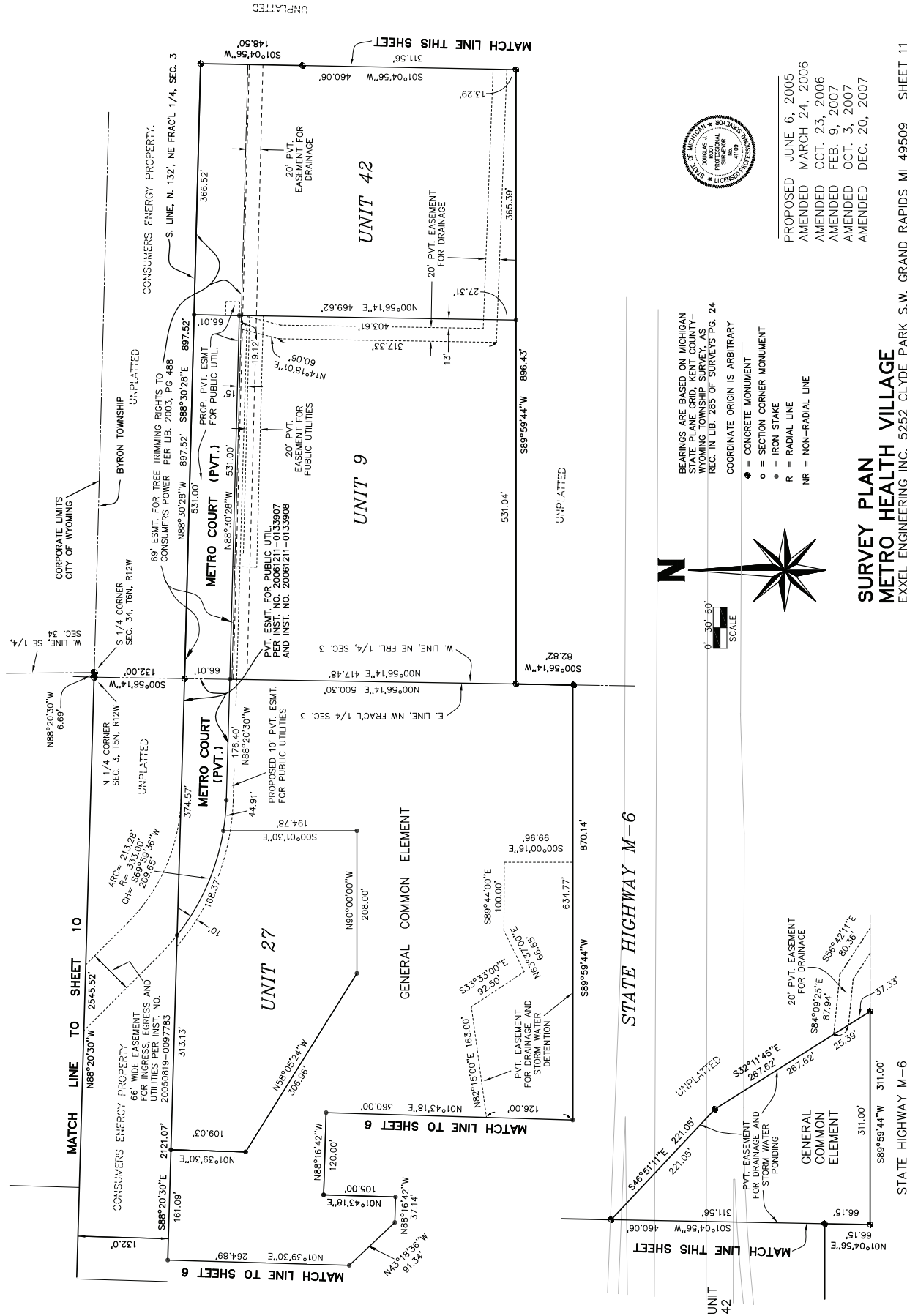
- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- R = RADIAL LINE
- NR = NON-RADIAL LINE

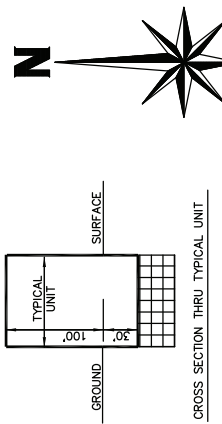
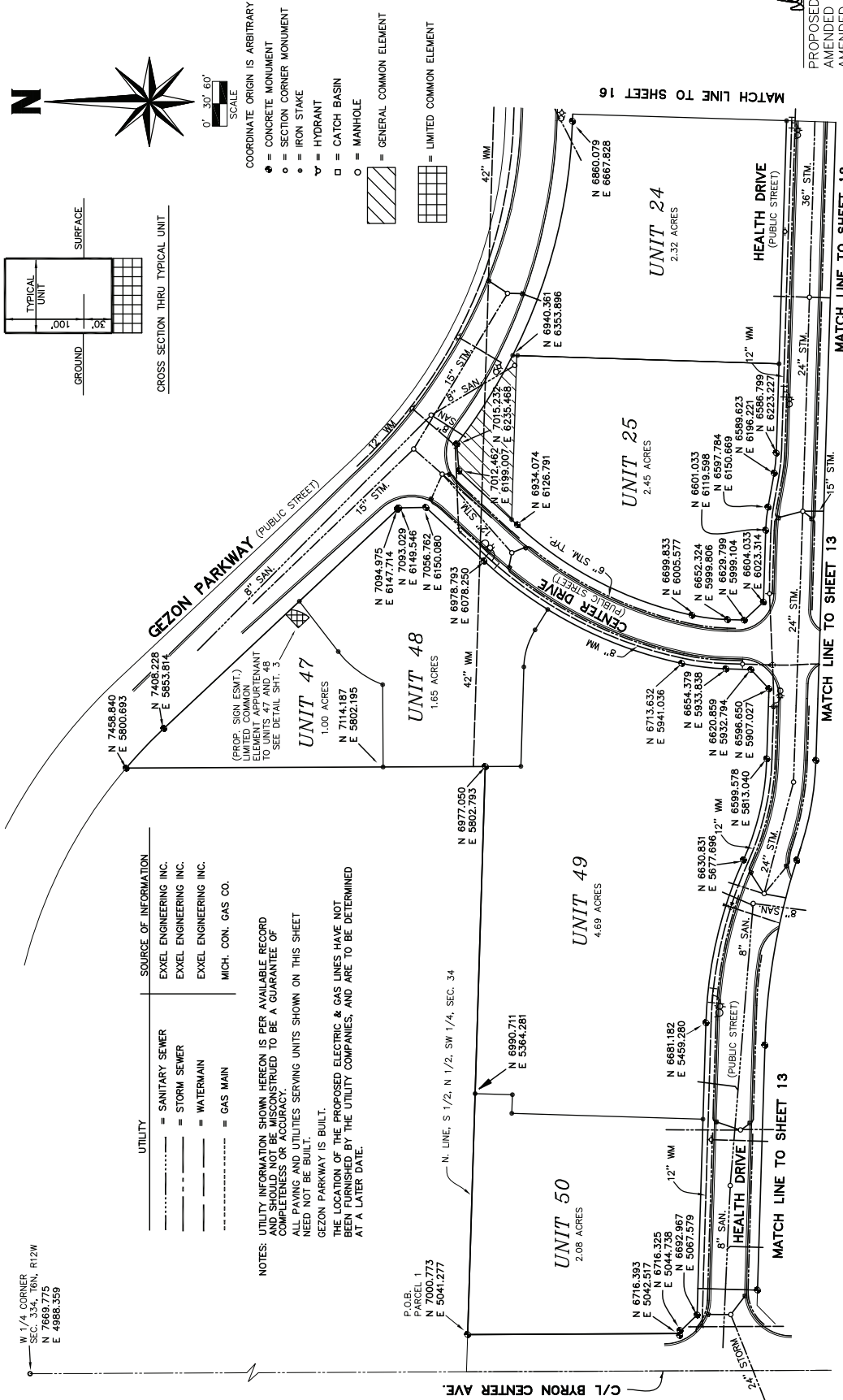
LINE	BEARING	LENGTH
L11	N44°33'07"E	65.56
L12	N00°56'53"W	29.61
L13	N44°46'33"E	37.49
L14	N44°46'33"E	37.49
L15	N48°20'45"E	56.09
L16	N48°20'45"E	56.09
L17	N84°24'20"E	98.18



PROPOSED JUNE 6, 2005  
AMENDED MARCH 24, 2006  
AMENDED OCT. 23, 2006  
AMENDED FEB. 9, 2007  
AMENDED MAR. 10, 2010

**SURVEY PLAN  
METRO HEALTH VILLAGE**  
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509





- COORDINATE ORIGIN IS ARBITRARY
- = CONCRETE MONUMENT
  - = SECTION CORNER MONUMENT
  - = IRON STAKE
  - ▽ = HYDRANT
  - = CATCH BASIN
  - = MANHOLE
  - ▨ = GENERAL COMMON ELEMENT
  - ▩ = LIMITED COMMON ELEMENT

UTILITY	SOURCE OF INFORMATION
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	MICH. CON. GAS CO.

NOTES: UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE MISCONSTRUED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.  
 ALL PAVING AND UTILITIES SERVING UNITS SHOWN ON THIS SHEET NEED NOT BE BUILT.  
 GEZON PARKWAY IS BUILT.  
 THE LOCATION OF THE PROPOSED ELECTRIC & GAS LINES HAVE NOT BEEN FURNISHED BY THE UTILITY COMPANIES, AND ARE TO BE DETERMINED AT A LATER DATE.

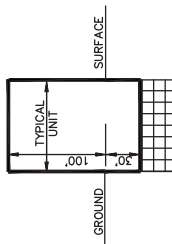


PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED AUG. 31, 2011

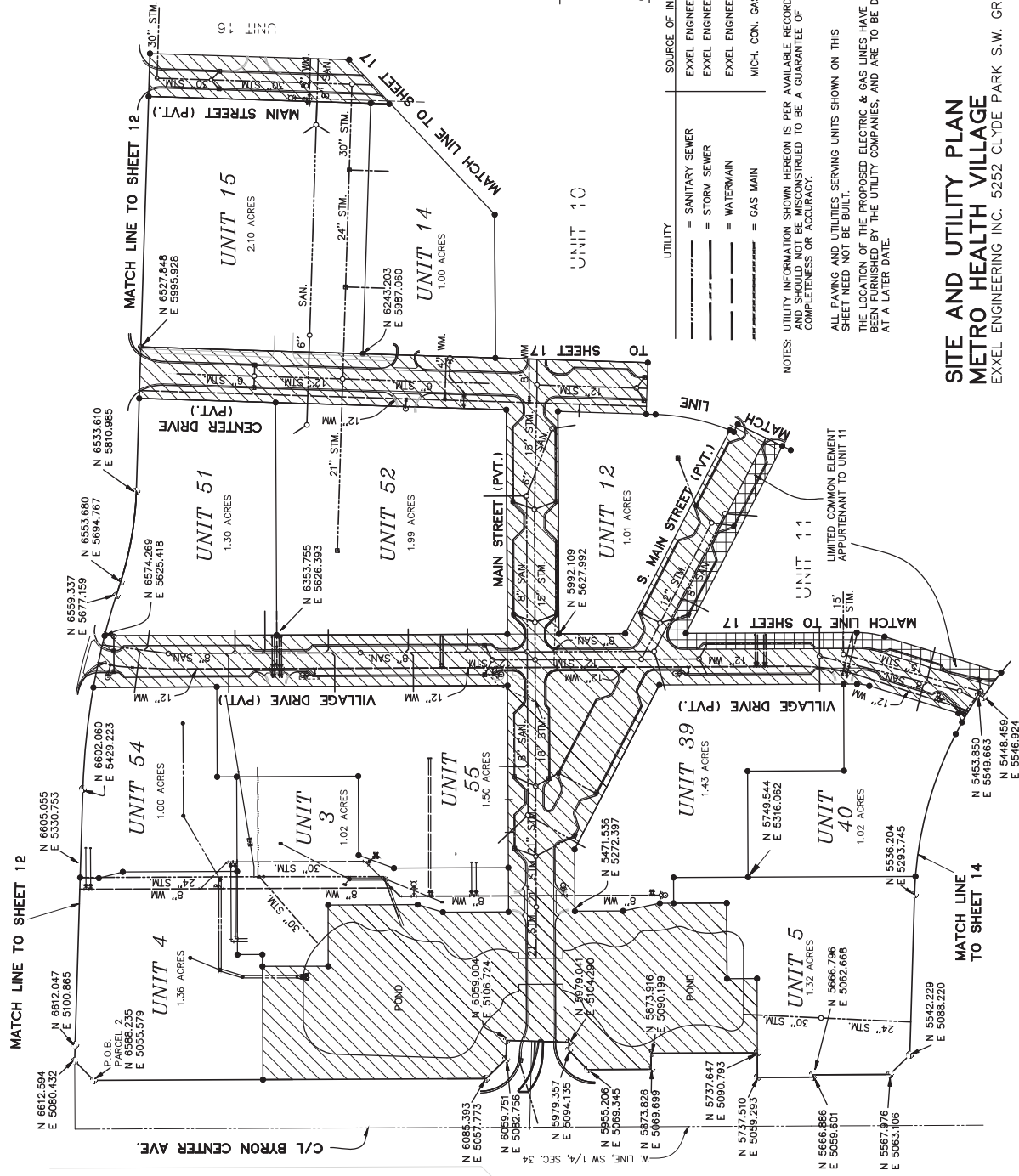
**SITE AND UTILITY PLAN**  
**METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509



- COORDINATE ORIGIN IS ARBITRARY
- ◻ = CONCRETE MONUMENT
  - = SECTION CORNER MONUMENT
  - = IRON STAKE
  - ▽ = HYDRANT
  - = CATCH BASIN
  - = MANHOLE
  - = GENERAL COMMON ELEMENT
  - ▨ = LIMITED COMMON ELEMENT



CROSS SECTION THRU TYPICAL UNIT



UTILITY	SOURCE OF INFORMATION
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	MICH. CON. GAS CO.

NOTES:  
 UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.

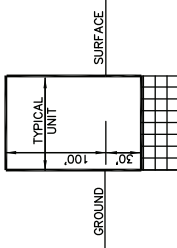
ALL PAVING AND UTILITIES SERVING UNITS SHOWN ON THIS SHEET NEED NOT BE BUILT.  
 THE LOCATION OF THE PROPOSED ELECTRIC & GAS LINES HAVE NOT BEEN FURNISHED BY THE UTILITY COMPANIES, AND ARE TO BE DETERMINED AT A LATER DATE.



**PRELIMINARY**

- PROPOSED JUNE 6, 2005
- AMENDED MARCH 24, 2006
- AMENDED OCT. 23, 2006
- AMENDED FEB. 9, 2007
- AMENDED DEC. 20, 2007
- AMENDED MAY 19, 2014
- AMENDED JULY 25, 2018
- AMENDED FEB. 8, 2019
- SHEET 13

**SITE AND UTILITY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509



CROSS SECTION THRU TYPICAL UNIT

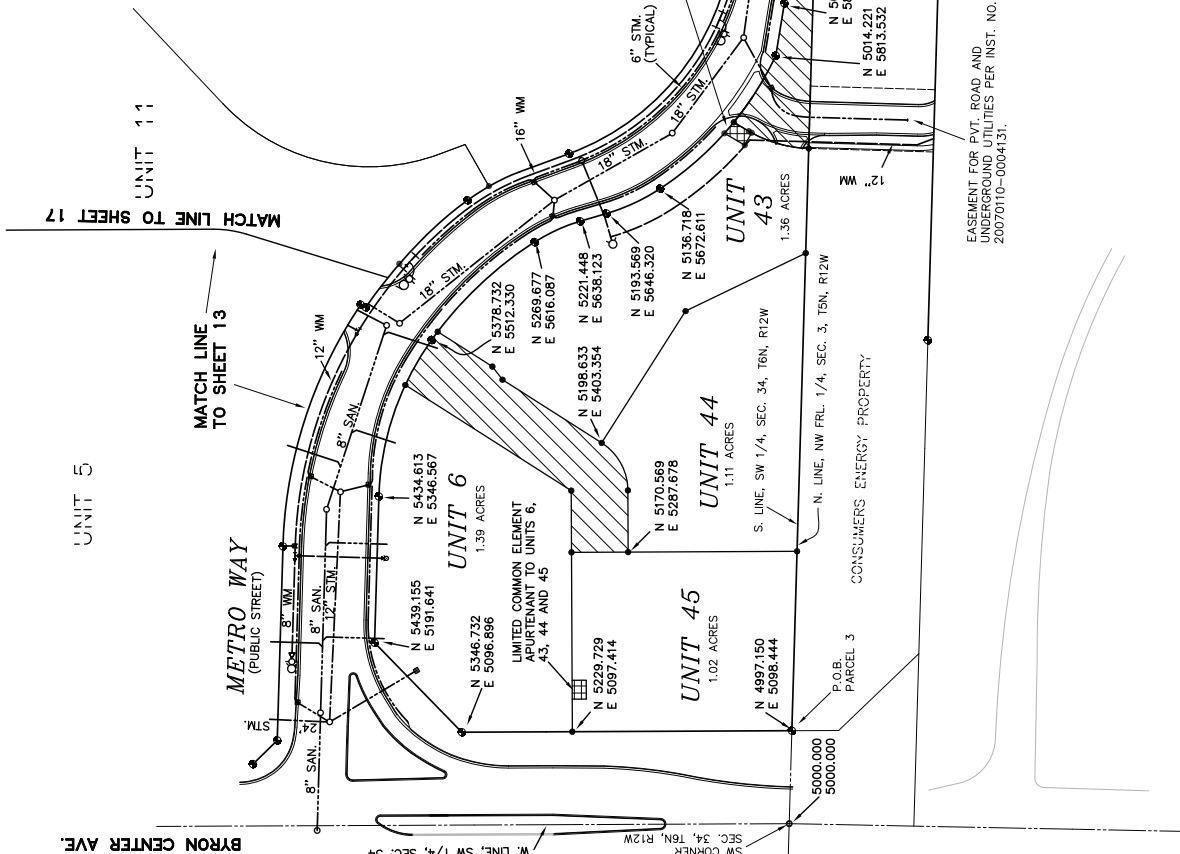
UTILITY	SOURCE OF INFORMATION
—	EXXEL ENGINEERING INC.
—	EXXEL ENGINEERING INC.
—	EXXEL ENGINEERING INC.
—	MICH. CON. GAS CO.

NOTES: UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE MISCONSTRUED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.

ALL PAVING AND UTILITIES SERVING UNITS SHOWN ON THIS SHEET NEED NOT BE BUILT.

THE LOCATION OF THE PROPOSED ELECTRIC & GAS LINES HAVE NOT BEEN FURNISHED BY THE UTILITY COMPANIES, AND ARE TO BE DETERMINED AT A LATER DATE.

- COORDINATE ORIGIN IS ARBITRARY
- = CONCRETE MONUMENT
  - = SECTION CORNER MONUMENT
  - = IRON STAKE
  - ▽ = HYDRANT
  - = CATCH BASIN
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  - ▩ = LIMITED COMMON ELEMENT



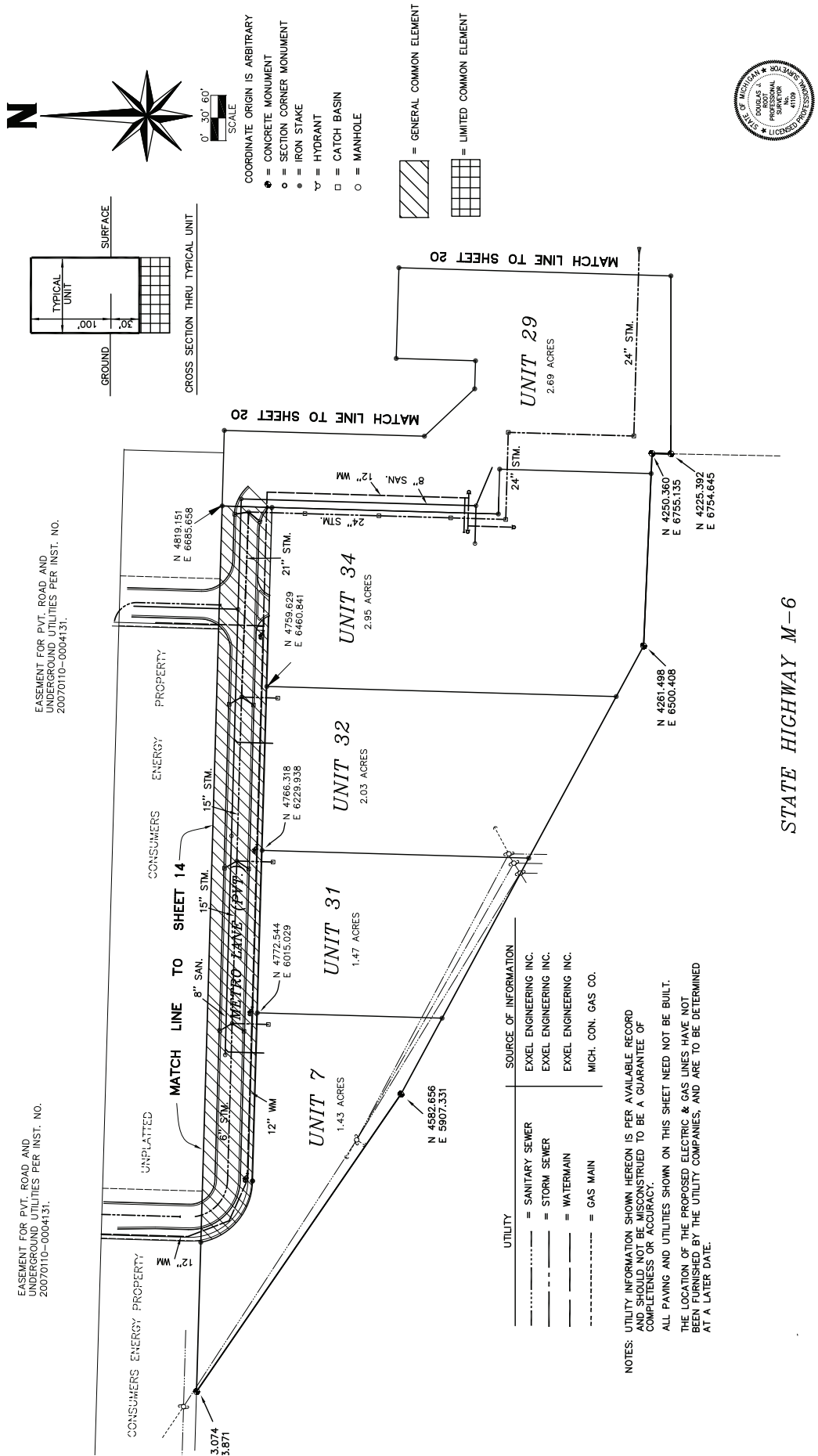
PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED DEC. 20, 2007  
 AMENDED MAR. 10, 2010

EASEMENT FOR PVT. ROAD AND UNDERGROUND UTILITIES PER INST. NO. 20070110-0004131.

CONSUMERS ENERGY PROPERTY

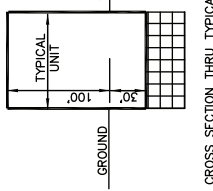
EASEMENT FOR PVT. ROAD AND UNDERGROUND UTILITIES PER INST. NO. 20070110-0004131.

**SITE AND UTILITY PLAN**  
**METRO HEALTH VILLAGE**  
 EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 14



EASEMENT FOR PVT. ROAD AND UNDERGROUND UTILITIES PER INST. NO. 20070110-0004131.

EASEMENT FOR PVT. ROAD AND UNDERGROUND UTILITIES PER INST. NO. 20070110-0004131.



CROSS SECTION THRU TYPICAL UNIT

CONSUMERS ENERGY PROPERTY

CONSUMERS ENERGY PROPERTY

PROPERTY

UTILITY	SOURCE OF INFORMATION
—	EXXEL ENGINEERING INC.
—	EXXEL ENGINEERING INC.
—	EXXEL ENGINEERING INC.
—	MICH. CON. GAS CO.

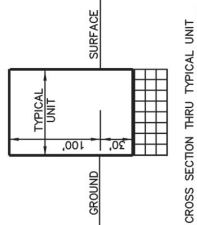
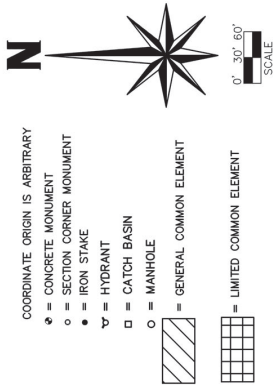
NOTES: UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE MISCONSTRUED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.  
ALL PAVING AND UTILITIES SHOWN ON THIS SHEET NEED NOT BE BUILT.  
THE LOCATION OF THE PROPOSED ELECTRIC & GAS LINES HAVE NOT BEEN FURNISHED BY THE UTILITY COMPANIES, AND ARE TO BE DETERMINED AT A LATER DATE.



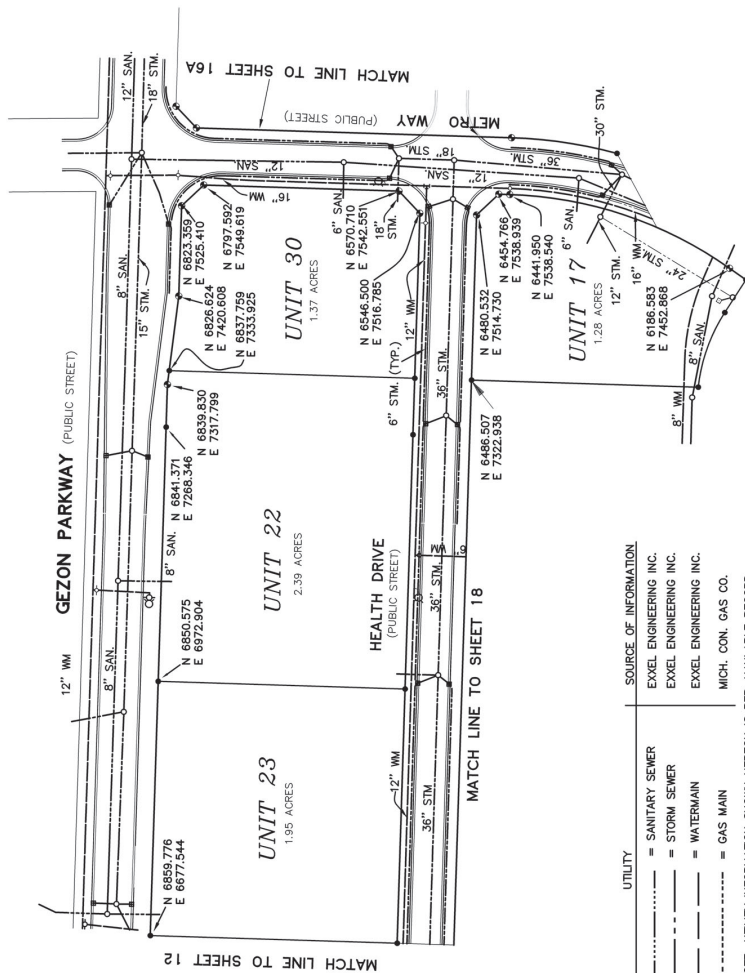
PROPOSED JUNE 6, 2005  
AMENDED MARCH 24, 2006  
AMENDED OCT. 23, 2006  
AMENDED FEB. 9, 2007  
AMENDED DEC. 20, 2007

**SITE AND UTILITY PLAN  
METRO HEALTH VILLAGE**  
EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 15

STATE HIGHWAY M-6



GROSS SECTION THRU TYPICAL UNIT



UTILITY	SOURCE OF INFORMATION
—	SANITARY SEWER
—	EXCEL ENGINEERING INC.
—	STORM SEWER
—	EXCEL ENGINEERING INC.
—	WATERMAIN
—	EXCEL ENGINEERING INC.
—	GAS MAIN
—	MICH. CON. GAS CO.

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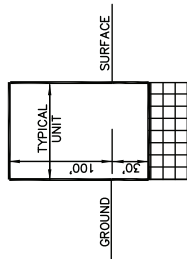
PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007

**SITE AND UTILITY PLAN  
 METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 16

UTILITY	SOURCE OF INFORMATION
---	= SANITARY SEWER EXXEL ENGINEERING INC.
---	= STORM SEWER EXXEL ENGINEERING INC.
---	= WATERMAIN EXXEL ENGINEERING INC.
---	= GAS MAIN MICH. CON. GAS CO.

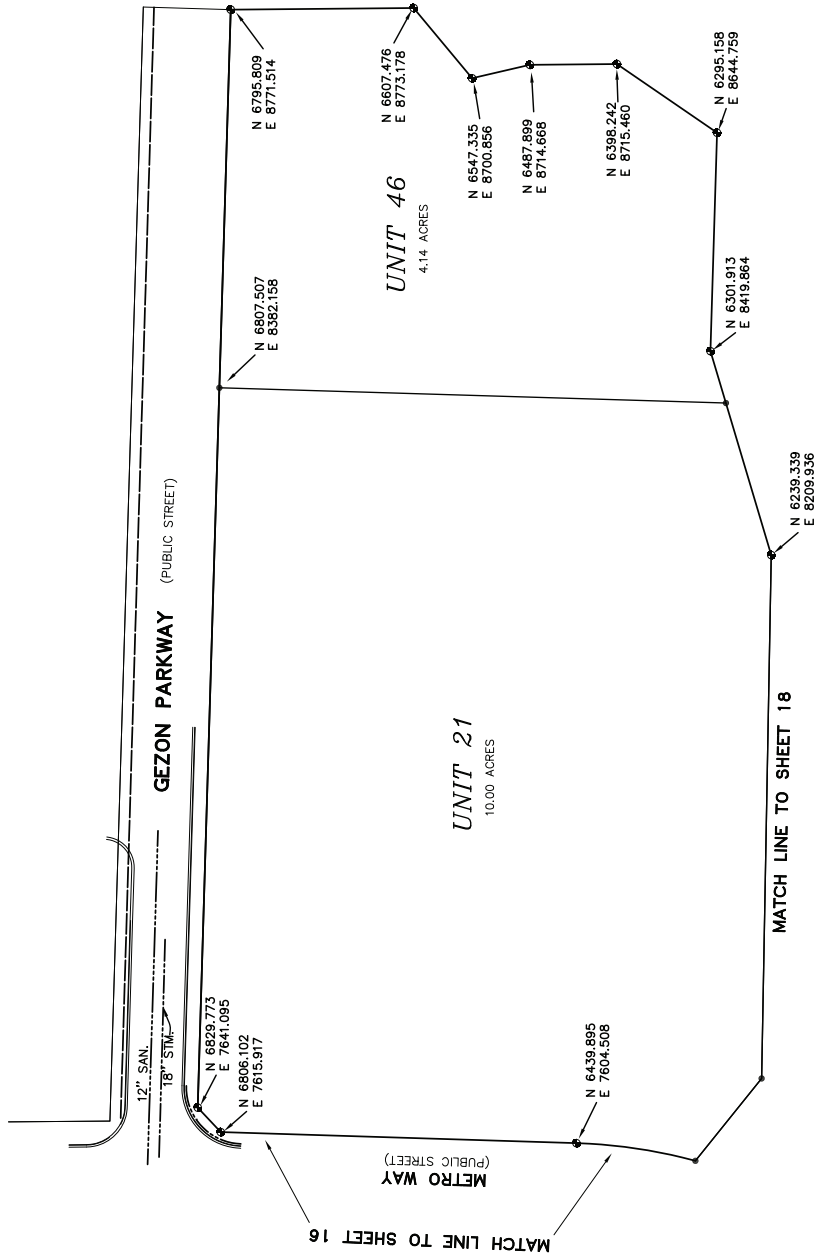
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CROSS SECTION THRU TYPICAL UNIT

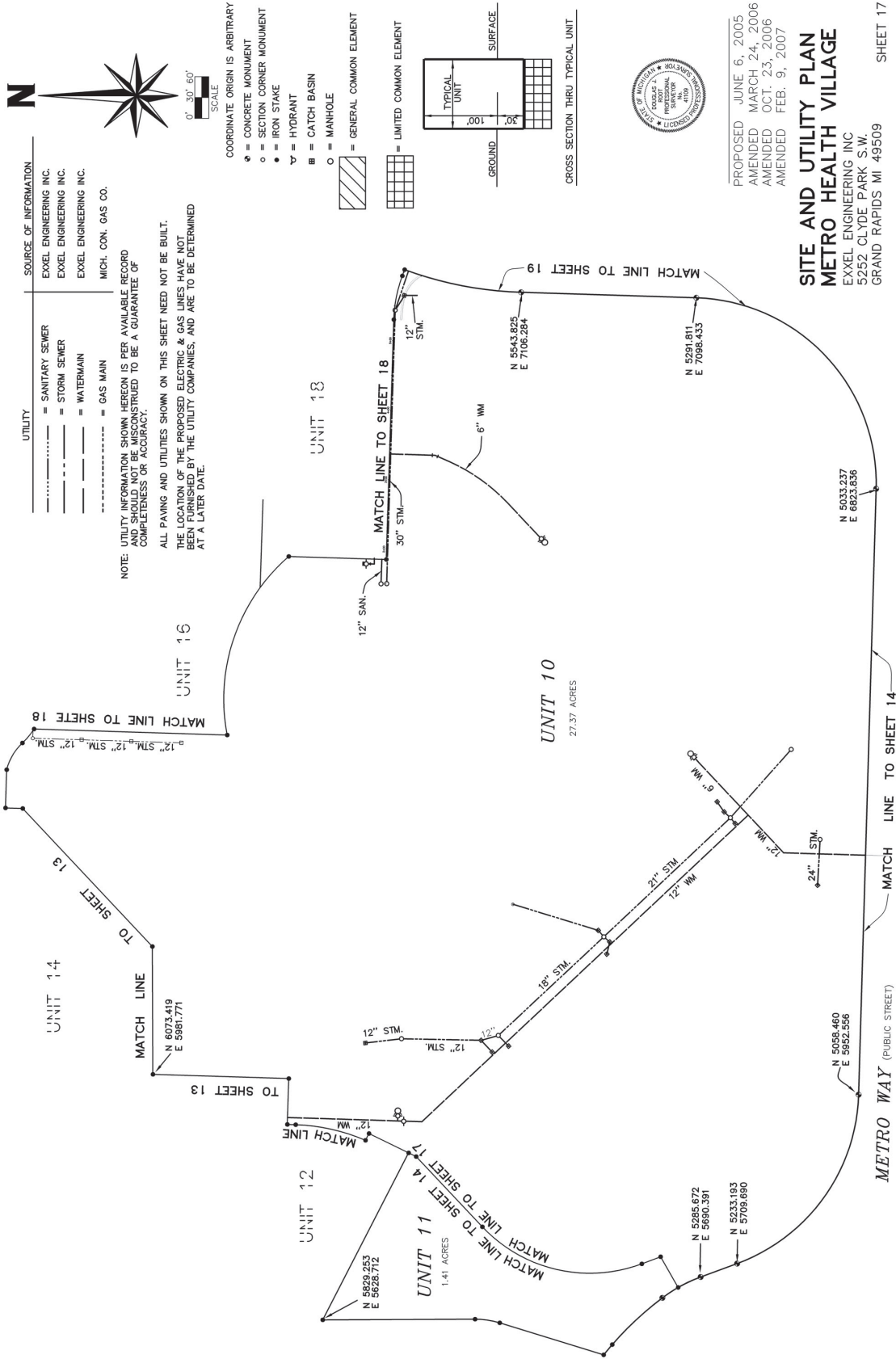
- COORDINATE ORIGIN IS ARBITRARY
- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = IRON STAKE
- ▽ = HYDRANT
- = CATCH BASIN
- = MANHOLE
- ▨ = GENERAL COMMON ELEMENT
- ▧ = LIMITED COMMON ELEMENT



PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED MAR. 10, 2010

**SITE AND UTILITY PLAN**  
**METRO HEALTH VILLAGE**

EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 16A



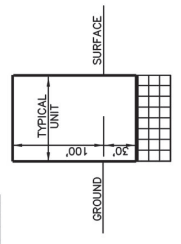
UTILITY	SOURCE OF INFORMATION
— SANITARY SEWER	EXCEL ENGINEERING INC.
— STORM SEWER	EXCEL ENGINEERING INC.
— WATERMAIN	EXCEL ENGINEERING INC.
— GAS MAIN	MICH. CON. GAS CO.

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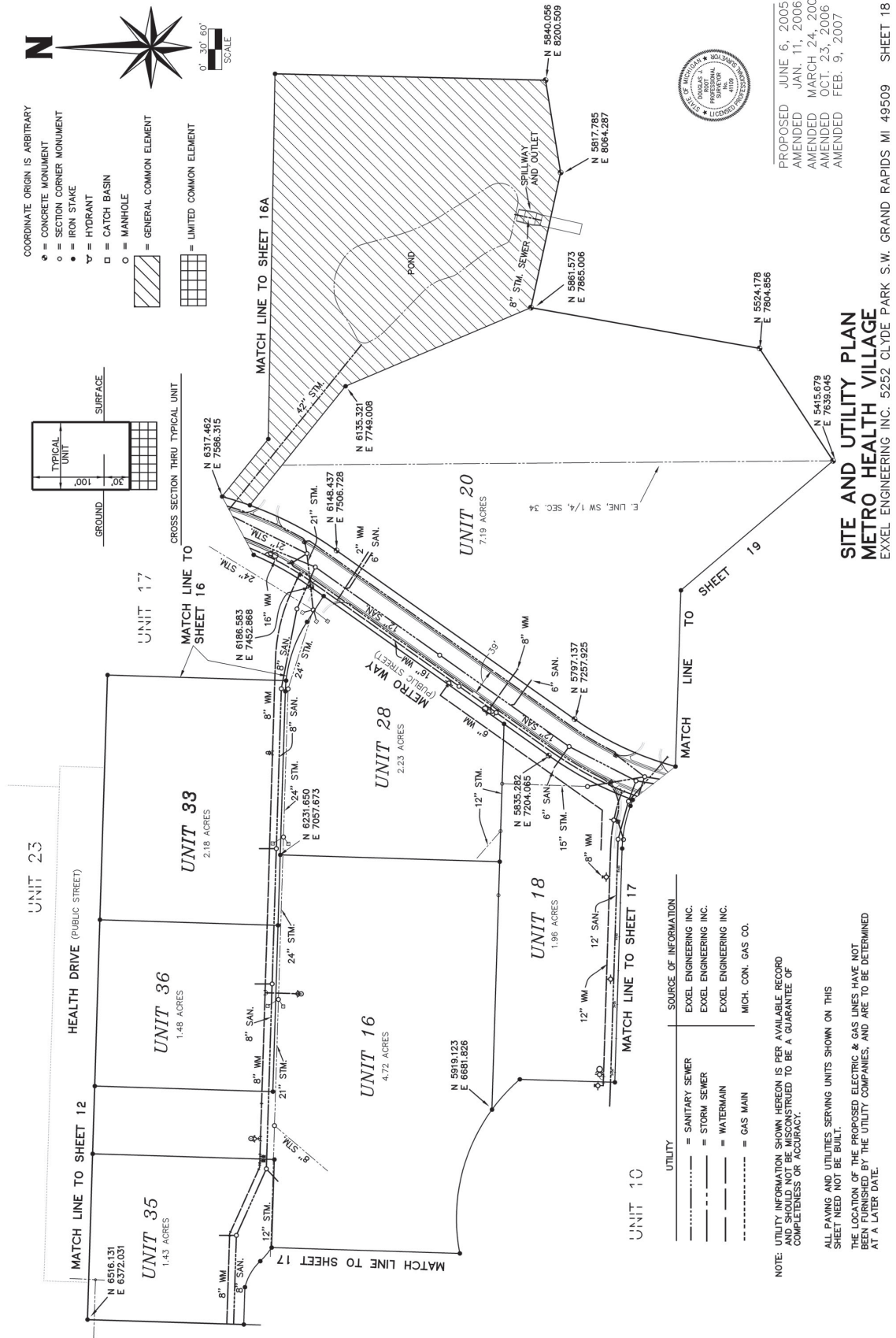
CROSS SECTION THRU TYPICAL UNIT



PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007

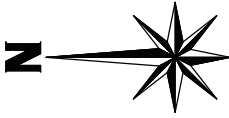
**SITE AND UTILITY PLAN**  
**METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC.  
 5252 CLYDE PARK S.W.  
 GRAND RAPIDS MI 49509

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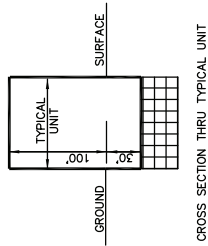
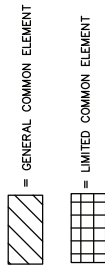


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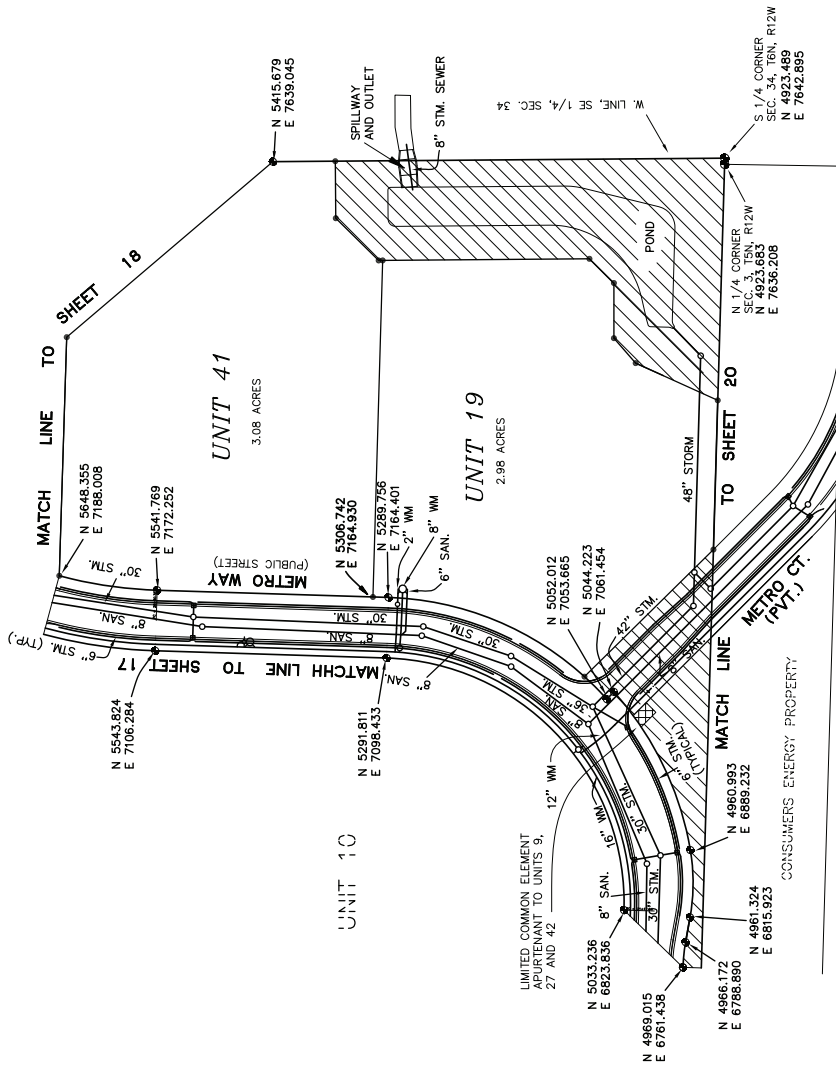
UNIT 20



- COORDINATE ORIGIN IS ARBITRARY
- = CONCRETE MONUMENT
  - = SECTION CORNER MONUMENT
  - = IRON STAKE
  - ▽ = HYDRANT
  - = CATCH BASIN
  - = MANHOLE



PROPOSED JUNE 6, 2005  
 AMENDED MARCH 24, 2006  
 AMENDED OCT. 23, 2006  
 AMENDED FEB. 9, 2007  
 AMENDED DEC. 28, 2009



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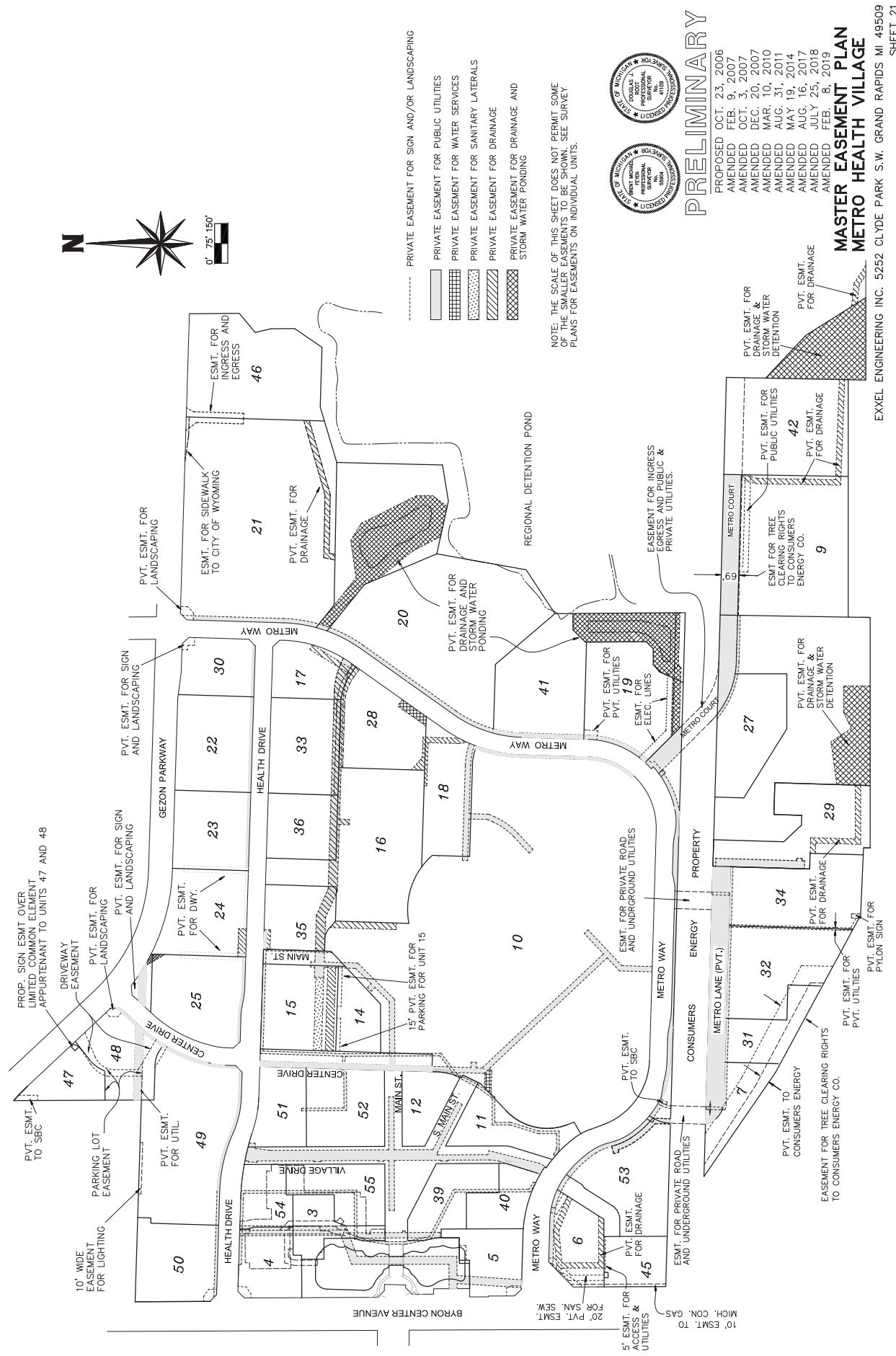
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UTILITY	SOURCE OF INFORMATION
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	MICH. CON. GAS CO.

**SITE AND UTILITY PLAN**  
**METRO HEALTH VILLAGE**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 19





- PRIVATE EASEMENT FOR SIGN AND/OR LANDSCAPING
- [Hatched Box] PRIVATE EASEMENT FOR PUBLIC UTILITIES
- [Hatched Box] PRIVATE EASEMENT FOR WATER SERVICES
- [Hatched Box] PRIVATE EASEMENT FOR SANITARY LATERALS
- [Hatched Box] PRIVATE EASEMENT FOR DRAINAGE
- [Hatched Box] PRIVATE EASEMENT FOR DRAINAGE AND STORM WATER PONDING

NOTE: THE SCALE OF THIS SHEET DOES NOT PERMIT SOME OF THE SMALLER EASEMENTS TO BE SHOWN. SEE SURVEY PLANS FOR EASEMENTS ON INDIVIDUAL UNITS.



**PRELIMINARY**

- PROPOSED OCT. 23, 2006
- AMENDED FEB. 9, 2007
- AMENDED OCT. 3, 2007
- AMENDED DEC. 20, 2007
- AMENDED MAR. 10, 2010
- AMENDED AUG. 31, 2011
- AMENDED MAY 19, 2014
- AMENDED AUG. 16, 2017
- AMENDED JULY 25, 2018
- AMENDED FEB. 8, 2019

**MASTER EASEMENT PLAN  
METRO HEALTH VILLAGE**

**See Exhibit D for MHV Signage Standards  
No Modifications Proposed - For Reference Only**

06/07/21

Purchasing/LAJ

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

RESOLUTION TO ACCEPT A PROPOSAL FROM SABO PUBLIC RELATIONS LLC  
TO PROVIDE COMMUNICATION SERVICES AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Sabo Public Relations LLC has provided the City with a proposal to provide communications services.
2. It is recommended the City Council accept the proposal.
3. Funds for the services are available in account number 101-101-10300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Sabo Public Relations LLC to provide communication services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 7, 2021.

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

ATTACHMENTS:

Staff Report

Contract

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

## Staff Report

From: John McCarter  
Meeting Date: June 7, 2021  
Subject: Interim Communications Support

The purpose of this memorandum is to outline a proposed agreement with SaboPR LLC for communications services for a six-month period.

The current Communications division has one full-time dedicated position, a Communication Specialist. The Deputy City Manager serves as Director of Communications, in addition to other duties. Effective June 10<sup>th</sup>, the Communications Specialist will be leaving the City.

Communications is an essential function of the City, support all departments by ensuring effective community engagement through a number of communications channels. The most effective way to maintain our current communications service levels in the short term is to contract with a third-party firm to support the City. SaboPR has worked with the City in the past, including ongoing project-based work and previously providing an embedded staff member to Wyoming that supported communications.

The six-month term will allow the staff to review our current operations and find a qualified full-time candidate. Nation-wide challenges in the labor market and several open recruitments for similar Communications positions with the City of Grand Rapids will make recruiting for this position difficult at this point in time.

### **Budget Implications**

The total cost of this agreement is estimated to be \$50,000. Budget is available in FY21 to cover \$4,500 estimated spend this fiscal year. The \$45,500 balance to be expensed in FY22 will be covered by savings from holding the position vacant through November. A budget amendment will be brought at a future date to transfer salary savings into the proper account. This contract will be paid out of account number 101-101-10300-956.000, City Council Communications Services.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**

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

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

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

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

"Effective Date" means: June 8, 2021.

"Professional" means: Sabo Public Relations  
[Name of professional entity]

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

100 Grandville Ave SW, Suite 301  
[Professional's street address]

Grand Rapids, MI 49546  
[Professional's city, state & zip]

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

"Services" means: Interim Communications services as described in Exhibit B  
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

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

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

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

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

**City of Wyoming**

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

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

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

Approved as to form:

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

\_\_\_\_\_  
[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](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

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

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

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

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

17. Insurance.

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

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

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

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

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

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

**ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name and Title of Person Signing]

\_\_\_\_\_  
[Printed Name of Professional]

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

**Exhibit B  
Proposal**



## EXHIBIT B

---

**To:** John McCarter  
**From:** Mary Ann Sabo  
**Re:** Proposal for interim communications support  
**Date:** June 2, 2021

---

I appreciated the opportunity to connect with you and discuss ways Sabo PR can support the City of Wyoming and its communication needs. I understand your hope is to take the next three to six months to evaluate the City's needs with an eye to developing a sustainable staffing model for communications.

Sabo PR can support the City of Wyoming throughout this evaluation process by providing an embedded team member to lead communications. We can also provide additional support for issues management, video, photography and other activities that might fall beyond the scope or capabilities of the dedicated team member.

For the embedded team member: Wyoming agrees to pay a minimum fixed fee of \$3,840 per month for no less than six months, which equates to 64 hours at a rate of \$60 an hour. Wyoming can use additional hours at this rate, up to a maximum of 96 hours per month. Sabo PR and the City will mutually agree upon a start date. In exchange, Sabo PR agrees to provide a minimum of 16 hours per week and a maximum of 24 hours per week of embedded communications support.

For additional support: If Wyoming requests or needs services in excess of 24 hours per week, the excess will be billed at our standard rates, which range from \$110-175 per hour for communications services and \$155-250 per hour for crisis and issues management.

Sabo PR reserves and retains the right to assign appropriate professionals to provide services based on the types of services requested and the demands of other clients. It is Sabo PR's intention to designate Brianna Peña as Wyoming's embedded communications team member and Amy Snow-Buckner as the primary contact for additional support.

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

RESOLUTION TO ACCEPT A PROPOSAL FROM SHERWIN INDUSTRIES, INC. FOR  
THE PURCHASE OF ASPHALT AND CONCRETE CRACK LEVELING SEALANT

WHEREAS:

1. As detailed in the attached staff report, Sherwin Industries, Inc. has provided the City with a proposal offering to extend Kent County Road Commission bid pricing for the purchase of asphalt and concrete crack leveling sealant at a cost of \$0.525 per pound.
2. Funds for the purchase are available in the major and local street maintenance account number 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Sherwin Industries, Inc. for the purchase of asphalt and concrete leveling sealant.
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 June 7, 2021.

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

ATTACHMENTS:

Staff Report

Proposal

Bid Tabulation

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

## STAFF REPORT

Date: May 18, 2021

Subject: Bid Award – Asphalt & Concrete Crack Leveling Sealant

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: June 7, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council utilize the Kent County Road Commission bid for Asphalt & Concrete Crack Leveling Sealant and award the Crafcro Inc. #33339 Mastic One product to Sherwin Industries, Inc. at a price of \$0.525 per pound, delivered, for the 2021 calendar year.

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

Crack leveling sealant, also known as mastic, is a rubber material that is applied to larger cracks in asphalt and concrete as a preventative road maintenance practice. It is generally applied to roads between 3 and 5 years after resurfacing, during the early stages of road degradation, and is one of the most cost-effective methods of extending road life. It can be applied easily and dries quickly, limiting the time staff are exposed to the dangers of traffic. Utilizing bids from surrounding communities allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of maintenance materials.

### **DISCUSSION:**

On April 13, 2021, bids were received by the Kent County Road Commission for Asphalt & Concrete Crack Leveling Sealant. Sherwin Industries Inc. was the awarded low bidder for the Crafcro #33339 Mastic One product at a price of \$0.525 per pound for delivered material. This is 7.5% reduction from the 2020 unit price. It is expected that staff will use approximately \$25,000 worth of sealing material this calendar year.

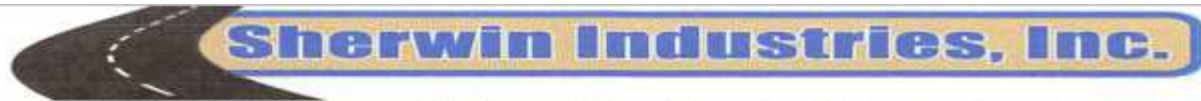
### **BUDGET IMPACT:**

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

### **ATTACHMENTS:**

Sherwin Industries, Inc. letter extending KCRC pricing to the City  
Bid tabulation

**LETTER FROM SHERWIN INDUSTRIES, INC:**



2129 West Morgan Avenue Milwaukee, WI 53221 Phone 414-281-6400 Fax 414-281-6404

May 13, 2021

Mr. Aaron Vis  
Asst. Director of Public Works – Maintenance  
City of Wyoming  
2660 Burlingame Ave SW  
Wyoming, MI 46509

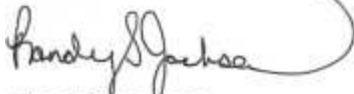
Re: Extension of Kent County Road Commissions Bids  
April 6, 2021

Dear Mr. Vis,

This letter confirms Sherwin Industries, Inc. will extend the pricing and conditions as specified in the Kent County Road Commission's Bid #21-MNT-11: Asphalt Concrete Crack Leveling Sealant, and Bid #21-MNT-12 Hot Rubber Crack Seale & Material for Concrete Joint Repair from April 6, 2021. Sherwin Industries, Inc. will agree to offer the same pricing and renewal options as contained within the above-mentioned bid solicitations.

Sherwin Industries, Inc. appreciates the past business and look forward to working with you again in for your pavement maintenance needs.

Cordially,



Randy S. Jackson  
Vice President

**BID TABULATION:**

04/13/2021



**Kent County  
Road Commission**

## **Bid Tabulation**

### **Bid #21-MNT-11: Asphalt & Concrete Crack Leveling Sealant**

**Contract Term: December 31st, 2021, w/ One-Year Renewal Option**

<b>Bidder</b>	<b>Manufacturer &amp; Product Name</b>	<b>Cost Per Pound/Truckload</b>	<b>Pounds Per Box/Box Per Pallet/ Per Truckload</b>
Sherwin Industries, Inc.	Crafco Inc #33339 Mastic One	\$.525 / \$22,680	40 lbs / 60 Boxes / 43,200 lbs

**STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO SHERWIN INDUSTRIES, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

**Bid Letting Date: 04/06/2021  
Anticipated Award Date: 04/13/2021**

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

RESOLUTION TO ACCEPT A PROPOSAL FROM ERSCO CONSTRUCTION SUPPLY  
FOR THE PURCHASE OF HOT RUBBER CRACK SEALER AND MATERIAL  
FOR CONCRETE JOINT REPAIR

WHEREAS:

1. As detailed in the attached staff report, ERSCO Construction Supply has provided the City with a proposal for the purchase of hot rubber crack sealer and material for concrete joint repair at in the amounts as listed on the attached proposal.
2. It is estimated the City will spend approximately \$25,000.00 this year for the purchase of hot rubber crack sealer and material for concrete joint repair.
3. Funds for the purchase are available in the major and local street maintenance account number 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from ERSCO Construction Supply for the purchase of hot rubber crack sealer and material for concrete joint repair.
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 June 7, 2021.

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

ATTACHMENTS:

Staff Report  
Proposal

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

## STAFF REPORT

Date: May 26, 2021

Subject: Proposal Acceptance - Hot Pour Rubber

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: June 7, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council accept a proposal from ERSCO Construction Supply for Hot Pour Rubber for the unit prices as noted on the attached quotation through March 2022.

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

Public Works Department staff performs crack sealing using a hot pour rubber compound on roads less than three years old as a preventative maintenance technique. Addressing cracks in their development infancy is a far more cost-effective option as opposed to waiting until the cracks develop into larger gaps or potholes.

### **DISCUSSION:**

On April 13, 2021, bids were received by the Kent County Road Commission for Hot Rubber Crack Sealer and Material for Concrete Joint Repair. Only one bidder responded and provided a price for an alternately specified hot rubber product. The bidder noted that the product had a delivery lead time of approximately one month. Additionally, local agencies reported application issues with this alternate product. Staff subsequently contacted ERSCO Construction Supply, located directly across the street from the Public Works facility, about providing pricing for the primary specified product. ERSCO Construction Supply provided a proposal for the hot rubber product that had the same or lower unit pricing (depending on the order quantity) as the lone bidder provided the Kent County Road Commission. Additionally, material was available for delivery within 5 days of placing an order.

Therefore, staff recommend accepting the proposal provided by ERSCO Construction Supply for the Hot Pour Rubber product. Unit pricing is approximately 3% less than last year, and staff expect to use approximately \$25,000 worth of hot pour rubber through March of 2022.

### **BUDGET IMPACT:**

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

### **ATTACHMENTS:**

ERSCO Construction Supply Hot Pour Rubber Product Proposal



Main Office  
 2739 Burlingame Ave | Wyoming, MI 49509 | 616.531.7050 ph | 616.531.2420 fax  
 Lansing Branch  
 16405 S. Grove Rd | Lansing, MI 48906 | 517.913.6900 ph | 517.913.6904 fax

### PRODUCT PROPOSAL

**Number:** 05252021  
**Date:** 5/25/2021  
**To:** City of Wyoming Public Works  
**Attn:** Joe Wahlfeld  
**Tax:** Exempt

**Rep:** Nick Scalabrino  
**Project:** Hot Pour Rubber 3405  
**Location:** 2660 Burlingame Ave. SW  
**Terms:** Net 30 Days

ERSCO Construction Supply is pleased to quote the following items for the project referenced above.

Quantities are estimates ONLY, per plans and specs. LUMP SUM (LS) pricing is not to be used to calculate a unit price. Unit Pricing is not to be used to calculate LS pricing.

BASE BID REINF. STEEL GR60 BLK	Quantity	Unit	Unit Price	AMOUNT
	-	Tons		#DIV/0!
MISC. PRODUCTS	Quantity	Unit	Unit Price	AMOUNT
Hot Pour Rubber W.R. Meadows 3405 55# box	55	LB	\$0.43	\$23.65
Hot Pour Rubber W.R. Meadows 3405 55# box (Truckload 792 boxes)	43,560	LB	\$0.43	\$18,730.80
Hot Pour Rubber W.R. Meadows 3405 55# box (Skid 36 boxes)	1,980	LB	\$0.45	\$891.00
Hot Pour Rubber W.R. Meadows 3405 55# box (Less than skid 35 boxes)	55	LB	\$0.48	\$26.40

**TERMS:** This pricing is good through March of 2022

**Notes:**

36 boxes per skid - 22 skids per truckload. Material will be delivered within 5 days of placing the order. Truckload pricing includes freight to 2660 Burlingame Ave.

**Conditions:**

A purchase order, signed proposal or written acceptance is required within 30 days to hold pricing. Minimum 10 working days are required for placement drawings and fabrication. Pricing is based on Detailing, fabrication, and delivery during a normal 40hr Monday-Friday work week unless notified otherwise. Any request to change or lessen lead time is subject to additional charges. Retainage is not allowed.

The above proposal is accepted by:  
 BY: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

The above proposal is approved by:  
 BY: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
ALUMINUM SULFATE (ALUM) AND HYDROFLUOROSILICIC ACID (FLUORIDE)

WHEREAS:

1. As detailed on the attached staff report, the City of Grand Rapids accepted formal bids for aluminum sulfate (alum) and hydrofluorosilicic acid (fluoride).
2. The City of Grand Rapids included the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon on the bid.
3. It is recommended the City Council authorize the purchase from the low bidders, USALCO, Michigan City Plant, LLC. (alum) and Univar Solutions USA, Inc. (fluoride).
4. It is estimated the City will spend \$334,850.00 on aluminum sulfate and \$73,148.00 on hydrofluorosilicic acid annually.
5. Funds for the purchase are budgeted in account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of aluminum sulfate (alum) from USALCO Michigan City Plant, LLC.
2. The City Council does hereby authorize the purchase of hydrofluorosilicic acid (fluoride) from Univar Solutions USA, Inc.
3. 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 June 7, 2021.

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

ATTACHMENTS:

Staff Report

Univar Solutions USA, Inc. Bid Award & Contract

USALCO Michigan City Plant, LLC. Solicitation Response/Cost Sheet

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

## STAFF REPORT

Date: June 1, 2021

Subject: Purchase of Aluminum Sulfate and Hydrofluosilicic Acid (fluoride)

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: June 7, 2021

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### **RECOMMENDATION:**

It is recommended the City accept the West Michigan cooperative purchasing group three-year competitive bids for Aluminum Sulfate (alum) provided by USALCO and Hydrofluosilicic Acid (fluoride) provided by Univar.

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

Participation in the West Michigan Cooperative purchase of chemical provides the City with the most favorable pricing for the necessary treatment chemicals through the greater quantity to be supplied. In addition, cooperative purchasing maintains communications and common benefits between the participating municipalities.

### **DISCUSSION:**

The City of Grand Rapids has accepted and awarded contracts for the purchase of alum and fluoride. This year's bid solicitation is for a three-year period with annual renewals. The bids were received by Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in the cooperative purchasing program for over fifteen years.

The low bid for alum in each of the three years was received from USALCO, our current alum supplier. The new bid of \$355.10 is a cost increase of \$11.19 per dry ton from last year's bid price, with modest increases of 3% in each subsequent year.

The low bidder for fluoride in each of the three years was received from Univar, also our current fluoride supplier. The new bid of \$349.99 is a cost increase of \$91.99 per ton from last year's bid price, with no annual increase for this year.

### **BUDGET IMPACT:**

Based on the average water treatment flows for the past seven years the anticipated cost for each chemical is as follows:

Aluminum Sulfate:	\$ 334,850.00
Hydrofluosilicic Acid:	\$ 73,148.00

Adequate funds were budgeted in account #591-591-55300-740.000.

## Veneklasen, Robert

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**From:** Criner, Kelly <kcriner@grand-rapids.mi.us>  
**Sent:** Thursday, May 6, 2021 8:00 AM  
**To:** Veneklasen, Robert  
**Subject:** RE: Aluminum Sulfate and Hydrofluorosilicic Acid

Both of these were bid out in 2020 and are in their first year of the contract. The renewal for both of these contracts will be processed by their expiration dates (6/13 and 5/23 respectively).

Thanks,

Kelly Criner  
Buyer, Purchasing

City of Grand Rapids  
300 Monroe Avenue NW, Suite 720  
Grand Rapids, MI 49503  
[kcriner@grcity.us](mailto:kcriner@grcity.us) | 616.456.3172



**From:** Veneklasen, Robert <VeneklasenR@wyomingmi.gov>  
**Sent:** Thursday, May 6, 2021 7:29 AM  
**To:** Criner, Kelly <kcriner@grand-rapids.mi.us>  
**Subject:** Aluminum Sulfate and Hydrofluorosilicic Acid

**[Stop. Think. Read. This is an external email. Please use caution when clicking on the links and opening attachments in**

**unsolicited email.]**

Good Morning Kelly,

I see that the Alum and Fluoride bids are expiring for the group cooperative purchase in less than a month. Since I haven't seen any bid document for review I am suspecting the current bids will be extended. Can you lend any indication to confirm what is planned for these chemical purchases? If the process is complete will you please send me this confirmation so I can provide this information for our City Council as well.

Thank you,  
Bob Veneklasen

# BID AWARD & CONTRACT

Bidders should sign this form at the time the Bid is submitted. If the contract is awarded to the bidder, the City will execute the contract after City Commission approval.

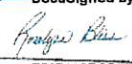
By signing this BID AWARD & CONTRACT, the bidder agrees to be bound by its content.

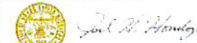
THIS CONTRACT is entered into on May 23, 2020. The contract includes:


The bid solicitation documents, the bidder's bid response documents, any required insurance or bond forms, the Equal Opportunity and/or Affirmative Action provisions required by City Policy whether attached or not and all other provisions required by law, City Charter, ordinance or City Policy whether attached or not.

By executing this CONTRACT, the parties agree to be bound by its terms and by the documents referred to which are incorporated herein by reference.

The City of Grand Rapids, a  
Michigan Municipal Corporation

DocuSigned by:  
By:   
E507110E961A4E2...  
Rosalynn Bliss, Mayor

DocuSigned by:  
Attested:   
606639A57C392EE...  
Joel H. Hondorp, City Clerk

DocuSigned by:  
  
28268A4C46D9402...

## BIDDER/CONTRACTOR

Univac Solutions USA LLC  
Full Legal Company Name (Type or Print)

Shelley Stevens  
Signature of Authorized Representative

Municipal Specialist  
Title of Authorized Representative

Shelley Stevens (see attached)  
Signature of Company Officer

Witnessed: Tom R. [unclear]



BID TAB

West Michigan Co-operative Agencies

ITEM #	ITEM DESCRIPTION	Grand Rapids		Grand Haven		Grand Haven WWTP		Holland BWP		Michigan Wic		Muskegon		Oswego County		Waukegan		Zeeland		Total of All Agencies Combined	
		QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE		
1	Dry Ion	881	\$443,412.00	60	\$21,120.00	11	\$4,972.00	210	\$84,820.00	450	\$203,400.00	47	\$21,244.00	24	\$10,848.00	700	\$316,400.00	130	\$58,760.00	2613	\$1,181,078.00
	Chemical		\$452.00																		
	Aluminum Sulfate		\$452.00																		
	Aluminum Sulfate		\$477.00																		
	Aluminum Sulfate		\$337,375.71		\$20,634.80		\$3,783.01		\$72,221.10		\$154,759.50		\$16,163.77		\$8,253.84		\$240,737.00		\$44,708.30		\$888,834.83
	Aluminum Sulfate		\$348,353.10		\$21,308.00		\$3,908.10		\$74,571.00		\$159,795.00		\$16,888.70		\$8,522.40		\$248,570.00		\$46,163.00		\$927,978.30
	Aluminum Sulfate		\$359,330.49		\$21,877.40		\$4,928.19		\$78,900.00		\$164,830.50		\$17,215.63		\$8,790.95		\$258,403.00		\$47,617.70		\$957,418.77
	Chemicals		\$359,330.49		\$21,877.40		\$4,928.19		\$78,900.00		\$164,830.50		\$17,215.63		\$8,790.95		\$258,403.00		\$47,617.70		\$957,418.77
	Chemicals		\$359,330.49		\$21,877.40		\$4,928.19		\$78,900.00		\$164,830.50		\$17,215.63		\$8,790.95		\$258,403.00		\$47,617.70		\$957,418.77
	Chemicals		\$359,330.49		\$21,877.40		\$4,928.19		\$78,900.00		\$164,830.50		\$17,215.63		\$8,790.95		\$258,403.00		\$47,617.70		\$957,418.77

Chemicals  
 80 East Halsey Road Suite 200  
 Parsippany NJ 07054

UMALCO Michigan City Plant LLC  
 Plant Company Avenue  
 South Bend IN 46601

Year 1  
 Year 2  
 Year 3

Solicitation Response / Cost Sheet

Bid Item Qty.	Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1. 1 Dry Ton	Chemicals, bulk liquid aluminum sulfate, for use in production of potable water, product proposed shall conform with AWWA Standard B403-16, ANSI/NSF Standards 60 AND 61, or most recent standards thereof. Product bid shall be manufactured from alumina trihydrate (ath), and not exceed 75ppm iron content. Product shall be delivered in tank loads, with certifications and SDS accompanying each delivery.	\$343.91/Ton	\$355.10/Ton	\$366.29/Ton

Bid price proposed shall be based on dry weight (17%)

Specify Manufacturer USALCO Product Name Liquid Aluminum Sulfate Concentration 17% dry weight Proposed.

Specify the estimated number of days from receipt of order to delivery: 2-3 days

Specify the tanker load size per delivery: 10.95 dry tons / 4,054 gallons

Minimum order quantities, if any, at the pricing proposed: 3,300 gallons

Provide the equivalent unit price per wet ton, based on the following formula: (\$/wet ton x 17) / 8.28

\$ Above prices are per Dry Ton. Year 1 \$167.5044/wet ton; Year 2 \$172.9546/wet ton; Year 3 \$178.4048/wet ton

/wet ton

**Cooperative Agreement:**

We will supply the commodities and/or services on this bid, at the prices and terms as specified herein, to the City of Grand Rapids departments, West Michigan Cooperative Purchase Agencies, and to other local agencies/units that in the future may wish to utilize the co-op pricing. As the lead cooperative agency, the City of Grand Rapids reserves the right to add/authorize other municipalities and/or local agencies to the contract at any time during the life of the contract, at the prevailing terms, conditions, specifications, and pricing of the contract.

Can you comply:  Yes  No.

Company Name

USALCO Michigan City Plant, LLC

Print or Type

  
Signature

All purchase orders shall be submitted by, invoices billed to, and payment remitted by, the authorized departments and other local units of government ordering the commodities and/or services.

Bidder: USALCO Michigan City Plant, LLC

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF A  
TRUNARC HANDHELD NARCOTICS ANALYZER AND SOLUTION KIT  
FROM THERMO FISHER SCIENTIFIC

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of a TruNarc handheld narcotics analyzer and solution kit from the sole source, Thermo Fisher Scientific in the total amount of \$25,682.34.
2. Funds for the purchase are available in the drug forfeiture funds account number 265-305-31500-973.031.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a TruNarc handheld narcotics analyzer and solution kit from Thermo Fisher Scientific.
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 June 7, 2021.

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

ATTACHMENTS:

Staff Report

Letter

Quote

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

## STAFF REPORT

Date: May 26, 2021  
Subject: Handheld Narcotics Analyzer Purchase  
From: Cpt. James Maguffee  
Meeting Date: June 7, 2021

---

### **RECOMMENDATION:**

It is recommended City Council authorize the purchase of a TruNarc handheld narcotics analyzer complete with one solution kit in the amount of \$25,682.34.

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

Our Police Forensic Science Unit often assists patrol officers and detectives with preliminary drug testing of known or suspected drugs seized in the field. Currently technicians use an imperfect system called wet color tests. This method tests for only a severely limited number of controlled substances, are susceptible to false positive results, and require considerable handling of substances.

The proposed handheld analyzer tests material for hundreds of controlled substances, it is much more focused and specific than the wet color tests and can scan through the most commonly used packaging material, greatly reducing the physical handling of unknown or dangerous material, such as fentanyl.

Purchasing and deploying this tool will streamline preliminary drug identification, identify a much wider range of material, reduce false positive results, and increase the safety of technicians and officers through reduced handling of dangerous substances.

### **DISCUSSION:**

Thermo Fisher Scientific is the sole source manufacturer of the tool our team says best suits their needs. A sole source justification letter is attached.

### **BUDGET IMPACT:**

City Manager Curtis Holt approved this purchase during the supplemental budget process for the current budget in the total estimated amount of \$20,000. As detailed in the attached sales quotation from Thermo Fisher Scientific the total cost to purchase one TruNarc handheld narcotics analyzer complete with one solution kit is \$25,682.34. Funds for this purchase are budgeted in the drug forfeiture funds account number 265.305.31500.973.031.

Attachment:  
Letter

January 12, 2021

RE: Request for Sole Service / Sole Brand Justification

To whom it may concern:

The purpose of this letter is to provide additional justification for why Thermo Scientific Portable Analytical Instruments Inc. ("Thermo Fisher") is the sole source service provider for its handheld chemical analyzers ("Safety and Security Products"). Such Safety and Security Products deliver rapid, field-based identification of unknown chemicals, explosives, and chemical weapons as well as narcotics, performed directly from within the hazard zone and providing specific, actionable data— enabling first responders, national security, and military organizations to act quickly and decisively.

Thermo Fisher is the sole manufacturer of the FirstDefender RMX, RM, TruDefender FTX, FTXi, FT, FTi, and Gemini as well as the TruNarc™ Handheld Narcotics Analyzer from its sole manufacturing location at 2 Radcliff Road, Tewksbury, Massachusetts USA. These devices utilize the proprietary chemometrics and DecisionEngine 2.0 MX analysis software also produced solely by Thermo Fisher.

Thermo Fisher utilizes the expertise of its trained technicians and engineering staff to perform all necessary repairs on a return-to-depot basis, to maintain the quality control necessary for the instruments' mission-critical applications. Additionally, the technicians must utilize proprietary software, intellectual property (technical documentation), calibration files and algorithms, as well as specialty tooling designed by Thermo Fisher in order to properly repair the Safety and Security Products in accordance with published specifications. For those reasons, coupled with complexity and overall safety, Thermo Fisher is the sole service provider for our Safety and Security Products and possesses unique qualifications, specialized capabilities, and expertise that are not otherwise available in the marketplace.

Do not hesitate to contact me if you have any questions. I can be reached at (315) 516-4813 or [annette.blumer@thermofisher.com](mailto:annette.blumer@thermofisher.com).

Very truly yours,

*Annette Blumer*

Annette Blumer  
Contracts Manager

**Sales Quotation**

**Thermo Scientific Portable Analytical Instruments Inc.**  
 2 Radcliff Rd  
 Tewksbury, Massachusetts 01876  
 United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00242454	05/26/2021	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	06/30/2021
Inco Terms		Shipping Method	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

**Submitted To:**

Terra Wesseldyk  
 Wyoming Department of Public Safety  
 2300 DeHoop Ave SW  
 Wyoming, Michigan 49509  
 United States

Phone:  
 Email: wesseldykt@wyomingmi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:	
Contact:	Michael Nagle
Phone:	(617) 716-9831
Fax:	
Email:	michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page	

**GSA Contract No. GS-07F-6099R**

Contract period: March 26, 2010 - September 28, 2025  
 SIN 334519  
 SIN 339999E

**When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:**

*"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."*

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01042-01	<b>TruNarc, Unlimited, Warranty - 2 Yrs, Train-12</b>	USD 25,112.34	1.00	USD 25,112.34
	GSA Item	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.			
2.00	810-01462-01	<b>TruNarc Solution Kit (Type H) - 100, English</b>	USD 570.00	1.00	USD 570.00
	Open Market Item	TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.			
3.00	820-01052-01	<b>TruNarc, Unlimited, Warranty Renewal - 2 Yrs</b>	USD 0.00	1.00	USD 0.00

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

GSA Item

Warranty for 2 years for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

**Total: USD 25,682.34**

**Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc**

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

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## Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order

E-mail to: [pai.sales.ops@thermofisher.com](mailto:pai.sales.ops@thermofisher.com)

Fax to: 1-877-680-2568

### Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

### Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

## Payment Details

### Method of Payment

Net 30 (Attach Credit Application & Credit References)

Credit Card

Check

Wire Transfer

### Sales Tax Application

Yes Apply Sales Tax

No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

**\*\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*\***

## Address Verification

Please make corrections if necessary below:

### Bill to:

2300 DeHoop Ave SW

Wyoming, Michigan 49509

United States

### Ship to:

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

## Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

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When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

# THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## 9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. **HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. **SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

06/07/21

Purchasing/LAJ

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

RESOLUTION TO ACCEPT A PROPOSAL FROM ALL CITY MANAGEMENT SERVICES, INC.  
TO PROVIDE CROSSING GUARD SERVICES AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, All City Management Services, Inc. provides crossing guard services for the City's crossing guard needs.
2. All City Management Services, Inc. has provided the City with a proposal to extend their current contract, with a slight price increase, for an additional two-year period.
3. It is recommended the City Council accept the proposal.
4. It is estimated the City will spend \$184,577.40 for the crossing guard services.
5. Funds for the services are budgeted in account number 101-305-31600-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from All City Management Services, Inc. to provide crossing guard services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 7, 2021.

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

ATTACHMENTS:

Staff Report

Contract

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

## STAFF REPORT

Date: May 26, 2021  
Subject: All City Management Services Crossing Guard Contract Extension  
From: Cpt. James Maguffee  
Meeting Date: June 7, 2021

---

### **RECOMMENDATION:**

It is recommended City Council authorize an extension of a two-year contract between the City of Wyoming and All City Management Services, Inc. for the City's crossing guard needs.

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

According to Michigan law, the function of school crossing guards is the responsibility of the local law enforcement agency having jurisdiction over the crossing. Our children walking to and from their homes to school require safe transit and the crossing guard program helps insure that. Contracting this service has been shown to reduce demand on police officers and police supervisors, freeing them to complete more specialized and technical law enforcement tasks, while providing a competent and properly supervised program.

### **DISCUSSION:**

The City of Wyoming began contracting crossing guard services in May of 2013. City Council Resolution number 24477 dated May 20, 2013 authorized this and resolved that future renewals could be made with consent of the City Manager in accordance with budget authorization. The current contract expires June 30, 2021 and the vendor, All City Management Services, Inc. has offered a two-year renewal with only modest price increases. The City Attorney has prepared the contract for signing should you approve the extension.

### **BUDGET IMPACT:**

The total estimated cost of the two year contract is \$184,577.40. Monies are budgeted for this purpose and are available in budget line 101.305.31600.956.000.

## CROSSING GUARD SERVICES CONTRACT

This Crossing Guard Services Contract is made as of July 1, 2021 and ends June 30, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (the “City”) and All City Management Services, a California corporation of 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, CA 90670 with a registered Michigan address of National Registered Agents, Inc., 40600 Ann Arbor Rd E, Suite 201, Plymouth, MI 48170 (“ACMS”).

### RECITALS

- A. The City wishes to provide crossing guards at some crosswalks in the City to enhance the safety of street crossings by students at certain times on the approximately 180 days schools are in session.
- B. ACMS provides crossing guard services for communities in many states.

### TERMS AND CONDITIONS

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

1. ACMS's Obligations. ACMS will:

- A. Provide properly trained and equipped **Crossing Guards** to marked crosswalks designated by the City during the times designated by the City and on the days designated by the City.

- 1. The police lieutenant serving in City Department of Public Safety Support Services Unit will serve as the City’s designated representative for purposes of this contract (“**City Rep**”). That position is currently held by Lt. Mark Easterly whose e-mail address is [EasterlyM@wyomingmi.gov](mailto:EasterlyM@wyomingmi.gov) and whose telephone number is (616) 530-7308.

- 2. Crossing Guards will be at the designated crosswalks at the designated times on the designated days unless, due to weather or other circumstances, school students who use those crosswalks during those designated times do not have school.

- 3. If school starting or dismissal times are altered due to weather or other circumstances, if aware of such changes, Crossing Guards will provide their services during the revised times on those days.

- 4. ACMS personnel will attempt to keep apprised of weather-related school closings and changes in times via local media lists. The City Rep will attempt to contact ACMS when other circumstances might result in schedule alterations. ACMS will also contact personnel at schools served under this Contract to arrange for direct communication of scheduling changes.

- 5. ACMS will maintain and assign as needed adequate reserve personnel to serve as alternate Crossing Guards if a Crossing Guard (i) is unable to or will not provide services at any designated time or (ii) fails to report for work at any designated time and location.

- B. Assign such supervisory personnel as may be reasonably necessary to ensure ACMS provides all services in the manner required by this Contract.

- C. Without expense to the City, ensure that all Crossing Guards are trained in appropriate procedures for crossing pedestrians in marked crosswalks and that they are equipped as reasonably needed to provide those services in varying weather and light conditions. ACMS will provide all Crossing Guards with apparel so they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing those duties. The apparel will be appropriate for weather conditions. ACMS will also provide all Crossing Guards with hand held “Stop” signs and any other safety equipment which may be necessary.

- D. Ensure that in the performance of services under this Contract, ACMS Crossing Guards and other personnel will comply with (i) all applicable laws, ordinances, rules, and regulations, (ii) all orders from courts, judges, tribunals, administrative law judges, or other adjudicators of competent jurisdiction, (iii) order or directions of federal, state or city officials of competent jurisdiction. ACMS will train its Crossing Guards and other personnel as needed to enable them to so comply. ACMS will have and will maintain and its Crossing Guards will have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to serve as Crossing Guards in Michigan.

E. Invoice the City's Finance Department monthly for services rendered the preceding month. Invoices shall be submitted as directed by the City's Finance Department with a copy to the City Rep.

F. Designate and notify the City of the name, cellular telephone number, and e-mail address for a local representative of ACMS to be contacted by the City Rep or school personnel about weather conditions, changes in school starting or dismissal times, changes in the school calendar or other information and needs for collaboration for a mutually successful performances of services under this Contract ("**ACMS Rep**").

G. Ensure all ACMS Crossing Guards and other personnel engage students, others using the intersection at which they are serving, school personnel, City personnel and the general public with civility, professionalism, and courtesy.

2. City Obligations. The City will:

A. Pay ACMS as follows:

1. Payments shall be at \$35.29 per hour for the 2021/2022 school year for services provided by Crossing Guards under this Contract. The total hours projected for such services based on a school calendar with 180 instructional days during which students are present is 2565 hours at twelve different sites. The total project amount to be paid to ACMS not-to-exceed \$90,519.00.

a. Payments shall be at \$36.67 per hour for the 2022/2023 school year for services provided by Crossing Guards under this Contract. The total hours projected for such services based on a school calendar with 180 instructional days during which students are present is 2565 hours at twelve different sites. The total project amount to be paid to ACMS not-to-exceed \$94,059.00.

b. If the City changes either the hours of Crossing Guard services each day (*e.g.*, determines services need to be provided over a longer period of time), the calculations provided above shall correspondingly change.

2. The hourly rate provided in the preceding subsection is based upon information ACMS currently has about current payroll tax rates, state wage laws, workers disability compensation rates, and other cost factors. If those factors change or if the information on which ACMS provided that hourly rate is found to be incorrect, ACMS may communicate with the City Rep about the changed or incorrect information and ACMS's desire to therefore alter the hourly rate. The City may accept that change or may decide it does not want to accept that change and then terminate this Contract. The change will not go into effect for at least 60 days after ACMS provides such notification and, regardless of any other provision of this Contract, the City may within 30 days decide to terminate this Contract with 30 days' notice to ACMS.

3. Payments on the undisputed portion of any invoice will be made within 30 days of the date the City's Finance Department receives the invoice from ACMS as provided in subsection 1.E of this Contract. If there is a question or dispute about any invoice, payment of the unquestioned/undisputed portion will be timely made and, as or before it makes that payment, the City will promptly contact ACMS's Director of Administrative Services (currently Demetra Ferrell at (424) 298-9307 and [demtra@thecrossingguardcompany.com](mailto:demtra@thecrossingguardcompany.com)) regarding that question or dispute in an effort to resolve it.

B. Communicate with school personnel about the contact information for the ACMS Rep and communicate with the ACMS Rep with names and contact information for key school personnel.

C. Promptly communicate with the ACMS Rep when the City is aware of changes in school schedules times or other information relevant to ACMS's performance if ACMS's services under this Contract.

3. City Standard Terms and Conditions.

A. Neither ACMS nor its directors, officers, shareholders, or key employees (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; or (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

B. ACMS and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

C. ACMS 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.

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

E. ACMS and its members, officers and employees, have not engaged in and will not engage in: (i) holding an interest that would conflict with this Contract; (ii) an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, except ACMS's personnel, any consideration contingent upon the award of this Contract. No ACMS member, officer, or key employee is a spouse, parent, child, grandchild, or sibling of the mayor, a city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City before signing this Contract. ACMS will immediately notify the City of any change in these circumstances.

F. ACMS guarantees the use of software, records or other intellectual property used to meet its obligations or exercise its rights under this Contract will not infringe any copyright, patent, trademark, or other intellectual property rights.

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

4. Independent Contractor. ACMS is an independent contractor. Accordingly:

A. No ACMS personnel are or will represent themselves to be City officers or employees.

B. Payment of any (i) income, sales, use, excise or other taxes related to City payments made to ACMS under this Contract, (ii) employee withholding for ACMS personnel including, without limitation, Social Security, Medicare, income tax, garnishments or court ordered payments, insurance premiums or other amount ACMS is required to pay or withhold from any compensation due ACMS personnel, (iii) wages and benefits (or premiums or other amounts for any fringe benefits) provided any ACMS personnel, (v) workers' disability or unemployment compensation, and other amounts to be paid by or on behalf of ACMS to or for ACMS or its personnel are solely the responsibility of ACMS.

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

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

E. ACMS is solely responsible for selection, training, management, oversight and conduct of Crossing Guards and other ACMS personnel providing services under this Contract.

5. Risk Allocation and Insurance.

A. ACMS will provide workers' compensation insurance covering its employees in accordance with Michigan law. It shall, to the extent permissible, provide a waiver of subrogation.

B. ACMS will obtain and maintain liability insurance for Crossing Guard activities that covers the City and its council members, officers, employees and volunteers as insureds or additional insureds and provides that the City is a certificate holder. That insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. That insurance will:

1. Be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions.
2. Be endorsed for contractual liability and personal injury and endorsed to include the City, its council members, officers, employees, volunteers, and interests of the City.
3. Not be canceled, non-renewed, or reduced in coverage or limits except after at least 30 days written notice to the Wyoming City Clerk by certified mail, return receipt requested.

C. ACMS shall provide the City Rep a copy of issued certificate(s) of insurance showing the insurance in effect and premiums paid. Upon the City Rep's request, ACMS shall provide the City Rep copies of all required policies and endorsements.

D. ACMS will defend, indemnify and hold harmless the City and the City's council members, officers, employees and volunteers from and against all demands, claims, lawsuits, administrative actions, judgments, awards, or investigations that may be asserted by or on behalf of any individual, entity or group arising out of the negligent, grossly negligent, careless, reckless, or willful acts or omissions of ACMS or ACMS's directors, officers, employees or agents ("**Claims**").

1. ACMS will defend any action or actions filed in connection with any Claims and will pay all costs and expenses including attorney's fees incurred in connection with any Claims.
2. ACMS will promptly pay any judgment or award rendered against the City or the City's council members, officers, employees or volunteers for any such Claims.
3. If the City or any City council member, officer, employee, or volunteer is made a party to an action filed or prosecuted against ACMS for such Claims arising from or in connection with the sole negligence, gross negligence, carelessness, recklessness or willful acts or omission of ACMS or ACMS's directors, officers, employees or agents, ACMS will pay the City all costs incurred by the City of the City's council members, officers, employees or volunteers in such action including, but not limited to, reasonable attorney's fees.
4. If a court, arbitrator or governmental agency determines that liability for any Claim was caused or contributed to by the negligence, gross negligence, carelessness, recklessness or willful acts or omission of the City or the City's council members, officers, employees, or volunteers, liability will be apportioned between ACMS and the City based upon the parties' respective degrees responsibility, as determined by the court, arbitrator or governmental agency and ACMS's duty to indemnify the City will be limited accordingly.
5. Regardless of anything to the contrary in this Contract, ACMS's indemnification obligation to City for claims under this Contract will be limited to the maximum combined aggregate of ACMS's general liability and umbrella insurance policies which is and shall remain at least \$9.0 million.

6. Respect and Nondiscrimination. The City is committed to courtesy, respect, equity, fairness, impartiality, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors engage in for or on behalf of the City. Accordingly:

A. ACMS and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Contractor and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

B. ACMS and its subcontractors and consultants will treat all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law. If ACMS personnel will be engaging in prolonged communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with the City's Limited English Proficiency (LEP) Plan (available as part of the City's Nondiscrimination Policy at [www.wyomingmi.gov](http://www.wyomingmi.gov)) will comply with the language assistance requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to ACMS under this Contract until ACMS complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in ACMS's ineligibility to bid on or enter future City contracts.

D. ACMS must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by the City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of ACMS is in the exclusive possession of another who fails or refuses to furnish it, ACMS must so certify to the City's purchasing director.

5. ACMS must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. ACMS must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as the City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

7. Term and Termination. This Contract will be in effect from July 1, 2021 through June 30, 2023. However, the obligations under section 5 of this Contract shall remain in effect until all Claims that may have accrued during the term of this Contract have been fully addressed or are barred by applicable statutes of limitations.

A. Either party may terminate this Contract upon 60 days' prior written notice to the other Party.

B. This Contract may be extended without amendment upon a written acknowledgement by the ACMS Rep and the City Manager of the hourly rate to be applied during and the length of any such extension.

8. Assignment and Beneficiaries.

A. Neither party may assign this Contract or any of its rights, duties or obligations under this Contract without the prior written consent of the other party which may be declined for any reason or for no reason.

B. No individuals or entities other than the parties are intended to be beneficiaries of this Contract. Therefore, not other individuals or entities may bring or maintain any Claim under this Contract.

9. General Provisions.

A. Reference to any City or ACMS officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees. Any designees shall be designated in writing.

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

C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate,

bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

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

**CITY OF WYOMING**

**ALL CITY MANAGEMENT SERVICES, INC.**

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

By: \_\_\_\_\_  
Demetra Farwell, Corporate Secretary

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

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

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

Approved as to form:

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

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

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

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
Clean Water Plant Chemicals	Alexander Chemical Corp. Applied Specialties, Inc. Chemtrade Chemicals US LLC Haviland Products Co. Hexagon Technologies, Inc. Webb Chemical Service Corp. W.K. Merriman, Inc.	Bid prices as shown on the attached staff report.
Water Treatment Chemicals	Cabot Norit Americas, Inc. Donau Carbon US, LLC Jacobi Carbons, Inc. Polydyne, Inc. Webb Chemical Service Corp.	Bid prices as shown on the attached staff report.

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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 June 7, 2021.

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

ATTACHMENTS:  
Staff Reports  
Contracts

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

## STAFF REPORT

Date: May 25, 2021  
Subject: Clean Water Plant Chemical Bids  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: June 7, 2021

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### RECOMMENDATION:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

### DISCUSSION:

On May 18, 2021, bids were opened for treatment chemicals used at the Clean Water Plant and the following solicitation of bids from approximately 160 companies. After review of the submitted bids, I am recommending City Council approve the following low bids for the Clean Water Plant.

Chemical	Recommended Bidder	Cost Delivered
Sulfur Dioxide – used to remove the chlorine from the effluent flow as it leaves the plant.	Alexander Chemical Corporation	\$798.00 per ton
Sodium Hydroxide (bulk) – used in our odor control scrubbers.	Alexander Chemical Corporation	\$5435.76 per 3,000 gal
Sodium Hydroxide (drum) – used in our odor control scrubbers.	Alexander Chemical Corporation	\$152.00 per 55 gal
Sulfuric Acid – used in our odor control scrubbers.	Alexander Chemical Corporation	\$4551.75 per 2,500 gal
Muriatic Acid – used to clean the odor control scrubbers.	Haviland Products Company	\$27.85 per 148-lb drum \$73.00 per 55-gallon drum

<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Cost Delivered</b>
Ferric Chloride – used as a back up to our biological phosphorus removal process. Have not used any for almost 4 years.	Webb Chemical Service Corp.	\$573.00 per ton
Liquid Slurried Lime – used to prepare our sludge for land application.	W.K. Merriman, Inc. Chemtrade Chemicals US LLC (as back-up supply)	\$129.50 per liquid ton \$149.70 per liquid ton
Chlorine – used to disinfect the plant effluent.	Alexander Chemical Corporation	\$435.00 per ton
WY-23	Hexagon Technologies, Inc.	\$1.74/pound
Alternate polymer as processing needs change	Applied Specialties, Inc.	\$1.96/pound

### **BUDGET IMPACT:**

Following is a cost comparison showing chemical costs from the prior fiscal year. As you can see by the chart below, there can be large price changes on a year to year basis. Fortunately, some of the chemicals are actually getting cheaper this year. Chlorine and Sulfur Dioxide usage will also stop completely this year after the completion of the UV disinfection system. Sufficient funds have been budgeted for and exist in the following Sewer Fund Accounts:

Clean Water Plant supplies account 590-590-54300-740.000  
 GVRBA Land Application supplies account 590-590-54800-740.000  
 GVRBA Pump House supplies account 590-590-54801-740.000

<b>Chemicals</b>	<b>2019-2020 (didn't bid last year due to COVID 19)</b>	<b>2021-2022</b>	<b>Actual Difference</b>	<b>Estimated Annual Expense</b>
Ferric Chloride	\$589.00/ton	\$573.00/ton	-2.7%	\$70,000
Sulfur Dioxide	\$698.00/ton	\$798.00/ton	+14.3%	\$25,000
Sodium Hydroxide (bulk)	\$6350.00/3,000 gallons	\$5,435.76/3,000 gallons	-14.4%	\$14,000
Sodium Hydroxide (drum)	\$159.00/55 gallon	\$152.00/55 gallon	-4.4%	\$5,000
Sulfuric Acid	\$4,475.00/2,500 gallons	\$4,551.75/2,500 gallons	+1.7%	\$5,000
Muriatic Acid	\$48.69/drum	\$27.85/drum	-42.8%	\$5,000
Liquid Lime	\$132.00/ton	\$129.50.00/liquid ton	-1.9%	\$175,000
Wy-23 Polymer	\$1.68/pound	\$1.74/pound	+3.6%	\$24,000
Chlorine	\$389.00/per ton	\$435.00/per ton	+11.8%	\$30,000

The Clean Water Plant spends approximately \$353,000 on chemicals in a typical year. The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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

**Recitals**

City requested bids/proposals for the **WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS** 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 May 18, 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: Alexander Chemical Corporation  
LEGAL NAME OF COMPANY

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Corporation, State of Illinois  
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

---

7593 S First Road  
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

---

LaPorte, IN 46350  
STREET ADDRESS

---

LaPorte, IN 46350  
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:   
\_\_\_\_\_  
Signature for Contractor

Robert Davidson, President  
Printed Name & Title of Person Signing

Date signed: May 13, 2021



**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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

**Recitals**

City requested bids/proposals for the **WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS** 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 May 18, 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: CHEMTRADE CHEMICALS US LLC  
LEGAL NAME OF COMPANY

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

LIMITED LIABILITY COMPANY; DELAWARE  
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

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90 EAST HALSEY ROAD, SUITE 200  
STREET ADDRESS

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<u>PARSIPPANY</u> <small>CITY</small>	<u>NJ</u> <small>STATE</small>	<u>07054</u> <small>ZIP CODE</small>
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**Terms and Conditions**

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2. City will pay the Contractor in accordance with the Contract Documents.
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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: Elizabeth Ryno  
Signature for Contractor

ELIZABETH RYNO, MARKETING SPECIALIST  
Printed Name & Title of Person Signing

Date signed: MAY 15, 2021

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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

**Recitals**

City requested bids/proposals for the **WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS** 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 May 18, 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: Haviland Products Company  
LEGAL NAME OF COMPANY

---

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

---

421 Ann St. N.W.  
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

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421 Ann St. N.W.  
STREET ADDRESS

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Grand Rapids MI 49504  
CITY STATE ZIP CODE

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**Terms and Conditions**

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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: James Knappe  
Signature for Contractor

James Knappe, Sr. Director Sales  
Printed Name & Title of Person Signing

Date signed: 05/12/21

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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

**Recitals**

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"Contractor" means

**Hexagon Technologies, Inc.**  
LEGAL NAME OF COMPANY

**S Corporation (KY)**  
BUSINESS NAME / D.B.A. IF DIFFERENT FROM ABOVE

**3600 Chamberlain Lane, Suite 802**  
FORMER BUSINESS AND STATE IN WHICH FORMED - If a partnership, association, limited liability company, or professional corporation and the state in which it was formed

**Louisville KY 40241**  
STREET ADDRESS CITY STATE ZIP CODE

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

City of Wyoming

By: Jack A. Poff, Mayor

By: Kelli A. Vandenberg, City Clerk

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

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Contractor

**KIRAN E. SHAH**  
Printed Name & Title of Person Signing

Date signed: JUNE 1, 2021

Wyoming

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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**Recitals**

City requested bids/proposals for the **WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS** 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 May 18, 2021 and related required materials (the "Bid") that was selected by City

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"Contractor" means: Webb Chemical Service Corporation  
LEGAL NAME OF COMPANY

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

2708 Jarman Street  
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

2708 Jarman Street  
STREET ADDRESS

Muskegon Heights MI 49444  
CITY STATE ZIP CODE

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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 for Contractor

John R. Hill Sales Manager  
Printed Name & Title of Person Signing

Date signed: June 1, 2021

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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"Contractor" means: W.K. Merriman, Inc.  
LEGAL NAME OF COMPANY

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

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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  
7038 Front River Road

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STREET ADDRESS

Pittsburgh                      PA                      15225  
CITY    STATE    ZIP CODE

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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: Wendy Chevalier  
Signature for Contractor

Wendy Chevalier - VP  
Printed Name & Title of Person Signing

Date signed: 4/12/21

## STAFF REPORT

Date: June 1, 2021

Subject: Water Treatment Chemicals

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: June 7, 2021

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### RECOMMENDATION:

It is recommended the City Council approve the chemical vendor bid pricing for powdered activated carbon, polymers, and tetra-potassium pyrophosphate.

### COMMUNITY, SAFETY, STEWARDSHIP:

The purchase of water treatment chemicals ensures the proper treatment of the drinking water to be certain that all State and Federal requirements are met. The competitive bid pricing solicited is in the best interest of the City.

### DISCUSSION:

On May 25, 2021 bids were received for powdered activated carbon, polymers, and tetra-potassium pyrophosphate for the Water Treatment Plant. The bids received were the result of solicitations sent to 40 prospective bidders in an effort to obtain the most favorable pricing. It is recommended the following chemical vendor bids be accepted for treatment chemicals to be used at the Water Treatment Plant.

CHEMICAL	AWARD BID TO:	DELIVERED PRICE
Lignite powdered activated carbon	Cabot Norit Americas, Inc.	\$1,340.00 per ton
Coal powdered activated carbon	Donau Carbon US, LLC	\$1,228.00 per ton
Coconut powdered activated carbon	Jacobi Carbons, Inc.	\$1,480.00
Tetra-Potassium Pyrophosphate	Webb Chemical Service Corporation	\$81.50 per 50# bag
Cationic Coagulant Aid Polymer	Polydyne, Inc.	\$10,320.00 per 2000 gallons
Cationic Dewatering Polymer	Polydyne, Inc.	\$540.00 per barrel

The recommendation is to accept the bids by three vendors for the powdered activated carbon to enable use of three different base materials for their characteristics in taste and odor control. The cost of lignite based carbon is an increase of \$60.00 per ton and the cost of coal based carbon is an increase of \$81.50 per ton. The cost of coconut based carbon has not been previously explored. We anticipate the use of 40 tons for a cost of \$48,800.00

Although we received calls of interest from other vendors, we received only one bid for both the coagulant aid and dewatering polymer. These bids are from our current vendor. The cost of coagulant aid polymer is an increase of \$516.00 per 2000 gallon shipment. The cost of dewatering polymer is an increase of \$27.00 per barrel. We anticipate the use of 42 tons of coagulant polymer for a cost of \$71,890.00 and 12 tons of dewatering polymer for a cost of \$27,540.00.

The tetra-potassium pyrophosphate (TKPP) is used to sequester calcium and magnesium salts from the sodium hypochlorite carrier water to deter plugging of the piping. This product is used when chlorine is applied to the intake pipe for zebra mussel control. The cost of TKPP is an increase of \$21.45 per Share the number of bids sent, number of bids received, and other pertinent details of this bid's process. We anticipate the use of 10-50lb bags for a cost of \$815.00.

### **BUDGET IMPACT:**

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740.000. The estimated cost of the chemicals listed above is expected to total approximately \$149,045.00.



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"Contractor" means:

Donau Carbon US LLC

LEGAL NAME OF COMPANY

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

LLC

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

551 N US Hwy 41

STREET ADDRESS

Dunnellon

CITY

FL

STATE

34432

ZIP CODE

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**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 for Contractor

Patrick Maloney / CEO  
Printed Name & Title of Person Signing

Date signed: 6/1/2021

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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"Contractor" means: Jacobi Carbons, Inc.  
LEGAL NAME OF COMPANY

---

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

---

432 McCormick Boulevard  
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

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Columbus                      OH                      43213  
STREET ADDRESS                      CITY                      STATE                      ZIP CODE

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**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: Linda Krepper  
Signature for Contractor                      municipal  
Linda Krepper - Bid Specialist  
Printed Name & Title of Person Signing

Date signed: 5-10-21

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT**

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Polydyne Inc.

"Contractor" means:

<small>LEGAL NAME OF COMPANY</small>		
_____		
<small>BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE</small>		
_____		
Corporation - A Delaware Corporation		
<small>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</small>		
_____		
1 Chemical Plant Road		
<small>STREET ADDRESS</small>		
_____		
Riceboro	GA	31323
<small>CITY</small>	<small>STATE</small>	<small>ZIP CODE</small>

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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 for Contractor

Boyd Stanley, Sr. Vice-President  
\_\_\_\_\_  
Printed Name & Title of Person Signing

Date signed: 5/13/21 \_\_\_\_\_



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 56<sup>th</sup> 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 56<sup>th</sup> 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.

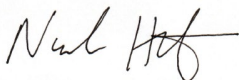
The envisioned use of the two parcels is to redevelop the site as a professional office building. The .9 acre site will be located on the edge of the Del-Mar Farms development, and is located nearby other office uses. This is a rezoning request only.

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 56<sup>th</sup> 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 56<sup>th</sup> 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 56<sup>th</sup> 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)

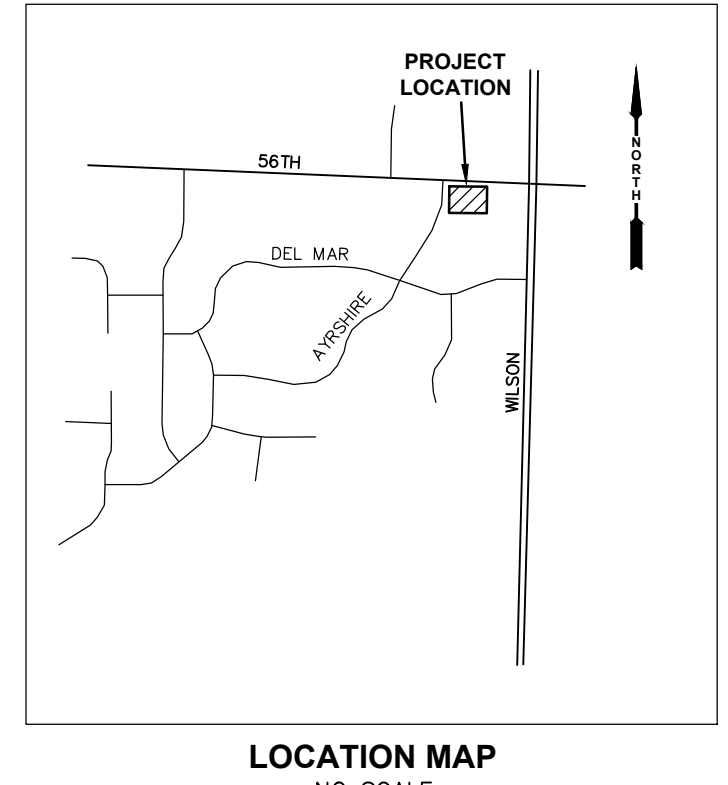
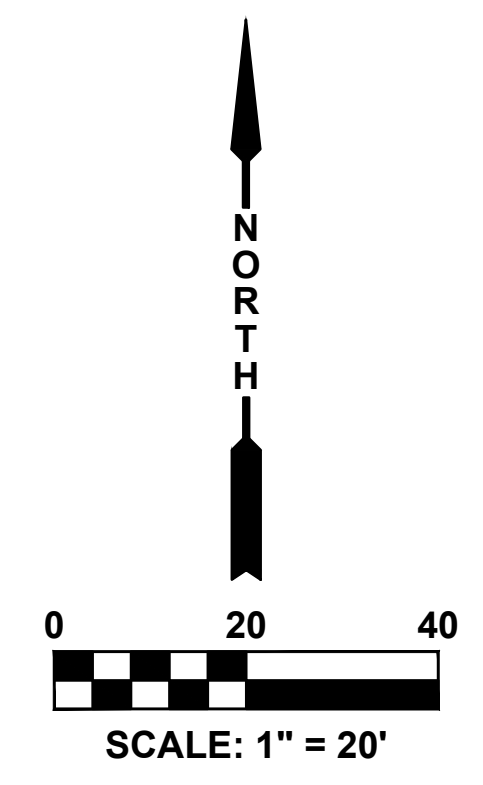
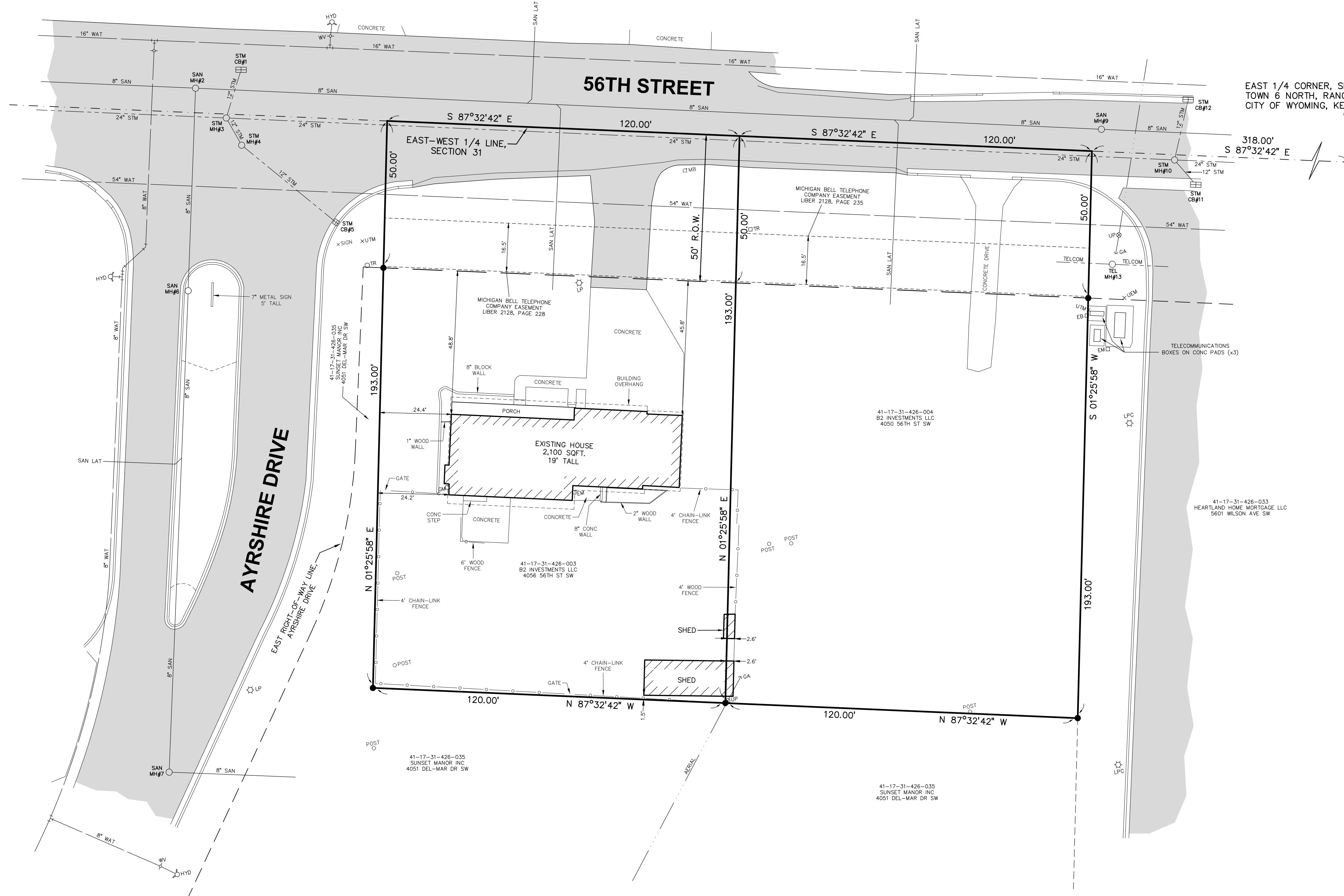
Hofert explained that the properties are generally located along Reserve Drive extended, south of 56<sup>th</sup> Street SW and east of Wilson Ave (Section 32). The plat areas are agricultural fields. Hofert stated that the land use surrounding the property is single family residential to the north,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

P:\21071.01\_4056 & 4050 56th ST SW\CAD\DWG\21071.1\_4056 & 4050 56th Street BASE.dwg - ALTA Survey - 4/8/2021 11:21:16 AM Greg Van Der Heide



EAST 1/4 CORNER, SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT CO., MI.

PROPERTY DESCRIPTIONS

4050 56TH STREET
The West 120 feet of the East 438 feet of the North 193 feet of the North one-half of the Southeast one-quarter of Section 31, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

CERTIFICATION

To: B2 Investments, L.L.C., a Michigan limited liability company
Marvin C. Van Maanen and Betty N. Van Maanen, husband and wife
Gerald P. Bykerk
Terry Bradford and Glinda Bradford
Sun Title Agency of Michigan, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 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, 7(a)(1)(c), 8, 9, and 13 of Table A thereof. The fieldwork was completed on MONTH DAY, 2021.

GIVEN UNDER MY HAND AND SEAL THIS 8TH DAY OF APRIL, 2021.

Signature of Steven J. Green
Steven J. Green
Professional Surveyor No. 43055



SURVEYOR NOTES:

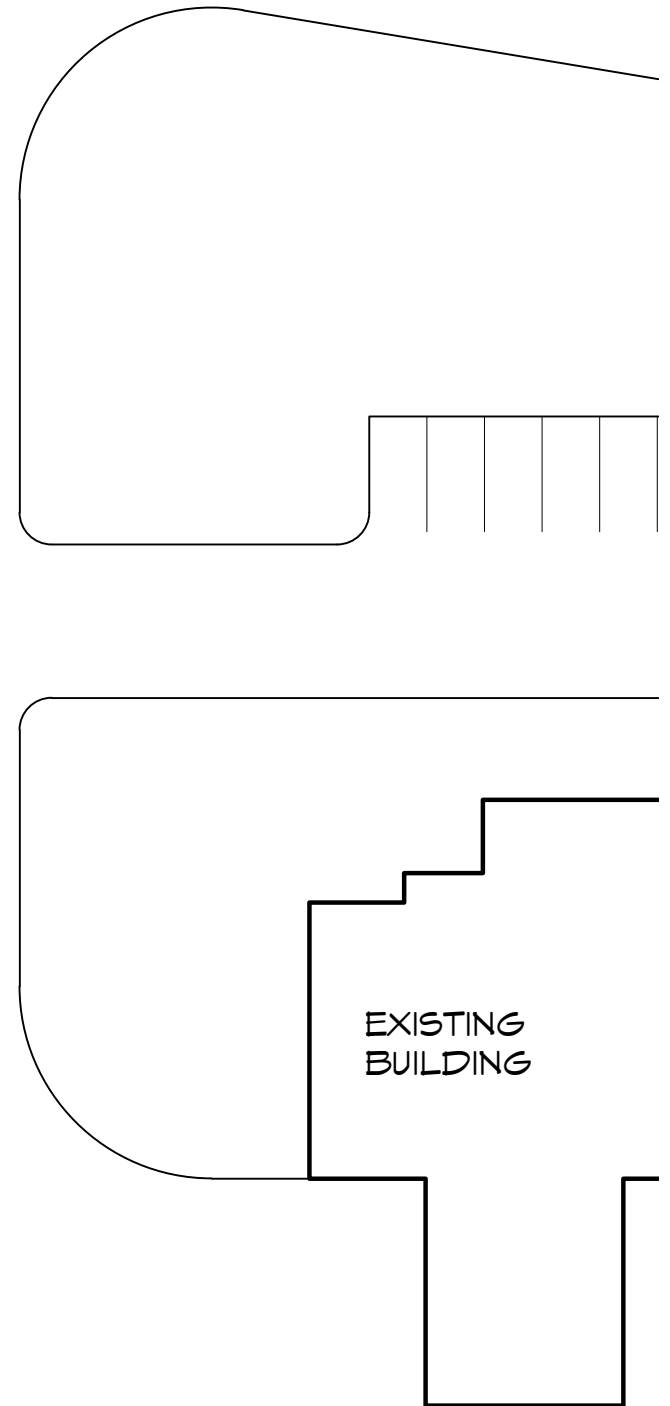
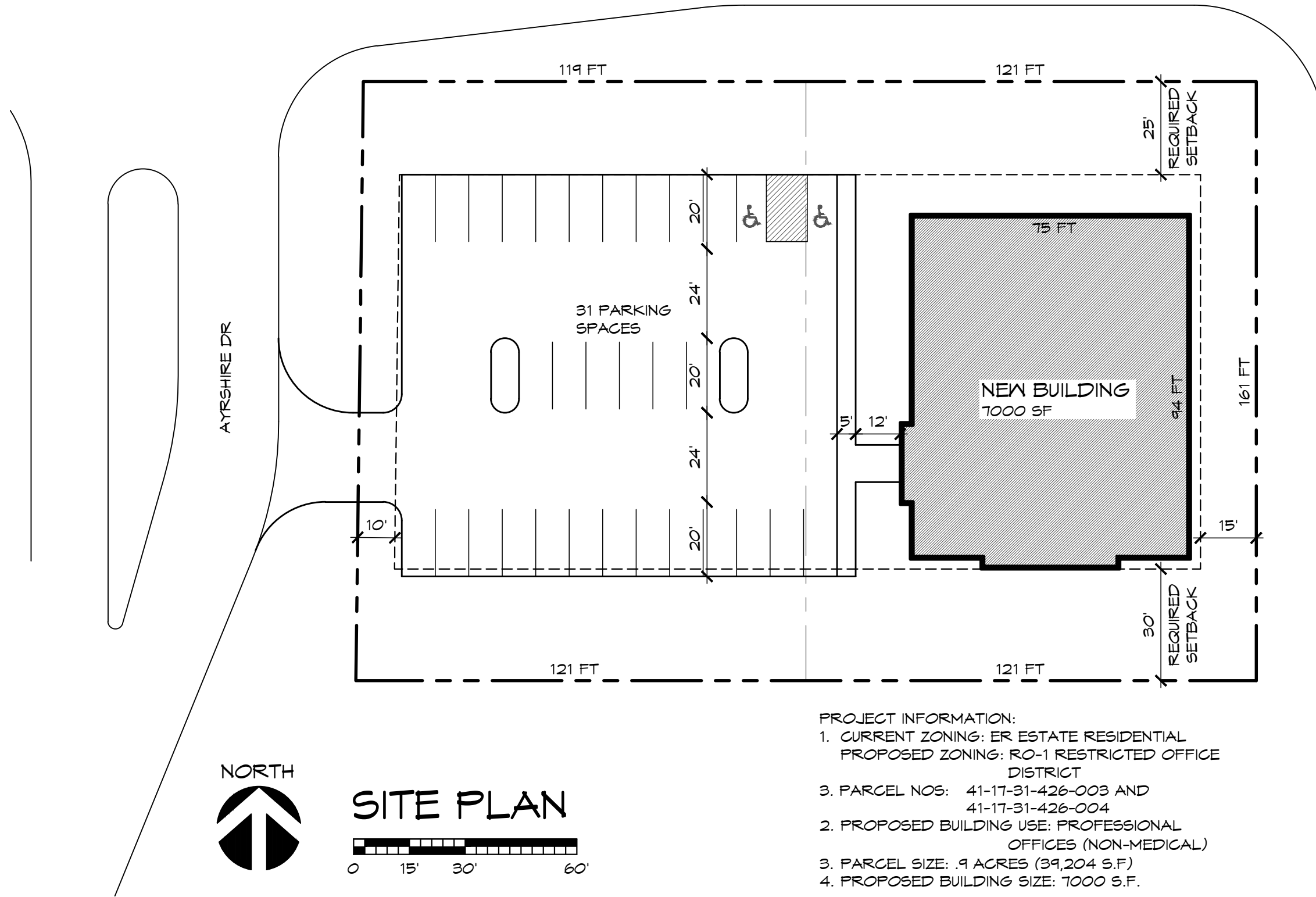
This survey has been performed utilizing information provided by Sun Title Agency of Michigan, LLC, Title Commitment No. P144261, Dated: July 30, 2020 at 8:00 am, as to 4050 56th Street and Title Commitment No. P118944, Dated: April 13, 2018 at 8:00 am, as to 4056 56th Street.
Schedule B, Part II Exceptions, as to 4050 56th Street:
11. Easement in favor of Michigan Bell Telephone Company, as recorded in Liber 2128, Page 235.
Schedule B, Part II Exceptions, as to 4056 56th Street:
11. Easement in favor of Michigan Bell Telephone Company, as recorded in Liber 2128, Page 228.

4056 & 4050 56TH STREET

LEGEND table listing symbols for utility lines (Sanitary Sewer, Storm Sewer, Watermain, Gas Main, UG Electric, UG Telecommunications, Aerial Utility Line, Fence), structures (Hydrant, Water Valve, Manhole, Catch Basin, Utility Pole, Guy Anchor, Gas Meter, Electric Meter, Electric Box, UG Electric Marker, UG Telecommunications Marker, Mailbox, Light Pole, Light Pole Wicon Base), and other features (Survey Iron, Landscape Area, Hot Mix Asphalt, Surface HMA).

PLAN REVISIONS table, ALTA / NSPS LAND TITLE SURVEY title block, Moore+Bruggink Consulting Engineers logo and contact info, and SURVEY CREW / DATE table.

56TH ST SW



PROJECT INFORMATION:

- 1. CURRENT ZONING: ER ESTATE RESIDENTIAL  
PROPOSED ZONING: RO-1 RESTRICTED OFFICE DISTRICT
- 3. PARCEL NOS: 41-17-31-426-003 AND 41-17-31-426-004
- 2. PROPOSED BUILDING USE: PROFESSIONAL OFFICES (NON-MEDICAL)
- 3. PARCEL SIZE: .9 ACRES (39,204 S.F.)
- 4. PROPOSED BUILDING SIZE: 7000 S.F.

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 44<sup>th</sup> 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 44<sup>th</sup> 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

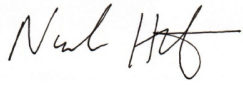
Marissa Postler

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 44<sup>th</sup> 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 44<sup>th</sup> 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 44<sup>th</sup> 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 44<sup>th</sup> 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

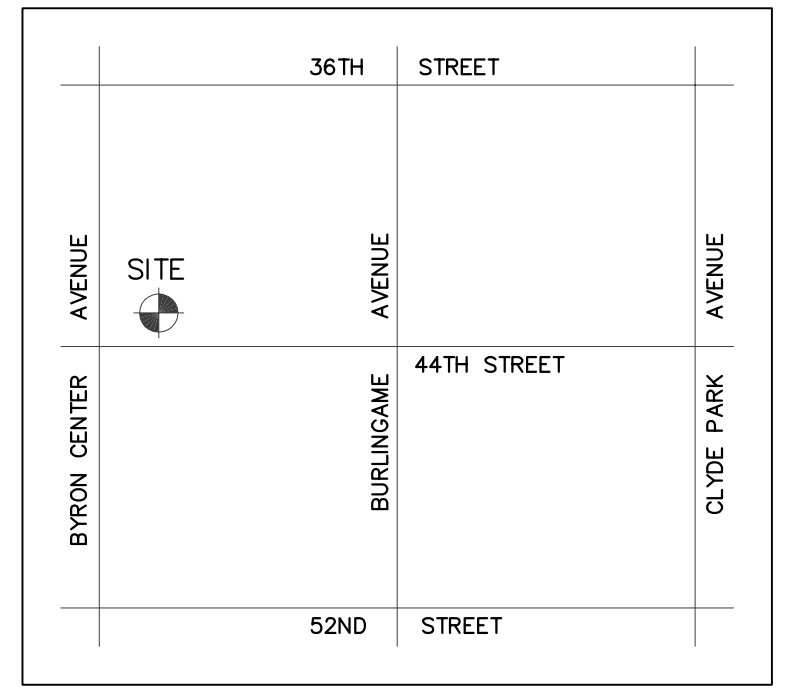
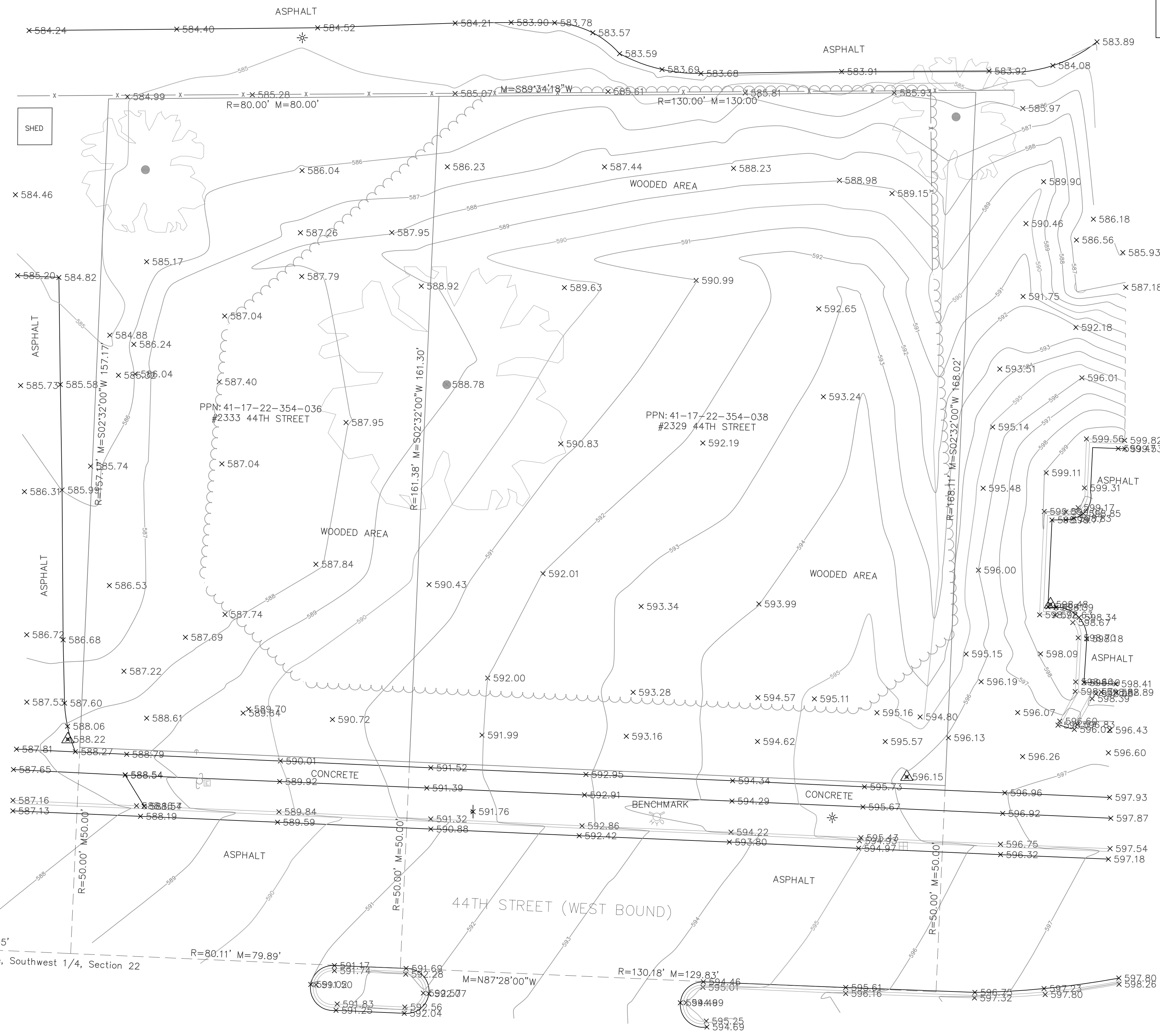
Top of flange bolt under the 'E' of EJIW on hydrant; located ±70' West & ±10' South of Southeast property corner.

**CERTIFICATION:**

To: Wolverine Building Group.

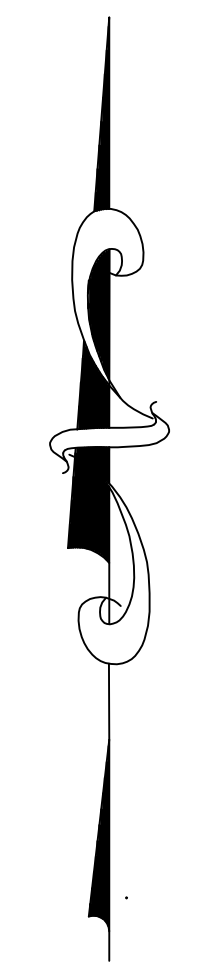
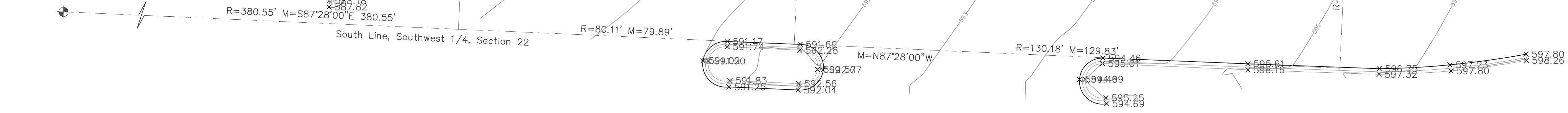
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7, 8, 9, and 11 of Table A thereof. 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



REVISIONS	NO.	DATE	BY
	1	09/30/20	JTB
	2		
	3		
	4		

PROJECT NO.	2005801
FILE NAME	T1
SHEET NO.	1

PREPARED FOR	Wolverine Building Group
PROJECT ADDRESS	4045 Burlingame Drive SE
CITY	Grand Rapids, MI 49512

DATE	DATE	DATE
DESIGNED BY	DRAWN BY	CHECKED BY
	JTB	

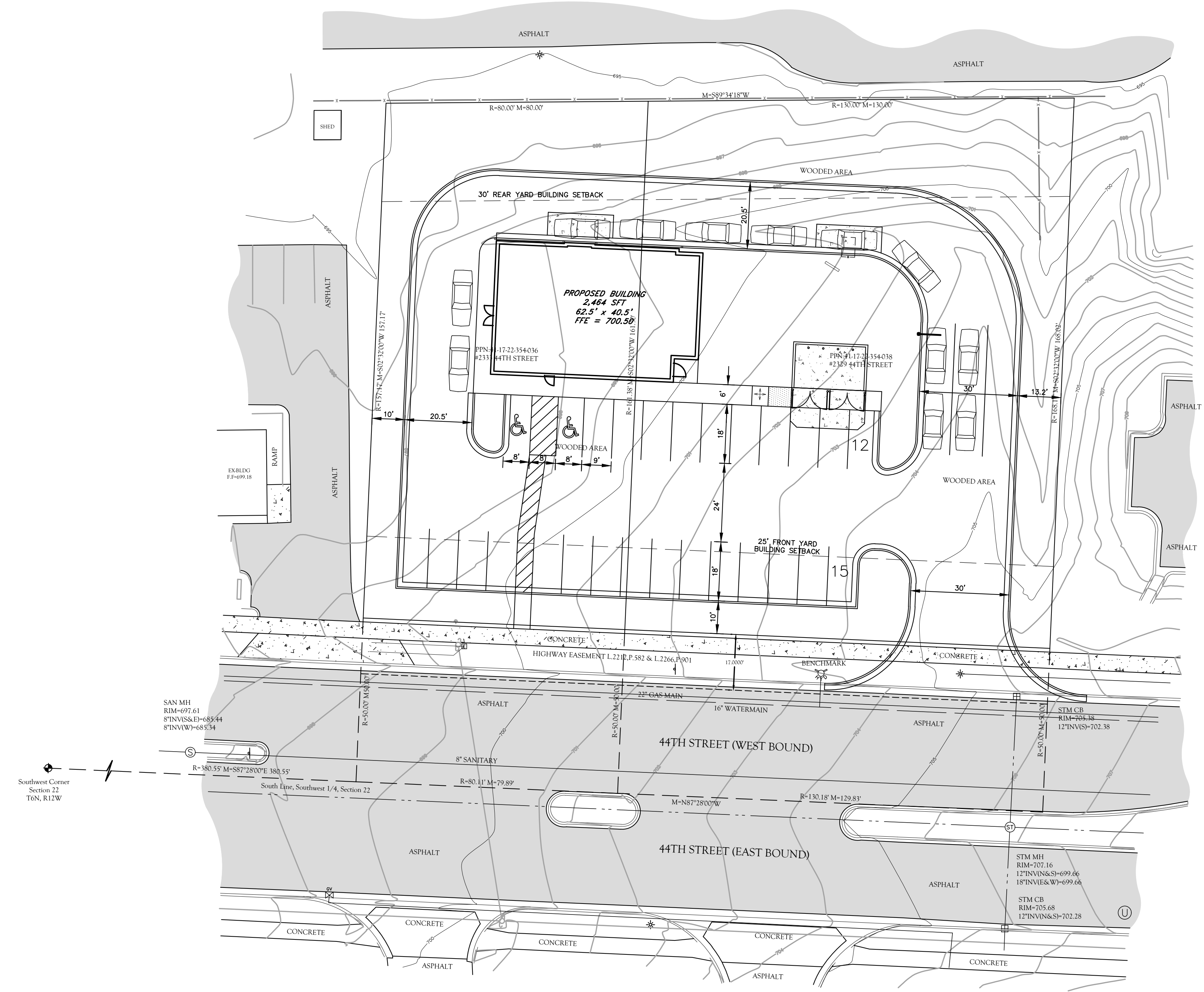
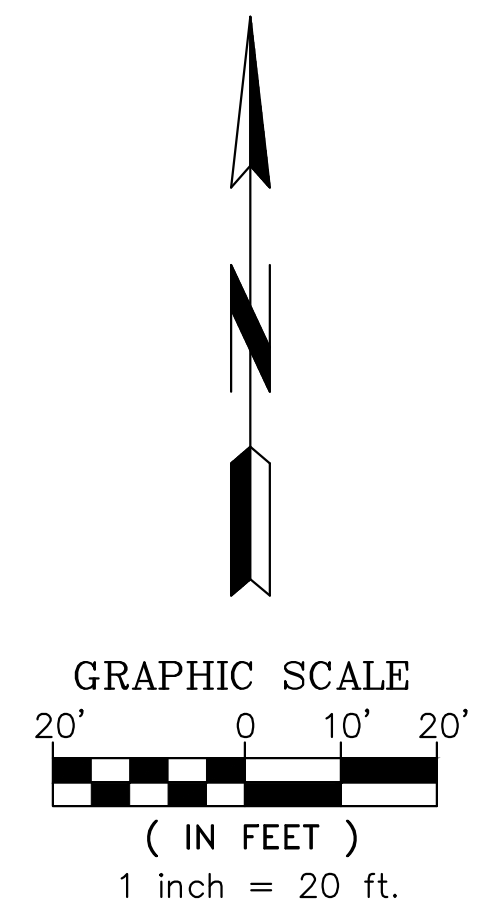
ALTA/NSPS SURVEY

2329 & 2333 44TH STREET

WYOMING, MICHIGAN 49519

**BURGESS**  
Surveying

4374 RIDGESTONE DR. SW. WYOMING CENTER, MI 49515  
PHONE: (616)472-2449 EMAIL: burgess@wbsurvey.com



**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)

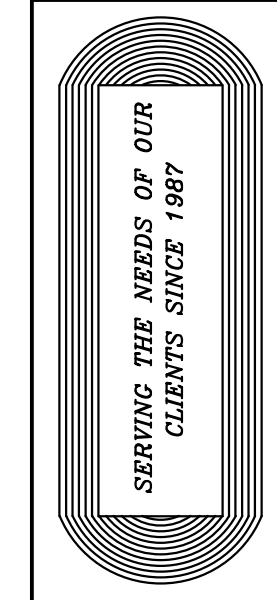
PARKING SPACE:	9' x 18'	9' x 18'
PARALLEL	8.5' x 22'	8.5' x 22'
DRIVE AISLE WIDTH (TWO WAY):	24'	24'
(ONE WAY):	12'	12' MIN.

**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**
- - 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
  - EB - EDGE OF BITUMINOUS
  - EC - EDGE OF CONCRETE
  - EG - EDGE OF GRAVEL
  - G - GROUND ELEVATION
  - GFL - FLOW LINE OF GUTTER
  - OHE - OVERHEAD ELEC/UTILITY LINE
  - SR - LIGHT POLE
  - EX - EX. CONTOUR LINE
  - X-X - FENCE LINE
  - 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 49525  
 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.

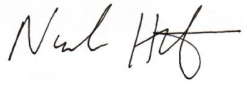
The proposed zoning code text amendment is attached.

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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.

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

**Article 4C – PUD-3 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

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- (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.

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

ORDINANCE NO. 14-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY  
AMENDING ARTICLE 4C, PUD-4 DISTRICTS

THE CITY OF WYOMING ORDAINS:

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

**Sec. 90-416C Purpose**

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one of more the following purposes:

- (A) provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general;
- (B) accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this ordinance;
- (C) achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities;
- (D) provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city;
- (E) preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;
- (F) encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units;
- (G) encourage the use of lands in ways which are most in accord with their character and adaptability;
- (H) encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and
- (I) offer a unique attribute of development not achievable under conventional zoning requirements.

**Sec. 90-417C Qualifying Conditions**

- (A) Location. PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2, or PUD-3 zoned property is eligible to be converted to a PUD-4, subject to meeting all other applicable requirements.
- (B) PUD Purpose. The applicant shall demonstrate that the PUD will achieve three (3) or more of the purposes listed in Section 90-416C.
- (C) Size. The PUD shall comprise an area of at least three (3) acres; provided, a smaller area may be allowed when it is demonstrated to the Planning Commission that the proposed project will satisfy all other qualifying conditions of this section and the acquisition of additional contiguous land is not reasonably possible.
- (D) Residential Density. Proposed density shall conform to the requirements of Table 90-420C(2) and Table 90-420C(3).
- (E) Housing Variety. A residential PUD shall contain a variety of housing types and/or lot sizes and/or contribute to housing needs identified in current housing needs assessments to provide for varying lifestyles, diversity, and affordability.
- (F) Utilities. The PUD shall be served by public water and sanitary sewer facilities.
- (G) Ownership and Control. The tract(s) of land for which a PUD application is submitted must be either in single ownership or the subject of an application filed collectively by all owners of the property. A PUD applicant shall submit written documentation that the owners of all property included within

the PUD have consented to the PUD application. Where property is jointly owned, the consent must be from all owners. Written documentation must include the signatures of all individuals with an ownership interest and the signature of an officer, member, general partner or other individual authorized to sign on behalf of any entity with an ownership interest. Consent may be demonstrated by signatures on the PUD application or may be in the form of a letter or other signed written documentation consenting to the application or authorizing the applicant to file it.

- (H) Recognizable Public Benefit. The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least two (2) of the following benefits shall be accrued to the community as a result of the proposed PUD:
- (1) Preservation of significant natural features that would not be preserved under a conventional development,
  - (2) A complementary mix of land uses or housing types within the PUD,
  - (3) Preservation of common open space beyond the minimum required,
  - (4) Connectivity of preserved open space with adjacent open space, greenways or public trails,
  - (5) Connectivity of residential uses with adjacent dedicated public transit options,
  - (6) Coordinated redevelopment of multiple lots or parcels, and/or
  - (7) Removal or renovation of deteriorating and/or obsolete buildings, sites or contamination clean-up.

**Sec. 90-418C Permitted Uses**

Any land use, except as noted in this section, or combination of land uses may be considered for inclusion within a PUD; provided, the development standards of Section 90-419C are met. Public/quasi-public uses such as, but not limited to, churches, schools, colleges and universities, municipal buildings, and parks shall only be permitted within a PUD under the following conditions:

- (1) when developed as the principal use with other related and/or accessory uses within a contiguous, integrated, and walkable campus setting or
- (2) when included as an amenity or supplementary service to a residential or mixed-use PUD.

**Sec. 90-419C Development Standards**

- (A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.

Land Use Type	Applicable Development Standards
Detached single family residential	R-2
Two family residential	R-3
Attached single family residential	R-4
Multiple family	
Commercial	B-2
Industry	I-1
Public/Quasi-public	ER

- (B) Project Scale. Based on the total area of the PUD site, the following shall be permitted:

PUD Size	Max Density	Density Bonus	Required Open Space
<5 acres	10 du/ac*	18 du/ac^	30% residential / 10% commercial
5.1 acres – 35 acres	8 du/ac*	14 du/ac^	35% residential / 20% commercial
35.1 acres – 100 acres	6 du/ac*	12 du/ac^	35% residential / 20% commercial

<b>PUD Size</b>	<b>Max Density</b>	<b>Density Bonus</b>	<b>Required Open Space</b>
<5 acres	20 du/ac*	30 du/ac^	20% residential / 10% commercial
5.1 acres – 35 acres	18 du/ac*	25 du/ac^	20% residential / 10% commercial
35.1 acres – 100 acres	15 du/ac*	20 du/ac^	20% residential / 10% commercial

<sup>1</sup>Greenfields are defined as undisturbed natural areas that are undeveloped, with no or limited infrastructure. Former agricultural fields are considered greenfields. A site will be determined to be a greenfield when the majority of the site falls under this definition.

<sup>2</sup>Redevelopment sites are defined as sites with infrastructure, including parking lots, and buildings. Golf courses are considered redevelopment sites. A site will be determined to be a redevelopment site when the majority of the site falls under this definition

\*Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density

^ Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density and developer receives a density bonus from Planning Commission and City Council

(C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) and Table 90-420C(3) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. 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 preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum requirements may be permitted only if they will result in a higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

(D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90-419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2) or Table 90-420C(3), where it is demonstrated that:

- (1) The appearance and construction will result in a development of high quality, as evidenced by:
  - (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
  - (b) use of more durable and aesthetically pleasing building materials and finishes (e.g., stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or
  - (c) unique transportation-related improvements (e.g., artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).

- (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter. Greenfield sites are exempt from this requirement.
  - (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (e.g., universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and
  - (4) At least three (3) of the following will be included within the development:
    - (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
    - (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
    - (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
    - (d) One (1) or more LEED-certified buildings will be constructed.
    - (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
    - (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
    - (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
    - (h) A commercial and/or office component is proposed within the PUD.
    - (i) Affordable or missing middle housing<sup>1</sup> will be incorporated into the residential design.
    - (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.
- (E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:
- (1) The area of common open space shall comply with the open space requirements outlined in Tables 90-420C(2) and 90-420C(3). Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
  - (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.
  - (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
  - (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
    - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.

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<sup>1</sup> Missing Middle is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. These types provide diverse housing options along a spectrum of affordability, including duplexes, four-plexes, and bungalow courts, to support walkable communities, locally-serving retail, and public transportation options. Missing Middle Housing provides a solution to the mismatch between the available U.S. housing stock and shifting demographics combined with the growing demand for walkability.

- (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.
- (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
- (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.
- (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
- (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
- (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
- (h) The following areas shall not qualify as required common open space for the purposes of this section.
  - (i) The area within any public street right-of-way.
  - (ii) The area within private road easements.
  - (iii) The area within a subdivision lot.
  - (iv) Land within any required yard or setback area.
  - (v) Land within 15' of a structure.
  - (vi) Parking and loading areas.
  - (vii) Fifty percent of any easement for overhead utility lines.
  - (viii) Fifty percent of any steep slopes (12 percent or over).
  - (ix) Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.
  - (x) Seventy percent of the area of any golf course<sup>2</sup>.
- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways and sidewalks shall be constructed in accordance with the city design standards.
- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90-600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.

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<sup>2</sup> Any future development of the golf course will be limited to the area not included in the required common open space.

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.

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Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 14-21

June 2, 2021

Ms. Kelli A. Vandenberg  
City Clerk  
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to amend Zoning Code Article 4C,  
PUD-4 Districts

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 May 18, 2021. A motion was made by Zapata, supported by Hall, to recommend to the City Council adoption of revised Article 4C, PUD-4 Districts amendments. The motion passed unanimously.

The PUD-4 has been in a moratorium since December 2, 2019. The intent of the moratorium was to allow for the Master Plan to be adopted and provide updated guidance on development patterns in Wyoming that would be referred to during the application of a PUD-4 approval. Since the moratorium has been in place, staff has had several conversations with City Council and has addressed specific questions on the application and interpretation of PUD-4 General Planned Development District. The adopted master plan also provides guidance on development patterns desired throughout the community.

The proposed text amendments reflect a new approach whereby properties being considered for a PUD-4 application would be identified as either “Greenfield” or “Redevelopment” sites. Depending on the property’s categorization, the project would need to comply with differing density and open space requirements.

The intent of these amendments is to support the master plan’s goals of providing innovative, diverse, and denser developments adjacent to intersections and along commercial corridors.

During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

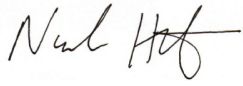
community • safety • stewardship

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

A representative from Quality Auto Detailing (name was not provided) joined the meeting via Zoom and did not have anything to add.

A motion was entered by Arnoys, supported by Heygi, to grant special use approval for the proposed automotive detailing establishment.

Goodheart asked if the site plan could be approved subject to the parking lot being striped per the site plan.

Meagher stated it could be a condition of approval if the commission wishes to do so.

A vote on the motion passed unanimously.

A motion was entered by Heygi, supported by Goodheart, to grant site plan approval subject to condition 1 and re-striping of the parking lot.

A vote on the motion passed unanimously.

## AGENDA ITEM NO. 2

### Request to amend Zoning Code Article 4C, PUD-4 Districts (Wyoming Planning).

Hofert gave some general background information stating that the PUD-4 has been in a moratorium since December 2, 2019. The intent of the moratorium was to allow for the Master Plan to be adopted and provide updated guidance on development patterns in Wyoming that would be referred to during the application of a PUD-4 approval. Since the moratorium has been in place, staff has had several conversations with City Council and has addressed specific questions on the application and interpretation of PUD-4 General Planned Development District. The adopted master plan also provides guidance on development patterns desired throughout the community.

Following the adoption of the Master Plan in March 2021, questions remained about the application of the PUD-4 and how the master plan will be used to inform future PUD applications.

Hofert stated that at the April 12, 2021 City Council work session, staff presented potential text amendments to the PUD-4 that staff believed reflected previous discussions, including questions, concerns, and vision for the city's development. The intent of these proposed revisions is to reinforce the recommendations of the master plan and land use plan while also providing additional clarity in the PUD-4 ordinance.

Hofert said that the proposed text amendments reflect a new approach whereby properties being considered for a PUD-4 application would be identified as either “Greenfield” or “Redevelopment” sites. Depending on the property’s categorization, the project would need to comply with differing density and open space requirements. The intent of these amendments is to support the master plan’s goals of providing innovative, diverse, and denser developments adjacent to intersections and along commercial corridors.

Hofert explained that the Development Review Team recommends that Planning Commission adopt the recommended Article 4C, PUD-4 Districts text amendments and recommend the same to Council.

DeLange opened the public comment at 7:22pm. There was no public comment and the public hearing was closed.

A motion was entered by Zapata, supported by Hall, to adopt the recommended Article 4C, PUD-4 Districts text amendments and recommend the same to City Council.

There was general conversation regarding the definition of dwelling units.

Goodheart asked about the definitions of greenfields and redevelopments. He felt a definition should be included.

Hofert explained the difference between greenfields and redevelopments and directed the commissioners to the definition contained in the code.

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

Request to approve a site plan for the Woods of Albright Phase II at 5589 Albright Ave. SW, and 5511, 5551, and 4989 Canal Ave. SW (Section 31) (Albright Estates, LLC).

Meagher stated that Phase I of the site has already been approved and is being used as single-family and two-family residential.

Meagher explained that Albright Estates is a two-phase condominium project that contains single-family and two-family style housing. The first phase of the project was granted site plan approval in 2015 following a rezoning from ER Residential to R-7 Residential, where 14 single family condominium units and 17 duplex condominium units were approved for a total of 48 units. Plans for Phase II were introduced in 2018 following an approved rezone from ER to R-7 by City Council, allowing for the development to increase to 67 units comprised of 17 single and

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

**PUD-4 General Planned District**

**Sec. 90-416C Purpose**

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one or more of the following purposes:

- (A) provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general;
- (B) accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this ordinance;
- (C) achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities;
- (D) provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city;
- (E) preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;
- (F) encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units;
- (G) encourage the use of lands in ways which are most in accord with their character and adaptability;
- (H) encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and
- (I) offer a unique attribute of development not achievable under conventional zoning requirements.

**Sec. 90-417C Qualifying Conditions**

- (A) Location. PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2 or PUD-3 zoned property is eligible to be converted to a PUD-4, subject to meeting all other applicable requirements.
- (B) PUD Purpose. The applicant shall demonstrate that the PUD will achieve three (3) or more of the purposes listed in Section 90-416C.
- (C) Size. The PUD shall comprise an area of at least three (3) acres; provided, a smaller area may be allowed when it is demonstrated to the Planning Commission that the proposed project will satisfy all other qualifying conditions of this section and the acquisition of additional contiguous land is not reasonably possible.
- (D) Residential Density. Proposed density shall conform to the requirements of **Table 90-420C(2)** and **Table 90-420C(3)**.
- (E) Housing Variety. A residential PUD shall contain a variety of housing types and/or lot sizes and/or contribute to housing needs identified in current housing needs assessments to provide for varying lifestyles, diversity, and affordability.
- (F) Utilities. The PUD shall be served by public water and sanitary sewer facilities.

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1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	• Site Plans • Special Land Uses • Condominiums • PUDs
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**Article 4C – PUD-4 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

- (G) Ownership and Control. The tract(s) of land for which a PUD application is submitted must be either in single ownership or the subject of an application filed collectively by all owners of the property. A PUD applicant shall submit written documentation that the owners of all property included within the PUD have consented to the PUD application. Where property is jointly owned, the consent must be from all owners. Written documentation must include the signatures of all individuals with an ownership interest and the signature of an officer, member, general partner or other individual authorized to sign on behalf of any entity with an ownership interest. Consent may be demonstrated by signatures on the PUD application or may be in the form of a letter or other signed written documentation consenting to the application or authorizing the applicant to file it.
- (H) Recognizable Public Benefit. The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least two (2) of the following benefits shall be accrued to the community as a result of the proposed PUD:
- (1) Preservation of significant natural features that would not be preserved under a conventional development,
  - (2) A complementary mix of land uses or housing types within the PUD,
  - (3) Preservation of common open space beyond the minimum required,
  - (4) Connectivity of preserved open space with adjacent open space, greenways or public trails,
  - (5) Connectivity of residential uses with adjacent dedicated public transit options,
  - (6) Coordinated redevelopment of multiple lots or parcels, and/or
  - (7) Removal or renovation of deteriorating and/or obsolete buildings, sites or contamination clean-up.

**Sec. 90-418C Permitted Uses**

Any land use, except as noted in this section, or combination of land uses may be considered for inclusion within a PUD; provided, the development standards of Section 90-419C are met. Public/quasi-public uses such as, but not limited to, churches, schools, colleges and universities, municipal buildings, and parks shall only be permitted within a PUD under the following conditions:

- (1) when developed as the principal use with other related and/or accessory uses within a contiguous, integrated, and walkable campus setting or
- (2) when included as an amenity or supplementary service to a residential or mixed-use PUD.

**Sec. 90-419C Development Standards**

(A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.

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Land Use Type	Applicable Development Standards
Detached single family residential	R-2
Two family residential	R-3
Attached single family residential	R-4
Multiple family	
Commercial	B-2
Industry	I-1
Public/Quasi-public	ER

**(B) Project Scale.** Based on the total area of the PUD site, the following shall be permitted:

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PUD Size	Permitted Density	
	Maximum Density	Maximum w/ Density Bonus
< 5 Acres	20 du/ac*	30 du/ac^
5.1 – 35 Acres	18 du/ac*	25 du/ac^
35.1 – 100 Acres	15 du/ac*	20 du/ac^

**Table 90-420C(2) Permitted Density and Required Open Space on Greenfield Sites<sup>1</sup>**

PUD Size	Max Density	Density Bonus	Required Open Space
<5 acres	10 du/ac*	18 du/ac^	30% residential / 10% commercial
5.1 acres – 35 acres	8 du/ac*	14 du/ac^	35% residential / 20% commercial
35.1 acres – 100 acres	6 du/ac*	12 du/ac^	35% residential / 20% commercial

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**Table 90-420C(3) Permitted Density and Required Open Space on Redevelopment Sites<sup>2</sup>**

PUD Size	Max Density	Density Bonus	Required Open Space
<5 acres	20 du/ac*	30 du/ac^	20% residential / 10% commercial
5.1 acres – 35 acres	18 du/ac*	25 du/ac^	20% residential / 10% commercial
35.1 acres – 100 acres	15 du/ac*	20 du/ac^	20% residential / 10% commercial

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Greenfields are defined as undisturbed natural areas that are undeveloped, with no or limited infrastructure. Former agricultural fields are considered greenfields. A site will be determined to be a greenfield when the majority of the site falls under this definition.

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Redevelopment sites are defined as sites with infrastructure, including parking lots, and buildings. Golf courses are considered redevelopment sites. A site will be determined to be a redevelopment site when the majority of the site falls under this definition.

\*Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density

^ Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density and developer receives a density bonus from Planning Commission and City Council

(C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) and Table 90-420C(3) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. 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 preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum requirements may be permitted only if they will result in a higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

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(D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90-419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2) or Table 90-420C(3), where it is demonstrated that:

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(1) The appearance and construction will result in a development of high quality, as evidenced by:

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- (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
- (b) use of more durable and aesthetically pleasing building materials and finishes (e.g., stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on

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exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or

- (c) unique transportation-related improvements (e.g., artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).

- (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter. **Greenfield sites are exempt from this requirement.**

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- (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (e.g., universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and

- (4) At least three (3) of the following will be included within the development:

- (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
- (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
- (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
- (d) One (1) or more LEED-certified buildings will be constructed.
- (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
- (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
- (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
- (h) A commercial and/or office component is proposed within the PUD.
- (i) Affordable or missing middle housing<sup>1</sup> will be incorporated into the residential design.
- (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.

(E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and

<sup>1</sup> Missing Middle is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. These types provide diverse housing options along a spectrum of affordability, including duplexes, fourplexes, and bungalow courts, to support walkable communities, locally-serving retail, and public transportation options. Missing Middle Housing provides a solution to the mismatch between the available U.S. housing stock and shifting demographics combined with the growing demand for walkability.

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**CITY OF WYOMING ZONING ORDINANCE**

recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:

- (1) The area of common open space shall **not be less than 20 percent of the total land area of a PUD containing any residential units and not less than 10 percent of the total land area in non-residential developments comply with the open space requirements outlined in Tables 90-420C(2) and 90-420C(3).** Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
- (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.
- (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
- (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
  - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.
  - (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.
  - (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
  - (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.

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- (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
- (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
- (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
- (h) The following areas shall not qualify as required common open space for the purposes of this section.
  - (i). The area within any public street right-of-way.
  - (ii). The area within private road easements.
  - (iii). The area within a subdivision lot.
  - (iv). Land within any required yard or setback area.
  - ~~(iv)~~ **(v). Land within 15' of a structure.**
  - ~~(v)~~ **(vi). Parking and loading areas.**
  - ~~(vi)~~ **(vii). Fifty percent of any easement for overhead utility lines.**
  - ~~(vii)~~ **(viii). Fifty percent of any steep slopes (12 percent or over).**
  - ~~(viii)~~ **(ix). Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.**
  - ~~(ix)~~ **(x). Seventy percent of the area of any golf course<sup>2</sup>.**

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- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways and sidewalks shall be constructed in accordance with the city design standards.
- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90-600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.

<sup>2</sup> Any future development of the golf course will be limited to the area not included in the required common open space.

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ORDINANCE NO. 15-21

ORDINANCE TO AMEND CHAPTER 2, ARTICLE III, DIVISION 4, OF THE CODE OF ORDINANCES  
ESTABLISHING AND PROVIDING FOR THE AUTHORITY AND DUTIES  
OF THE PLANNING COMMISSION

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 2, Article III, Division 4 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

**DIVISION 4. - PLANNING COMMISSION<sup>1</sup>**

**Sec. 2-196. – Definitions.**

(1) The following definitions shall apply to terms used in this division.

(a) *Conflict of interest* means the following for planning commissioners with respect to a specific matter pending before the planning commission.

(1) The planning commissioner or a member of the planning commissioner's household owns or has an ownership, leasehold, mortgage, land contract, option, purchase agreement, or other ownership, occupancy, financing or potential ownership interest in property that is the subject of the pending matter.

(2) The planning commissioner or a member of the planning commissioner's household is an officer of, has an 5% or greater ownership interest in, or is employed by an entity that owns or has an ownership, leasehold, mortgage, land contract, option, purchase agreement, or other ownership, occupancy, financing or potential ownership interest in property that is the subject of the pending matter.

(3) The planning commissioner or a member of the planning commissioner's household has been engaged by or works for an individual or entity engaged by an applicant for pending action by the planning commission for work related to the pending matter.

(4) The planning commissioner or a member of the planning commissioner's household is (i) an officer or director of a corporation, (ii) a member of limited liability entity, (iii) a partner in a partnership, or (iv) an owner of a 5% or greater interest in an entity engaged to provide services related to the sale, development, occupancy or use of property that is the subject of the pending matter.

(5) The planning commissioner or a member of the planning commissioner's household has been involved in a transaction that is contingent or dependent on the pending matter.

(6) There is another situation in which the planning commissioner has a direct financial interest in the result of pending matter that is different from that of the general public or many others who are similarly situated.

Conflict of interest does not include the following circumstances:

(1) The planning commissioner owns or occupies property in the vicinity of property that is the subject of a pending matter.

(2) The planning commissioner has some involvement in a similar or competing project.

(3) The planning commissioner previously had an interest in the property that is the subject of the pending matter but has no current interest in that property and the project's approval or development will not provide the planning commissioner any financial benefit due to that prior interest. For example, there is payment due to the planning commissioner conditioned on the project's approval or development.

(4) The planning commissioner previously had but does not currently have business interactions with the applicant or others involved in a pending matter.

(5) The planning commissioner has relatives who have some involvement in a project or property that is the subject of a pending matter but who are not in the planning commissioner's household.

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<sup>1</sup> Footnotes provided in this ordinance are not part of the ordinance but to aid in its interpretation with explanations and with examples of how it may apply.

(6) The planning commissioner previously expressed views on certain types of projects, certain types of development, certain zoning ordinance provisions, parts of the master plan or other similar matters.<sup>2</sup>

The city attorney may be consulted to render an opinion as to whether a conflict of interest exists under particular circumstances.

(b) *Freedom of Information Act* means 1976 PA 442, MCL 15.231 *et seq.* and any successor statute.

(c) *Land Division Act* means the land division act, 1967 PA 288, MCL 560.101 *et seq.* and any successor statute, and includes any state rules promulgated pursuant to that statute.

(d) *MPEA* means the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 *et seq.*, and any successor statute.

(e) *MZEA* means the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 *et seq.*, and any successor statute.

(f) *Open Meetings Act* means 1976 PA 267, MCL 15.261 *et seq.*, and any successor statute.

(2) Terms not defined in subsection (1) that are defined in the MPEA shall have the meanings provided in the MPEA. Other terms shall have the meanings provided in section 1-2 of this Code.

### **Sec. 2-197. – Members, appointment, terms and compensation.**

(1) The planning commission shall consist of 9 planning commissioners appointed by the mayor and approved by a majority of the city council elected and serving. Except for one planning commissioner, all planning commissioners must be qualified electors of the city. The planning commissioner who is not a qualified elector of the city must be a qualified elector in another city, village or township.

(a) Planning commission membership shall be representative of segments of the community, such as the economic, governmental, educational, and social development of the city, in accordance with the major interests as they exist in the city, such as natural resources, recreation, education, public health, government, transportation, industry, and commerce.

(b) Planning commission membership shall also be representative of the entire territory of the city to the extent practicable.

(c) An elected officer or employee of the city is not eligible to serve as a planning commissioner.

(2) Except for those appointed to fill a vacancy, planning commissioners shall serve 3-year terms and shall hold office until their successor is appointed. Those appointed to fill a vacancy shall serve the remaining term of the vacant position.

(3) Planning commissioners will receive compensation as provided by this article.

### **Sec. 2-198. – Disclosure and conflict of interest procedure.**

(1) Before voting on any matter on which a planning commissioner is alleged to have or may be considered to have a conflict of interest, the planning commissioner shall disclose the potential conflict of interest to the planning commission.

(2) The planning commissioner shall be disqualified from voting if either (i) the planning commissioner has a conflict of interest as defined in subsection 2-196(1)(a), or (ii) the planning commission by a majority vote with the abstention of the disclosing planning commissioner decides the planning commission is disqualified from voting. The planning commissioner, the chairperson of the planning commission, or city planner may seek an opinion from the city attorney to aid in actions to be considered or taken under this section.

### **Sec. 2-199. – Removal.**

The city council may remove a planning commissioner for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

(a) Failure of a planning commissioner to disclose a potential conflict of interest as required by this section 2-199 constitutes malfeasance in office.

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<sup>2</sup> However, if a planning commissioner has publicly made statement indicating what actions or positions the planning commissioner will take on certain matters (e.g., "I will never vote to approve ..." or "I will never vote against ...") that indicate the planning commissioner has prejudged matters before considering the factual, legal, and planning issues involved in a specific matter, those statements may indicate the planning commissioner will not properly act in a legally required manner. That may be reason for removal under §2-199.

(b) Unless a planning commissioner's absence is excused for one or more meetings by the planning commission due to the planning commissioner's illness, the failure of a planning commissioner to attend 3 or more regularly scheduled planning commission meetings in any calendar year constitutes nonfeasance in office.

(c) Unless disqualified from voting under section 20-198, a planning commissioner's failure to vote on a matter at a meeting the planning commissioner attends is malfeasance in office.

(d) Repeated failures of a planning commissioner to review the agenda and other materials provided in advance of planning commission meetings is malfeasance in office.

(e) In the absence of evidenced showing of violations of applicable laws, rules, regulations, orders policies, contract terms, or other legal obligations, a planning commissioner's publicly stated refusal to accept or questions decisions of the planning commission, the city council, or city staff constitutes misfeasance in office.<sup>3</sup>

(f) Repeated intentional actions or statements at planning commission meetings that are (i) out of order, (ii) disrespectful of other planning commissioners, city officers or staff, applicants, members of the public, or others, (iii) disruptive to the orderly conduct of meetings, or (iv) in violation of city policies or procedures, constitute mis- and malfeasance in office.

**Sec. 2-200. - Officers; meetings; voting; bylaws; recordkeeping; annual report.**

(1) The planning commission shall schedule at least one regular meeting each calendar month and hold that meeting unless (i) there is no business to be conducted at the meeting, (ii) the meeting is rescheduled to attain a quorum, (iii) the meeting is cancelled or rescheduled due to inclement weather or other circumstance impairing attendance or making it unsafe to attend. Special meetings may be called by the chairperson or any two planning commissioners. Unless approved by the mayor, the planning commission shall not schedule meetings at times that conflict with city council meetings.

(2) Meetings shall be held in compliance and notice of meetings provided in accordance with the Open Meetings Act and may be held virtually or partially in-person and partially virtually as may be permitted under the Open Meetings Act and other applicable law.

(3) Planning commission records shall comply with the Open Meetings Act and shall be maintained and be available to others as provided in the Freedom of Information Act.

(4) At its first meeting in the month of July each year, the planning commission shall elect one planning commissioner (who may not be an ex officio member) to serve as its chairperson for a 1-year term with opportunity for reelection. At that same meeting, the planning commission shall elect one planning commissioner to serve as secretary for a 1-year term with opportunity for reelection.

(5) The planning commission shall adopt bylaws for the transaction of its business.

(6) The planning commission shall make an annual written report to the city council concerning its operations and the status of planning activities, including recommendations for regarding actions for the city council related to planning and development.

(7) A majority of the planning commissioners appointed and serving constitutes a quorum of the planning commission. Unless a greater vote is required by applicable law or a bylaw for any action (such a vote by 2/3 of the planning commission for approval of a master plan or an amendment to a master plan) an affirmative vote of the planning commission shall require a majority of the quorum that is present (or properly participating remotely).

**Sec. 2-201. – Employees; budget and expenditures.**

(1) The planning commission may include provisions in its bylaws for expenses of its members and employees for travel when engaged in the performance of activities authorized by the city council, including, but not limited to, attendance at conferences, workshops, educational and training programs, and meetings. Payment or reimbursement of such expenses must comply with city policies for travel expense payment and reimbursement and with the annual city budget.

(2) After preparing the annual report required under subsection 2-200(6), the planning commission may prepare a detailed budget and submit it to the city council for approval or disapproval. The city council will annually appropriate funds for carrying out the purposes and functions permitted under

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<sup>3</sup> A planning commissioner should report any such acts to the city manager, city attorney, or county prosecutor.

the MPEA from such funding sources that are available for such purposes and acceptable to the city council.

(3) The planning commission may accept gifts for the exercise of its functions.<sup>4</sup> All gifts of money shall be deposited with the city treasurer in a special non-reverting planning commission fund for expenditure by the planning commission for the purpose designated by the donor. The treasurer shall draw a warrant against the special non-reverting fund only upon receipt of a voucher signed by the chairperson and secretary of the planning commission and an order drawn by the city clerk. The expenditures of a planning commission, exclusive of gifts and grants, shall be within the amounts appropriated by the city council.

(4) The city may employ a planning director and other personnel as the city manager and city council consider necessary, contract for services of planning and other technicians, and incur other expenses, within a budget authorized by the city council.

(5) The planning commission may make use of maps, data, and other information and expert advice provided by appropriate federal, state, regional, county, and city officials, departments, and agencies. City officials, departments, and agencies shall make available public information for the use of the planning commissions and furnish such other technical assistance and advice as they may have for planning purposes.

**Sec. 2-202. – Master plan creation, adoption, and amendment.**

(1) The planning commission shall create a proposed master plan and any subplans, and extensions, revisions, and other amendments as required and provided for in the MPEA for consideration and adoption as provided in the MPEA. Approval of a proposed master plan and any subplans or amendments requires a 2/3 vote of the planning commissioners. The proposed master plan, subplan, or amendment shall then be submitted to the city council.

(2) The city council shall approve or reject any proposed master plan, subplan, or amendment. If the city council rejects a proposed master plan, subplan, or amendment, it shall submit to the planning commission a statement of its objections. The planning commission shall consider the city council's objections and revise the proposed master plan, subplan, or amendment to address the objections. By a 2/3 vote of the planning commission, the revised proposed master plan, subplan, or amendment may be resubmitted to the city council for its approval or rejection. This procedure shall be repeated as often as needed until the city council approves the proposed master plan, subplan, or amendment.

(3) Upon final adoption of any master plan, subplans, or any amendments, the city clerk shall sign a statement of the city council's approval in the inside front or back cover of the master plan, subplan, or amendment and the secretary of the planning commission shall submit and distribute the master plan, subplan, or amendment as provided in the MPEA.

**Sec. 2-203. – Annual capital improvement plan.**

(1) The planning commission is exempted from requirements in the MPEA to prepare an annual capital improvement program. The planning commission may recommend to the city manager programs for public structures and improvements and for their financing.

(2) The city manager shall annually prepare a capital improvement program of public structures and improvements to be considered and adopted as part of the annual city budget. The annual capital improvements program of public structures and improvements shall show those public structures and improvements, in the general order of their priority, that in the city manager's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period based upon the city's requirements for all types of public structures and improvements. Each city department with authority for public structures or improvements shall furnish the city manager with lists, plans, and estimates of time and cost of those public structures and improvements.

**Sec. 2-204. – Review and approval of capital projects.**

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<sup>4</sup> These will generally be gifts of funds or in-kind services such as a consultant willing to undertake a study or prepare a plan or report for no cost or a reduced cost. All gifts must be for the exercise of planning commission functions, not for activities outside those functions. For example, a gift of land or a gift for construction of a park are outside the planning commission's functions because a planning commission cannot own land or construct improvements. Such activities are within the purview of the city as a whole and require consent of the city council or city manager, or are within the purview of other departments or offices such as the parks and recreation, public works, etc.

A street; square, park, playground, public way, ground, or other open space; or public building or other structure shall not be constructed or authorized for construction unless the city council first submits the location, character, and extent of the street, public way, open space, structure, or utility is first submitted to the planning commission for its approval or disapproval.<sup>5</sup> The planning commission shall submit its reasons for disapproval to the city council. The city council may overrule the planning commission's disapproval by a vote of not less than a majority of its members. If the planning commission fails to act within 35 days after submission of the proposal to the planning commission, it shall be considered approved by the planning commission.

**Sec. 2-205. – Additional powers and duties.**

(1) The planning commission shall serve as the city's zoning commission and exercise other powers and undertake duties provided for planning commissions and zoning commissions in the MZEA and shall exercise the powers and undertake the duties as stated in the city's zoning ordinance in chapter 90 of this Code.

(2) The planning commission shall exercise such powers and undertake such duties as are provided for planning commissions in the Land Division Act and as are provided for the planning commission in the city's subdivision ordinance in chapter 74 of this Code.

(3) The planning commission may exercise such other powers and undertake such other duties as may be provided to it in the MPEA, other state statutes, other provisions of this Code, and as assigned or delegated by the city council.

(4) The planning commission may also appoint committees of persons including planning commissioners or others to address particular matters.

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.

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Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 15-21

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<sup>5</sup> It expected this will be undertaken annually, perhaps at the same time as the planning commission's annual report to the city council and well before the city council takes action on the city budget. The planning commission's purview is limited. First, it is limited to new streets; squares, parks, playgrounds, public ways, grounds, or other open spaces; or public buildings or other structures. It does not include renovations, replacements, expansions, etc. Second, it is limited to those constructed by the city. It does not apply to improvements by other public entities and except for any zoning ordinance requirements it does not apply to private improvements. Third, planning commission review is limited to the broad concepts of location, character, and extent of the proposed improvements. It does not allow review of site layout, construction plans and specifications, or other project details. Finally, the city council may approve such projects even if the planning commission disapproves. City council approval of the budget for such projects will normally be considered as overruling any planning commission disapproval (though city council approval of a budget does not, in itself, constitute project approval).

June 2, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Revisions to Division 4 – Planning Commission, of the Code of Ordinances

Recommendation: To approve the subject request

Dear Ms. VandenBerg,

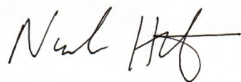
Proposed revisions to Division 4 – Planning Commission, of the Code of Ordinances were reviewed by the Wyoming Planning Commission at its regular meeting on May 18, 2021. The current division is out of date and not in compliance with the Michigan Planning Enabling Act (Act 33 of 2008) or reflective of current city practices. Planning staff worked with the City Attorney to perform a review of the current Division 4 and revise the division to bring it into compliance.

The Planning Commission was asked to share with Council any feedback on the proposed changes. Following a discussion, the Commissioner's unanimously shared with staff that they were not in support of the proposed sec. 2-197 revisions which permit for City Council to appoint one non-resident to serve on the Planning Commission. They expressed a belief that only residents should be permitted to serve the commission. The Planning and Enabling Act (Act 33 of 2008) allows for municipalities to reserve the right to appoint a non-resident to the city's Planning Commission.

No other concerns were raised.

Attached please find a detailed review of the Planning Commission discussion as well as the revised Division 4.

Respectfully submitted,



Nicole Hofert, Acting Director  
Department of Planning and Economic Development

community • safety • stewardship

CITY COUNCIL

Cc: Curtis Holt, City Manager  
Scott Smith, City Attorney

Metro Health Village District A and recommend the same to the City Council.

DeLange asked commissioners for discussion and questions.

There was general discussion regarding Metro Health undergoing a Master Plan.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 6

Request to review Division 4 – Planning Commission, of the Code of Ordinances (Wyoming Planning).

Hofert introduced the item and explained the current division is out of date and not in compliance with the MPEA or reflective of current city practices. Planning staff worked with the City Attorney to perform a review of the current Division 4 and revise the division to bring it into compliance.

The Development Review Team recommends that Planning Commission review the Division 4-Planning Commission, Code of Ordinance revisions.

Arnoys asked that Hofert clarify the quorum. Hofert explained that the number of individuals needed to obtain quorum has not changed, however what did change is that now vote totals are based only on those present and not inclusive of those absent.

There was discussion regarding the change in the Code of Ordinances that allows a Commissioner who lives outside the City of Wyoming to be on the Planning Commission.

By a unanimous unofficial vote Planning Commissioners are in agreement that Planning Commissioners should be required to be residents of the City of Wyoming to serve on the board. They were not in favor of allowing a non-resident to be appointed.

There was conversation between Planning Commission members and Attorney Smith regarding reasons why Commissioners may be removed from the board.

#### AGENDA ITEM NO. 7

Request to review Chapter 74 – Subdivisions, of the Code of Ordinances (Wyoming Planning).

## DIVISION 4. - PLANNING COMMISSION<sup>1</sup>

### Sec. 2-196. – Definitions.

(1) The following definitions shall apply to terms used in this division.

(a) *Conflict of interest* means the following for planning commissioners with respect to a specific matter pending before the planning commission.

(1) The planning commissioner or a member of the planning commissioner's household owns or has an ownership, leasehold, mortgage, land contract, option, purchase agreement, or other ownership, occupancy, financing or potential ownership interest in property that is the subject of the pending matter.

(2) The planning commissioner or a member of the planning commissioner's household is an officer of, has an 5% or greater ownership interest in, or is employed by an entity that owns or has an ownership, leasehold, mortgage, land contract, option, purchase agreement, or other ownership, occupancy, financing or potential ownership interest in property that is the subject of the pending matter.

(3) The planning commissioner or a member of the planning commissioner's household has been engaged by or works for an individual or entity engaged by an applicant for pending action by the planning commission for work related to the pending matter.

(4) The planning commissioner or a member of the planning commissioner's household is (i) an officer or director of a corporation, (ii) a member of limited liability entity, (iii) a partner in a partnership, or (iv) an owner of a 5% or greater interest in an entity engaged to provide services related to the sale, development, occupancy or use of property that is the subject of the pending matter.

(5) The planning commissioner or a member of the planning commissioner's household has been involved in a transaction that is contingent or dependent on the pending matter.

(6) There is another situation in which the planning commissioner has a direct financial interest in the result of pending matter that is different from that of the general public or many others who are similarly situated.

Conflict of interest does not include the following circumstances:

(1) The planning commissioner owns or occupies property in the vicinity of property that is the subject of a pending matter.

(2) The planning commissioner has some involvement in a similar or competing project.

(3) The planning commissioner previously had an interest in the property that is the subject of the pending matter but has no current interest in that property and the project's approval or development will not provide the planning commissioner any financial benefit due to that prior interest. For example, there is payment due to the planning commissioner conditioned on the project's approval or development.

(4) The planning commissioner previously had but does not currently have business interactions with the applicant or others involved in a pending matter.

(5) The planning commissioner has relatives who have some involvement in a project or property that is the subject of a pending matter but who are not in the planning commissioner's household.

(6) The planning commissioner previously expressed views on certain types of projects, certain types of development, certain zoning ordinance provisions, parts of the master plan or other similar matters.<sup>2</sup>

The city attorney may be consulted to render an opinion as to whether a conflict of interest exists under particular circumstances.

(b) *Freedom of Information Act* means 1976 PA 442, MCL 15.231 *et seq.* and any successor statute.

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<sup>1</sup> Footnotes provided in this ordinance are not part of the ordinance but to aid in its interpretation with explanations and with examples of how it may apply.

<sup>2</sup> However, if a planning commissioner has publicly made statement indicating what actions or positions the planning commissioner will take on certain matters (e.g., "I will never vote to approve ..." or "I will never vote against ...") that indicate the planning commissioner has prejudged matters before considering the factual, legal, and planning issues involved in a specific matter, those statements may indicate the planning commissioner will not properly act in a legally required manner. That may be reason for removal under §2-199.

(c) *Land Division Act* means the land division act, 1967 PA 288, MCL 560.101 *et seq.* and any successor statute, and includes any state rules promulgated pursuant to that statute.

(d) *MPEA* means the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 *et seq.*, and any successor statute.

(e) *MZEA* means the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 *et seq.*, and any successor statute.

(f) *Open Meetings Act* means 1976 PA 267, MCL 15.261 *et seq.*, and any successor statute.

(2) Terms not defined in subsection (1) that are defined in the MPEA shall have the meanings provided in the MPEA. Other terms shall have the meanings provided in section 1-2 of this Code.

**Sec. 2-197. – Members, appointment, terms and compensation.**

(1) The planning commission shall consist of 9 planning commissioners appointed by the mayor and approved by a majority of the city council elected and serving. Except for one planning commissioner, all planning commissioners must be qualified electors of the city. The planning commissioner who is not a qualified elector of the city must be a qualified elector in another city, village or township.

(a) Planning commission membership shall be representative of segments of the community, such as the economic, governmental, educational, and social development of the city, in accordance with the major interests as they exist in the city, such as natural resources, recreation, education, public health, government, transportation, industry, and commerce.

(b) Planning commission membership shall also be representative of the entire territory of the city to the extent practicable.

(c) An elected officer or employee of the city is not eligible to serve as a planning commissioner.

(2) Except for those appointed to fill a vacancy, planning commissioners shall serve 3-year terms and shall hold office until their successor is appointed. Those appointed to fill a vacancy shall serve the remaining term of the vacant position.

(3) Planning commissioners will receive compensation as provided by this article.

**Sec. 2-198. – Disclosure and conflict of interest procedure.**

(1) Before voting on any matter on which a planning commissioner is alleged to have or may be considered to have a conflict of interest, the planning commissioner shall disclose the potential conflict of interest to the planning commission.

(2) The planning commissioner shall be disqualified from voting if either (i) the planning commissioner has a conflict of interest as defined in subsection 2-196(1)(a), or (ii) the planning commission by a majority vote with the abstention of the disclosing planning commissioner decides the planning commission is disqualified from voting. The planning commissioner, the chairperson of the planning commission, or city planner may seek an opinion from the city attorney to aid in actions to be considered or taken under this section.

**Sec. 2-199. – Removal.**

The city council may remove a planning commissioner for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

(a) Failure of a planning commissioner to disclose a potential conflict of interest as required by this section 2-199 constitutes malfeasance in office.

(b) Unless a planning commissioner's absence is excused for one or more meetings by the planning commission due to the planning commissioner's illness, the failure of a planning commissioner to attend 3 or more regularly scheduled planning commission meetings in any calendar year constitutes nonfeasance in office.

(c) Unless disqualified from voting under section 20-198, a planning commissioner's failure to vote on a matter at a meeting the planning commissioner attends is malfeasance in office.

(d) Repeated failures of a planning commissioner to review the agenda and other materials provided in advance of planning commission meetings is malfeasance in office.

(e) In the absence of evidenced showing of violations of applicable laws, rules, regulations, orders policies, contract terms, or other legal obligations, a planning commissioner's publicly

stated refusal to accept or questions decisions of the planning commission, the city council, or city staff constitutes misfeasance in office.<sup>3</sup>

(f) Repeated intentional actions or statements at planning commission meetings that are (i) out of order, (ii) disrespectful of other planning commissioners, city officers or staff, applicants, members of the public, or others, (iii) disruptive to the orderly conduct of meetings, or (iv) in violation of city policies or procedures, constitute mis- and malfeasance in office.

**Sec. 2-200. - Officers; meetings; voting; bylaws; recordkeeping; annual report.**

(1) The planning commission shall schedule at least one regular meeting each calendar month and hold that meeting unless (i) there is no business to be conducted at the meeting, (ii) the meeting is rescheduled to attain a quorum, (iii) the meeting is cancelled or rescheduled due to inclement weather or other circumstance impairing attendance or making it unsafe to attend. Special meetings may be called by the chairperson or any two planning commissioners. Unless approved by the mayor, the planning commission shall not schedule meetings at times that conflict with city council meetings.

(2) Meetings shall be held in compliance and notice of meetings provided in accordance with the Open Meetings Act and may be held virtually or partially in-person and partially virtually as may be permitted under the Open Meetings Act and other applicable law.

(3) Planning commission records shall comply with the Open Meetings Act and shall be maintained and be available to others as provided in the Freedom of Information Act.

(4) At its first meeting in the month of July each year, the planning commission shall elect one planning commissioner (who may not be an ex officio member) to serve as its chairperson for a 1-year term with opportunity for reelection. At that same meeting, the planning commission shall elect one planning commissioner to serve as secretary for a 1-year term with opportunity for reelection. (5) The planning commission shall adopt bylaws for the transaction of its business.

(6) The planning commission shall make an annual written report to the city council concerning its operations and the status of planning activities, including recommendations for regarding actions for the city council related to planning and development.

(7) A majority of the planning commissioners appointed and serving constitutes a quorum of the planning commission. Unless a greater vote is required by applicable law or a bylaw for any action (such a vote by 2/3 of the planning commission for approval of a master plan or an amendment to a master plan) an affirmative vote of the planning commission shall require a majority of the quorum that is present (or properly participating remotely).

**Sec. 2-201. – Employees; budget and expenditures.**

(1) The planning commission may include provisions in its bylaws for expenses of its members and employees for travel when engaged in the performance of activities authorized by the city council, including, but not limited to, attendance at conferences, workshops, educational and training programs, and meetings. Payment or reimbursement of such expenses must comply with city policies for travel expense payment and reimbursement and with the annual city budget.

(2) After preparing the annual report required under subsection 2-200(6), the planning commission may prepare a detailed budget and submit it to the city council for approval or disapproval. The city council will annually appropriate funds for carrying out the purposes and functions permitted under the MPEA from such funding sources that are available for such purposes and acceptable to the city council.

(3) The planning commission may accept gifts for the exercise of its functions.<sup>4</sup> All gifts of money shall be deposited with the city treasurer in a special non-reverting planning commission fund for expenditure by the planning commission for the purpose designated by the donor. The treasurer

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<sup>3</sup> A planning commissioner should report any such acts to the city manager, city attorney, or county prosecutor.

<sup>4</sup> These will generally be gifts of funds or in-kind services such as a consultant willing to undertake a study or prepare a plan or report for no cost or a reduced cost. All gifts must be for the exercise of planning commission functions, not for activities outside those functions. For example, a gift of land or a gift for construction of a park are outside the planning commission's functions because a planning commission cannot own land or construct improvements. Such activities are within the purview of the city as a whole and require consent of the city council or city manager, or are within the purview of other departments or offices such as the parks and recreation, public works, etc.

shall draw a warrant against the special non-reverting fund only upon receipt of a voucher signed by the chairperson and secretary of the planning commission and an order drawn by the city clerk. The expenditures of a planning commission, exclusive of gifts and grants, shall be within the amounts appropriated by the city council.

(4) The city may employ a planning director and other personnel as the city manager and city council consider necessary, contract for services of planning and other technicians, and incur other expenses, within a budget authorized by the city council.

(5) The planning commission may make use of maps, data, and other information and expert advice provided by appropriate federal, state, regional, county, and city officials, departments, and agencies. City officials, departments, and agencies shall make available public information for the use of the planning commissions and furnish such other technical assistance and advice as they may have for planning purposes.

**Sec. 2-202. – Master plan creation, adoption, and amendment.**

(1) The planning commission shall create a proposed master plan and any subplans, and extensions, revisions, and other amendments as required and provided for in the MPEA for consideration and adoption as provided in the MPEA. Approval of a proposed master plan and any subplans or amendments requires a 2/3 vote of the planning commissioners. The proposed master plan, subplan, or amendment shall then be submitted to the city council.

(2) The city council shall approve or reject any proposed master plan, subplan, or amendment. If the city council rejects a proposed master plan, subplan, or amendment, it shall submit to the planning commission a statement of its objections. The planning commission shall consider the city council's objections and revise the proposed master plan, subplan, or amendment to address the objections. By a 2/3 vote of the planning commission, the revised proposed master plan, subplan, or amendment may be resubmitted to the city council for its approval or rejection. This procedure shall be repeated as often as needed until the city council approves the proposed master plan, subplan, or amendment.

(3) Upon final adoption of any master plan, subplans, or any amendments, the city clerk shall sign a statement of the city council's approval in the inside front or back cover of the master plan, subplan, or amendment and the secretary of the planning commission shall submit and distribute the master plan, subplan, or amendment as provided in the MPEA.

**Sec. 2-203. – Annual capital improvement plan.**

(1) The planning commission is exempted from requirements in the MPEA to prepare an annual capital improvement program. The planning commission may recommend to the city manager programs for public structures and improvements and for their financing.

(2) The city manager shall annually prepare a capital improvement program of public structures and improvements to be considered and adopted as part of the annual city budget. The annual capital improvements program of public structures and improvements shall show those public structures and improvements, in the general order of their priority, that in the city manager's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period based upon the city's requirements for all types of public structures and improvements. Each city department with authority for public structures or improvements shall furnish the city manager with lists, plans, and estimates of time and cost of those public structures and improvements.

**Sec. 2-204. – Review and approval of capital projects.**

A street; square, park, playground, public way, ground, or other open space; or public building or other structure shall not be constructed or authorized for construction unless the city council first submits the location, character, and extent of the street, public way, open space, structure, or utility is first submitted to the planning commission for its approval or disapproval.<sup>5</sup> The planning

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<sup>5</sup> It expected this will be undertaken annually, perhaps at the same time as the planning commission's annual report to the city council and well before the city council takes action on the city budget. The planning commission's purview is limited. First, it is limited to new streets; squares, parks, playgrounds, public ways, grounds, or other open spaces; or public buildings or other structures. It does not include renovations, replacements, expansions, etc. Second, it is limited to those constructed by the city. It does not apply to improvements by other public entities and except for any zoning ordinance requirements it does not apply to private improvements. Third, planning commission review is limited to the broad concepts of location, character, and extent of the proposed improvements. It does not allow review of site layout, construction plans and specifications, or other project details. Finally, the city council may approve such projects even if the planning commission disapproves. City council approval of the budget

commission shall submit its reasons for disapproval to the city council. The city council may overrule the planning commission's disapproval by a vote of not less than a majority of its members. If the planning commission fails to act within 35 days after submission of the proposal to the planning commission, it shall be considered approved by the planning commission.

**Sec. 2-205. – Additional powers and duties.**

(1) The planning commission shall serve as the city's zoning commission and exercise other powers and undertake duties provided for planning commissions and zoning commissions in the MZEA and shall exercise the powers and undertake the duties as stated in the city's zoning ordinance in chapter 90 of this Code.

(2) The planning commission shall exercise such powers and undertake such duties as are provided for planning commissions in the Land Division Act and as are provided for the planning commission in the city's subdivision ordinance in chapter 74 of this Code.

(3) The planning commission may exercise such other powers and undertake such other duties as may be provided to it in the MPEA, other state statutes, other provisions of this Code, and as assigned or delegated by the city council.

(4) The planning commission may also appoint committees of persons including planning commissioners or others to address particular matters.

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for such projects will normally be considered as overruling any planning commission disapproval (though city council approval of a budget does not, in itself, constitute project approval).

ORDINANCE NO. 16-21

ORDINANCE TO AMEND CHAPTER 74 OF THE CODE OF ORDINANCES ENTITLED  
"SUBDIVISIONS"

THE CITY OF WYOMING ORDAINS:

Section 1. That section chapter 74 of the Code of Ordinances of the City of Wyoming, Michigan, entitled "Subdivisions," is amended to read as follows:

**Chapter 74 - SUBDIVISIONS**  
**ARTICLE I. - IN GENERAL**

**Sec. 74-101. – Purpose and applicability.**

(1) This chapter is a city ordinance to carry out the provisions of the Land Division Act. It is intended to ensure plats and other divisions of land comply with the Land Division Act, the city's ordinances, policies and standards, and other applicable requirements. It is further intended to ensure plats and structures within them (i) are developed and constructed and will function as planned and approved, (ii) provide needed and appropriate services and amenities, (iii) can be reasonably served with public utilities, rights-of-way and services, (iv) appropriately protect and enhance the environment, (v) are compatible with other uses, (vi) meet appropriate design and construction standards, and (vii) do not create or exacerbate conditions unduly detrimental to other property, land uses, or property occupants.

(2) This chapter does not apply to platted lots recorded before June 20, 1978, except if they were further divided after that date.

(3) This chapter applies to existing outlots.

**Sec. 74-102. - Definitions.**

(1) The following definitions apply to terms used in this chapter except where the context clearly indicates a different meaning:

(a) AASHTO means the American Association of State Highway and Transportation Officials.

(b) *As-built plans* means the construction plans for the plat revised to reflect all field changes and actual constructed measurements and locations.

(c) *Block* means an area of land within a subdivision that is entirely bounded by streets, highways, or other ways intended for vehicular traffic, except alleys, or by the exterior boundary or boundaries of the subdivision.

(d) *Clear vision zone* means that term as determined by the city engineer in accordance with the subdivision design standards, AASHTO standards and guidelines, and general civil engineering standards.

(e) *Commercial development* means a planned commercial center providing building areas, parking areas, service areas, and areas for turning movement.

(f) *Developers' requirements checklist* means the list approved by the planning commission of items and information required to be submitted by a person pursuing a development or land use to the city planning department for review and approval of plats, plans, applications, and other requests.

(g) *Essential services* means a public or municipal utility or any part or equipment thereof and any public building. A public utility building is included if it shelters any utility part or equipment.

(h) *Greenbelts or open space* means a strip or parcel of land, privately restricted or publicly dedicated as open space.

(i) *Improvements* means any (i) street improvements or grading for street improvements, (ii) utility pipes, wires, cable, valves, switches, antennae, pumps, transformers, conduit, basins, poles, lighting, or other equipment or facilities put in, on or under the land, and (iii) buildings or other structures constructed on or attached to the land.

(j) *Land Division Act* means 1967 PA 288, MCL 560.101 *et seq.* and any statute replacing it.

(k) *Master plan* means the city's master plan, including all studies, maps, charts text, descriptions, and policy statements adopted by the city planning commission (and, perhaps approved by the City Council) in accordance with the MPEA.

- (l) *Motor vehicle* means that term as defined in the Michigan Vehicle Code, 1957 PA 330, MCL 257.1 *et seq.*
- (m) *MPEA* means the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 *et seq.* and any statute replacing it.
- (n) *MZEA* means the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 *et seq.* and any statute replacing it.
- (o) *Plat* means a map, drawing or chart which depicts the plan of the proposed subdivision of land.
- (p) *Proprietor* means that term as defined in the Land Division Act.
- (q) *Public open space* means land dedicated or reserved for use by the general public.
- (r) *Public reservation* means a portion of a subdivision which is set aside for public use, made available for public use or made available for public acquisition.
- (s) *Public utility* means any person or municipality authorized to furnish under regulation transportation, water, gas, electricity, telephone, steam, telegraph, sewage disposal or other utility to the public.
- (t) *Public walkway* means a public right-of-way designed and intended for pedestrian or multi-modal (but not motor vehicle) access and use.
- (u) *Reserve strip* means a strip of land in a subdivision which extends across the end of a street proposed to be extended by future platting or a strip which extends along the length of a partial width street proposed by future platting to the minimum permissible width.
- (v) *Right-of-way* means land dedicated as a right-of-way.
- (w) *Roadway* means that portion of the road right-of-way measured between curb faces and, if there are no curbs, then the finished graded portion if graveled or hard-surfaced area, if they are paved.
- (x) *Subdivision design standards* mean the subdivision design standards approved by the planning commission in April 2021 as they may be amended or replaced.
- (y) *Subdivision improvements* means any improvements (i) required to comply with applicable law, including without limitation, this chapter, the subdivision design standards, or (ii) to be constructed or installed in accordance with a proposed plat.
- (z) *Zoning ordinance* means the chapter 90 of this Code.

(2) For any other definitions, the definitions of the Land Division Act and the zoning ordinance will apply in that priority.

(3) References to state or federal agencies shall include their successor agencies.

(4) References to a city official by position includes that official's designees and superiors.

(5) References to organizations include any successor organizations.

**Sec. 74-102. - Authorization.**

(1) Whenever a city official is required or authorized by this chapter to take actions, that official is also authorized to seek the assistance of other city personnel, including elected and appointed officials, employees, volunteers, and members of boards and commissions. Accordingly, for example and not for limitation, when the city clerk or city planner are authorized to review preliminary plats or final plats prior to city council consideration, either of them may seek input and assistance from the planning commission, the development review team, or others if such assistance is provided within the time allowed prior to city council consideration.

(2) For purposes of this chapter, the city planner will serve as a deputy city clerk. Therefore, whenever state law designated the city clerk as the city official with whom to file or submit documents under this chapter, the documents should, instead, be filed with the city planner and this chapter so states. When filed or submitted to the city planner, the city planner will promptly notify the city clerk of the date and approximate time they were received in the city planner's office. If filed or submitted to the city clerk, the city clerk will promptly deliver them to the city planner noting the date and approximate time they were received in the city clerk's office.

**ARTICLE II. – PLAT APPROVAL  
DIVISION 1. – BEFORE PRELIMINARY PLAT**

**Sec. 74-211. - Subdivision procedure; preliminary review.**

(1) It is the responsibility of a proprietor to:

- (a) Prepare preliminary and final plats complying with all applicable laws, rules and regulations including, for example and without limitation, applicable provisions of this Code such as the zoning ordinance, chapter 86 addressing utilities, chapter 38 addressing floodplain regulations, chapter 30 addressing environment, and chapter 10 addressing buildings, and the subdivision design standards.
- (2) Understand the relationship of the proposed subdivision with respect to major thoroughfares and plans for future widening of thoroughfares.
- (3) Comply with standards for sewage disposal, water supply, erosion control and drainage and flood control of the city and applicable county and state standards.
- (4) Comply with all requirements of the Land Division Act.
- (2) If requested by a proprietor, city staff will informally meet with the proprietor before a preliminary plat is prepared to explain the city's procedures and standards in accordance with this chapter and with the provisions of the city land use plan and zoning ordinance that affects the area in which the proposed subdivision is located.

**Sec. 74-212. - Pre-preliminary plat.**

- (1) A proprietor may submit a pre-preliminary plat to the city planner for the proprietor's information and review.
- (2) A pre-preliminary plat submitted under this section must include the following:
  - (a) Preliminary lot layout including all lot dimensions.
  - (b) Preliminary street layout including right-of-way dimensions.
  - (c) Preliminary water main and sanitary sewer layout.
  - (d) Preliminary storm sewer layout including outlet locations and detention methods.
  - (e) Preliminary wetland determination.
  - (f) Preliminary estimate of tree stands intended to be retained.
- (3) The city planner, city engineer and other city staff or consultants either the city engineer or city planner wishes to consult will informally review the pre-preliminary plat and other information provided by the proprietor and, following that review, the city planner will communicate to the proprietor city staff's informal comments on the submitted information submitted and the city standards and procedures on which those comments are based or which may be applicable to the proposed plat.

**DIVISION 2. – PRELIMINARY PLAT – TENTATIVE APPROVAL**

**Sec. 74-221. – Submitting preliminary plat for tentative approval.**

- (1) The proprietor must file with the city planner 10 printed copies and one electronic copy (in an electronic format acceptable to the city) of the proposed preliminary plat containing the following items and other information listed in the developers' requirements checklist at least 30 days prior to the planning commission meeting at which that plat may be considered.
  - (a) Proposed name of subdivision. To avoid confusion, the name must not duplicate or closely resemble the name of another subdivision or development in the county.
  - (b) Legal description of the land to be platted, its area in acres and the name of the city and county. Boundaries of the subdivision must be depicted in a heavy solid line and described by metes and bounds.
  - (c) Names, addresses, telephone (or cell) numbers, and e-mail addresses of the proprietor, the planner and designer engineer or surveyor who designed the subdivision layout.
  - (d) The names of abutting subdivisions, layout of streets, indicating street names, right-of-way widths and connections with adjoining platted streets and locations of alleys, easements and public walkways and lot layouts.
  - (e) A location map or vicinity sketch showing the relationship of the proposed plat to the surrounding area.
  - (f) Existing land use and existing zoning of the land in the proposed subdivision and the abutting tracts and the names of owners of abutting property.
  - (g) Drawing at scale of 100-feet to 1-inch or larger.
  - (h) Date, cardinal points and north arrow.
  - (i) A map of the entire area scheduled for development, including future streets if the proposed plat is a portion of a larger holding intended for subsequent development.

(j) 6 copies of proposed covenants and deed restrictions, or a written statement that none are proposed.

(k) Any provisions retaining and replacing trees in the overall plat. Any trees to be planted in rights-of-way or any other areas to be owned or controlled by the city must be approved by the city engineer prior to planting to ensure they will not interfere with safe use of the right-of-way, not damage or affect the useful life of any rights-of-way or utilities, and are otherwise of appropriate species and size and appropriately placed.

(l) If common areas, such as medians, landscaped areas in traffic circles, entrance ways, community or recreation buildings, recreational property, dog walk areas, or other areas to be reserved for use of subdivision residents, copies of a plan showing how the area will be maintained must also be submitted. This will require provisions for a homeowners' association able to require and collect payments from owners of subdivision lots.

(m) Layout, number and dimension of lots, including front building setback lines.

(n) Land intended to be dedicated or set aside for public use or for the common use of property owners in the subdivision showing location, width and purpose.

(o) The exact location of all floodplain area and regulated wetlands areas.

(p) Location of any existing and proposed sanitary sewers, water mains, storm drains and other underground facilities within or adjacent to the proposed subdivision, including the location and dimensions of proposed street systems and easements therefor.

(q) Contours at two-foot intervals. Topography is to be based on USGS datum.

(r) If the proposed subdivision will not be served by public water and sanitary sewer systems sufficient information to demonstrate that the soils, groundwater quality, lots sizes, building envelopes and other aspects of the land and proposed plat will meet all requirements for and there are not impediments to obtaining any needed permits or other approvals from state and county agencies having jurisdiction over private water supply and private wastewater disposal (normally septic) systems. Three copies of soil percolation test results certified by a registered professional engineer or registered land surveyor sufficient in number to be representative of the entire area in the proposed plat, and a minimum of one test per acre. If, by the construction plans for proposed improvements or otherwise, it is indicated that the grade of a lot will be altered in any substantial degree from its grade at the time the preliminary plat is submitted, the percolation tests must be made at the grade contemplated upon completion of those improvements or filling or excavation operations. If, however, a lot is to be filled, percolation tests must be submitted for the original and final grade.

(s) A statement indicating the proposed use to which the subdivision will be put, along with a description of any type of residential buildings and number of dwelling units contemplated or the type of business or industry so as to reveal the effect of development on traffic, fire hazards, schools, public infrastructure, and population density.

(2) If the proposed preliminary plat and information submitted with it fails to comply with the requirements in subsection (1), and that failure to comply with those requirements, in the reasonable judgment of the city planner (i) impairs the ability of city staff (when viewed in the context of other items submitted for the same planning commission agenda) to properly review the proposed preliminary plat and prepare an appropriate analysis for the planning commission, (ii) given past practices of or direction from the planning commission will result in denial of tentative approval of the proposed preliminary plat or postponement of consideration until the required information is provided, or (iii) is so deficient that the planning commission should deny tentative approval until all required information is provided, the city planner may refrain from placing the proposed preliminary plat on the agenda for planning commission consideration until the required information is provided within the time required under subsection (1) for a subsequent planning commission meeting. If the city planner makes such a determination, the city planner shall notify the proprietor in writing of that determination and the reasons for it.

**Sec. 74-222. – Tentative preliminary plat review and approval.**

(1) If a proposed preliminary plat and supporting information are submitted as provided in section 74-221, the planning department shall place the proposed preliminary plat on the agenda of the next planning commission meeting and schedule a public hearing before the planning commission at that meeting.

(a) Notice of the date, time, and place of the public hearing shall be sent to the proprietor by regular mail or, if requested by the proprietor, by electronic mail, not less than 5 days before the hearing date.

(b) Similar notice shall also be sent by regular mail to the owners of land immediately adjoining the proposed platted land and land within 600 feet of the proposed platted land not less than 5 days before the hearing date. The names and addresses of the owners to be notified shall be those that appear on the most recent real property tax roll.

(2) The planning commission shall review the proposed preliminary plat with any comments and other information from the city planning staff and comments and other information provided during the public hearing. If all conditions have been satisfactorily met, it shall recommend to city council tentative approval of the proposed preliminary plat or tentative approval of the proposed preliminary plat with conditions specified by the planning commission.

(3) If the preliminary plat does not meet all requirements, the planning commission shall direct the city planner notify the proprietor of this fact in writing of the planning commission's reasons for disapproval of the proposed preliminary plat and recommend to the city council disapproval of the proposed preliminary plat.

(4) The planning commission's recommendation shall be transmitted to the city council for its consideration as soon as reasonably possible after the public hearing.

(5) The city council shall review the proposed preliminary plat and shall tentatively approve, tentatively approve with conditions, or disapprove the proposed preliminary plat. The city council shall note its tentative approval, its tentative approval with conditions, or its disapproval and reasons for disapproval on the proposed preliminary plat and return one copy to the proprietor. If the requirements and conditions of this code have been met, the city council shall grant tentative approval to the preliminary plat. Approval must be conditioned on the following, among any other conditions needed to ensure compliance with this chapter and the Land Division Act.

(a) Prior to final plat approval and before occupancy of any part of the plat, the proprietor must enter a contract with the city for construction of all uncompleted required improvements and submit a performance bond to ensure the specified improvements are completed in accordance with the approved preliminary plat.

(b) The proprietor must submit a grading plan before final approval of the proposed preliminary plat.

(6) The city council shall take the action described in subsection (5)

(a) Within 60 days after submission the proposed preliminary plat to the city planner as provided in section 74-221 if a pre-preliminary plat was submitted to and reviewed by city planner as provided in section 74-212.

(b) Within 90 days after submission after submission the proposed preliminary plat to the clerk as provided in section 74-221 if no pre-preliminary plat was submitted to and reviewed by the city planner as provided in section 74-212.

**Sec. 74-223. - Tentative approval of preliminary plat – rights conferred.**

(1) Tentative approval of a proposed preliminary plat under this division shall confer upon the proprietor, for a period of 1-year, approval of lot sizes, lot orientation and street layout and application of the then-current requirements of this chapter and the subdivision design standards.

(2) The tentative approval may be extended if the city council grants an extension after the proprietor's written request for extension filed with the city planner that explains the reasons why it should be granted.

**DIVISION 3. - PRELIMINARY PLAT—FINAL APPROVAL**

**Sec. 74-231. – Submitting preliminary plat for final approval.**

(1) After the city council tentatively approves the preliminary plat, the proprietor must submit the proposed preliminary plat to the following for their information, review, comment, and, if required by the Land Division Act, approval:

(a) Kent County Drain Commissioner;

(b) Michigan Department of Transportation;

(c) Kent County Plat Board;

(d) Michigan Department of the Environment, Great Lakes and Energy;

- (e) If the proposed subdivision will not be served by city water and sanitary sewer services, the Kent County Health Department;
  - (f) All public utilities serving the area in the proposed plat; and
  - (g) The superintendent of any K-12 public school district serving the area in the proposed plat.
- (2) After the proposed preliminary plat is approved or is approved with conditions by any of the officials or agencies whose approval is required under subsection (1) and the Land Division Act, the proprietor must:
- (a) File with the city planner a list of all officials and agencies listed in subsection (1) to which the proposed preliminary plat was submitted as required in sections 113 – 119 of the Land Division Act.
  - (b) File with the city planner copies of the written approvals of each of the officials or agencies whose approval is required under subsection (1) and the Land Division Act.

**Sec. 74-232. – Procedure for final approval of preliminary plat.**

- (1) After the proprietor files the information required under subsection 74-231(2), at its next meeting or within 20 days, the city council will consider final approval of the proposed preliminary plat.
- (2) The city council shall finally approve the proposed preliminary plat if the proprietor met all conditions for approval that were stated in the tentative approval of the proposed preliminary plat.
- (3) If the proposed preliminary plat failed to meet any of the requirements or conditions for approval, the city council may reject the proposed preliminary plat and state the reasons for its rejection.
- (4) The city council shall instruct the city clerk to notify in writing the proprietor of the final approval or rejection of the proposed preliminary plat together with the reasons for any rejection and instruct the clerk to note all proceedings in the minutes of the city council meeting which shall be open for inspection.

**Sec. 74-233. – Final approval of preliminary plat – rights conferred.**

- (1) Final approval of the preliminary plat under this article shall confer upon the proprietor for a period of 2 years from date of approval, the conditional right that the general terms and conditions under which preliminary plat approval was granted will not be changed.
- (2) The 2-year period may be extended if applied for by the proprietor and granted by the city council in writing. Written notice of the extension shall be sent by the city council to the other approving authorities.
- (3) All approvals of a preliminary plat will expire upon the expiration of the 2-year period and any granted extension.
- (4) A proposed final plat will not be accepted after the expiration date of the approved preliminary plat.

**DIVISION 4. - FINAL PLAT**

**Sec. 74-241. - Survey and true plat submission.**

- (1) After final approval of the preliminary plat and before the expiration of that approval, the proprietor shall obtain a survey and true plat meeting all requirements of the Land Division Act, this chapter, the zoning ordinance, chapter 86 of this Code addressing utilities, chapter 38 of this Code addressing floodplain regulations, chapter 30 of this Code addressing environment, chapter 10 of this Code addressing buildings, the subdivision design standards, and rules promulgated by the Michigan Office of Land Survey and Remonumentation.
- (2) After final approval of the preliminary plat and before the expiration of that approval, the proprietor must submit to the city planner:
- (a) A copy of the survey;
  - (b) A copy of the true plat;
  - (c) Written proof of payment of fees required by sections 241 and 246 of the Land Division Act;
  - (d) The proprietor's certificate as required by the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation;
  - (e) A copy of all other certificates required by the Land Division Act to be obtained or submitted before city council consideration;

- (f) If city water and/or city sanitary sewer service is not being provided, copies of the preliminary plat approved by the Kent County Health Department and associated approval letter(s);
- (g) Copies of receipts showing payment of all fees, charges and other amounts to be paid for any utility services or lines to be installed within the subdivision;
- (h) Binding contracts, any required state or locally issued construction permits or other approvals, and performance bonds, letters of credit or other assurance in a form and substance acceptable to the city attorney, for all public improvements within the subdivision that are not fully completed at the time of submission of the final true plat and survey (for example, water system improvements that are ready for connection, sanitary sewer system improvements that are ready for connection, street lights that are functioning, streets and sidewalks, curbs and gutters, pathways, common amenities, signage, natural gas and electric utilities, telecommunications lines and conduit);
- (i) Copies of any contract(s) required to address storm water drainage in the subdivision together with performance bonds, letters of credit or other assurance in a form and substance acceptable to the city attorney if the needed storm water drainage improvements have not yet been constructed;
- (j) Copies of any covenants and deed restrictions;
- (k) Written arrangements in a form and substance acceptable to the city attorney for the maintenance of any retention basins, including, if needed, provisions for special assessments, as provided in the Land Division Act;
- (l) Written documents for the establishment of a homeowners' association or other means of collecting needed funding for and governance of any activities needed to maintain any common areas, amenities or other items;
- (m) A copy of any recorded easements and releases of easements to the extent they are needed,
- (n) A copy of any floodplain restrictions; and
- (o) An abstract of title certified to the date of the proprietor's certificate or a policy of title insurance currently in force covering all the land in the proposed subdivision to demonstrate that the proper persons have signed the proposed final plat.

**Sec. 74-242. – City council consideration of proposed final plat.**

- (1) At the next city council meeting following the submission of the materials required in subsection 74-241(2) or at another regular or special city council meeting called within 20 days following the submission of the materials required in subsection 74-241(2), the city council must do one of the following:
  - (a) If it conforms to the requirements of this chapter, approve the proposed final plat and instruct the city clerk to (i) inform the proprietor of the city council approval, and (ii) certify the city council's approval in accordance with this chapter and with the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation; or
  - (b) If it does not conform to the requirements of this chapter, reject the proposed final plat and instruct the city clerk or city planner to notify the proprietor in writing stating the reasons for the rejection and instruct the city planner to return the proposed final plat to the proprietor.
- (2) All proceedings regarding city council consideration of the proposed final plat must be recorded in the minutes of the city council meeting and the city planner or city clerk must send a copy of the minutes to the Kent County plat board.

**Sec. 74-243. – City clerk certification of final plat.**

- (1) The certificate issued by the city clerk for a final plat approved by the city council pursuant to section 74-242 must comply with the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation and must, at a minimum:
  - (a) State the date of the meeting at which the city council approved the final plat;
  - (b) State the date the certificate was signed by the city clerk;
  - (c) Include a statement that the final plat was reviewed by the city council and by the city planner, who the city council authorized to review the final plat, and that the final plat complies with all applicable provisions of the Land Division Act and city requirements;

(d) If Kent County Health Department review and approval of the preliminary plat was required (because city water and/or city sanitary sewer service will not be provided to all lots in the subdivision), a statement that the Kent County Health Department approved and the date of its approval.

(e) If city water and city sanitary sewer service will be provided for all lots in the subdivision and if, therefore, the minimum lot widths and areas provided in the Land Division Act are not applicable due to applicable city lot width and area requirements in this chapter, the subdivision design standards, and the zoning ordinance, the certificate shall so state and also attest that the city has legally adopted those city lot width and area requirements; and

(f) State that the final plat complies with the requirements of section 192 of the Land Division Act by providing adequate storm water facilities within the lands in the subdivision or by other means acceptable to the city and that if such facilities were not completed at the time the city council approved the final plat, contracts and financial assurance mechanisms are in place to ensure their completion prior to occupancy of the subdivision.

(2) The city planner, city engineer, and city attorney must review and approve the certificate before the city clerk signs.

## **DIVISION 5. – BUILDING AND FINANCIAL ASSURANCE**

### **Sec. 74-251. – Building and occupancy prior to completion of all improvements.**

(1) Except as provided in subsections (2), (3) or (4), no houses, other buildings, other structures, or other private improvements will be built on any subdivision lot until final plat approval is obtained and until all streets, curbs, gutters, storm water facilities, city water, city sanitary sewer, electric power, natural gas, telecommunications, street lighting, street signage and other required utilities and improvements (i) have been constructed and installed, (ii) passed any required testing, (iii) accepted by city officials and/or appropriate utility representatives as complying with the approved final plat and all other applicable requirements, (iv) with required “as-built” drawings filed as required, and (v) with all required fees, charges and other amounts fully paid to the city and any other utilities and approving authorities. Building permits and occupancy permits must not be issued until the conditions of this section are met, the lots are not buildable lots.

(2) As an exception to the requirements of subsection (1), after final approval of the preliminary plat, the proprietor may obtain building permits for up to 3 model homes if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the lots on which the model homes are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points on lots on which the model homes are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the model home lots.

(c) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the model homes until final plat approval is obtained and all conditions in subsection (1) are met.

(3) As an exception to the requirements of subsection (1), after final plat approval but before all other requirements of subsection (1) are met, the proprietor may obtain building permits for homes if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the lots on which the homes are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points on lots on which the homes are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the model home lots.

(c) The city planner, city fire marshal, city engineer and city attorney agree that binding contracts, approved plans, issued permits, and financial assurance will ensure completion of the other requirements in subsection (1) within the earlier of 120 days or November 1 of the year in which building permits are issued.

(d) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the homes until all conditions in subsection (1) are met.

(e) The city's registered building official approves the building plans.

(4) As an exception to the requirements of subsection (1), after final plat approval but before all other requirements of subsection (1) are met, the proprietor may obtain building permits for construction and installation of common amenities such as clubhouses, community centers, recreational facilities, swimming pools, playgrounds, dog parks and similar facilities, but not offices, sales facilities, storage areas, equipment or tool areas, sleeping or break facilities, if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the areas on which the common amenities are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points of the areas on which the pools or building amenities are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the areas on which the common amenities are to be built.

(c) The city planner, city fire marshal, city engineer and city attorney agree that binding contracts, approved plans, issued permits, and financial assurance will ensure completion of the other requirements in subsection (1) within the earlier of 120 days or November 1 of the year in which building permits are issued.

(d) The proprietor enters into a contract with the city in a form and substance acceptable to the city attorney stating what is to be built, the dates on which construction will be begin and be completed, and any other terms and conditions to reasonably ensure compliance with this section and the remainder of this chapter.

(e) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the common amenities until all conditions in subsection (1) are met.

(f) The city's registered building official approves the building plans.

(5) The exceptions provided in subsections (2), (3) and (4) will not apply to and may not be used (i) by a proprietor who is in default to the city, (ii) by a proprietor who has previously failed to comply with requirements of this chapter, (iii) for any plat for which previous violations of this chapter have occurred, (iv) by a proprietor who has previously not timely paid (that is, before the date on which they can no longer be paid without interest, penalties, late payment fees, risks of shutoff or discontinuance of service, or overdue notices) amounts due and owing the city, (v) by any nuisance business as defined in chapter 14 of this code, or (vi) in relation to any other plat if, in the judgment of the the city manager and city attorney based on experience with the proprietor or the plat that the risk of incompletion cannot be reasonably addressed. For purposes of this subsection, if it is an entity, "proprietor" includes the directors, officers, managers, owners, partners, key employees, members, and other individuals or entities affiliated with that entity.

#### **Sec. 74-252. – Financial assurance requirements.**

Whenever this chapter requires or allows a performance guarantee or other financial assurance the following shall apply:

(a) It may be in a form of a cash deposit, irrevocable letter of credit, performance bond or other form provided the form and substance of that assurance and any accompanying contracts, terms or conditions are acceptable to the city attorney.

(b) It will provide that the amounts held (if a cash deposit) or the amounts obligated will be rebated or decline equal in ratio to the completion of the work it is assuring.

(c) It must be accompanied by (i) final approved plans and specifications, (ii) issued permits and other required approvals, (iii) proofs of payments of any needed fees, charges, or other amounts, and (iv) binding construction or installation contracts that state the starting and completion dates as needed to ensure to the reasonable satisfaction of the city planner, city engineer and city attorney that the work will be completed by a date certain. With the consent of the city manager, city planner, city engineer, and city attorney the city may enter into a contract with the proprietor that provides a timetable for final approval of plans and specifications, issuance of permits and

other approvals, and entering into construction permits that results in payment of liquidated damages

(d) The proprietor must acknowledge and consent in writing that no certificate of occupancy will be granted for any building or other improvement until all requirements of this chapter are met, including, without limitation, until all improvements for which financial assurance has been provided are completed, all accompanying fees and other charges and costs paid, the improvements are accepted by the city or other accepting persons, and as-built drawings are filed as required.

### ARTICLE III. – SUBDIVISION DESIGN STANDARDS

#### **Sec. 74-301. – Infrastructure design standards.**

All (i) streets, alleys and roadways, (ii) pedestrian or nonmotorized ways, (iii) sidewalks, (iv) city water and sanitary sewer lines and facilities, including without limitation, fire hydrants, (v) curbs and gutters, (vi) storm sewers and other storm water facilities, (vii) street lights, (viii) private utilities, including without limitation, any piping and conduit, and (ix) other required improvements in any subdivision shall be designed and constructed in accordance with the city's current subdivision design standards of the city approved by the planning commission and with any engineering standards established by the city engineer.

#### **Sec. 74-302. - Lot requirements.**

(1) *General requirement.* The size, shape, and orientation of lots must be appropriate for the location of the subdivision as well as for the type of development and use. Residential lots must be of a size to (i) enable construction of housing types generally conforming to and compatible with contiguous development, (ii) provide side yards for desirable access, light, air, privacy and safety (safety includes, without limitation, accessibility for emergency personnel and distancing to comply with applicable codes, (iii) provide for setbacks from the street line, and (iv) allow sufficient space for household purposes.

(a) *Access.* All lots must abut by their full frontage on a properly dedicated street. Lots, other than corner lots, must not front on two streets, except when the planning commission determines that lots backing up to a major thoroughfare without curb-cuts on that major thoroughfare are appropriate to address public safety concerns, minimize noise for residents, serve as a visual buffer, enhance privacy for residents, or other reason that enhances the public health, safety or general welfare.

(b) *Width.* The minimum width of any residential lot must comply with existing zoning requirements for the zoning district in which the lot is located.

(c) *Depth.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(d) *Area.* The lot area must comply with the zoning ordinance requirements for the zoning district in which the lot is located.

(e) *Corner lots.* Corner lots must be 20 feet greater in width to allow building setback compliance for both the front and side street lines.

(f) *Backup lots.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(g) *Industrial or commercial lots.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(h) *Lot division or split.* Once the city has tentatively approved a preliminary plat, no lot splits will be allowed within that plat until after final plat approval and recording.

(i) *Building and setback lines.* Building and setback lines for a lot must conform to the zoning ordinance requirements for lots within its zoning district.

(j) *Side lot lines.* Side lot lines must be arranged in relation to one another so building width of the lot will not be reduced to unusable proportions at either the front or rear setback lines. Lot boundaries along its sides and rear must be straight lines.

(b) *Uninhabitable areas.* Lands that due to topography, flood conditions, wetlands, soil conditions, inaccessibility, lack of infrastructure or services, proximity to utility lines or other hazards, or another reason, either (i) the planning commission determines are uninhabitable, or (ii) that are uninhabitable under applicable laws, rules, or regulations, must not be platted for residential purposes, or for other uses that could, in the judgment of the planning commission, increase risks

to public health, safety or welfare; adjacent property; the environment; or flooding. Such lands within a proposed subdivision must be set aside for other uses, such as recreational use or open space.

(c) *Future arrangements.* If parcels of land are subdivided into unusually large lots (such as when large lots are required for septic tanks), if feasible, the parcels must be arranged to allow for re-subdividing into smaller parcels in a logical fashion.

#### **Sec. 74-303. - Block requirements.**

The size and shape of blocks must be appropriate for the types of lots and land uses. Blocks must be designed to provide good lot orientation, topography, safe street design, and economical use of the land, and may be bounded by streets, railroad right-of-way, waterway or other definite barrier.

(a) *Length.* The length of blocks between intersecting streets must be not less than 500 feet nor more than 1,250 feet unless greater or smaller dimensions are required or accepted by the planning commission during preliminary plat review to address safety, environmental, access, infrastructure, topographical, or other concerns.

(b) *Width.* A block must provide two tiers of lots and must be at least 240 feet wide, except where lots in the block back up to a major thoroughfare, natural feature or subdivision boundary.

(c) *Nonresidential blocks.* Blocks with lots intended for nonresidential uses must be designed for those nonresidential uses and must provide for off-street parking and loading to comply with zoning ordinance requirements.

(d) *Block frontage.* Block frontage means the portion of the block abutting one side of a street between the two nearest intersecting or intercepting streets, or between the nearest intersecting or intercepting street and railroad right-of-way, waterway, or other, natural topographic boundary.

#### **Sec. 74-304. - Other planning requirements.**

(1) *Modification of intended use.* If property proposed for subdividing is intended for land use different than allowed in its current zoning district, that intended use must be identified in an application for rezoning or in a separate statement filed with the city planner. The proposed use and other aspects of the proposed subdivision must conform with objectives of the master plan to ensure general uniformity of land uses within blocks and neighborhoods.

(2) *Use conformance.* Land use and area restrictions must comply with this chapter, the zoning ordinance chapter 86 of this Code addressing utilities, chapter 38 of this Code addressing floodplain regulations, chapter 30 of this Code addressing environment, chapter 10 of this Code addressing buildings, the subdivision design standards, and rules promulgated by the Michigan Office of Land Survey and Remonumentation.

(3) *Commercial or industrial modification.* If a variance from the requirements of this article or the subdivision design standards is needed for commercial or industrial development in a proposed subdivision it must be sought before initiating the platting process in accordance with article IV. Any variance request must be specifically written for particular commercial or industrial developments, including shopping districts, wholesaling areas and planned industrial districts and must provide for reasonably needed off-street parking, buffering, loading areas and traffic circulation.

(4) *Areas subject to flooding.* Areas subject to flooding, subject to inundation by stormwater, within the floodplain of a river, stream, creek, or lake, or with inadequate drainage, shall not be platted for any use that would increase risks to persons or property or adversely affect the environment or might otherwise adversely affect the public health, safety or general welfare. If the planning commission determines a flooding problem exists, it must reject all or part of the proposed plat lying within the floodplain or area subject to flooding except to the extent it remains as open space not included in any lot on which any structures will be built. Areas of land lying within a floodplain will require compliance with the Land Division Act and review by state agencies. The proprietor must provide a site plan prepared by professional engineer demonstrating that a change in the topography will eliminate flooding, will not aggravate the flood hazard beyond the limits of the plat, and will comply with all applicable legal requirements for flood plains, flood zones, wetlands, and any related requirements.

(6) *Open spaces.* Dedication of planting strips or open spaces may be required by the planning commission in areas where desirable to separate and buffer residences from adjacent commercial

developments, highways, streets, railroads, or an obnoxious use. Such strips shall be a minimum of 20 feet wide and shall not be a part of the normal roadway right-of-way or utility easement.

(7) *Public reserve strips.* A one-foot reserve may be required to be placed at the end of dead-end streets which terminate at subdivision boundaries and between half-streets. These reserves must be separately deeded in fee simple to the city for future street purposes.

(8) *Protection of trees and other natural features.* Due regard must be shown for natural features, such as large trees, exceptionally fine groves of trees, watercourses, scenic points, historic spots and similar community assets which, if preserved, will add attractiveness and value to the subdivision. Earth moving and removal of trees prior to plat review by the city is strongly discouraged. Trees should be retained within the plat wherever practical.

#### **ARTICLE IV. – DIVISION AND COMBINATION OF PLATTED LOTS**

##### **Sec. 74-501. – Prohibition during platting.**

A platted lot may not be divided until final plat approval is granted and the plat has been recorded.

##### **Sec. 74-502. – When division is allowed.**

(1) Splitting of platted lots must comply with the following:

(a) Division of a platted lot must comply with the Land Division Act. If the numbers of lot divisions exceed those permitted by the Land Division Act, not more divisions will be allowed without additional platting. If, under the Land Division Act, the manner of the proposed lot division or of the proposed lot division in connection with other actions requires a plat amendment, replat or other procedure, the division will be allowed only in accordance with that procedure.

(b) No division of a platted lot or parcel will be made which creates a parcel of land without reasonable access to a public street or dedicated right-of-way.

(c) No division of a platted lot or parcel will be made which creates a lot that is unbuildable or nonconforming under the zoning ordinance unless the zoning board of appeals has first granted a nonuse variance making it buildable and allowing the nonconformity.

(d) No division of a platted lot or parcel will be made if the resulting parcels cannot be served by city water and sewer service unless the Kent County Health Department has approved the lots for the use of wells for potable water supply and for a septic system for wastewater disposal.

(2) No division of a platted lot or parcel will be permitted while there remain unpaid real estate taxes on the lot or parcel or unpaid bills for city water or city sanitary sewer service to that parcel.

##### **Sec. 74-503. – Lot split procedure.**

(1) A person wishing to divide a platted lot, outlot or other parcel of land in a recorded plat within the city must file a written application with the city assessor that:

(a) Is signed by all parties in interest and includes the legal description of the current parcel and of the parcels resulting from the division.

(b) Is accompanied by two plans showing dimensions of the parcels resulting from the proposed division. The city assessor may require the plan to be prepared by a registered land surveyor when, in the city assessor's judgment, the proposed courses and measurements may be difficult to verify and ascertain.

(c) Is accompanied by (i) the appropriate fee(s) for all parcels resulting from the division, (ii) a written statement from the city treasurer showing there are no payments due to the city for due and payable property taxes, special assessments, water bills, or sanitary sewer bills, and (iii) certification from the county treasurer that all due and payable property taxes against the property have been paid. If there are outstanding special assessments against a parcel proposed for splitting the allocation of that special assessment balance against the resulting parcels must be approved in a written agreement with the city treasurer.

(2) The city assessor shall verify with the city planner that the resulting parcels will have the required street frontage and will comply with the zoning ordinance or that an appropriate variance has been granted. The city assessor shall also verify with the city engineer that the resulting lots can be served by city water and city sanitary sewer services or that the Kent County Health Department has issued appropriate approvals.

(3) If the proposed lot division meets the requirements of this article, the city assessor shall approve the division and appropriately document that approval on the application and in city records.

**Sec. 74-503. – Lot combination procedure.**

(1) A platted lot can be combined with one or more other platted lots, outlots, or other parcels of land only if (i) all of the property to be included in the combined parcel is owned by the same person(s), (ii) all of the property is contiguous, (iii) all the property is in the same school district, and (iv) it will not result in a situation in which only a part of the resulting parcel is subject to the capture of tax increment revenues or only part of the resulting parcel is subject to a tax abatement or tax exemption. Parcels separated by a public or private road or other right-of-way are not contiguous for purposes of this section. If a street vacation or elimination of a private road or right-of-way are needed to provide contiguity, those steps must be taken before application is made. If a plat amendment is needed, that must also occur before application is made.

(2) A person wishing to combine one or more other platted lots, outlots, or other parcels of land must file a written application with the city assessor that:

(a) Is signed by all parties in interest and includes the legal description of the current parcel and of the parcels resulting from the division.

(b) Is accompanied by two plans showing dimensions of the parcel resulting from the proposed combination. The city assessor may require the plan to be prepared by a registered land surveyor when, in the city assessor's judgment, the proposed courses and measurements may be difficult to verify and ascertain.

(c) Is accompanied by a certificate from the city treasurer showing that the appropriate fee has been paid for all of the parcels proposed for combination and certifying that real property taxes, and city water and sanitary sewer bills have been paid for the lot(s). If there are outstanding special assessments against any of the parcels to be combined, the property owner must acknowledge in writing with the city treasurer the total outstanding balance of the special assessments and that the lot combination will not reduce the any obligation to pay that total balance.

(3) The city assessor shall verify with the city planner that the resulting parcels will have the required street frontage and will comply with the zoning ordinance or that an appropriate variance has been granted. The city assessor shall also verify with the city engineer that (i) the resulting lot can be served by city water and city sanitary sewer services and the city will continue to have adequate access to valves and cleanouts and other service needs, or (ii) the Kent County Health Department has issued appropriate approvals. If the combination of lots will increase the length of the service leads or result in other conditions that alter responsibilities for the service leads, the city shall advise the applicant.

(4) If the proposed lot combination meets the requirements of this article, the city assessor shall approve the division and appropriately document that approval on the application and in city records. Any needed or desired plat amendment will be the responsibility of the property owner.

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. 16-21

June 2, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Revisions to Chapter 74 – Subdivisions, of the Code of Ordinances

Recommendation: To approve the subject request

Dear Ms. VandenBerg,

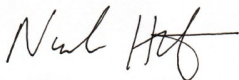
Proposed revisions to Chapter 74- Subdivisions, of the Code of Ordinances were reviewed by the Wyoming Planning Commission at its regular meeting on May 18, 2021. The current chapter is out of date and not in compliance with state law. Specifically, it refers to the Subdivision Control Act and its procedures and not the current Land Division Act. Planning staff worked with the City Attorney to perform a review of the current Chapter 74 and revise the chapter to bring it into compliance. Notable changes include revisions to the plat approval process procedure which now align with the requirements of the Land Division Act.

The Planning Commission was asked to share with Council any feedback on the proposed changes. There was general discussion about the platting process and recent changes to state law.

No concerns were raised.

Attached please find a detailed review of the Planning Commission discussion as well as the revised Chapter 74.

Respectfully submitted,



Nicole Hofert, Acting Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager  
Scott Smith, City Attorney

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

Metro Health Village District A and recommend the same to the City Council.

DeLange asked commissioners for discussion and questions.

There was general discussion regarding Metro Health undergoing a Master Plan.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 6

Request to review Division 4 – Planning Commission, of the Code of Ordinances (Wyoming Planning).

Hofert introduced the item and explained the current division is out of date and not in compliance with the MPEA or reflective of current city practices. Planning staff worked with the City Attorney to perform a review of the current Division 4 and revise the division to bring it into compliance.

The Development Review Team recommends that Planning Commission review the Division 4-Planning Commission, Code of Ordinance revisions.

Arnoys asked that Hofert clarify the quorum. Hofert explained that the number of individuals needed to obtain quorum has not changed, however what did change is that now vote totals are based only on those present and not inclusive of those absent.

There was discussion regarding the change in the Code of Ordinances that allows a Commissioner who lives outside the City of Wyoming to be on the Planning Commission.

By a unanimous unofficial vote Planning Commissioners are in agreement that Planning Commissioners should be required to be residents of the City of Wyoming to serve on the board. They were not in favor of allowing a non-resident to be appointed.

There was conversation between Planning Commission members and Attorney Smith regarding reasons why Commissioners may be removed from the board.

#### AGENDA ITEM NO. 7

Request to review Chapter 74 – Subdivisions, of the Code of Ordinances (Wyoming Planning).

Hofert explained that similar to the previous item, this current chapter is out of date and not in compliance with state law. Specifically, it refers to the Subdivision Control Act and its procedures and not the current Land Division Act.

Planning staff worked with the City Attorney to perform a review of the current Chapter 74 and revise the chapter to bring it into compliance. Notable changes include revisions to the plat approval process procedure which now align with the requirements of the Land Division Act.

The Development Review Team recommends that Planning Commission review the Chapter 74 Subdivision, Code of Ordinance revisions.

Goodheart asked general questions and provided general information regarding plats and site condominiums.

#### AGENDA ITEM NO. 8

Request to approve Subdivision Design Standards (Wyoming Planning).

Hofert explained that the subdivision design standards are referred to in the City Code, particularly in Chapter 74- Subdivisions. At times, they refer to other standards such as city construction specifications that are also available on the city's website or by contacting the city engineer. These standards were last reviewed and approved by the Planning Commission in August 2019.

This document has been revised to refer to only the city code chapter, e.g. Chapter 74, as opposed to each individual section. This will avoid the need to amend these standards in the future if there are changes to the subdivision ordinance.

The Development Review Team recommends that Planning Commission approve the Subdivision Design Standards revised April 2021.

A motion was entered by Arnoys, supported by Heygi, to approve the Subdivision Design Standards revised April 2021.

There was conversation regarding the updating process of Code of Ordinances.

A vote on the motion passed unanimously.

There was conversation between Smith and the Planning Commission members regarding mask usage at public meetings.

**Chapter 74 - SUBDIVISIONS**  
**ARTICLE I. - IN GENERAL**

**Sec. 74-101. – Purpose and applicability.**

(1) This chapter is a city ordinance to carry out the provisions of the Land Division Act. It is intended to ensure plats and other divisions of land comply with the Land Division Act, the city's ordinances, policies and standards, and other applicable requirements. It is further intended to ensure plats and structures within them (i) are developed and constructed and will function as planned and approved, (ii) provide needed and appropriate services and amenities, (iii) can be reasonably served with public utilities, rights-of-way and services, (iv) appropriately protect and enhance the environment, (v) are compatible with other uses, (vi) meet appropriate design and construction standards, and (vii) do not create or exacerbate conditions unduly detrimental to other property, land uses, or property occupants.

(2) This chapter does not apply to platted lots recorded before June 20, 1978, except if they were further divided after that date.

(3) This chapter applies to existing outlots.

**Sec. 74-102. - Definitions.**

(1) The following definitions apply to terms used in this chapter except where the context clearly indicates a different meaning:

(a) AASHTO means the American Association of State Highway and Transportation Officials.

(b) *As-built plans* means the construction plans for the plat revised to reflect all field changes and actual constructed measurements and locations.

(c) *Block* means an area of land within a subdivision that is entirely bounded by streets, highways, or other ways intended for vehicular traffic, except alleys, or by the exterior boundary or boundaries of the subdivision.

(d) *Clear vision zone* means that term as determined by the city engineer in accordance with the subdivision design standards, AASHTO standards and guidelines, and general civil engineering standards.

(e) *Commercial development* means a planned commercial center providing building areas, parking areas, service areas, and areas for turning movement.

(f) *Developers' requirements checklist* means the list approved by the planning commission of items and information required to be submitted by a person pursuing a development or land use to the city planning department for review and approval of plats, plans, applications, and other requests.

(g) *Essential services* means a public or municipal utility or any part or equipment thereof and any public building. A public utility building is included if it shelters any utility part or equipment.

(h) *Greenbelts or open space* means a strip or parcel of land, privately restricted or publicly dedicated as open space.

(i) *Improvements* means any (i) street improvements or grading for street improvements, (ii) utility pipes, wires, cable, valves, switches, antennae, pumps, transformers, conduit, basins, poles, lighting, or other equipment or facilities put in, on or under the land, and (iii) buildings or other structures constructed on or attached to the land.

(j) *Land Division Act* means 1967 PA 288, MCL 560.101 *et seq.* and any statute replacing it.

(k) *Master plan* means the city's master plan, including all studies, maps, charts text, descriptions, and policy statements adopted by the city planning commission (and, perhaps approved by the City Council) in accordance with the MPEA.

(l) *Motor vehicle* means that term as defined in the Michigan Vehicle Code, 1957 PA 330, MCL 257.1 *et seq.*

(m) *MPEA* means the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 *et seq.* and any statute replacing it.

(n) *MZEA* means the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 *et seq.* and any statute replacing it.

(o) *Plat* means a map, drawing or chart which depicts the plan of the proposed subdivision of land.

(p) *Proprietor* means that term as defined in the Land Division Act.

- (q) *Public open space* means land dedicated or reserved for use by the general public.
- (r) *Public reservation* means a portion of a subdivision which is set aside for public use, made available for public use or made available for public acquisition.
- (s) *Public utility* means any person or municipality authorized to furnish under regulation transportation, water, gas, electricity, telephone, steam, telegraph, sewage disposal or other utility to the public.
- (t) *Public walkway* means a public right-of-way designed and intended for pedestrian or multi-modal (but not motor vehicle) access and use.
- (u) *Reserve strip* means a strip of land in a subdivision which extends across the end of a street proposed to be extended by future platting or a strip which extends along the length of a partial width street proposed by future platting to the minimum permissible width.
- (v) *Right-of-way* means land dedicated as a right-of-way.
- (w) *Roadway* means that portion of the road right-of-way measured between curb faces and, if there are no curbs, then the finished graded portion if graveled or hard-surfaced area, if they are paved.
- (x) *Subdivision design standards* mean the subdivision design standards approved by the planning commission in April 2021 as they may be amended or replaced.
- (y) *Subdivision improvements* means any improvements (i) required to comply with applicable law, including without limitation, this chapter, the subdivision design standards, or (ii) to be constructed or installed in accordance with a proposed plat.
- (z) *Zoning ordinance* means the chapter 90 of this Code.

- (2) For any other definitions, the definitions of the Land Division Act and the zoning ordinance will apply in that priority.
- (3) References to state or federal agencies shall include their successor agencies.
- (4) References to a city official by position includes that official's designees and superiors.
- (5) References to organizations include any successor organizations.

**Sec. 74-102. - Authorization.**

- (1) Whenever a city official is required or authorized by this chapter to take actions, that official is also authorized to seek the assistance of other city personnel, including elected and appointed officials, employees, volunteers, and members of boards and commissions. Accordingly, for example and not for limitation, when the city clerk or city planner are authorized to review preliminary plats or final plats prior to city council consideration, either of them may seek input and assistance from the planning commission, the development review team, or others if such assistance is provided within the time allowed prior to city council consideration.
- (2) For purposes of this chapter, the city planner will serve as a deputy city clerk. Therefore, whenever state law designated the city clerk as the city official with whom to file or submit documents under this chapter, the documents should, instead, be filed with the city planner and this chapter so states. When filed or submitted to the city planner, the city planner will promptly notify the city clerk of the date and approximate time they were received in the city planner's office. If filed or submitted to the city clerk, the city clerk will promptly deliver them to the city planner noting the date and approximate time they were received in the city clerk's office.

**ARTICLE II. – PLAT APPROVAL  
DIVISION 1. – BEFORE PRELIMINARY PLAT**

**Sec. 74-211. - Subdivision procedure; preliminary review.**

- (1) It is the responsibility of a proprietor to:
  - (a) Prepare preliminary and final plats complying with all applicable laws, rules and regulations including, for example and without limitation, applicable provisions of this Code such as the zoning ordinance, chapter 86 addressing utilities, chapter 38 addressing floodplain regulations, chapter 30 addressing environment, and chapter 10 addressing buildings, and the subdivision design standards.
  - (2) Understand the relationship of the proposed subdivision with respect to major thoroughfares and plans for future widening of thoroughfares.
  - (3) Comply with standards for sewage disposal, water supply, erosion control and drainage and flood control of the city and applicable county and state standards.

- (4) Comply with all requirements of the Land Division Act.
- (2) If requested by a proprietor, city staff will informally meet with the proprietor before a preliminary plat is prepared to explain the city's procedures and standards in accordance with this chapter and with the provisions of the city land use plan and zoning ordinance that affects the area in which the proposed subdivision is located.

**Sec. 74-212. - Pre-preliminary plat.**

- (1) A proprietor may submit a pre-preliminary plat to the city planner for the proprietor's information and review.
- (2) A pre-preliminary plat submitted under this section must include the following:
  - (a) Preliminary lot layout including all lot dimensions.
  - (b) Preliminary street layout including right-of-way dimensions.
  - (c) Preliminary water main and sanitary sewer layout.
  - (d) Preliminary storm sewer layout including outlet locations and detention methods.
  - (e) Preliminary wetland determination.
  - (f) Preliminary estimate of tree stands intended to be retained.
- (3) The city planner, city engineer and other city staff or consultants either the city engineer or city planner wishes to consult will informally review the pre-preliminary plat and other information provided by the proprietor and, following that review, the city planner will communicate to the proprietor city staff's informal comments on the submitted information submitted and the city standards and procedures on which those comments are based or which may be applicable to the proposed plat.

**DIVISION 2. – PRELIMINARY PLAT – TENTATIVE APPROVAL**

**Sec. 74-221. – Submitting preliminary plat for tentative approval.**

- (1) The proprietor must file with the city planner 10 printed copies and one electronic copy (in an electronic format acceptable to the city) of the proposed preliminary plat containing the following items and other information listed in the developers' requirements checklist at least 30 days prior to the planning commission meeting at which that plat may be considered.
  - (a) Proposed name of subdivision. To avoid confusion, the name must not duplicate or closely resemble the name of another subdivision or development in the county.
  - (b) Legal description of the land to be platted, its area in acres and the name of the city and county. Boundaries of the subdivision must be depicted in a heavy solid line and described by metes and bounds.
  - (c) Names, addresses, telephone (or cell) numbers, and e-mail addresses of the proprietor, the planner and designer engineer or surveyor who designed the subdivision layout.
  - (d) The names of abutting subdivisions, layout of streets, indicating street names, right-of-way widths and connections with adjoining platted streets and locations of alleys, easements and public walkways and lot layouts.
  - (e) A location map or vicinity sketch showing the relationship of the proposed plat to the surrounding area.
  - (f) Existing land use and existing zoning of the land in the proposed subdivision and the abutting tracts and the names of owners of abutting property.
  - (g) Drawing at scale of 100-feet to 1-inch or larger.
  - (h) Date, cardinal points and north arrow.
  - (i) A map of the entire area scheduled for development, including future streets if the proposed plat is a portion of a larger holding intended for subsequent development.
  - (j) 6 copies of proposed covenants and deed restrictions, or a written statement that none are proposed.
  - (k) Any provisions retaining and replacing trees in the overall plat. Any trees to be planted in rights-of-way or any other areas to be owned or controlled by the city must be approved by the city engineer prior to planting to ensure they will not interfere with safe use of the right-of-way, not damage or affect the useful life of any rights-of-way or utilities, and are otherwise of appropriate species and size and appropriately placed.
  - (l) If common areas, such as medians, landscaped areas in traffic circles, entrance ways, community or recreation buildings, recreational property, dog walk areas, or other areas to be

reserved for use of subdivision residents, copies of a plan showing how the area will be maintained must also be submitted. This will require provisions for a homeowners' association able to require and collect payments from owners of subdivision lots.

(m) Layout, number and dimension of lots, including front building setback lines.

(n) Land intended to be dedicated or set aside for public use or for the common use of property owners in the subdivision showing location, width and purpose.

(o) The exact location of all floodplain area and regulated wetlands areas.

(p) Location of any existing and proposed sanitary sewers, water mains, storm drains and other underground facilities within or adjacent to the proposed subdivision, including the location and dimensions of proposed street systems and easements therefor.

(q) Contours at two-foot intervals. Topography is to be based on USGS datum.

(r) If the proposed subdivision will not be served by public water and sanitary sewer systems sufficient information to demonstrate that the soils, groundwater quality, lots sizes, building envelopes and other aspects of the land and proposed plat will meet all requirements for and there are not impediments to obtaining any needed permits or other approvals from state and county agencies having jurisdiction over private water supply and private wastewater disposal (normally septic) systems. Three copies of soil percolation test results certified by a registered professional engineer or registered land surveyor sufficient in number to be representative of the entire area in the proposed plat, and a minimum of one test per acre. If, by the construction plans for proposed improvements or otherwise, it is indicated that the grade of a lot will be altered in any substantial degree from its grade at the time the preliminary plat is submitted, the percolation tests must be made at the grade contemplated upon completion of those improvements or filling or excavation operations. If, however, a lot is to be filled, percolation tests must be submitted for the original and final grade.

(s) A statement indicating the proposed use to which the subdivision will be put, along with a description of any type of residential buildings and number of dwelling units contemplated or the type of business or industry so as to reveal the effect of development on traffic, fire hazards, schools, public infrastructure, and population density.

(2) If the proposed preliminary plat and information submitted with it fails to comply with the requirements in subsection (1), and that failure to comply with those requirements, in the reasonable judgment of the city planner (i) impairs the ability of city staff (when viewed in the context of other items submitted for the same planning commission agenda) to properly review the proposed preliminary plat and prepare an appropriate analysis for the planning commission, (ii) given past practices of or direction from the planning commission will result in denial of tentative approval of the proposed preliminary plat or postponement of consideration until the required information is provided, or (iii) is so deficient that the planning commission should deny tentative approval until all required information is provided, the city planner may refrain from placing the proposed preliminary plat on the agenda for planning commission consideration until the required information is provided within the time required under subsection (1) for a subsequent planning commission meeting. If the city planner makes such a determination, the city planner shall notify the proprietor in writing of that determination and the reasons for it.

#### **Sec. 74-222. – Tentative preliminary plat review and approval.**

(1) If a proposed preliminary plat and supporting information are submitted as provided in section 74-221, the planning department shall place the proposed preliminary plat on the agenda of the next planning commission meeting and schedule a public hearing before the planning commission at that meeting.

(a) Notice of the date, time, and place of the public hearing shall be sent to the proprietor by regular mail or, if requested by the proprietor, by electronic mail, not less than 5 days before the hearing date.

(b) Similar notice shall also be sent by regular mail to the owners of land immediately adjoining the proposed platted land and land within 600 feet of the proposed platted land not less than 5 days before the hearing date. The names and addresses of the owners to be notified shall be those that appear on the most recent real property tax roll.

(2) The planning commission shall review the proposed preliminary plat with any comments and other information from the city planning staff and comments and other information provided during

the public hearing. If all conditions have been satisfactorily met, it shall recommend to city council tentative approval of the proposed preliminary plat or tentative approval of the proposed preliminary plat with conditions specified by the planning commission.

(3) If the preliminary plat does not meet all requirements, the planning commission shall direct the city planner notify the proprietor of this fact in writing of the planning commission's reasons for disapproval of the proposed preliminary plat and recommend to the city council disapproval of the proposed preliminary plat.

(4) The planning commission's recommendation shall be transmitted to the city council for its consideration as soon as reasonably possible after the public hearing.

(5) The city council shall review the proposed preliminary plat and shall tentatively approve, tentatively approve with conditions, or disapprove the proposed preliminary plat. The city council shall note its tentative approval, its tentative approval with conditions, or its disapproval and reasons for disapproval on the proposed preliminary plat and return one copy to the proprietor. If the requirements and conditions of this code have been met, the city council shall grant tentative approval to the preliminary plat. Approval must be conditioned on the following, among any other conditions needed to ensure compliance with this chapter and the Land Division Act.

(a) Prior to final plat approval and before occupancy of any part of the plat, the proprietor must enter a contract with the city for construction of all uncompleted required improvements and submit a performance bond to ensure the specified improvements are completed in accordance with the approved preliminary plat.

(b) The proprietor must submit a grading plan before final approval of the proposed preliminary plat.

(6) The city council shall take the action described in subsection (5)

(a) Within 60 days after submission the proposed preliminary plat to the city planner as provided in section 74-221 if a pre-preliminary plat was submitted to and reviewed by city planner as provided in section 74-212.

(b) Within 90 days after submission after submission the proposed preliminary plat to the clerk as provided in section 74-221 if no pre-preliminary plat was submitted to and reviewed by the city planner as provided in section 74-212.

**Sec. 74-223. - Tentative approval of preliminary plat – rights conferred.**

(1) Tentative approval of a proposed preliminary plat under this division shall confer upon the proprietor, for a period of 1-year, approval of lot sizes, lot orientation and street layout and application of the then-current requirements of this chapter and the subdivision design standards.

(2) The tentative approval may be extended if the city council grants an extension after the proprietor's written request for extension filed with the city planner that explains the reasons why it should be granted.

**DIVISION 3. - PRELIMINARY PLAT—FINAL APPROVAL**

**Sec. 74-231. – Submitting preliminary plat for final approval.**

(1) After the city council tentatively approves the preliminary plat, the proprietor must submit the proposed preliminary plat to the following for their information, review, comment, and, if required by the Land Division Act, approval:

(a) Kent County Drain Commissioner;

(b) Michigan Department of Transportation;

(c) Kent County Plat Board;

(d) Michigan Department of the Environment, Great Lakes and Energy;

(e) If the proposed subdivision will not be served by city water and sanitary sewer services, the Kent County Health Department;

(f) All public utilities serving the area in the proposed plat; and

(g) The superintendent of any K-12 public school district serving the area in the proposed plat.

(2) After the proposed preliminary plat is approved or is approved with conditions by any of the officials or agencies whose approval is required under subsection (1) and the Land Division Act, the proprietor must:

(a) File with the city planner a list of all officials and agencies listed in subsection (1) to which the proposed preliminary plat was submitted as required in sections 113 – 119 of the Land Division Act.

(b) File with the city planner copies of the written approvals of each of the officials or agencies whose approval is required under subsection (1) and the Land Division Act.

**Sec. 74-232. – Procedure for final approval of preliminary plat.**

(1) After the proprietor files the information required under subsection 74-231(2), at its next meeting or within 20 days, the city council will consider final approval of the proposed preliminary plat.

(2) The city council shall finally approve the proposed preliminary plat if the proprietor met all conditions for approval that were stated in the tentative approval of the proposed preliminary plat.

(3) If the proposed preliminary plat failed to meet any of the requirements or conditions for approval, the city council may reject the proposed preliminary plat and state the reasons for its rejection.

(4) The city council shall instruct the city clerk to notify in writing the proprietor of the final approval or rejection of the proposed preliminary plat together with the reasons for any rejection and instruct the clerk to note all proceedings in the minutes of the city council meeting which shall be open for inspection.

**Sec. 74-233. – Final approval of preliminary plat – rights conferred.**

(1) Final approval of the preliminary plat under this article shall confer upon the proprietor for a period of 2 years from date of approval, the conditional right that the general terms and conditions under which preliminary plat approval was granted will not be changed.

(2) The 2-year period may be extended if applied for by the proprietor and granted by the city council in writing. Written notice of the extension shall be sent by the city council to the other approving authorities.

(3) All approvals of a preliminary plat will expire upon the expiration of the 2-year period and any granted extension.

(4) A proposed final plat will not be accepted after the expiration date of the approved preliminary plat.

**DIVISION 4. - FINAL PLAT**

**Sec. 74-241. - Survey and true plat submission.**

(1) After final approval of the preliminary plat and before the expiration of that approval, the proprietor shall obtain a survey and true plat meeting all requirements of the Land Division Act, this chapter, the zoning ordinance, chapter 86 of this Code addressing utilities, chapter 38 of this Code addressing floodplain regulations, chapter 30 of this Code addressing environment, chapter 10 of this Code addressing buildings, the subdivision design standards, and rules promulgated by the Michigan Office of Land Survey and Remonumentation.

(2) After final approval of the preliminary plat and before the expiration of that approval, the proprietor must submit to the city planner:

(a) A copy of the survey;

(b) A copy of the true plat;

(c) Written proof of payment of fees required by sections 241 and 246 of the Land Division Act;

(d) The proprietor's certificate as required by the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation;

(e) A copy of all other certificates required by the Land Division Act to be obtained or submitted before city council consideration;

(f) If city water and/or city sanitary sewer service is not being provided, copies of the preliminary plat approved by the Kent County Health Department and associated approval letter(s);

(g) Copies of receipts showing payment of all fees, charges and other amounts to be paid for any utility services or lines to be installed within the subdivision;

(h) Binding contracts, any required state or locally issued construction permits or other approvals, and performance bonds, letters of credit or other assurance in a form and

substance acceptable to the city attorney, for all public improvements within the subdivision that are not fully completed at the time of submission of the final true plat and survey (for example, water system improvements that are ready for connection, sanitary sewer system improvements that are ready for connection, street lights that are functioning, streets and sidewalks, curbs and gutters, pathways, common amenities, signage, natural gas and electric utilities, telecommunications lines and conduit);

(i) Copies of any contract(s) required to address storm water drainage in the subdivision together with performance bonds, letters of credit or other assurance in a form and substance acceptable to the city attorney if the needed storm water drainage improvements have not yet been constructed;

(j) Copies of any covenants and deed restrictions;

(k) Written arrangements in a form and substance acceptable to the city attorney for the maintenance of any retention basins, including, if needed, provisions for special assessments, as provided in the Land Division Act;

(l) Written documents for the establishment of a homeowners' association or other means of collecting needed funding for and governance of any activities needed to maintain any common areas, amenities or other items;

(m) A copy of any recorded easements and releases of easements to the extent they are needed,

(n) A copy of any floodplain restrictions; and

(o) An abstract of title certified to the date of the proprietor's certificate or a policy of title insurance currently in force covering all the land in the proposed subdivision to demonstrate that the proper persons have signed the proposed final plat.

**Sec. 74-242. – City council consideration of proposed final plat.**

(1) At the next city council meeting following the submission of the materials required in subsection 74-241(2) or at another regular or special city council meeting called within 20 days following the submission of the materials required in subsection 74-241(2), the city council must do one of the following:

(a) If it conforms to the requirements of this chapter, approve the proposed final plat and instruct the city clerk to (i) inform the proprietor of the city council approval, and (ii) certify the city council's approval in accordance with this chapter and with the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation; or

(b) If it does not conform to the requirements of this chapter, reject the proposed final plat and instruct the city clerk or city planner to notify the proprietor in writing stating the reasons for the rejection and instruct the city planner to return the proposed final plat to the proprietor.

(2) All proceedings regarding city council consideration of the proposed final plat must be recorded in the minutes of the city council meeting and the city planner or city clerk must send a copy of the minutes to the Kent County plat board.

**Sec. 74-243. – City clerk certification of final plat.**

(1) The certificate issued by the city clerk for a final plat approved by the city council pursuant to section 74-242 must comply with the Land Division Act and rules promulgated by the Michigan Office of Land Survey and Remonumentation and must, at a minimum:

(a) State the date of the meeting at which the city council approved the final plat;

(b) State the date the certificate was signed by the city clerk;

(c) Include a statement that the final plat was reviewed by the city council and by the city planner, who the city council authorized to review the final plat, and that the final plat complies with all applicable provisions of the Land Division Act and city requirements;

(d) If Kent County Health Department review and approval of the preliminary plat was required (because city water and/or city sanitary sewer service will not be provided to all lots in the subdivision), a statement that the Kent County Health Department approved and the date of its approval.

(e) If city water and city sanitary sewer service will be provided for all lots in the subdivision and if, therefore, the minimum lot widths and areas provided in the Land Division Act are not applicable due to applicable city lot width and area requirements in this chapter, the

subdivision design standards, and the zoning ordinance, the certificate shall so state and also attest that the city has legally adopted those city lot width and area requirements; and

(f) State that the final plat complies with the requirements of section 192 of the Land Division Act by providing adequate storm water facilities within the lands in the subdivision or by other means acceptable to the city and that if such facilities were not completed at the time the city council approved the final plat, contracts and financial assurance mechanisms are in place to ensure their completion prior to occupancy of the subdivision.

(2) The city planner, city engineer, and city attorney must review and approve the certificate before the city clerk signs.

## **DIVISION 5. – BUILDING AND FINANCIAL ASSURANCE**

### **Sec. 74-251. – Building and occupancy prior to completion of all improvements.**

(1) Except as provided in subsections (2), (3) or (4), no houses, other buildings, other structures, or other private improvements will be built on any subdivision lot until final plat approval is obtained and until all streets, curbs, gutters, storm water facilities, city water, city sanitary sewer, electric power, natural gas, telecommunications, street lighting, street signage and other required utilities and improvements (i) have been constructed and installed, (ii) passed any required testing, (iii) accepted by city officials and/or appropriate utility representatives as complying with the approved final plat and all other applicable requirements, (iv) with required “as-built” drawings filed as required, and (v) with all required fees, charges and other amounts fully paid to the city and any other utilities and approving authorities. Building permits and occupancy permits must not be issued until the conditions of this section are met, the lots are not buildable lots.

(2) As an exception to the requirements of subsection (1), after final approval of the preliminary plat, the proprietor may obtain building permits for up to 3 model homes if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the lots on which the model homes are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points on lots on which the model homes are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the model home lots.

(c) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the model homes until final plat approval is obtained and all conditions in subsection (1) are met.

(3) As an exception to the requirements of subsection (1), after final plat approval but before all other requirements of subsection (1) are met, the proprietor may obtain building permits for homes if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the lots on which the homes are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points on lots on which the homes are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the model home lots.

(c) The city planner, city fire marshal, city engineer and city attorney agree that binding contracts, approved plans, issued permits, and financial assurance will ensure completion of the other requirements in subsection (1) within the earlier of 120 days or November 1 of the year in which building permits are issued.

(d) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the homes until all conditions in subsection (1) are met.

(e) The city's registered building official approves the building plans.

(4) As an exception to the requirements of subsection (1), after final plat approval but before all other requirements of subsection (1) are met, the proprietor may obtain building permits for construction and installation of common amenities such as clubhouses, community centers,

recreational facilities, swimming pools, playgrounds, dog parks and similar facilities, but not offices, sales facilities, storage areas, equipment or tool areas, sleeping or break facilities, if the following requirements are met.

(a) The city planner, city fire marshal, city engineer and city attorney agree that streets, utilities and other infrastructure construction has progressed to a point that the areas on which the common amenities are to be built are reasonably accessible to emergency vehicles and emergency personnel and water is sufficiently accessible for firefighting on those lots.

(b) The nearest points of the areas on which the pools or building amenities are to be built are located within 300 feet of an existing improved street as measured along proposed subdivision streets to the areas on which the common amenities are to be built.

(c) The city planner, city fire marshal, city engineer and city attorney agree that binding contracts, approved plans, issued permits, and financial assurance will ensure completion of the other requirements in subsection (1) within the earlier of 120 days or November 1 of the year in which building permits are issued.

(d) The proprietor enters into a contract with the city in a form and substance acceptable to the city attorney stating what is to be built, the dates on which construction will be begin and be completed, and any other terms and conditions to reasonably ensure compliance with this section and the remainder of this chapter.

(e) The proprietor acknowledges and consents in writing in a form and substance acceptable to the city attorney that no occupancy permit will be issued for the common amenities until all conditions in subsection (1) are met.

(f) The city's registered building official approves the building plans.

(5) The exceptions provided in subsections (2), (3) and (4) will not apply to and may not be used (i) by a proprietor who is in default to the city, (ii) by a proprietor who has previously failed to comply with requirements of this chapter, (iii) for any plat for which previous violations of this chapter have occurred, (iv) by a proprietor who has previously not timely paid (that is, before the date on which they can no longer be paid without interest, penalties, late payment fees, risks of shutoff or discontinuance of service, or overdue notices) amounts due and owing the city, (v) by any nuisance business as defined in chapter 14 of this code, or (vi) in relation to any other plat if, in the judgment of the the city manager and city attorney based on experience with the proprietor or the plat that the risk of incompletion cannot be reasonably addressed. For purposes of this subsection, if it is an entity, "proprietor" includes the directors, officers, managers, owners, partners, key employees, members, and other individuals or entities affiliated with that entity.

#### **Sec. 74-252. – Financial assurance requirements.**

Whenever this chapter requires or allows a performance guarantee or other financial assurance the following shall apply:

(a) It may be in a form of a cash deposit, irrevocable letter of credit, performance bond or other form provided the form and substance of that assurance and any accompanying contracts, terms or conditions are acceptable to the city attorney.

(b) It will provide that the amounts held (if a cash deposit) or the amounts obligated will be rebated or decline equal in ratio to the completion of the work it is assuring.

(c) It must be accompanied by (i) final approved plans and specifications, (ii) issued permits and other required approvals, (iii) proofs of payments of any needed fees, charges, or other amounts, and (iv) binding construction or installation contracts that state the starting and completion dates as needed to ensure to the reasonable satisfaction of the city planner, city engineer and city attorney that the work will be completed by a date certain. With the consent of the city manager, city planner, city engineer, and city attorney the city may enter into a contract with the proprietor that provides a timetable for final approval of plans and specifications, issuance of permits and other approvals, and entering into construction permits that results in payment of liquidated damages

(d) The proprietor must acknowledge and consent in writing that no certificate of occupancy will be granted for any building or other improvement until all requirements of this chapter are met, including, without limitation, until all improvements for which financial assurance has been provided are completed, all accompanying fees and other charges and costs paid, the

improvements are accepted by the city or other accepting persons, and as-built drawings are filed as required.

### ARTICLE III. – SUBDIVISION DESIGN STANDARDS

#### **Sec. 74-301. – Infrastructure design standards.**

All (i) streets, alleys and roadways, (ii) pedestrian or nonmotorized ways, (iii) sidewalks, (iv) city water and sanitary sewer lines and facilities, including without limitation, fire hydrants, (v) curbs and gutters, (vi) storm sewers and other storm water facilities, (vii) street lights, (viii) private utilities, including without limitation, any piping and conduit, and (ix) other required improvements in any subdivision shall be designed and constructed in accordance with the city's current subdivision design standards of the city approved by the planning commission and with any engineering standards established by the city engineer.

#### **Sec. 74-302. - Lot requirements.**

(1) *General requirement.* The size, shape, and orientation of lots must be appropriate for the location of the subdivision as well as for the type of development and use. Residential lots must be of a size to (i) enable construction of housing types generally conforming to and compatible with contiguous development, (ii) provide side yards for desirable access, light, air, privacy and safety (safety includes, without limitation, accessibility for emergency personnel and distancing to comply with applicable codes), (iii) provide for setbacks from the street line, and (iv) allow sufficient space for household purposes.

(a) *Access.* All lots must abut by their full frontage on a properly dedicated street. Lots, other than corner lots, must not front on two streets, except when the planning commission determines that lots backing up to a major thoroughfare without curb-cuts on that major thoroughfare are appropriate to address public safety concerns, minimize noise for residents, serve as a visual buffer, enhance privacy for residents, or other reason that enhances the public health, safety or general welfare.

(b) *Width.* The minimum width of any residential lot must comply with existing zoning requirements for the zoning district in which the lot is located.

(c) *Depth.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(d) *Area.* The lot area must comply with the zoning ordinance requirements for the zoning district in which the lot is located.

(e) *Corner lots.* Corner lots must be 20 feet greater in width to allow building setback compliance for both the front and side street lines.

(f) *Backup lots.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(g) *Industrial or commercial lots.* Lots must be comply with applicable (i) state laws, rules and regulations, (ii) zoning ordinance requirements, and (iii) subdivision standards.

(h) *Lot division or split.* Once the city has tentatively approved a preliminary plat, no lot splits will be allowed within that plat until after final plat approval and recording.

(i) *Building and setback lines.* Building and setback lines for a lot must conform to the zoning ordinance requirements for lots within its zoning district.

(j) *Side lot lines.* Side lot lines must be arranged in relation to one another so building width of the lot will not be reduced to unusable proportions at either the front or rear setback lines. Lot boundaries along its sides and rear must be straight lines.

(b) *Uninhabitable areas.* Lands that due to topography, flood conditions, wetlands, soil conditions, inaccessibility, lack of infrastructure or services, proximity to utility lines or other hazards, or another reason, either (i) the planning commission determines are uninhabitable, or (ii) that are uninhabitable under applicable laws, rules, or regulations, must not be platted for residential purposes, or for other uses that could, in the judgment of the planning commission, increase risks to public health, safety or welfare; adjacent property; the environment; or flooding. Such lands within a proposed subdivision must be set aside for other uses, such as recreational use or open space.

(c) *Future arrangements.* If parcels of land are subdivided into unusually large lots (such as when large lots are required for septic tanks), if feasible, the parcels must be arranged to allow for re-subdividing into smaller parcels in a logical fashion.

**Sec. 74-303. - Block requirements.**

The size and shape of blocks must be appropriate for the types of lots and land uses. Blocks must be designed to provide good lot orientation, topography, safe street design, and economical use of the land, and may be bounded by streets, railroad right-of-way, waterway or other definite barrier.

(a) *Length.* The length of blocks between intersecting streets must be not less than 500 feet nor more than 1,250 feet unless greater or smaller dimensions are required or accepted by the planning commission during preliminary plat review to address safety, environmental, access, infrastructure, topographical, or other concerns.

(b) *Width.* A block must provide two tiers of lots and must be at least 240 feet wide, except where lots in the block back up to a major thoroughfare, natural feature or subdivision boundary.

(c) *Nonresidential blocks.* Blocks with lots intended for nonresidential uses must be designed for those nonresidential uses and must provide for off-street parking and loading to comply with zoning ordinance requirements.

(d) *Block frontage.* Block frontage means the portion of the block abutting one side of a street between the two nearest intersecting or intercepting streets, or between the nearest intersecting or intercepting street and railroad right-of-way, waterway, or other, natural topographic boundary.

**Sec. 74-304. - Other planning requirements.**

(1) *Modification of intended use.* If property proposed for subdividing is intended for land use different than allowed in its current zoning district, that intended use must be identified in an application for rezoning or in a separate statement filed with the city planner. The proposed use and other aspects of the proposed subdivision must conform with objectives of the master plan to ensure general uniformity of land uses within blocks and neighborhoods.

(2) *Use conformance.* Land use and area restrictions must comply with this chapter, the zoning ordinance chapter 86 of this Code addressing utilities, chapter 38 of this Code addressing floodplain regulations, chapter 30 of this Code addressing environment, chapter 10 of this Code addressing buildings, the subdivision design standards, and rules promulgated by the Michigan Office of Land Survey and Remonumentation.

(3) *Commercial or industrial modification.* If a variance from the requirements of this article or the subdivision design standards is needed for commercial or industrial development in a proposed subdivision it must be sought before initiating the platting process in accordance with article IV. Any variance request must be specifically written for particular commercial or industrial developments, including shopping districts, wholesaling areas and planned industrial districts and must provide for reasonably needed off-street parking, buffering, loading areas and traffic circulation.

(4) *Areas subject to flooding.* Areas subject to flooding, subject to inundation by stormwater, within the floodplain of a river, stream, creek, or lake, or with inadequate drainage, shall not be platted for any use that would increase risks to persons or property or adversely affect the environment or might otherwise adversely affect the public health, safety or general welfare. If the planning commission determines a flooding problem exists, it must reject all or part of the proposed plat lying within the floodplain or area subject to flooding except to the extent it remains as open space not included in any lot on which any structures will be built. Areas of land lying within a floodplain will require compliance with the Land Division Act and review by state agencies. The proprietor must provide a site plan prepared by professional engineer demonstrating that a change in the topography will eliminate flooding, will not aggravate the flood hazard beyond the limits of the plat, and will comply with all applicable legal requirements for flood plains, flood zones, wetlands, and any related requirements.

(6) *Open spaces.* Dedication of planting strips or open spaces may be required by the planning commission in areas where desirable to separate and buffer residences from adjacent commercial developments, highways, streets, railroads, or an obnoxious use. Such strips shall be

a minimum of 20 feet wide and shall not be a part of the normal roadway right-of-way or utility easement.

(7) *Public reserve strips.* A one-foot reserve may be required to be placed at the end of dead-end streets which terminate at subdivision boundaries and between half-streets. These reserves must be separately deeded in fee simple to the city for future street purposes.

(8) *Protection of trees and other natural features.* Due regard must be shown for natural features, such as large trees, exceptionally fine groves of trees, watercourses, scenic points, historic spots and similar community assets which, if preserved, will add attractiveness and value to the subdivision. Earth moving and removal of trees prior to plat review by the city is strongly discouraged. Trees should be retained within the plat wherever practical.

#### **ARTICLE IV. – DIVISION AND COMBINATION OF PLATTED LOTS**

##### **Sec. 74-501. – Prohibition during platting.**

A platted lot may not be divided until final plat approval is granted and the plat has been recorded.

##### **Sec. 74-502. – When division is allowed.**

(1) Splitting of platted lots must comply with the following:

(a) Division of a platted lot must comply with the Land Division Act. If the numbers of lot divisions exceed those permitted by the Land Division Act, not more divisions will be allowed without additional platting. If, under the Land Division Act, the manner of the proposed lot division or of the proposed lot division in connection with other actions requires a plat amendment, replat or other procedure, the division will be allowed only in accordance with that procedure.

(b) No division of a platted lot or parcel will be made which creates a parcel of land without reasonable access to a public street or dedicated right-of-way.

(c) No division of a platted lot or parcel will be made which creates a lot that is unbuildable or nonconforming under the zoning ordinance unless the zoning board of appeals has first granted a nonuse variance making it buildable and allowing the nonconformity.

(d) No division of a platted lot or parcel will be made if the resulting parcels cannot be served by city water and sewer service unless the Kent County Health Department has approved the lots for the use of wells for potable water supply and for a septic system for wastewater disposal.

(2) No division of a platted lot or parcel will be permitted while there remain unpaid real estate taxes on the lot or parcel or unpaid bills for city water or city sanitary sewer service to that parcel.

##### **Sec. 74-503. – Lot split procedure.**

(1) A person wishing to divide a platted lot, outlot or other parcel of land in a recorded plat within the city must file a written application with the city assessor that:

(a) Is signed by all parties in interest and includes the legal description of the current parcel and of the parcels resulting from the division.

(b) Is accompanied by two plans showing dimensions of the parcels resulting from the proposed division. The city assessor may require the plan to be prepared by a registered land surveyor when, in the city assessor's judgment, the proposed courses and measurements may be difficult to verify and ascertain.

(c) Is accompanied by (i) the appropriate fee(s) for all parcels resulting from the division, (ii) a written statement from the city treasurer showing there are no payments due to the city for due and payable property taxes, special assessments, water bills, or sanitary sewer bills, and (iii) certification from the county treasurer that all due and payable property taxes against the property have been paid. If there are outstanding special assessments against a parcel proposed for splitting the allocation of that special assessment balance against the resulting parcels must be approved in a written agreement with the city treasurer.

(2) The city assessor shall verify with the city planner that the resulting parcels will have the required street frontage and will comply with the zoning ordinance or that an appropriate variance has been granted. The city assessor shall also verify with the city engineer that the resulting lots can be served by city water and city sanitary sewer services or that the Kent County Health Department has issued appropriate approvals.

(3) If the proposed lot division meets the requirements of this article, the city assessor shall approve the division and appropriately document that approval on the application and in city records.

**Sec. 74-503. – Lot combination procedure.**

(1) A platted lot can be combined with one or more other platted lots, outlots, or other parcels of land only if (i) all of the property to be included in the combined parcel is owned by the same person(s), (ii) all of the property is contiguous, (iii) all the property is in the same school district, and (iv) it will not result in a situation in which only a part of the resulting parcel is subject to the capture of tax increment revenues or only part of the resulting parcel is subject to a tax abatement or tax exemption. Parcels separated by a public or private road or other right-of-way are not contiguous for purposes of this section. If a street vacation or elimination of a private road or right-of-way are needed to provide contiguity, those steps must be taken before application is made. If a plat amendment is needed, that must also occur before application is made.

(2) A person wishing to combine one or more other platted lots, outlots, or other parcels of land must file a written application with the city assessor that:

(a) Is signed by all parties in interest and includes the legal description of the current parcel and of the parcels resulting from the division.

(b) Is accompanied by two plans showing dimensions of the parcel resulting from the proposed combination. The city assessor may require the plan to be prepared by a registered land surveyor when, in the city assessor's judgment, the proposed courses and measurements may be difficult to verify and ascertain.

(c) Is accompanied by a certificate from the city treasurer showing that the appropriate fee has been paid for all of the parcels proposed for combination and certifying that real property taxes, and city water and sanitary sewer bills have been paid for the lot(s). If there are outstanding special assessments against any of the parcels to be combined, the property owner must acknowledge in writing with the city treasurer the total outstanding balance of the special assessments and that the lot combination will not reduce the any obligation to pay that total balance.

(3) The city assessor shall verify with the city planner that the resulting parcels will have the required street frontage and will comply with the zoning ordinance or that an appropriate variance has been granted. The city assessor shall also verify with the city engineer that (i) the resulting lot can be served by city water and city sanitary sewer services and the city will continue to have adequate access to valves and cleanouts and other service needs, or (ii) the Kent County Health Department has issued appropriate approvals. If the combination of lots will increase the length of the service leads or result in other conditions that alter responsibilities for the service leads, the city shall advise the applicant.

(4) If the proposed lot combination meets the requirements of this article, the city assessor shall approve the division and appropriately document that approval on the application and in city records. Any needed or desired plat amendment will be the responsibility of the property owner.