

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY HALL PARKING LOT**  
**TUESDAY, JULY 6, 2021, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the June 21, 2021 Regular Meeting and Closed Session
- 7) Approval of Agenda**
- 8) Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
    1. Recognition of Brann’s 50<sup>th</sup> Anniversary
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 1 – To Appropriate an Additional \$428,398 of Budgetary Authority and Recognize Related Grant Revenue of \$428,904 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort K) with Wyoming Public Schools
  - b) Budget Amendment No. 2 – To Appropriate an Additional \$446,790 of Budgetary Authority and Recognize Related Grant Revenue of \$447,296 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools

- c) Budget Amendment No. 3 – To Appropriate an Additional \$184,219 of Budgetary Authority and Recognize Related Grant Revenue of \$184,407 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools
- d) Budget Amendment No. 4 – To appropriate an additional \$21,614 of budgetary authority and recognize related grant revenue for the Agreement with Godwin Heights Public Schools for the Enhanced Summer School Programming as per Resolution 27024 approved on June 7, 2021.
- e) Budget Amendment No. 5 – To appropriate an additional \$8,550 of budgetary authority and recognize related grant revenue for the Community Development Block Grant due to a change in HUD’s allocations for the 2021 grant year, which is the City’s 2022 fiscal year.

**14) Consent Agenda**

**15) Resolutions**

- a) To Authorize the Mayor and City Clerk to Execute an Easement for Electric Facilities with Consumers Energy for the Benefit of the Development of Gezon Park
- b) To Grant a 120-Day Extension for Preliminary Plat Final Approval to the Proposed Greens of Wyoming Subdivision Phase 2
- c) To Grant Final Plat Approval for Rivertown Valley Plat V (aka “The Reserve at Rivertown”)
- d) To Grant Preliminary Plat Final Approval for Rivertown Valley Plat VI
- e) To Approve a Settlement for a Superfund Site Claim by Chemetco, Inc.

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

- f) To Accept a Proposal from Dr. Rik Stevenson to Facilitate Cultural Competency Sessions and to Authorize the City Manager to Execute the Contract
- g) To Authorize the Purchase of Equipment for the Fire Department to Transition to a New Dispatch System (Budget Amendment No. 6)
- h) To Authorize the Purchase of Fleet Replacement Vehicles and Equipment
- i) To Approve a Change Order for the Purchase of Liquid Sodium Hypochlorite (Bleach)
- j) To Accept a Proposal from CentralSquare Technologies, LLC, for Consulting and Technical Services to Migrate the Water Treatment Plant Asset Management Program and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Proposal from Webster Environmental Associates, Inc. (WEA) for an Odor Control Study and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Award a Proposal from Donohue & Associates for the Headworks Improvement Project at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Award a Bid for the Clean Water Plant Main Building Roof Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Award a Bid for the Clean Water Plant Pump and Piping Demo Project and to Authorize the Mayor and City Clerk to Execute the Contract
- o) To Award a Bid for the Water Treatment Plant Dehumidification and Coatings Project and to Authorize the Mayor and City Clerk to Execute the Contract

**17) Ordinances**

- 14-21 To Amend Chapter 90 of the Code of Ordinances by Amending Article 4C, PUD-4 Districts (Final 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 (Final Reading)

16-21 To Amend Chapter 74 of the Code of Ordinances Entitled "Subdivisions" (Final Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

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

**21) Adjournment**

**PROCLAMATION**

**RECOGNITION OF THE 50<sup>TH</sup> ANNIVERSARY OF  
BRANN'S STEAKHOUSE & GRILLE  
July 5, 2021**

*WHEREAS, Tommy Brann, restauranter and owner of Brann's Steakhouse and Grille, has been operating his business in the City of Wyoming for 50 years; and*

*WHEREAS, Brann's Steakhouse and Grille is not only a community icon and gathering place, it is a reflection of Tommy's values of service, equity and community; and*

*WHEREAS, Tommy has used his business to develop partnerships with community members, fellow business owners and Wyoming city officials; and*

*WHEREAS, through those partnerships Tommy has helped address and resolve issues that affect the quality of life, contributed to the safety of the community and been a voice for residents and businesses alike; and*

*NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby recognize and celebrate*

**THE 50<sup>TH</sup> ANNIVERSARY OF BRANN'S STEAKHOUSE & GRILLE**

*in the City of Wyoming, and offer sincere appreciation for Tommy Brann's service and commitment and opportunities it provides to our citizens and the community.*

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 6, 2021**

**Budget Amendment No. 001**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$428,398 of budgetary authority and recognize related grant revenue of \$428,904 for the Cooperative 21st Century Learning Center Agreement (Cohort K) with Wyoming Public Schools as per resolution 27023 approved June 7, 2021.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort K				
208-526.006	92,233.00	428,904.00		521,137.00
Parks and Recreation - 21st Century Cohort K - Salaries				
208-752-76112-706.000	46,525.00		201.00	46,324.00
Parks and Recreation - 21st Century Cohort K - Salaries - Temporary Salaries				
208-752-76112-707.000	-	347,584.00		347,584.00
Parks and Recreation - 21st Century Cohort K - FICA				
208-752-76112-715.000	3,563.00	26,573.00		30,136.00
Parks and Recreation - 21st Century Cohort K - Hospitalization				
208-752-76112-716.000	20,954.00	15,256.00		36,210.00
Parks and Recreation - 21st Century Cohort K - Life Insurance				
208-752-76112-717.000	54.00			54.00
Parks and Recreation - 21st Century Cohort K - Pension				
208-752-76112-718.000	14,004.00		64.00	13,940.00
Parks and Recreation - 21st Century Cohort K - Pension DC Plan				
208-752-76112-718.100	3,722.00		15.00	3,707.00
Parks and Recreation - 21st Century Cohort K - Pension Retiree Health				
208-752-76112-718.200	2,108.00	2.00		2,110.00
Parks and Recreation - 21st Century Cohort K - Workers Comp Insurance				
208-752-76112-719.000	874.00	10,739.00		11,613.00
Parks and Recreation - 21st Century Cohort K - CIP and Longevity				
208-752-76112-721.000	51.00		26.00	25.00
Parks and Recreation - 21st Century Cohort K - Operating Supplies				
208-752-76112-740.000	-	11,211.00		11,211.00
Parks and Recreation - 21st Century Cohort K - Software Services				
208-752-76112-806.000	-	192.00		192.00
Parks and Recreation - 21st Century Cohort K - Travel and Training				
208-752-76112-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort K - Insurance Liability				
208-752-76112-910.000	884.00	6,605.00		7,489.00
Parks and Recreation - 21st Century Cohort K - Other Services				
208-752-76112-956.000	-	10,292.00		10,292.00
Fund Balance/Working Capital (Fund 208)		-	506.00	

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2021

Budget Amendment No. 001

Recommended: Kate Baertson  
Finance Director

C. J. DA  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
that the General Appropriations Act for Fiscal Year 2021-2022 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: July 6, 2021**

**Budget Amendment No. 002**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$446,790 of budgetary authority and recognize related grant revenue of \$447,296 for the Cooperative 21st Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools as per resolution 27024 approved June 7, 2021.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort L-1				
208-526.007	92,233.00	447,296.00		539,529.00
Parks and Recreation - 21st Century Cohort L-1 - Salaries				
208-752-76113-706.000	46,525.00		201.00	46,324.00
Parks and Recreation - 21st Century Cohort L-1 - Salaries - Temporary Salaries				
208-752-76113-707.000	-	372,170.00		372,170.00
Parks and Recreation - 21st Century Cohort L-1 - FICA				
208-752-76113-715.000	3,563.00	28,455.00		32,018.00
Parks and Recreation - 21st Century Cohort L-1 - Hospitalization				
208-752-76113-716.000	20,954.00	11,506.00		32,460.00
Parks and Recreation - 21st Century Cohort L-1 - Life Insurance				
208-752-76113-717.000	54.00			54.00
Parks and Recreation - 21st Century Cohort L-1 - Pension				
208-752-76113-718.000	14,004.00		64.00	13,940.00
Parks and Recreation - 21st Century Cohort L-1 - Pension DC Plan				
208-752-76113-718.100	3,722.00		15.00	3,707.00
Parks and Recreation - 21st Century Cohort L-1 - Pension Retiree Health				
208-752-76113-718.200	2,108.00	2.00		2,110.00
Parks and Recreation - 21st Century Cohort L-1 - Workers Comp Insurance				
208-752-76113-719.000	874.00	11,499.00		12,373.00
Parks and Recreation - 21st Century Cohort L-1 - CIP and Longevity				
208-752-76113-721.000	51.00		26.00	25.00
Parks and Recreation - 21st Century Cohort L-1 - Operating Supplies				
208-752-76113-740.000	-	8,830.00		8,830.00
Parks and Recreation - 21st Century Cohort L-1 - Software Services				
208-752-76113-806.000	-	192.00		192.00
Parks and Recreation - 21st Century Cohort L-1 - Travel and Training				
208-752-76113-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort L-1 - Insurance Liability				
208-752-76113-910.000	884.00	7,072.00		7,956.00
Parks and Recreation - 21st Century Cohort L-1 - Other Services				
208-752-76113-956.000	-	7,120.00		7,120.00
Fund Balance/Working Capital (Fund 208)		-	506.00	

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 6, 2021**

**Budget Amendment No. 002**

Recommended: *Hate Ballon*  
Finance Director

*CA 1Aa*  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
that the General Appropriations Act for Fiscal Year 2021-2022 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: July 6, 2021**

**Budget Amendment No. 003**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$184,219 of budgetary authority and recognize related grant revenue of \$184,407 for the Cooperative 21st Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools as per resolution 27023 approved June 7, 2021.

<b><u>Description/Account Code</u></b>	<b><u>Current</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>	<b><u>Amended</u></b>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort L-2				
208-526.008	35,151.00	184,407.00		219,558.00
Parks and Recreation - 21st Century Cohort L-2 - Salaries				
208-752-76114-706.000	17,724.00	-	76.00	17,648.00
Parks and Recreation - 21st Century Cohort L-2 - Salaries - Temporary Salaries				
208-752-76114-707.000	-	150,842.00		150,842.00
Parks and Recreation - 21st Century Cohort L-2 - FICA				
208-752-76114-715.000	1,358.00	11,534.00		12,892.00
Parks and Recreation - 21st Century Cohort L-2 - Hospitalization				
208-752-76114-716.000	7,983.00	7,999.00		15,982.00
Parks and Recreation - 21st Century Cohort L-2 - Life Insurance				
208-752-76114-717.000	21.00	-		21.00
Parks and Recreation - 21st Century Cohort L-2 - Pension				
208-752-76114-718.000	5,339.00	-	31.00	5,308.00
Parks and Recreation - 21st Century Cohort L-2 - Pension DC Plan				
208-752-76114-718.100	1,420.00	-	7.00	1,413.00
Parks and Recreation - 21st Century Cohort L-2 - Pension Retiree Health				
208-752-76114-718.200	804.00	1.00		805.00
Parks and Recreation - 21st Century Cohort L-2 - Workers Comp Insurance				
208-752-76114-719.000	333.00	4,662.00		4,995.00
Parks and Recreation - 21st Century Cohort L-2 - CIP and Longevity				
208-752-76114-721.000	20.00	-	9.00	11.00
Parks and Recreation - 21st Century Cohort L-2 - Operating Supplies				
208-752-76114-740.000	-	3,263.00		3,263.00
Parks and Recreation - 21st Century Cohort L-2 - Software Services				
208-752-76114-806.000	-	73.00		73.00
Parks and Recreation - 21st Century Cohort L-2 - Travel and Training				
208-752-76114-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort L-2 - Insurance Liability				
208-752-76114-910.000	337.00	2,867.00		3,204.00
Parks and Recreation - 21st Century Cohort L-2 - Other Services				
208-752-76114-956.000	-	2,851.00		2,851.00
Fund Balance/Working Capital (Fund 208)			188.00	

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 6, 2021**

**Budget Amendment No. 003**

Recommended: Kate Ballou  
Finance Director

C. J. A. A.  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
that the General Appropriations Act for Fiscal Year 2021-2022 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**

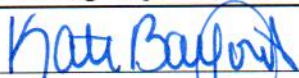
**Date: July 6, 2021**

**Budget Amendment No. 004**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$21,614 of budgetary authority and recognize related grant revenue for the Agreement with Godwin Heights Public Schools for the Enhanced Summer School Programming as per resolution 27024 approved June 7, 2021.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort G				
208-526.002	-	21,614.00		21,614.00
Parks and Recreation - 21st Century Cohort G - Salaries				
208-752-76108-706.000	-	430.00		430.00
Parks and Recreation - 21st Century Cohort G - Salaries-Temporary				
208-752-76108-707.000	-	17,600.00		17,600.00
Parks and Recreation - 21st Century Cohort G - FICA				
208-752-76108-715.000	-	1,376.00		1,376.00
Parks and Recreation - 21st Century Cohort G - Hospitalization				
208-752-76108-716.000	-	668.00		668.00
Parks and Recreation - 21st Century Cohort G - Life Insurance				
208-752-76108-717.000	-	1.00		1.00
Parks and Recreation - 21st Century Cohort G - Pension				
208-752-76108-718.000	-	140.00		140.00
Parks and Recreation - 21st Century Cohort G - Pension DC Plan				
208-752-76108-718.100	-	35.00		35.00
Parks and Recreation - 21st Century Cohort G - Pension Retiree Health-DC Plan				
208-752-76108-718.200	-	20.00		20.00
Parks and Recreation - 21st Century Cohort G - Workers Comp Insurance				
208-752-76108-719.000	-	650.00		650.00
Parks and Recreation - 21st Century Cohort G - Operating Supplies				
208-752-76108-740.000	-	150.00		150.00
Parks and Recreation - 21st Century Cohort G - Liability Insurance				
208-752-76108-910.000	-	344.00		344.00
Parks and Recreation - 21st Century Cohort G - Other Services				
208-752-76108-956.000	-	200.00		200.00
Fund Balance/Working Capital (Fund 208)		-		

Recommended:   
Finance Director

  
City Manager

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 6, 2021**

**Budget Amendment No. 004**

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
that the General Appropriations Act for Fiscal Year 2021-2022 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: July 6, 2021**

**Budget Amendment No. 005**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$8,550 of budgetary authority and recognize related grant revenue for the Community Development Block Grant due to a change in HUD's allocations for the 2021 grant year, which is the City's 2022 fiscal year.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Community Development Fund</u></b>				
Federal Grant Revenue - Grant Revenue				
256-000-02022-531.001	580,160.00	8,550.00		588,710.00
Planning - Rehabilitation - Professional Services				
256-400-69122-801.000	4,078.00	1,425.00		5,503.00
Planning - CDBG Activities - Other Services Demolition				
256-400-69222-956.029	5,228.00	1,425.00		6,653.00
Planning - CDBG Activities - Other Services Rehab Loans				
256-400-69222-956.045	188,758	1,425.00		190,183.00
Planning - CDBG Activities - Other Services Home Repair Services				
256-400-69222-956.085	50,228	1,425.00		51,653.00
Planning - CDBG Activities - Other Services Code Enforcement				
256-400-69222-956.372	55,228	1,425.00		56,653.00
Planning - CDBG Activities - Capital Outlay Capital Outlay				
256-400-69222-975.000	100,228	1,425.00		101,653.00
Fund Balance/Working Capital (Fund 256)		0.00	0.00	

Recommended:   
Finance Director

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 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 TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN EASEMENT FOR ELECTRIC FACILITIES WITH CONSUMERS ENERGY  
FOR THE BENEFIT OF THE DEVELOPMENT OF GEZON PARK

WHEREAS:

1. The City of Wyoming desires to construct recreational facilities within a currently undeveloped area of Gezon Park, located at 5651 Gezon Court SW, Wyoming, Michigan 49509.
2. The park and recreation facilities to be constructed, including a restroom, parking lot lighting, splash pad and shelter require electrical service to be extended into the park.
3. Consumers Energy has submitted the attached Easement for Electric Facilities, stipulating the terms and conditions for a permanent easement to enter upon City of Wyoming property to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Gezon Park.
4. The City is required to grant such an easement for the consideration of \$1.00 to obtain Consumers Energy electric facilities as needed.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Easement for Electric Facilities with Consumers Energy for the benefit of the development of parks and recreation facilities within Gezon Park.

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 July 6, 2021.

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

ATTACHMENTS:    Easement for Electric Facilities

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

## **EASEMENT FOR ELECTRIC FACILITIES**

Master Tract# ROW000916066620  
SAP# 1056193593  
Design# 11222026  
Agreement# MI00000055832

CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28<sup>th</sup> Street, Wyoming, Michigan 49509 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Wyoming, County of Kent, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: \_\_\_\_\_ Owner: CITY OF WYOMING, a Michigan municipal corporation

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

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_,  
on \_\_\_\_\_ by \_\_\_\_\_ of the City of Wyoming, a Michigan municipal  
Date  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Print Name  
\_\_\_\_\_  
County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

**PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:**  
Andrew Aldrich #031-7  
Consumers Energy Company  
4000 Clay Avenue SW  
Grand Rapids, MI 49548

Prepared By:  
Brittany Haworth, 5/3/21, EP7-287  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Revised By:  
Brittany Haworth, 6/1/21

**REGISTER OF DEEDS OFFICE USE  
ONLY**  
Return recorded instrument to:  
Carrie J. Main, EP7-287  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Wyoming, County of Kent, State of Michigan:

The South 1/2 of the West 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 12 West, described as: East 1000.00 feet along of the following description; part of the Northwest 1/4 commencing at the West 1/4 corner; thence East along the East and West line to the center of the section; thence North along the North and South 1/4 line 786.81 feet; thence Westerly to a point on the West section line which is 791.28 feet North from the Point of Beginning; thence South to the Point of Beginning.

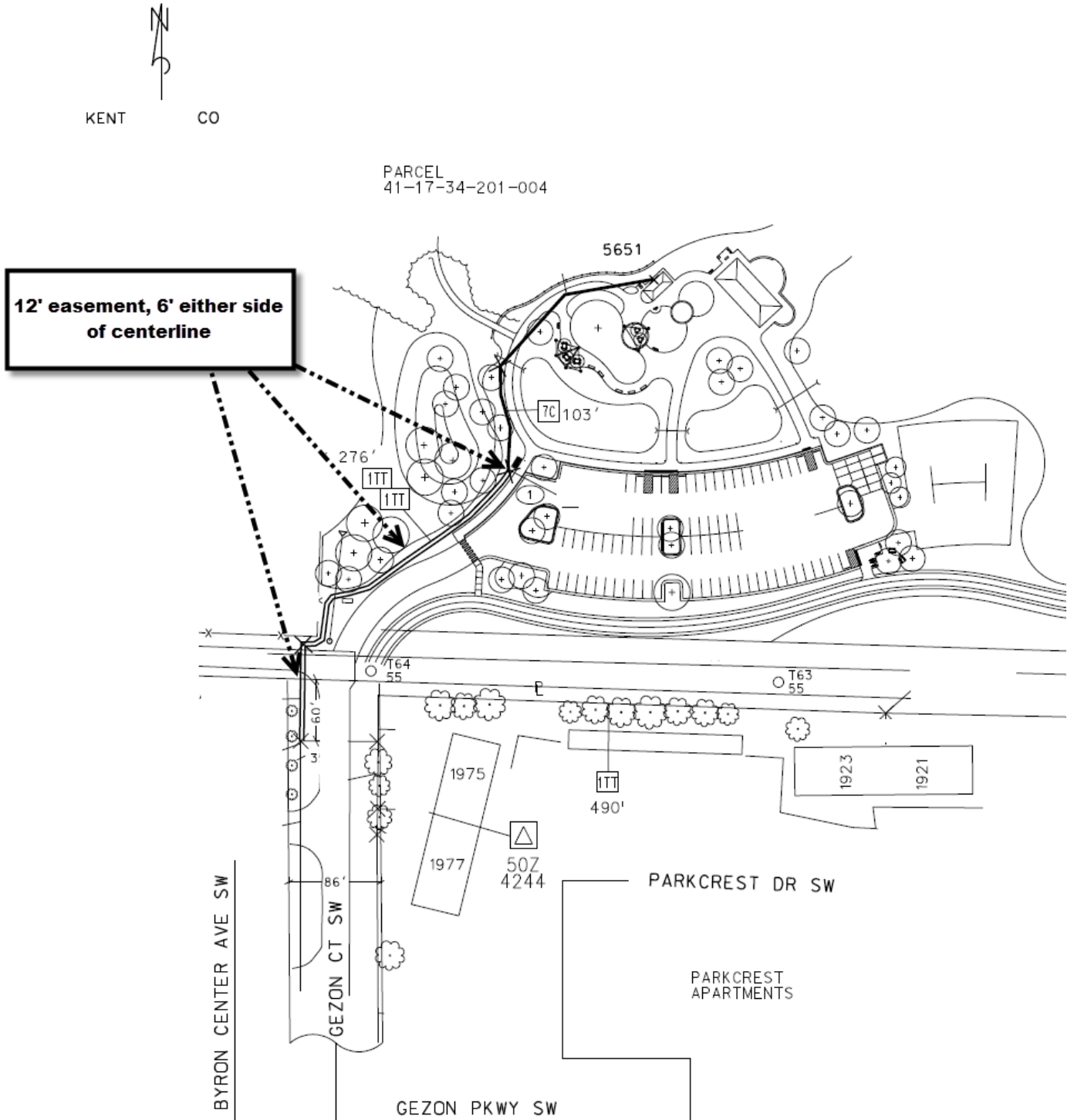
Also known as: 5651 Gezon Court SW, Wyoming, Michigan 49509

Parcel ID: 41-17-34-201-004

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



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

RESOLUTION TO GRANT A 120-DAY EXTENSION FOR PRELIMINARY PLAT FINAL APPROVAL TO THE PROPOSED GREENS OF WYOMING SUBDIVISION PHASE 2

WHEREAS:

1. The City Council granted Preliminary Plat Final Approval of Phases 1 and 2 of the proposed subdivision at its meeting on September 3, 2019.
2. Subsequently, the developer received Final Plat Approval from the City Council on October 7, 2019 for Phase 1.
3. The developer has requested a 120-day extension for Phase 2 Preliminary Plat Final Approval.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant a 120-day extension for Preliminary Plat Final Approval for Greens of Wyoming Subdivision Phase 2.

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 July 6, 2021.

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

June 28, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to extend by 120-days the Preliminary Plat Final Approval for Greens of Wyoming Phase 2. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Staff Recommendation: To grant the requested extension.

Dear Ms. VandenBerg,

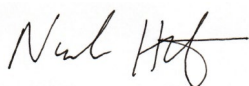
The developer for the Greens of Wyoming Plat Phase 2 has requested a 120-day extension for their Preliminary Plat Final approval which was granted by City Council on September 3, 2019.

Chapter 74, Subdivisions, of the Code of Ordinances allows for City Council to grant extensions for preliminary plat final approvals if the request is made prior to the expiration of the approval. Original approvals are good for a period of two years.

The applicant intends to submit for final plat approval later this summer but requires the 120-day extension to finalize the process.

A letter from the applicant formally requesting the extension is attached.

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**

Westview Capital, LLC  
795 Clyde Court SW Suite D  
Byron Center, MI 49315

June 8, 2021

Nicole Hofert  
City Planner, City of Wyoming  
1155 28<sup>th</sup> St. SW  
Wyoming, MI 49509

Re: Greens of Wyoming Phase 2

Dear Nicole,

The purpose of this letter is to request a 120-day extension to the final preliminary plat approval that was granted on September 3, 2019. We believe this extension will eliminate any discrepancy with interpretations when the final plat is reviewed at the state level. No changes have been made to the plan so I have not included copies of the site plan but can certainly provide any materials your office needs. We look forward to completing the final plat process later this summer.

Please do not hesitate to contact me should you have any questions.

Best Regards,

*Dan Larabel*

Dan Larabel  
Land Manager  
Westview Capital, LLC  
O: 616-878-1748 x428  
dlarabel@allenedwin.com

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

RESOLUTION TO GRANT FINAL PLAT APPROVAL FOR RIVERTOWN  
VALLEY PLAT V (AKA "THE RESERVE AT RIVERTOWN")

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Rivertown Valley Plat V (also known as "The Reserve at Rivertown, Phase V" and "Rivertown Valley Phase V") will provide 12 residential lots to complement this endeavor.
2. The development of Rivertown Valley Plat V is a continuation of the TMGB Wilson project.
3. The proposed subdivision will integrate into the existing subdivision.
4. City Council granted preliminary plat final approval of the proposed subdivision at their May 4, 2020 meeting.
5. The Planning Commission recommended final plat approval of the proposed subdivision at their June 15, 2021 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Plat V Subdivision subject to the following conditions:
  1. Developer shall provide a bond/check or Letter of Credit to the City of Wyoming for any incomplete improvements by the close of business on the Thursday prior to the Planning Commission meeting date (June 10, 2021). Items shall include setting iron corners throughout the plat.
  2. The Engineer shall label the easement on lots 177 and 178 "to the City of Wyoming."
  3. Provide fire hydrants based on the city hydrant spacing.

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 July 6, 2021.

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

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

June 28, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to grant Final Plat Approval for Rivertown Valley Phase V. The property is located at Wilson and 56th (Section 32) (TMGB Wilson LLC)

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 15, 2021. A motion was made by Weller, supported by Zapata, to approve the request for Final Plat Approval for Rivertown Valley Phase V subject to conditions and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 12 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development and includes the portion of Reserve Drive that will connect the new subdivision to Wilson Avenue.

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

Preliminary Plat- Tentative Approval was approved by Planning Commission on November 19, 2019 and City Council on December 2, 2019.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was granted by Planning Commission on April 21, 2020 and City Council on May 3, 2020.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

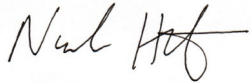
Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Acting Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

easement.

- b. Verify cover over existing storm at proposed pond bottom. Use due care over pipe for pond construction.
  - c. Stormwater design must account for water quality and channel protection standards.
  - d. Use Rational C-values from Table 6.
  - e. Use Atlas 14 rainfall data in Modified Chicago Table.
  - f. Must use 1.25 factor for volumes calculated by Modified Chicago method.
- 6) The Engineer shall certify the construction of the detention basin upon completion. The certification shall verify with as-built survey the pond grading meets all relevant grades, required volumes and release rates per the approved storm water design. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 7) Site Plan shall show all existing and proposed utilities. How will addition be served with water and sewer?

Jack, Nederveld Inc., 217 Grandville Ave SW suite 302, Grand Rapids, MI 49503, introduced himself stating that he worked with Engineering regarding storm water discharge on the West side of the property and also with the Fire Department to install a new fire hydrant on the south side of the existing driveway. Comments have been resubmitted to City Staff.

A motion was entered by Arnoys, supported by Heygi, to grant Site Plan Approval for construction of the proposed building addition at 4131 Roger B Chaffee Memorial Drive SE subject to conditions 1-7.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 4

##### Request for Plat- Final Approval for Rivertown Valley Phase V at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC).

Hofert explained that the properties are generally located along Nile 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 described 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 approved by Planning Commission on November 19, 2019, and City Council on December 2, 2019.

Hofert shared that the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The plat was granted Preliminary Plat Final Approval by Planning Commission on April 21, 2020 and City Council on May 4, 2020.

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

Hofert stated that Phase V includes 12 lots all developed to R-1 standards as dictated in the approved Overall Development Plan.

Hofert explained that the Development Review Team recommends the Planning Commission grant Final Plat Approval for Rivertown Valley Phase V and recommends the same to the City Council subject to conditions 1-3 below:

- 1.) Developer shall provide a bond/check or Letter of Credit to the City of Wyoming for any incomplete improvements by the close of business on the Thursday prior to the Planning Commission meeting date (June 10, 2021). Items shall include setting iron corners throughout the plat.
- 2.) The Engineer shall label the easement on lots 177 and 178 “to the City of Wyoming”.
- 3.) Provide fire hydrants based on the city hydrant spacing.

A motion was entered by Weller, supported by Zapata, to grant plat-final approval for Rivertown Valley Phase V

Justin Longstreth, Moore & Bruggink, 2020 Monroe Ave NW, Grand Rapids, MI 49505, introduced himself and stated that he is available for comment.

Jason Granger, TMGB Wilson, 2380 Health Dr. Suite 210, Wyoming, MI 49509, introduced himself as the owner.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

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

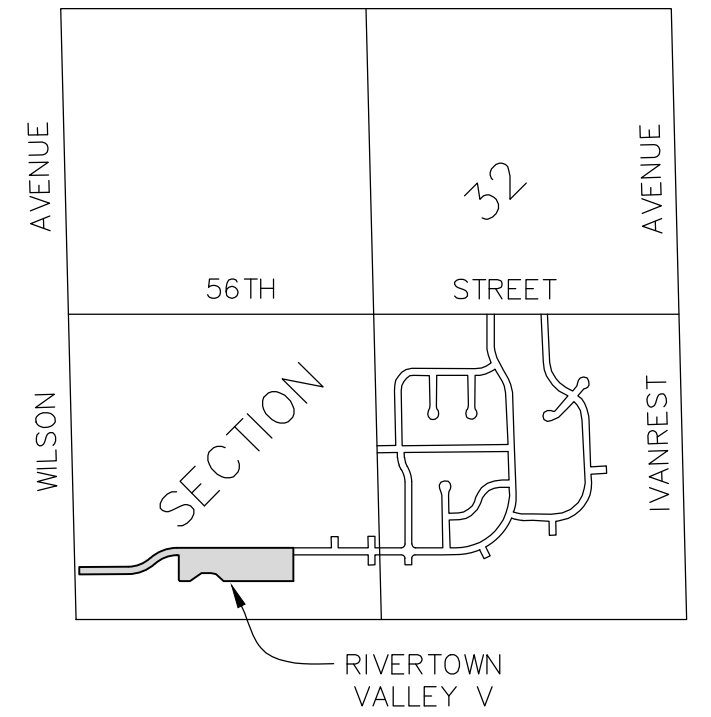
# RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,  
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

## SHEET 1 OF 3

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. \_\_\_\_\_ OF RECORDS OF THIS COUNTY.

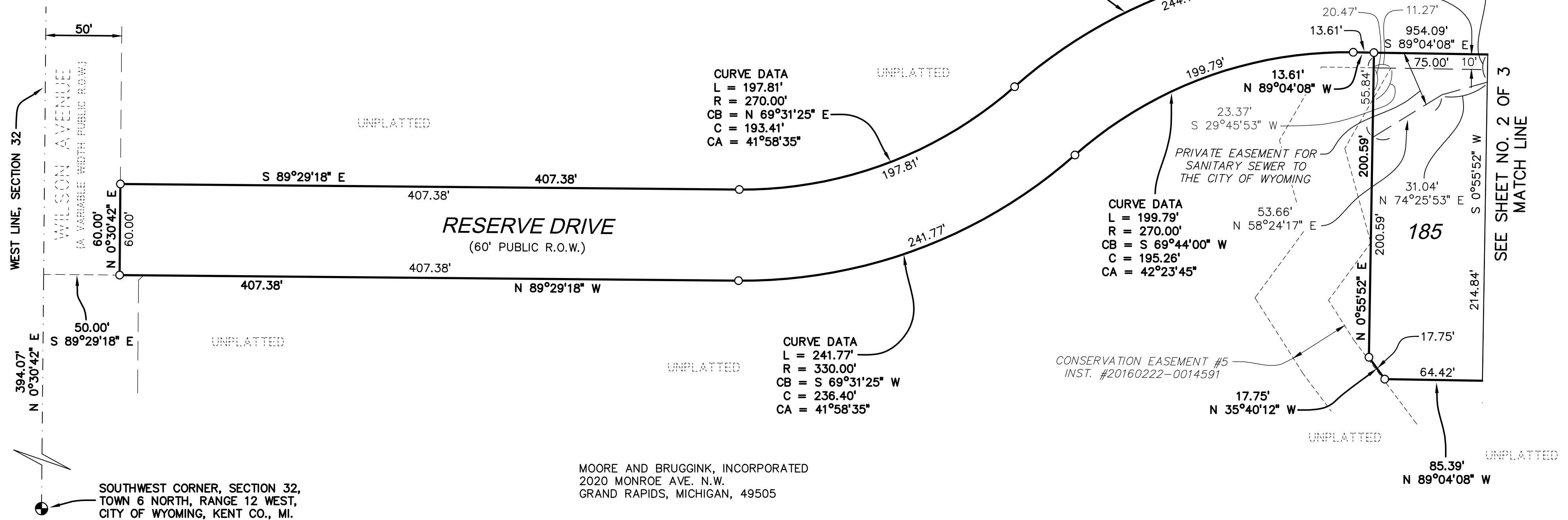
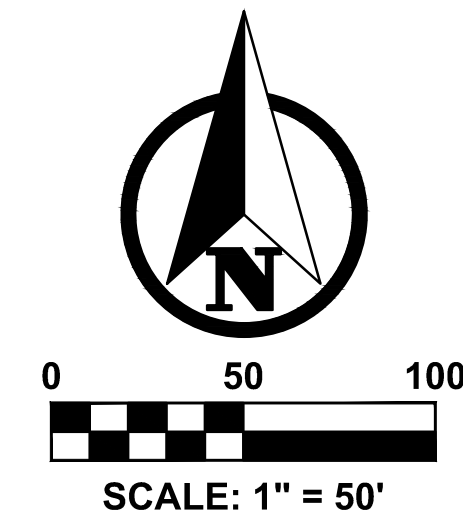
LOCATION MAP  
NO SCALE:



### SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: RIVERTOWN VALLEY V, PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°30'42" EAST 394.07 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00°30'42" EAST 60.00 FEET PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 407.38 FEET; THENCE NORTHERLY 197.81 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 69°31'25" EAST 193.41 FEET AND CENTRAL ANGLE BEING 41°58'35"; THENCE NORTHERLY AND EASTERLY 244.18 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 69°44'00" EAST 238.65 FEET AND CENTRAL ANGLE BEING 42°23'45"; THENCE SOUTH 89°04'08" EAST 967.70 FEET; THENCE SOUTH 00°55'52" WEST 274.56 FEET ALONG THE WEST LINE OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NO. 20200212-0012502; THENCE NORTH 89°05'48" WEST 579.34 FEET; THENCE NORTH 46°50'27" WEST 87.16 FEET; THENCE NORTH 77°12'44" WEST 40.33 FEET; THENCE NORTH 89°04'08" WEST 78.37 FEET; THENCE SOUTH 56°10'58" WEST 117.31 FEET; THENCE NORTH 89°04'08" WEST 85.39 FEET; THENCE NORTH 35°40'12" WEST 17.75 FEET; THENCE NORTH 00°55'52" EAST 200.59 FEET; THENCE NORTH 89°04'08" WEST 13.61 FEET; THENCE SOUTHWESTERLY 199.79 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 69°44'00" WEST 195.26 FEET AND CENTRAL ANGLE BEING 42°23'45"; THENCE SOUTHERLY AND WESTERLY 241.77 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 69°31'25" WEST 236.40 FEET AND CENTRAL ANGLE BEING 41°58'35"; THENCE NORTH 89°29'18" WEST 407.38 FEET TO THE PLACE OF BEGINNING.

THIS PLAT PHASE CONTAINS 12 LOTS AND 6.9099 ACRES.  
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.  
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.  
THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT.  
THAT THE ACCURACY OF SURVEY IS WITHIN THE THE LIMITS REQUIRED BY THE ACT.  
THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.



MOORE AND BRUGGINK, INCORPORATED  
2020 MONROE AVE. N.W.  
GRAND RAPIDS, MICHIGAN, 49505

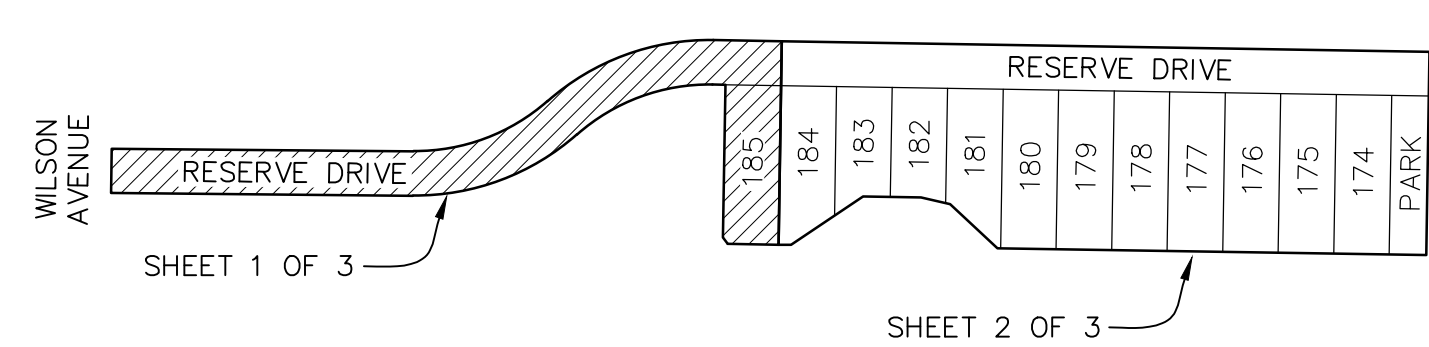
STEVEN JOSEPH GREEN  
PROFESSIONAL LAND SURVEYOR No. 4001043055

DATE: \_\_\_\_\_

JUSTIN FRAZA LONGSTRETH  
SECRETARY/TREASURER  
PROFESSIONAL ENGINEER No. 6201055281

DATE: \_\_\_\_\_

### INDEX KEY MAP



### LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20200212-0012502 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET. MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "O". ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "●". LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "M&B 43055". (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL. INST. = INSTRUMENT

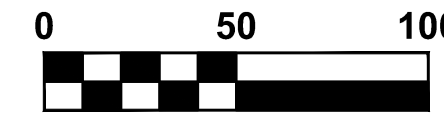
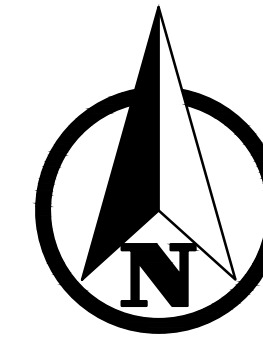
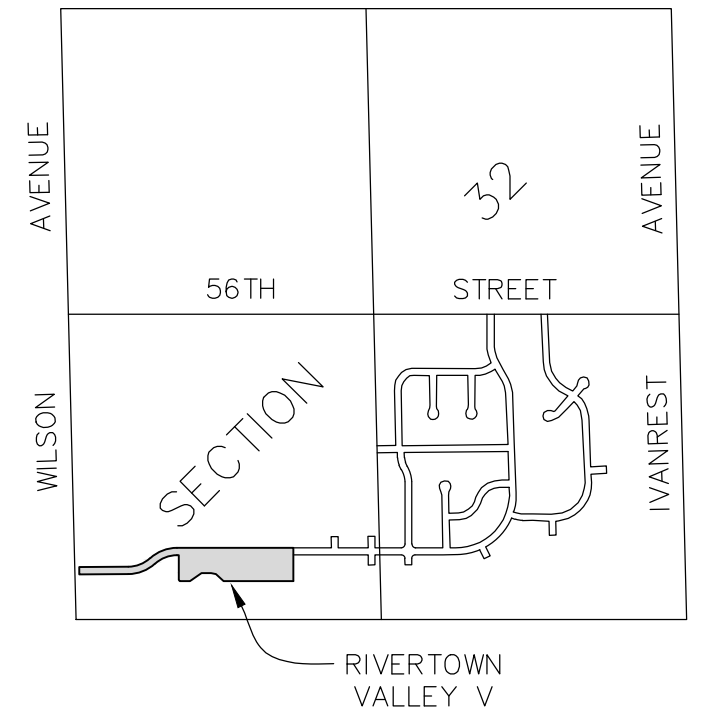
# RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,  
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

## SHEET 2 OF 3

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. \_\_\_\_\_ OF RECORDS OF THIS COUNTY.

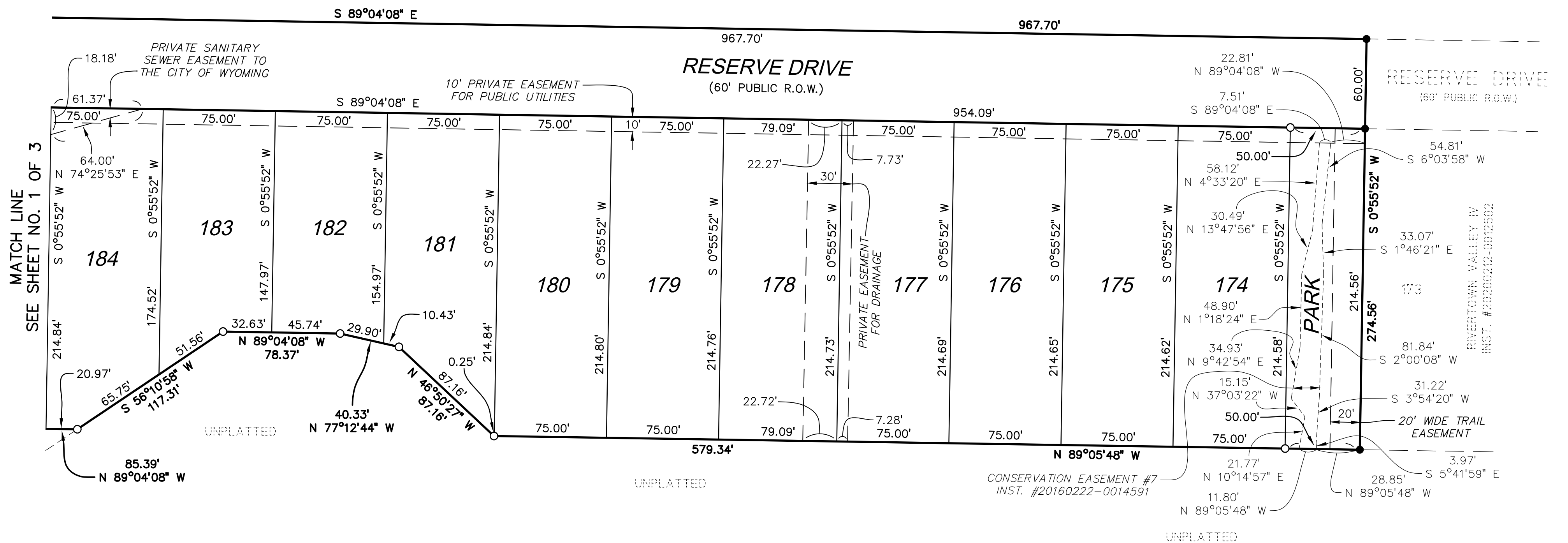
LOCATION MAP  
NO SCALE:



SCALE: 1" = 50'

UNPLATTED

UNPLATTED



### LEGEND

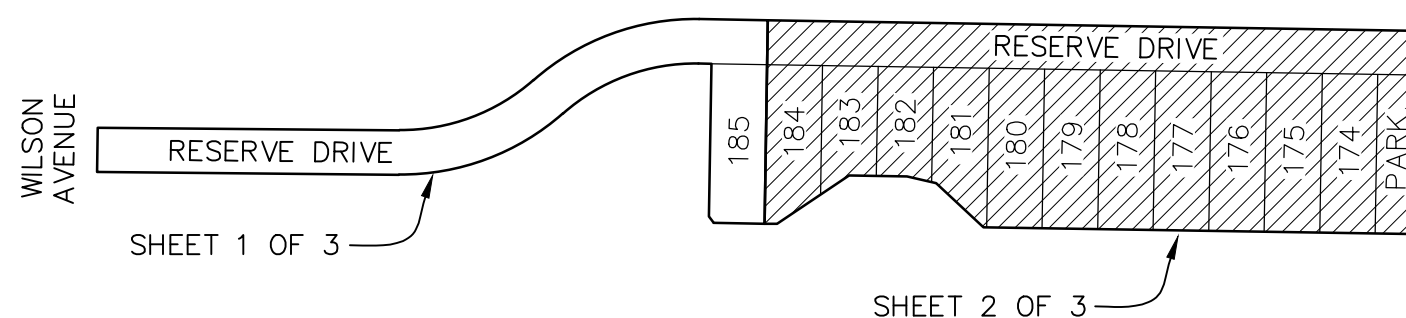
PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20200212-0012502 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.  
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "O".  
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "●".  
LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "M&B 43055".  
(R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.  
INST. = INSTRUMENT

MOORE AND BRUGGINK, INCORPORATED  
2020 MONROE AVE. N.W.  
GRAND RAPIDS, MICHIGAN, 49505

STEVEN JOSEPH GREEN  
PROFESSIONAL LAND SURVEYOR No. 4001043055

DATE: \_\_\_\_\_

### INDEX KEY MAP



# RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,  
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

## SHEET 3 OF 3

### PROPRIETOR'S CERTIFICATE

TMGB WILSON, LLC, 2380 HEALTH DRIVE, WYOMING, MICHIGAN 49519, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, GARY L. GRANGER, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. THAT THE PARK IS A PRIVATE PARK FOR THE USE OF THE PLAT OWNERS IN THIS SUBDIVISION AND OF SUBDIVISIONS OF THE SAME NAME WHERE OWNERSHIP IS TRACEABLE TO THIS PROPRIETOR.

TMGB WILSON, LLC  
2380 HEALTH DRIVE  
WYOMING, MICHIGAN 49519  
STATE FILE NUMBER: B68205  
DATED: JUNE 19, 2000

\_\_\_\_\_  
GARY L. GRANGER, MEMBER

### ACKNOWLEDGEMENT

STATE OF MICHIGAN  
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY GARY L. GRANGER, MEMBER OF TMGB WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES \_\_\_\_\_

### RECORDING CERTIFICATE

STATE OF MICHIGAN)  
KENT COUNTY)

THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021,

AT \_\_\_\_\_ M, AND RECORDED IN INSTRUMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
LISA POSTHUMUS LYONS  
KENT COUNTY CLERK – REGISTER OF DEEDS

MOORE AND BRUGGINK, INCORPORATED  
2020 MONROE AVE. N.W.  
GRAND RAPIDS, MICHIGAN, 49505

\_\_\_\_\_  
STEVEN J. GREEN  
PROFESSIONAL LAND SURVEYOR No. 43055

DATE: \_\_\_\_\_

### MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD \_\_\_\_\_, 2021, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

\_\_\_\_\_  
KELLI VANDENBERG  
WYOMING CITY CLERK

\_\_\_\_\_  
DATE

### COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON \_\_\_\_\_, 2021, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT

\_\_\_\_\_  
KEN YONKER  
KENT COUNTY DRAIN COMMISSIONER

\_\_\_\_\_  
DATE

### TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING \_\_\_\_\_, 2021, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

\_\_\_\_\_  
KENNETH PARRISH  
KENT COUNTY TREASURER

\_\_\_\_\_  
DATE

### COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON \_\_\_\_\_, 2021, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

\_\_\_\_\_  
MANDY BOLTER  
KENT COUNTY BOARD CHAIR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LISA POSTHUMUS LYONS  
KENT COUNTY CLERK – REGISTER OF DEEDS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
KENNETH PARRISH  
KENT COUNTY TREASURER

\_\_\_\_\_  
DATE

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

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

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Rivertown Valley Plat VI (also known as “The Reserve at Rivertown, Phase VI” and “Rivertown Valley Phase VI”) will provide 44 residential lots to complement this endeavor.
2. The development of Rivertown Valley Plat VI is a continuation of the TMGB Wilson project.
3. The proposed subdivision will integrate into the existing subdivision.
4. City Council granted preliminary plat tentative approval of the proposed subdivision at their May 3, 2021 meeting.
5. The Planning Commission recommended preliminary plat final approval of the proposed subdivision at its June 15, 2021 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Preliminary Plat Final Approval for Rivertown Valley Plat VI (also known as “The Reserve at Rivertown, Phase VI” and “Rivertown Valley Phase VI”) is granted subject to the following 15 conditions to be met before final approval of this preliminary plat:
  1. A boundary line adjustment is required between 5972 Wilson Ave and 3625 Danube Drive. A land division application shall be submitted to the Assessor’s office by the correct ownership authority.
  2. All fill in the right-of-way must meet requirements of Class II sand. All clay fill placed in the right-of-way shall be removed.
  3. Catch basins shall not be used as manholes.
  4. All temporary cul-de-sacs shall be paved.
  5. Provide detail for Soil Erosion and Sedimentation Control (SESC) backyard drainage.
  6. Ditch Profile “D” – City only maintains the pipe for 1 lot from the right-of-way. Re-design or this will be a private storm sewer to maintain.
  7. Storm catch basins should have less than 350’ of paved surface as drainage area or less than 200’ of drainage area if grades are greater than 4%.
  8. Storm sewer invert should be above sanitary crown (several locations noted).
  9. Clarify Grading and ditch profiles south of Lot #192. Design to prevent water from spilling into conservation easement.
  10. Clarify rights to enter property located outside of phase 6.
  11. Design overflow should be sidewalk grade with rear yard drainage easement extending north to catch basins.
  12. Design overflow on Red Cedar must stay in easement (Lot #229).
  13. Investigate reduction of rear yard drainage trench depth – reduce side slopes.
  14. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets

all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.  
15. Developer shall participate in storm sewer cost sharing.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular matting held on July 6, 2021.

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

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

June 28, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

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

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 15, 2021. A motion was made by Hegyi, supported by Weller, to approve the request for Preliminary Plat Final Approval for Rivertown Valley Phase VI subject to conditions and recommend the same to City Council. The motion passed unanimously.

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

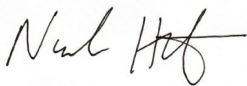
The petitioner proposes 44 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was granted by Planning Commission on April 20 and City Council on May 3, 2021.

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.

Respectfully submitted,



Nicole Hofert, Acting Director  
Department of Planning and Economic Development

community • safety • stewardship

CITY COUNCIL

Cc: Curtis Holt, City Manager

Preliminary Plat- Tentative Approval was approved by Planning Commission on November 19, 2019, and City Council on December 2, 2019.

Hofert shared that the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The plat was granted Preliminary Plat Final Approval by Planning Commission on April 21, 2020 and City Council on May 4, 2020.

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

Hofert stated that Phase V includes 12 lots all developed to R-1 standards as dictated in the approved Overall Development Plan.

Hofert explained that the Development Review Team recommends the Planning Commission grant Final Plat Approval for Rivertown Valley Phase V and recommends the same to the City Council subject to conditions 1-3 below:

- 1.) Developer shall provide a bond/check or Letter of Credit to the City of Wyoming for any incomplete improvements by the close of business on the Thursday prior to the Planning Commission meeting date (June 10, 2021). Items shall include setting iron corners throughout the plat.
- 2.) The Engineer shall label the easement on lots 177 and 178 “to the City of Wyoming”.
- 3.) Provide fire hydrants based on the city hydrant spacing.

A motion was entered by Weller, supported by Zapata, to grant plat-final approval for Rivertown Valley Phase V

Justin Longstreth, Moore & Bruggink, 2020 Monroe Ave NW, Grand Rapids, MI 49505, introduced himself and stated that he is available for comment.

Jason Granger, TMGB Wilson, 2380 Health Dr. Suite 210, Wyoming, MI 49509, introduced himself as the owner.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

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

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

Hofert explained that the platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was granted by Planning Commission on April 20 and City Council on May 3, 2021.

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

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

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

Hofert explained that the Development Review Team recommends the Planning Commission grant Preliminary Plat- Final Approval for Rivertown Valley Phase VI and recommends the same to the City Council subject to conditions 1-15 below:

1. A boundary line adjustment is required between 5972 Wilson Ave and 3625 Danube Drive. A land division application shall be submitted to the Assessor's office by the correct ownership authority.
2. All fill in the right-of-way must meet requirements of Class II sand. All clay fill placed in the right-of-way shall be removed.
3. Catch basins shall not be used as manholes.
4. All temporary cul-de-sacs shall be paved.
5. Provide detail for Soil Erosion and Sedimentation Control (SESC) backyard drainage.
6. Ditch Profile "D" – City only maintains the pipe for 1 lot from the right-of-way. Re-design or this will be a private storm sewer to maintain.
7. Storm catch basins should have less than 350' of paved surface as drainage area or less than 200' of drainage area if grades are greater than 4%.

8. Storm sewer invert should be above sanitary crown (several locations noted).
9. Clarify Grading and ditch profiles south of Lot #192. Design to prevent water from spilling into conservation easement.
10. Clarify rights to enter property located outside of phase 6.
11. Design overflow should be sidewalk grade with rear yard drainage easement extending north to catch basins.
12. Design overflow on Red Cedar must stay in easement (Lot #229).
13. Investigate reduction of rear yard drainage trench depth – reduce side slopes.
14. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
15. Developer shall participate in storm sewer cost sharing.

Jeff Paulson, Hurley & Stewart, 2800 S. 11th St, Kalamazoo, MI 49009, introduced himself

There was general conversation with the developer regarding storm sewer.

Henckel stated that the City would work with the developer to satisfy needs.

A motion was entered by Heygi, supported by Weller to grant Preliminary Plat- Final Approval for Rivertown Valley Phase VI and recommend the same to the City Council subject to conditions 1-15.

There was general conversation regarding parcel owners and property lines and how the parcels are being combined.

A vote on the motion passed unanimously.

## NEW BUSINESS

### AGENDA ITEM NO. 6

**SITE DATA**

ADDRESS:  
5972 WILSON AVE SW  
WYOMING, MI 49418

ZONING:  
ZONING: PUD

SETBACKS/LOT SIZE  
MINIMUM SETBACK REQUIREMENTS:  
FRONT: 35 FEET  
SIDE: 8 FEET / 20 FEET  
REAR: 35 FEET  
MINIMUM LOT SIZE: 10,000 SQ FEET (75' MIN LOT WIDTH)

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

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

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

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

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

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

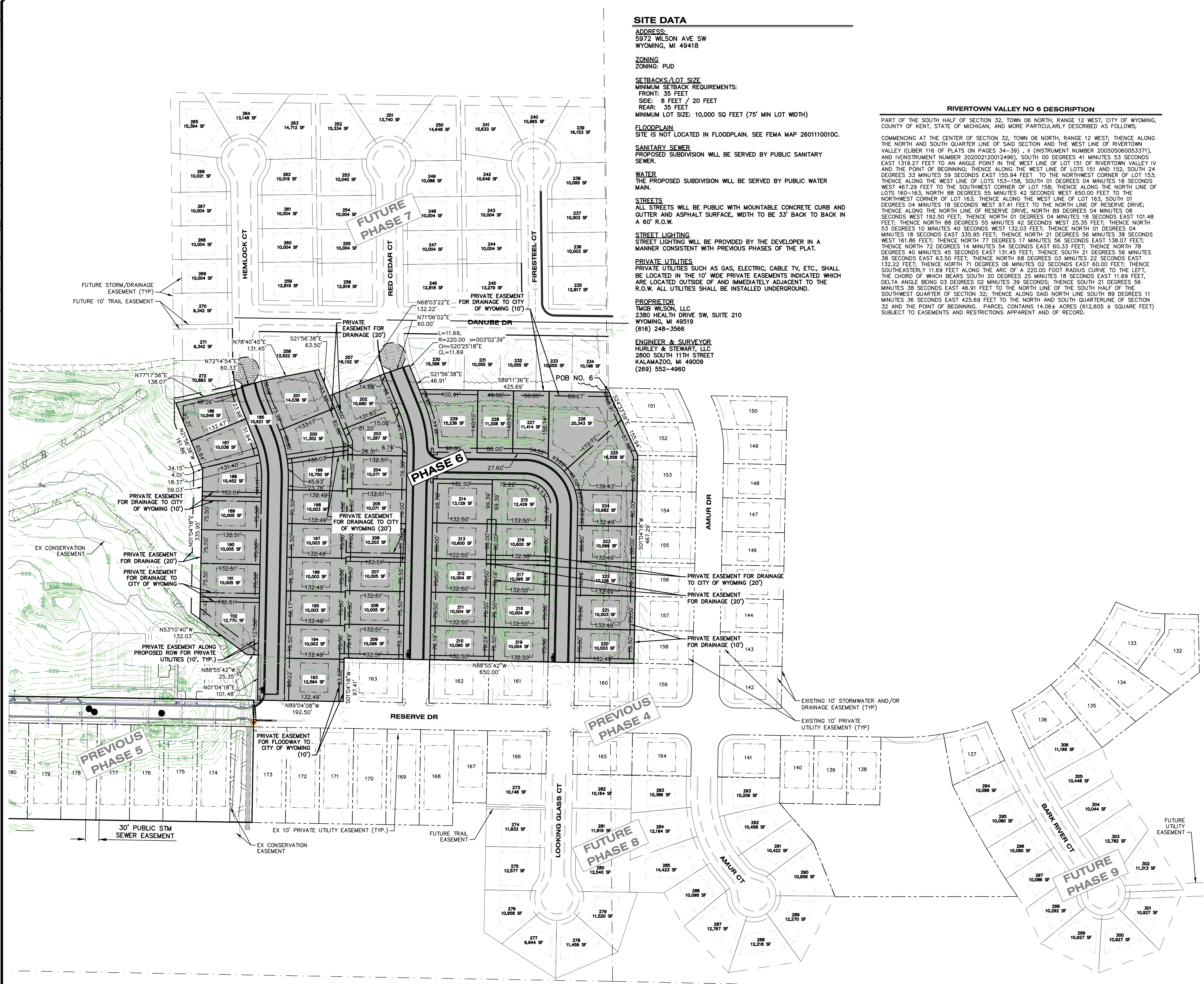
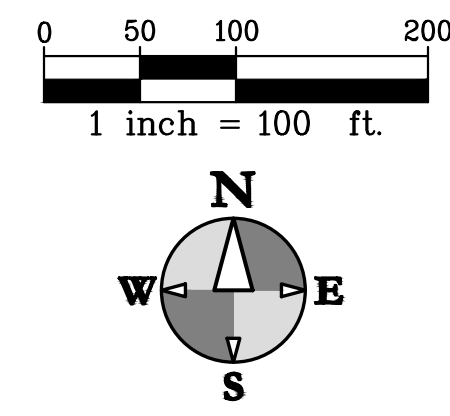
PROPRIETOR  
TMGB WILSON, LLC  
2380 HEALTH DRIVE SW, SUITE 210  
WYOMING, MI 49519  
(616) 248-3566

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

**RIVERTOWN VALLEY NO 6 DESCRIPTION**

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

COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY (LIBER 116 OF PLATS ON PAGES 34-39), II (INSTRUMENT NUMBER 20050506053371), AND IV (INSTRUMENT NUMBER 202002120012496), SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 1319.27 FEET TO AN ANGLE POINT IN THE WEST LINE OF LOT 151 OF RIVERTOWN VALLEY IV AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF LOTS 151 AND 152, SOUTH 24 DEGREES 33 MINUTES 59 SECONDS EAST 155.94 FEET TO THE NORTHWEST CORNER OF LOT 153; THENCE ALONG THE WEST LINE OF LOTS 153-158, SOUTH 01 DEGREE 04 MINUTES 18 SECONDS WEST 467.29 FEET TO THE SOUTHWEST CORNER OF LOT 158; THENCE ALONG THE NORTH LINE OF LOTS 160-163, NORTH 88 DEGREES 05 MINUTES 42 SECONDS WEST 650.00 FEET TO THE NORTHWEST CORNER OF LOT 163; THENCE ALONG THE WEST LINE OF LOT 163, SOUTH 01 DEGREE 04 MINUTES 18 SECONDS WEST 97.41 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG THE NORTH LINE OF RESERVE DRIVE, NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 192.50 FEET; THENCE NORTH 01 DEGREE 04 MINUTES 18 SECONDS EAST 101.48 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 25.35 FEET; THENCE NORTH 53 DEGREES 10 MINUTES 40 SECONDS WEST 132.03 FEET; THENCE NORTH 01 DEGREE 04 MINUTES 18 SECONDS EAST 335.69 FEET; THENCE NORTH 21 DEGREE 56 MINUTES 38 SECONDS WEST 161.86 FEET; THENCE NORTH 77 DEGREE 17 MINUTES 56 SECONDS EAST 138.07 FEET; THENCE NORTH 72 DEGREE 14 MINUTES 54 SECONDS EAST 60.33 FEET; THENCE NORTH 78 DEGREE 40 MINUTES 45 SECONDS EAST 131.45 FEET; THENCE SOUTH 21 DEGREE 56 MINUTES 38 SECONDS EAST 63.50 FEET; THENCE NORTH 68 DEGREE 03 MINUTES 22 SECONDS EAST 132.22 FEET; THENCE NORTH 71 DEGREE 06 MINUTES 02 SECONDS EAST 60.00 FEET; THENCE SOUTHEASTERLY 11.69 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 20 DEGREE 25 MINUTES 18 SECONDS EAST 11.69 FEET, DELTA ANGLE BEING 03 DEGREE 02 MINUTES 39 SECONDS; THENCE SOUTH 21 DEGREE 56 MINUTES 38 SECONDS EAST 46.91 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH LINE SOUTH 89 DEGREE 11 MINUTES 36 SECONDS EAST 425.69 FEET TO THE NORTH AND SOUTH QUARTERLINE OF SECTION 32 AND THE POINT OF BEGINNING. PARCEL CONTAINS 14.06± ACRES (612,605 ± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.



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

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



Job No. 20-112E P.M.J.W.P. Drl-TAP 0A/QC.5/3/21

ISSUED FOR/REVISIONS:	DATE
1. PRELIMINARY PLAT TENTATIVE	3/22/21
2. PRELIMINARY PLAT FINAL	5/3/21
3. PRELIMINARY PLAT REVISED	5/12/21

COPYRIGHT © of Hurley & Stewart, LLC

PRELIMINARY PLAT  
RIVERTOWN VALLEY - PHASE 6  
TMGB WILSON, LLC

Sheet Title:  
Project:  
Client:

5/3/21  
Sheet

C-1

DRAWING LOCATION: H:\20-112E (Overtown Valley - Phase 6)\1. FINAL DRAWINGS\Preliminary Plat\C-1 Preliminary Plat.dwg LAST SAVER BY: TPALLARD ON 5/12/2021

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

RESOLUTION TO APPROVE A SETTLEMENT FOR A  
SUPERFUND SITE CLAIM BY CHEMETCO, INC.

WHEREAS:

1. The city received from a representative of the Chemetco Site PRP Group a settlement demand and associated documents to resolve liability the city is claimed to have for contamination resulting from Chemetco, Inc's improper handling of materials at its Hartford, Illinois facility.
2. According to some Chemetco records, in 1994 and 1995, the city sent to Chemetco used water meters and motors for recycling and the city is therefore a "potentially responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act.
3. While the city denies any wrongdoing and is dubious of the claim, settlement is financially prudent because the cost of defending the claim would significantly exceed the demanded \$5,000 settlement payment.

NOW, THEREFORE BE IT RESOLVED:

1. The "Settlement Agreement between Chemetco Site PRP Group and City of Wyoming, MI for the Chemetco, Inc. Superfund Site" is approved, the city attorney is authorized and directed to sign it on behalf of the city, and all city officers and employees are authorized and directed to undertake all actions need to effectuate that agreement.
2. The \$5,000 settlement payment shall be taken from the fund 591-591-56500-956.000 (Water Fund – Water Utility – T and D Meters – Other Services).
3. All resolutions and parts of resolutions are rescinded to the extent any conflict with this resolution.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on July 6, 2021.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:    Staff Report

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

## Staff Report

Date: June 28, 2021  
Subjects: Settlement of Chemetco Superfund Claim  
From: Scott Smith, City Attorney  
Meeting Date: July 6, 2021

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### **RECOMMENDATION:**

Adopt the Resolution Approving Settlement of Chemetco, Inc. Superfund Site Claim.

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

Community – This resolution will not impact the community.

Safety – The city generally supports national efforts to address Superfund sites and understands those efforts may sometimes result in claims for payments against parties who acted legally and with laudable intentions, but who, under applicable law, may nonetheless be liable.

Stewardship – Settlement of this claim is financially prudent.

### **BUDGET IMPACT:**

The proposed payment from fund 591-591-56500-956.000 (Water Fund – Water Utility – T and D Meters – Other Services) will not require a budget amendment.

### **DISCUSSION:**

A letter to the city attorney, dated June 9, 2021, from The Justis Law Firm, LLC of Overland Park, Kansas, demanded a \$5,000 “contribution payment” from the city as a potentially responsible party (PRP) under the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) for response activities at the Chemetco, Inc. Hartford, Illinois Superfund site. According to that letter, an investigation of Chemetco’s Wang computer records indicates that in 1994 and 1995, the city shipped 16,320 pounds of materials (mostly used water meters with some junk motors) to Chemetco for recycling. Chemetco’s operations failed to properly handle resulting byproducts, so soils and groundwater contamination occurred in such significance that the site is a Superfund site.

City staff research shows the Chemetco saga included a criminal judgment against Chemetco and some of its officers in 2000, a 2001 bankruptcy, a USEPA Administrative Order on Consent signed in 2015, and, now, demands for payments from smaller PRPs. City staff was unable to find city records about the disposals that occurred over a quarter-century ago. Without those records it is nearly impossible to contest city liability and avoid payment as a PRP under CERCLA. Even with the records, costs of defending the claim would likely be many times the \$5,000 offered (demanded) settlement.

There is irony in this claim. The city’s efforts to be environmentally responsible by recycling, rather than landfilling, the discarded meters and motors resulted in a liability claim under environmental laws. There is also some unfairness in demanding payments from seemingly innocent parties like the city. However, CERCLA was written so that parties whose actions contribute to contamination pay for that contamination even if the contributions were unintended and environmentally well-intended. Doing so alleviates impacts on taxpayers.

If adopted, this resolution would also authorize the city attorney to sign the settlement agreement and authorize all city officers and staff to make the payment and otherwise comply with it.

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

RESOLUTION TO ACCEPT A PROPOSAL FROM DR. RIK STEVENSON  
TO FACILITATE CULTURAL COMPETENCY SESSIONS AND TO  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Dr. Rik Stevenson provided the City with a proposal to facilitate cultural competency sessions at the rate of \$180 per session plus travel expenses.
2. It is estimated that the cost of the sessions over the next year will total approximately \$7,700.
3. It is recommended City Council authorize acceptance of the proposal.
4. Funds are available in account number 101-101-17200-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Dr. Rik Stevenson to facilitate cultural competency sessions.
2. The City Council does hereby authorize the City Manager to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2021.

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

ATTACHMENTS:

Staff Report

Contract

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

## STAFF REPORT

Date: June 15, 2021

Subject: Cultural Competency

From: Kim Oostindie, Director of Human Resources

Meeting Date: July 06, 2021

---

### **RECOMMENDATION:**

It is recommended the City Council authorize acceptance of a proposal from Dr. Rik Stevenson to facilitate cultural competency sessions with employees and community members.

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

As noted in the City's Civil Rights Policy adopted by City Council on March 15, 2021 via resolution 26938, Wyoming has a strong commitment to and continuing practice of treating all persons with dignity, respect and courtesy, and with equal and fair treatment regardless of race, religion, origin, age, sex, gender, height, weight, marital status, genetic information, familial status, mental or physical disability, or other reason prohibited by law.

The City of Wyoming envisions a "diverse, strong, and authentic community where all individuals have the opportunity to thrive." This vision is aspirational. It appreciates the rich diversity of the community's people, who originate from many nations, speak various languages, practice different faiths, have a spectrum of financial means, experience differing genders and sexuality, may be single or in relationships, exhibit varying physical characteristics, and have varying aptitudes and abilities. Wyoming foresees a community in which all individuals enjoy their cultural heritages but unite in ensuring opportunities for all to thrive.

A key and effective component to ensuring the City's staff knows and models the expectations in the areas of diversity, equity, and inclusion (DEI) has been and continues to be training and education. Since 1991, the City has held mandatory training sessions which have included a variety of topics related to DEI. This training has been conducted by outside facilitators in coordination with human resources staff.

### **DISCUSSION:**

Dr. Rik Stevenson recently facilitated cultural competency sessions for City staff members as well as community members. We received overwhelming positive feedback from those who attended these sessions and we would like to move forward with offering additional sessions in order to ensure that all full-time and possibly some part-time employees have attended a session. The City Manager and City Council may be interested in holding additional sessions for community members.

We requested and received a proposal from Dr. Stevenson to facilitate these sessions. Dr. Stevenson provided a rate of \$180 per session plus travel expenses. It is estimated there will be 24 sessions with current, future employees, and community members over approximately the next year.

**BUDGET IMPACT:**

It is estimated that the additional sessions completed over the next year will total approximately \$7,700 and funds have been budgeted in FY 2022 account number 101-172-17200-801000.

Attachments:

Proposal

Professional Services Agreement



**Robert L. Stevenson. Jr, PhD**

drrik@mac.com

616-780-0749

**Cultural Competency Workshop Proposal**

June 21, 2021  
City of Wyoming  
A Michigan municipal corporation  
1155 28th Street SW Wyoming, MI 49509  
Wyoming City Manager

Attention Mr. Holt,

24 Cultural Competency & Diversity Workshops

1 Out of State Travel Expenses & Gov't Charges 3,380.00

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

Unit Ext. \$180.per hour

24hours x 180.00 = \$4320.00

Monday (6 hours) Employee Group A: Employee Group B:

Tuesday (6 hours) Employee Group C: Employee Group D:

Wednesday (6 hours) Employee Group E:

Employee Group F:

Thursday (6 hours) Employee Group G: Employee Group H:

Thank You!

Total Payments Balance

\$7,700.00

Robert L. Stevenson, Jr., PhD

# wyoming MICHIGAN

## STANDARD CITY PROFESSIONAL SERVICES CONTRACT CITY OF WYOMING, MICHIGAN (\$2,500 OR LESS)

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 29<sup>th</sup> Street SW  
Wyoming, MI 49509

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

"Effective Date" means \_\_\_\_\_, 20\_\_

"Professional" means: Robert L. Stevenson, Jr., Ph.D.  
[Name of professional entity]

Florida: Educational Training + Development  
[State and type of entity, e.g. corporation, limited liability company, etc.]

5499 NW 27<sup>th</sup> Place Ocala FL 34482  
[Professional's street address]

Ocala FL 34482  
[Professional's city, state & zip]

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

"Services" means: \_\_\_\_\_  
[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 to the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

\_\_\_\_\_ (Identify those the City Attorney have agreed may be waived or white listed)

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 Curtis L. Holt, City Manager

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 OF  
**Wyoming**  
MICHIGAN

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

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

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

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

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

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

B. Neither 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 [accounts payable@wyomingmi.gov](mailto:accounts payable@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 Warranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

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

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

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

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

17. Insurance

**COMMERCIAL GENERAL LIABILITY**

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate Limit

Coverage shall include the following: (A) Contractual Liability, (B) Independent Contractors Coverage, (C) Broad Form General Liability Extensions or equivalent, if not already included, (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY INSURANCE**

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

**WORKERS' DISABILITY COMPENSATION**

Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

**PROFESSIONAL LIABILITY INSURANCE**

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

**EXCESS/UMBRELLA INSURANCE**

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

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

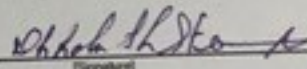
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least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

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

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

**ACKNOWLEDGEMENT**

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



Robert L. Stevenson, Jr. D.L.D.

(Printed Name and Title of Person Signing)

(Printed Name of Professional)

Date signed: 06/21/2021

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF EQUIPMENT FOR THE  
FIRE DEPARTMENT TO TRANSITION TO A NEW DISPATCH SYSTEM

WHEREAS:

1. The Kent County Dispatch Authority 800 MHz radio system replaced an outdated analog system and joins the statewide radio system operated by the Michigan Public Safety Communications System.
2. As detailed in the attached staff report, additional equipment is needed for the City of Wyoming to transition to the new system in the total estimated amount of \$29,201.12.
3. Funds for the purchases will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the additional equipment.
2. The City Council does hereby approve the attached budget amendment.
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 for the purchase of pager base radios.

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 July 6, 2021.

ATTACHMENTS:  
Staff Report  
Budget Amendment

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

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

## STAFF REPORT

Date: June 22, 2021  
Subject: 800 MHz Radio Equipment  
From: Dennis Van Tassell, Deputy Fire Chief  
Meeting Date: July 6, 2021

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### **RECOMMENDATION:**

It is recommended the City authorizes the purchase of the remaining equipment needed for the Fire Department to finalize completion of the 800 MHz radio transition initiated by the Kent County Dispatch Authority (KCDA).

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

This project is paramount to the public safety of every resident and traveler into the City of Wyoming. Although the project was initiated by the KCDA, certain infrastructure and department specific equipment was necessary to fully keep the community safe. The funding requested will upgrade the Fire Department to function properly with the new communication system.

### **DISCUSSION:**

After several years of project coordination and storage of equipment, the KCDA transitioned their county wide radio communication system to the 800 mhz. system. During the transition period, the amount of equipment needed, requested, and upgrades changed frequently. Now that the transition has fully occurred, the Wyoming Fire Department has several areas of need to function within this system. The additional areas of need are: radio batteries, wireless radio headsets, pager base radios, blue tooth microphones, pager base, and Bluetooth tags. These items were unable to be forecasted until the system went online and the full costs have just now need revealed. We've identified the following equipment as needed to facilitate the transition to 800 MHz.

**Batteries:** The original batteries were purchased previously by the KCDA, and some have since gone bad due to storage issues. The department needs 30 additional batteries. Cost: \$2,100.00 This pricing is from the KCDA through Motorola.

**Wireless Radio Headsets:** Fire apparatus need wireless headsets to stay NFPA compliant: The department needs to upgrade 7 vehicles. Cost: \$3,115.00 This pricing is through Drew Wireless through Motorola and Firecom standards.

**Pager Base Radios:** Each station uses a base radio for its paging system. In addition, each station needs antennae and infrastructure upgrades to use the new system. The department needs to upgrade four stations. Cost: \$20,456.12 This pricing is through Tele-Rad and KCDA contract costs.

Bluetooth Microphones: Bluetooth microphones are utilized for mobility and incident command functions. They are substantially cheaper than radios. The department needs five Bluetooth microphones. Cost: \$1,480.00 This pricing is through Radio-Parts and Motorola.

Pager Base: The department utilizes a pager base to notify off-duty personnel for response. The department needs to purchase one pager base. Cost: \$450.00 This pricing is through Drew Wireless under KCDA pricing.

Bluetooth Tags: Each self-contained breathing apparatus (SCBA) uses the blue tooth technology to communicate with personnel radios when inside fire buildings. The department needs to upgrade the SCBA with Bluetooth tags. Cost: \$1,600.00 This pricing is through MSA as proprietary.

The department is requesting funding for these necessary communication upgrades. The equipment and facility upgrades will be coordinated vendors from the original KCDA bid for the communication project.

The total project need is \$29,201.12.

**BUDGET IMPACT:**

The total project need is \$29,201.12. This funding will come from 101-337-33900-975.000, upon budget amendment approval.



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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
FLEET REPLACEMENT VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of thirteen replacement vehicles from Signature Ford using Macomb County contract, one bucket truck from Altech using MIDEAL contract, five pieces of equipment from Michigan CAT using Sourcewell pricing, five vehicles from Berger Chevrolet using MIDEAL contract, two trucks from West Michigan International using Sourcewell contract and two salt spreaders and plows from Knapheide using MIDEAL contract in the total estimated amount of \$1,576,211.84.
2. Funds for the purchase are budgeted in the account numbers 662-441-58500-985.000, 662-441-58500-987.000, 101-305-31000-975.000 and 101-337-33900-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorize the purchase of thirteen replacement vehicles from Signature Ford using the Macomb County contract, one bucket truck from Altech using the MIDEAL contract, five pieces of equipment from Michigan CAT using Sourcewell pricing, five vehicles from Berger Chevrolet using MIDEA contract, two trucks from West Michigan International using Sourcewell contract and two salt spreaders and plows from Knapheide using MIDEAL contract in the total estimated amount of \$1,576,211.84.
2. The Wyoming 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 July 6, 2021.

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

ATTACHEMENTS:

Staff Report

2021-2022 Fleet Services Summary

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

## STAFF REPORT

Date: June 28, 2021  
Subject: Fleet Replacement Vehicles and Equipment 2022 Fiscal Year  
From: Ted Seil, Fleet Supervisor  
Meeting Date: July 6, 2021

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### **RECOMMENDATIONS:**

It is recommended that the City Council authorize the purchase of thirteen replacement vehicles from Signature Ford using Macomb County contract #71-15-A.6, one bucket truck from Altech using MIDEAL contract #071B7700167, five pieces of equipment from Michigan CAT using Sourcewell Pricing contract #032119-CAT, five vehicles from Berger Chevrolet using MIDEAL contract #071B7700177, two trucks from West Michigan International using Sourcewell Purchase contract #060920-NVS, and two salt spreaders and plows from Knapheide using MIDEAL contract #071B7700087.

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

The replacement of equipment and vehicles will allow the City to continue to provide high quality service to all residents of the community. The replacement equipment and vehicles meet the latest environmental Tier 4 requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption. Utilizing cooperative purchasing agreements saves staff time and expense.

### **DISCUSSION:**

Fleet Services utilizes cooperative purchasing agreements when possible to purchase vehicles and equipment. It is recommended that thirteen vehicles be purchased through Signature Ford using the Macomb County contract #71-15-A.6 in the amount of \$459,369.00; one bucket truck from Altech using the State of Michigan MIDEAL contract #017B7700167 in the amount of \$151,888.00; five pieces of equipment from Michigan CAT using Sourcewell Purchasing Agreement contract #032119-CAT in the amount of \$318,915.52 (trading in the retired roller and utilizing the buyback agreement on the four backhoes); five vehicles from Berger Chevrolet using MIDEAL contract #071B7700177 in the amount of \$116,926.00; two plow trucks from West Michigan International using Sourcewell pricing contract #060920-NVS in the amount of \$179,415.32; and two salt spreaders and plows from Knapheide using MIDEAL contract #071B7700087 in the amount of \$349,698.00, for a total of \$1,576,211.84.

All City vehicles and equipment have a life expectancy based on total time in service, cumulative running hours, or odometer. These vehicles or equipment have reached that point. Each year during budget development staff evaluate fleet vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding the replacement of equipment. A detailed list of new or replacement vehicles and equipment follow this report.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Vehicle Account 662-441-58500-985.000, Motor Pool Capital Outlay Equipment Account 662-441-58500-987.000, Detective Bureau Capital Outlay Account 101-305-31000.975.000 and Fire Fighting Capital Outlay Account 101-3377-33900-985.000.

## 2021-2022 Fleet Services Depreciation Reserve Summary Vehicles & Equipment

Vehicle/Equipment Unit Number	In Service Date	Miles / Hours at Replacement	Reason for Replacement	Purchase Price	Vendor
<b>Car Fire</b>					
New Vehicle	N/A	N/A	New to Fleet	28,658.00	Signature Ford
<b>Pick Up Trucks</b>					
390-001	2/1/2010	71004	Years	41,332.00	Signature Ford
274-001	7/1/2014	48047	Years	36,773.00	Signature Ford
267-001	1/21/2013	58781	Years	27,871.00	Signature Ford
324-000			Adding Vehicle back into fleet	31,841.00	Signature Ford
<b>Backhoe</b>					
560-001	1/17/2017	2731	Buy Back Agreement	72,464.76	Michigan CAT
561-002	1/17/2017	2785	Buy Back Agreement	72,464.76	Michigan CAT
562-002	1/17/2017	1637	Buy Back Agreement	74,602.24	Michigan CAT
563-002	1/17/2017	2301	Buy Back Agreement	72,464.76	Michigan CAT
<b>Roller</b>					
607-001	12/31/1992	2239	Years	26,919.00	Michigan CAT
<b>Police Cruisers</b>					
001-003	12/01/2016	112005	Years / Miles	40,950.00	Berger Chevrolet
003-002	1/17/2017	98114	Years / Miles	36,254.00	Signature Ford
024-002	11/1/2016	90641	Years / Miles	36,254.00	Signature Ford
027-002	7/25/2016	75248	Years / Miles	36,254.00	Signature Ford
058-002	4/17/2017	96651	Years / Miles	36,254.00	Signature Ford
059-001	3/23/2017	94677	Years / Miles	36,254.00	Signature Ford
088-003	10/1/2015	99978	Years / Miles	36,254.00	Signature Ford
Back up unit	N/A	N/A	Stock unit	36,254.00	Signature Ford
<b>Police Detective</b>					
107-001	9/19/2011	79809	Years	18,994.00	Berger Chevrolet
108-001	9/19/2011	60945	Years	18,994.00	Berger Chevrolet
109-001	9/15/2011	51596	Years	18,994.00	Berger Chevrolet
New Vehicle			New to Fleet	18,994.00	Berger Chevrolet
<b>Police Prisoner Van</b>					
071-808	5/28/2009	7050	Years	39,116.00	Signature Ford
<b>Bucket Truck</b>					
605-001	2/1/2010	94888	Years / Hours	151,888.00	Alltech
<b>Plow Truck / Salt Spreader</b>					
537-000	7/29/2004	86345 / 7046	Years / Hours	89,707.66	West Michigan International
Salt Spreader and Plow	20-25 years old		Years / parts no longer available	174,849.00	Knapheide
538-000	7/29/2004	84569 / 6750	Years / Hours	89,707.66	West Michigan International
Salt Spreader and Plow	20-25 years old		Years / parts no longer available	174,849.00	Knapheide
<b>Total</b>				1,576,211.84	

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

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE  
PURCHASE OF LIQUID SODIUM HYPOCHLORITE (BLEACH)

WHEREAS:

1. On April 19, 2021, City Council adopted Resolution number 26977 authorizing the purchase of liquid sodium hypochlorite (bleach) from Alexander Chemical Corporation using the City of Grand Rapids cooperative bid at a cost of \$156.67 per ton or \$0.7849 per gallon.
2. As detailed in the attached staff report, Alexander Chemical is requesting a temporary price increase to the current contract at a cost of \$205.58 per ton or \$1.03 per gallon.
3. Funds for the purchase are budgeted in account numbers 591-591-55300-740.000 (WTP) and 590-590-54300-740.000 (CWP).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a change order for the purchase of liquid sodium hypochlorite (bleach).

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 July 6, 2021.

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

ATTACHMENTS:

Staff Report

Letter

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

## STAFF REPORT

Date: June 28, 2021

Subject: Temporary Price Increase for Liquid Sodium Hypochlorite (Bleach)

From: Jon Burke, Clean Water Plant Superintendent

Meeting Date: July 6, 2021

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### **RECOMMENDATION:**

It is recommended the City Council accept the temporary price increase to the current bid price from the Grand Rapids Bleach Consortium for Liquid Sodium Hypochlorite from Alexander Chemical Corporation at a cost of \$205.58 per ton or \$1.03 per gallon.

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

The ability to properly disinfect the drinking water supply during and after treatment to protect the public health is the cornerstone of the water treatment process. This provides a measure of protection that retains the trust of our customers. Sodium Hypochlorite is used at the Clean Water Plant to control odors associated with the biological process. This application ensures the Clean Water Plant remains a good neighbor.

### **DISCUSSION:**

The Grand Rapids Bleach Consortium has accepted and awarded contracts for the purchase of sodium hypochlorite. The original bid was received by the City of Grand Rapids as part of the 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 this program for over 15 years.

The approved price for the current bid was \$156.67 per ton or \$0.7849 per gallon. The new cost will be \$205.58 per ton or \$1.03 per gallon.

Alexander Chemical is requesting a temporary price increase to the current contract for several reasons. In early 2020, the COVID-19 pandemic caused manufacturers to reduce the production of caustic soda, which is one of the products used to make sodium hypochlorite. Later in the year, six hurricanes in the Gulf of Mexico caused several bleach producing facilities to shut down. The problems have continued into 2021 when the Gulf experienced a late winter freeze, and another manufacturer shut down three more bleach-producing facilities. Until the global economy starts to improve and create more demand for caustic soda, there likely will not be an improvement in the production of sodium hypochlorite bleach. This pricing could potentially last for two years or longer.

The unexpected cost increase for the Clean Water Plant could be \$8,300 annually and the Water Treatment Plant projected increase could reach \$58,000.

**BUDGET IMPACT:**

Adequate funds were budgeted in accounts 591-591-55300-740.000 (WTP) and 590-590-54300-740.000 (CWP) but if the increase lasts long enough, a budget amendment may be needed at some point during the fiscal year.

# ALEXANDER

ALEXANDER CHEMICAL CORPORATION

Kelly Criner  
Buyer, Purchasing  
City of Grand Rapids  
300 Monroe Avenue NW, Suite 720  
Grand Rapids, MI 49503

RE: Alexander Bleach Increase Request

Dear Kelly,

Two very basic products that we purchase to make Bleach are Chlorine and Caustic Soda. Although their individual price and availability history is different, they each react to what is happening commercially with the other product, because they both come out of a Chlor-Alkali plant together. Nothing else is produced in a Chlor-Alkali plant but these two products. When one has market issues, the other is affected and vice-versa. Ratio wise, 1 ton of Chlorine is produced, alongside 1.1 tons of Caustic always. This is not a variable; it is a constant.

The past year and a half have been devastating for the Chlor-Alkali trade. In early 2020, Covid 19 laid claim to a lot of global demand destruction in the consumption of goods. Thus, manufacturing dialed back their appetite for Caustic Soda. Buyers were not there for offtake of product. From March 2020 - August 2020, operating rates for Chlor-Alkali plants were reduced from 89% to 60%. This action reduced the number of Caustic producers had in inventory, but it also cut back the amount of merchant Chlorine that was available for sale. Chlorine demand did not, and has not dropped from pre pandemic levels, so with a 20% reduction in the amount of Chlorine now available, demand was well exceeding supply. Chlorine suppliers could not generate more Chlorine because they could not find buyers for the Caustic.

If things were not already bad enough, along came 6 named major Hurricanes into the Gulf during the late summer months of 2020 where 75% of the Chlor-Alkali plants are located. One after the other was closed with Hurricane damage and we again had a reduction in overall Chlor-Alkali output, industry wide. These events lasted well into early November, and still, no growing demand for Caustic was seen so operating rates were still at or near 60-65%. One plant alone that went offline, the Axiall/Westlake Lake Charles LA site, is accountable for 15% of all Chlorine production in the US, so without it online, we were all hurting. Many Force Majeure letters or Order Control letters were sent out to customers by the producers so they could manage what little inventory that they had, due to the Hurricanes.

There was hope that going into the new year (2021), things would improve regarding production, but two new issues took hold. The first being the late winter Gulf freeze (Uri) and the second being Olin's scuttling of three plants. Uri shut down, once again, almost all the Gulf coast Chlor-Alkali plants for well over a week and it took in some cases, more than two weeks to get back online. Inventories were again impacted and once again, Force Majeure letters were sent out as inventories were hit hard again. Concurrently, Olin determined that they were idling three of their Chlor-Alkali plants. One in Freeport TX was previously announced to go down permanently late in 2020. Two more in Plaquemine LA and MacIntosh AL were idled in Q1 2021. The net cutback to overall Chlor-Alkali output in the US was now negatively impacted by greater than 650 metric tons at these 3 sites, somewhere between 6-8% of overall capacity.

7593 South First Road La Porte, IN 46350  
Telephone: (219) 393-5558 Toll Free: (800) 348-8827 Fax: (219) 393-5364

# ALEXANDER

ALEXANDER CHEMICAL CORPORATION

With no new Chlor-Alkali output coming online from new production plants anytime soon, there remains a gap between demand and supply for both Chlorine and Caustic. The Caustic deficit will get some relief late this year when Shin-Tech comes online with their new plant in Plaquemine LA (250 metric tons/yr.), but it does nothing for Chlorine as all the Chlorine they produce will go directly into the vinyl's portfolio part of their business.

YTD, we have had an average Chlorine cost increase of \$230 ton (210%) from our suppliers and \$250/DST (60%) on Caustic. The increases are unavoidable on our end as product is on order control from our suppliers due to the limited output. Although our supply has been very limited at times, our supply partners have worked with us to try and keep us with enough product, but it is a struggle and premium in cost as you can see.

The underlying issue of a lack of Global economic growth still hampers the recovery of the Chlor-Alkali units in North America. Without any significant demand growth for Caustic, there can be no increase in the operating output levels of the Chlor-Alkali plants. Fewer plants just reduce the overall output.

As can be seen in one of the attachments, Chlorine and Caustic pricing is expected to remain close to where it is today for at least another 24 months. We are just ahead of the 2021 Hurricane season and the Chlor-Alkali trade is in no way prepared to deal with the possible devastation that could occur in the Gulf again.

Alexander Chemical is sitting at a net loss on the bleach being sold to Grand Rapids Bleach Consortium at more than 32K currently. We cannot continue down this path as it is devastating to our business. For this reason, we are asking for your help until the market stabilizes and pricing comes back in line. We are needing to raise your current delivered bleach price to **\$1.03/Gallon effective July 1<sup>st</sup>, 2021**, to get back to a break-even state.

I am hoping with all the data we have shared that we can come to an agreement on this and move forward as Alexander Chemical views the Grand Rapids Bleach Consortium as a long-term partner moving forward. I look forward to your response and servicing you for many years to come.

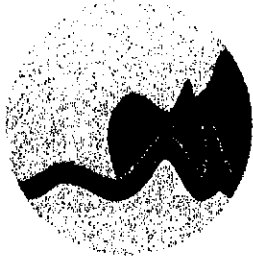
Regards,

*Robert Davidson*

Robert G. Davidson

President - Alexander Chemical Corporation

PURCHASING



CITY OF GRAND RAPIDS

### Change Order to Contract

**Date:** June 24, 2021

**Vendor:** Alexander Chemical Corporation  
7593 S First Road  
LaPorte, IN 46356

**Department:** ESD, LMFP

**Contract Number:** MA #233 21000166

**Contract Title:** Bulk Chemicals, Liquid Sodium Hypochlorite

**Term Contract Change:** XX

**Contract Expiration:** April 12, 2022

**Bid File Number:** 885-40-49

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**Vendor Note Change as Follows:**

**Temporary Pricing Increase effective July 1, 2021:**

1. Ton Liquid Sodium Hypochlorite

Year 1 -- effective 7/1/21  
\$205.58/Ton  
\$1.03/Gal.

All other terms, conditions, requirements, specifications remain in full force and effect.

---

Purchasing Buyer: Kelly Criner

cc: Department  
Bid Pack

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

RESOLUTION TO ACCEPT A PROPOSAL FROM CENTRALSQUARE TECHNOLOGIES LLC,  
FOR CONSULTING AND TECHNICAL SERVICES TO MIGRATE THE  
WATER TREATMENT PLANT ASSET MANAGEMENT PROGRAM AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept a proposal from CentralSquare Technologies, LLC for consulting and technical services to migrate the Water Treatment Plant asset management program to CentralSquare Enterprise Asset Management in the total estimated amount of \$37,980.00.
2. Funds are budgeted in the Water Treatment Plant account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from CentralSquare Technologies, LLC for consulting and technical services to migrate the Water Treatment Plant asset management program.
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 July 6, 2021.

ATTACHMENTS:

Staff Report

Contract/Proposal

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

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

## STAFF REPORT

Date: June 28, 2021

Subject: Asset Management Migration

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 6, 2021

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### **RECOMMENDATION:**

It is recommended the City Council approve the proposal provided by CentralSquare Technologies for consulting and technical services to migrate the Water Treatment Plant asset management program to CentralSquare Enterprise Asset Management for the estimated amount of \$37,980.00.

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

Regular and proper upkeep of utility equipment and infrastructure contributes to their longevity, efficiency, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant. This starts with a proper asset management program that provides greater visibility into asset utilization, maintenance, and costs.

### **DISCUSSION:**

Asset management is the formalization of proper upkeep and replacement planning of infrastructure which ensures the quality of service in the future. It allows for the tracking, managing, and analyzing of equipment and infrastructure throughout their life cycle which maximizes asset life, optimizes operation, and reduces cost. The Water Treatment Plant currently utilizes the asset management software MP2 which has made no advances or improvements since 2007. The software is outdated and has limited functionality.

Therefore, a proposal was requested from CentralSquare Technologies for consulting and technical services to migrate the Water Treatment Plant asset management program from MP2 to CentralSquare Enterprise Asset Management (EAM). Included in the scope of work is the analysis of the current system, migration of legacy historical records including equipment data, inventory, and work orders from MP2 to EAM, configuring and implementing the EAM interface, and instructor-led admin and end-user training for plant staff. Both the Clean Water Plant and Public Works have been utilizing CentralSquare EAM since implementation in 2018 so migrating the Water Treatment Plant to this platform aligns all three.

### **BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Water Treatment Plant Account #591-591-57300-986.444.

# CITY OF Wyoming MICHIGAN

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

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

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

Contractor means: CentralSquare Technologies, LLC  
(Name of contracting entity)  
A Delaware Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
1000 Business Center Dr  
(Contractor's street address)  
Lake Mary, FL 32746  
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: June 9, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

### TERMS AND CONDITIONS

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

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

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. 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: \_\_\_\_\_, 20\_\_

Approved as to form:

Scott G. Smith, City Attorney

CentralSquare Technologies, LLC

Designated by:  
By: Dan Maier  
(Typed/Printed Name & Title of Person Signing for Contractor) CRO

(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 6/23/2021, 20\_\_

CITY OF  
**Wyoming**  
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

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

A. Contractor and Contractor'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. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, 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 rules, regulations, orders, directives and guidance issued pursuant to those statutes.

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

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor'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 Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will 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), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting 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 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's

personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor 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's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSUREDS</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

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

## EXHIBIT B



Quote prepared on:

June 09, 2021

Quote prepared by:

Keegan Wetzel

keegan.wetzel@centralsquare.com

Quote #: Q-34582

Quote expires on: September 08, 2021

Quote prepared for:

Daniel Kleinheksel

City of Wyoming

2350 Ivanrest Ave SW

Grandville, MI 49418

(616) 261-3524

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

**WHAT SERVICES ARE INCLUDED?**

DESCRIPTION	TOTAL
Public Administration Consulting Services - As Incurred	8,280.00
Public Administration Data Conversion Services - As Incurred	14,400.00
Public Administration Project Management Services - As Incurred	6,300.00
Public Administration Technical Services - As Incurred	5,400.00
Public Administration Training Services - As Incurred	3,600.00
<b>Services Total</b>	<b>37,980.00 USD</b>

**QUOTE SUMMARY**

**Services Subtotal**                      37,980.00 USD

**Quote Total**                              37,980.00 USD

**WHAT ARE THE RECURRING FEES?**

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)



Quote prepared on:

June 09, 2021

Quote prepared by:

Keegan Wetzel

keegan.wetzel@centralsquare.com

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

#### BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)



Quote prepared on:

June 09, 2021

Quote prepared by:

Keegan Wetzel

keegan.wetzel@centralsquare.com

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## PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_

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**MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)**

## Implementation Statement of Work

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### Project: City of Wyoming MI, Enterprise Asset Management (EAM), Water Treatment Plant Implementation

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

#### Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

#### Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

#### Functional Groups

The project is to be implemented for the Drinking Water Treatment Plant functional groups:

- Operations
- Maintenance
- Warehouse

#### Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

#### Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

**Initiation:** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

**Planning:** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

**Monitor and Control:** Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

**Project Close Out:** The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

### ***Implementation Methodology***

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

### ***Analysis:***

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
Business Process Review	Workshop meetings with different areas of EAM reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within EAM.
Workflow setup	The consultant will use a work-booking process to gather the required inputs for all possible workflow combinations within the Work modules. Categories help organize work by organizational division and asset type, Problems define the reason work is being done, Tasks identify the actions taken and Causes capture the reason the Problem occurred.
Data Migration Mapping	The process of mapping fields from a legacy system to a comparable field in the new CentralSquare system. This could also refer to mapping legacy codes to new codes setup in the new application.

### ***Configuration:***

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

Major Task	Description
The Work-Booking Process	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
System Configuration	The consultant will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
Vertical Assets	A workbook process will be used to gather all vertical assets to be loaded into EAM. Hierarchy definitions by plant process and / or facility location will be assigned through this process to allow for easy drill-down navigation of the assets. The EAM Import & Update tool will then be used to load the vertical assets and hierarchy relationships into the respective modules.
Configuration Validation	The consultant will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements.
Admin Skills Workshop	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

**Admin Skills Workshops:**

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
System Admin Training	1	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update	Remote

**Data Conversion:**

The data conversion process is a one-time import of data from the customer's current systems of record into EAM. The Import & Update tool is used for loading data into the EAM from ODBC, OLE, ASCII-delimited text, and XML sources. CST will evaluate data for suitability for migration and make recommendations to the City as to how legacy historical data may be imported into the EAM system. This shall include providing training, data mapping assistance and templates for the purposes of migrating existing data into EAM. City staff will be responsible to migrate legacy historical data into EAM.

Data Types To be Converted	Definition of Data Types
Work Orders	<i>Legacy work order data from the customer's current system of record (MP2). Generally, this data represents the detailed tracking of work tasks, organizational assignments, resource cost tracking, and asset / location information.</i>
Preventive Maintenance	<i>Legacy preventive maintenance schedule information from the customer's current system of record (MP2). Generally, this data includes scheduling frequency parameters, work tasks, organizational assignments and asset / location information.</i>
Warehouse	<i>Legacy warehouse and parts inventory information from the customer's current system of record (MP2). Generally, this data represents the detailed tracking of parts inventory costing and on-hand quantities in specific warehouse locations.</i>

*Integration / Interfaces:*

Integrations are addressed on a case-by-case basis; we develop Integration Design Documents that define how systems should communicate and share information. These documents are used to prepare detailed scopes to develop, test, and implement designed integrations based on the City's defined requirements. Integrations and/or Interfaces contracted for this project include:

Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
SCADA Import	Equipment Hourmeter Runtime	Daily / Weekly / Monthly / As needed	Import	EAM Import & Update

*Testing:*

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured EAM meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

*Training:*

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

*End-User Training*

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
Overview Training	1	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
Work Requests	1	Instructor-led Training	System Administrators SMEs	Customer Information Request Information	Remote
Work Orders	1	Instructor-led Training	System Administrators SMEs	Status Tracking Workflow Setup Resource Tracking Assets / Locations	Remote
Assets	1	Instructor-led Training	System Administrators SMEs	Attribute editing	Remote
Asset inspections / Readings	1	Instructor-led Training	System Administrators SMEs	Condition Assessment Readings / Monitoring	Remote

*Deployment:*

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.



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

RESOLUTION TO ACCEPT A PROPOSAL FROM WEBSTER ENVIRONMENTAL ASSOCIATES, INC. (WEA) FOR AN ODOR CONTROL STUDY AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Webster Environmental Associates has provided the City with a proposal for an odor control study of the Headworks and GVRBA odor control system at the Clean Water Plant at a total estimated cost of \$15,000.
2. It is recommended the City Council accept the proposal.
3. Funds are available in the Clean Water Plant account #590-590-54300-801.000 and GVRBA account #590-590-54300-801.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Webster Environmental Associates for an odor control study of the Headworks and GVRBA odor control system at the Clean Water Plant.
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 July 6, 2021.

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

ATTACHMENTS:

Staff Report

Standard City Professional Service Contract

Proposal

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

## STAFF REPORT

Date: June 28, 2021

Subject: Odor Control Study

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 6, 2021

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### RECOMMENDATION:

It is recommended the City Council award the proposal provided by Webster Environmental Associates in the amount of \$15,000.00 for an odor control study of the Headworks and GVRBA odor control systems at the Clean Water Plant.

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

The Clean Water Plant has four odor control scrubbers used to remove foul-air contributors such as hydrogen sulfide gas from wastewater treatment systems and biosolid storage tanks. One such scrubber is over twenty years old and three are over fifteen years old. This equipment has become very labor-intensive to maintain and inefficient in its operation. It is necessary to improve these systems to keep repair and operation costs low while maintaining suitable air quality at the Clean Water Plant and for the surrounding community.



Therefore, Webster Environmental Associates (WEA), who specializes in odor control, was contacted for a proposal to evaluate the odor control scrubbers and provide recommendations to make the scrubbers more dependable or replacing them with new technology to improve reliability and efficiency. Webster Environmental Associates is very familiar with the Clean Water Plant as they were a subconsultant for Fishbeck while assisting with design and specifications for the Biofilter Odor Control Project at the Clean Water Plant in 2018. It is prudent to work with Webster Environmental Associates for this study due to their expertise in odor control and prior experience with the plant. Moreover, working directly with them will eliminate the consultant fee we would incur if Webster were to be contracted through an engineering firm.

**BUDGET IMPACT:**

Adequate funds are available in the Clean Water Plant Account #590-590-54300-801.000 and GVRBA Account #590-590-54800-801.000.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

"Effective Date" means: May 6, 2021.

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

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

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

"Contractor" means: Webster Environmental Associates, Inc.  
(Name of contracting entity)  
A Kentucky Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
13121 Eastpoint Park Blvd., Suite E  
(Contractor's street address)  
Louisville, KY 40223-4164  
(Contractor's city, state & zip)

**TERMS AND CONDITIONS**

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

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

None.

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

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

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

CITY OF WYOMING

Webster Environmental Associates, Inc.

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

By: Bruce Koetter  
(Signature officer, director or principal of Contractor)  
Bruce Koetter, President  
(Typed/Printed Name & Title of Person Signing for Contractor)

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

Date signed: May 11, 2021

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

Approved as to form:

Scott G. Smith  
Scott G. Smith, City Attorney

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
  - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
  - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
  - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).
7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Before beginning work, Contractor and subcontractors will return by e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form).
10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

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

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

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

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

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under the City Contract.

17. Insurance.

**COMMERCIAL GENERAL LIABILITY**

Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations

Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY INSURANCE**

Minimal Limits (hired and non-owned automobile coverage):  
\$1,000,000 per person      \$1,000,000 per occurrence

**WORKERS' DISABILITY COMPENSATION**

Minimal Limits: \$500,000 per occurrence  
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

**EXCESS/UMBRELLA INSURANCE**

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

**ADDITIONAL INSURED**

If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

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

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

**ACKNOWLEDGEMENT**

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

**EXHIBIT B**



"Defining Odor Control Engineering"

WEBSTER ENVIRONMENTAL ASSOCIATES, INC.

13121 Eastpoint Park Blvd., Suite E  
Louisville, KY 40223-4164

Tel: (502) 253-3443

Fax: (502) 253-3442

Web Site: <http://www.odor.net>

5/6/2021

• • •

Mr. Dan Kleinheksel  
Utility Maintenance Manager  
City of Wyoming, MI

Re: Headworks and GVRBA Odor Control Site Visits and Investigation

**Dear Mr. Kleinheksel,**

Webster Environmental Associates, Inc. (WEA) visited the Wyoming Clean Water Plant on September, 9, 2020 to meet with you and other City representatives and to investigate the condition of the chemical scrubber at the headworks facility. At this meeting I told you I would submit a proposal to evaluate the scrubber and provide recommendations for either making it more dependable or replacing it with something that requires less operator attention. Our proposal was submitted to you on 9/28/20.

Subsequently, I received your 3/8/21 email (attached) in which you asked if we could provide a price to also evaluate the GVRBA chemical scrubbers. This letter is our proposal for the tasks listed below:

- Original site visit conducted on 9/9/20 to evaluate the chemical scrubber at the headworks facility.
- 2<sup>nd</sup> site visit to evaluate the GVRBA chemical scrubbers and gather the needed information. The headworks chemical scrubber will be re-evaluated on the 2<sup>nd</sup> visit as well.
- Conduct conversations with Evoqua, the manufacturer of the existing scrubbers, to determine means of improving reliability and decreasing maintenance requirements for the scrubbers
- Investigate and evaluate alternative odor control technologies for these applications including estimates of capital and operating costs for viable alternatives
- Preparation of a brief summary report which will present the results of our investigation and include conclusions and recommendations.

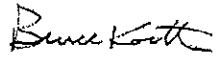
WEA proposes to complete the above described scope of work for the lump sum amount of \$15,000.

Please let me know if you have any questions and thank you for considering us for this project.

Webster Environmental Associates, Inc.

• • •

Sincerely,



Bruce Koetter, P.E.

President

Webster Environmental Associates, Inc.

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

RESOLUTION TO AWARD A PROPOSAL FROM DONOHUE & ASSOCIATES  
FOR THE HEADWORKS IMPROVEMENT PROJECT AT THE CLEAN WATER PLANT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals were received for the headworks improvement project at the Clean Water Plant.
2. It is recommended the City Council accept the lowest proposal from Donohue & Associates in the total estimated amount of \$14,900.00.
3. It is also recommended the City Council authorize 10% or \$1,490.00 for additional expenses.
4. Funds are budgeted in the sewer fund capital outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for the headworks improvement project at the Clean Water Plant to Donohue & Associates in the total estimated amount of \$14,900.00.
2. The City Council does hereby authorize 10% or \$1,490.00 of the proposal value for additional expenses.
3. 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 July 6, 2021.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: June 21, 2021  
Subject: Headworks Improvement Project  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: July 6, 2021

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### RECOMMENDATION:

It is recommended that the City Council accept the proposal from Donohue & Associates for the work outlined in the Headworks Improvement Project at the Clean Water Plant, at a cost of \$14,900 plus a contingency amount of \$1,490 for unforeseen items that may come up during the study, making a total amount of \$16,390.

### 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. Adding new and improving existing treatment equipment in the headworks building protects the downstream equipment in the facility.

### DISCUSSION:

When the headworks building was constructed in 1999, it was built with three flow channels but only two bar screens. The third bar screen was not needed at the time, but this plan allowed for future expansion without the need for a major building renovation. Due to the age of the current equipment, long shipping times on replacement parts, and increased loadings coming into the plant, the time has arrived to put the third channel into use. It makes sense to evaluate the equipment in the existing two channels at the same time to make sure they are technologically up to date.

In addition to the bar screen improvements, we will also be investigating a washer-compactor. This equipment would rinse and compact the material removed by the bar screens, theoretically reducing odors and the weight of the material that is taken to the landfill, and in turn, saving money.

A request for proposal was sent out in May for this work and several interested firms visited the plant to review the work that was discussed. RFP's were opened by the Clerk's office on June 8, 2021 at 11am. The proposals were as follows:

Donohue & Associates	\$14,900
Hubbell, Roth & Clark, Inc.	\$19,365.38
Moore & Bruggink	\$22,250
Fishbeck	\$58,600

The staff at the CWP have reviewed the proposals and after careful consideration are recommending that the City accept the proposal and enter into a contract with Donohue & Associates for the study phase of this project at a cost of \$14,900. In addition, since we are retrofitting existing structures at the plant, we are recommending an additional contingency of 10% to cover any additional expenses that may come up. Estimated final completion for this work is January 2022.

**BUDGET IMPACT:**

The cost to complete this project is \$14,900 plus a contingency amount of \$1,490, totaling \$16,390. Sufficient funds were budgeted and exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

**CLEAN WATER PLANT HEADWORKS IMPROVEMENT PROJECT 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 **Clean Water Plant Headworks Improvement Project**

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 June 8, 2021~~2~~ 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: Donohue & Associates, Inc.  
LEGAL NAME OF COMPANY

---

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

---

3311 Weeden Creek 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

---

3311 Weeden Creek Road  
STREET ADDRESS

---

Sheboygan, WI 53081  
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**

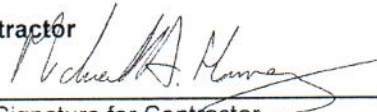
By: \_\_\_\_\_  
Jack A. Poll, Mayor

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

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

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

**Contractor**

By:   
\_\_\_\_\_  
Signature for Contractor

Michael A. Harvey - Vice President  
\_\_\_\_\_  
Printed Name & Title of Person Signing

Date signed: June 4, 2021

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

RESOLUTION TO AWARD A BID FOR THE  
CLEAN WATER PLANT MAIN BUILDING ROOF REPLACEMENT PROJECT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Clean Water Plant main building roof replacement project.
2. It is recommended the City Council accept the low bid from Certified Building Solutions in the total estimated amount of \$221,637.00.
3. It is further recommended the City Council authorize 25% or \$55,409.00 of the bid value for construction contingency.
4. Funds for the project are available in the Clean Water Plant account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Clean Water Plant main building roof replacement project to Certified Building Solutions in the total estimated amount of \$221,637.00.
2. The City Council does hereby authorize 25% or \$55,409.00 of the bid value for construction contingency.
3. 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 July 6, 2021.

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

ATTACHMENTS:

Staff Report  
Bid Proposal  
Contract

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

## STAFF REPORT

Date: June 24, 2021

Subject: Main Building Roof Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 6, 2021

---

### RECOMMENDATION:

It is recommended that City Council award the bid for the Clean Water Plant's Main Building Roof Replacement to Certified Building Solutions in the estimated amount of \$277,046.00, which includes a 25% contingency due to raw material pricing volatility.

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

The main building at the Clean Water Plant has a flat EPDM roof which was installed in 1995. The roof has outlived its 20-year life expectancy and has experienced repeated leaks over the last several years resulting in costly and frequent roof repairs. It is recommended the roof be replaced with a tapered EPDM system which will have increased insulation R-value, lowering energy costs, and will provide a positive slope for improved drainage and prevention of standing water. Additionally, the roof will carry a 20-year warranty which includes repair of leaks caused by ordinary wear and tear, manufacturing defects, or workmanship used to install the materials.



Bid specifications were made available via the City's website and a pre-bid meeting was held at the Clean Water Plant on Tuesday, June 1. Only two roofing contractors were in attendance and both submitted bids on Tuesday, June 22:

Certified Building Solutions	\$221,637.00
Great Lakes Systems, Inc.	\$294,215.00

Both bidders noted a raw material shortage and price volatility resulting in the inability to meet the project completion deadline of September 15 and hold the current raw material pricing. Although this project can wait until spring for completion, it is prudent to enter into a contract now so materials can be ordered. Due to market volatility, pricing will be evaluated at the date of order and upon receipt to ensure the City receives fair market pricing. It is recommended that a 25% contingency be added to accommodate the market fluctuations in material for an estimated project total of \$277,046.00. Certified Building Solutions has previously been awarded utility roofing projects and has performed quality installations at a fair, competitive price.

**BUDGET IMPACT:**

Adequate funds exist in the Clean Water Plant account #590-590-54400-986.444.



## Cover Letter / Clarifications

All materials/option are included in warranty for this project:

- Membrane
- Insulation
- Fasteners
- Flashings
- Edge metal ES-1
- 72 mph wind
- 20-year Full system water tight warranty
- Payment bond

Scope of work:

- Remove all roofing materials down to the deck
- Remove asbestos areas and dispose of properly
- Remove unused penetration and patch decking (flat plate steel)
- Add 6 new drains
- Add a full taper insulation system (Average R-30)
- Install new 60 mil Full force EPDM membrane
- Install anchor guard edge metal

Commencement/Duration of work:

- Upon material delivery we can commence work within 1 week
- Duration of work 30 days weather permitting

**\*\*\* CLARIFICATION:** The project commencement and pricing would be based on material availability. Most materials are 30-175 days on back order. Based on manufactures material supply chain and availability we cannot guarantee access to material or pricing. Pricing cannot be held. Pricing will change and be adjusted upon shipment date. We have all documents from the manufacture documenting pricing changes and availability. We can provide this at time of award.

**BID/PROPOSAL FORM**

**Bid/Proposal for Clean Water Plant Main Building Roof Replacement**

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

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

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

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, Dunns #: <u>00-602-2412</u>		

---

Are you, or the business owner related to any elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list name and relationship: _____		

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

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):

Certified Building Solutions

**BID/PROPOSAL FORM CONTINUED**

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State lump sum bid price as per the specifications included herein. \$ 221,637.00

State the brand/model (required): Firestone Building Products

**Unit Costs :** Unit costs for items that may be unknown at time of bid, contractors to declare the value of specific items the owner may need as a result of construction.

**Drains Reconditioning:** Price for reconditioning drains to good condition for a complete and acceptable drain for warranted roofing installation:

\$ 550.00 price installed per unit.

Reminder: All warranties must be included with bid/proposal

List three locations where bidder has installed roofing on a similar structure:

Water Treatment

Structure type Cement/Brick Address: 2350 Ivanrest Wyoming, MI

Contact Name Dan Kleinhecksel Contact Phone Number: 616-738-4957

Structure type Ottawa County Jail Address: 12130 Fillmore St. West Olive, MI

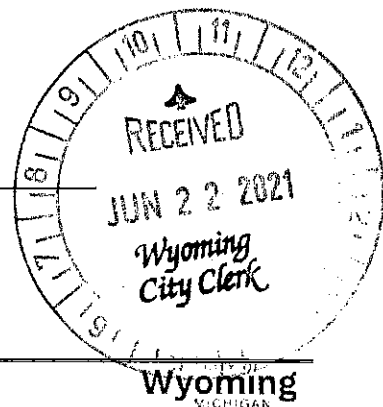
Contact Name John Shay Contact Phone Number: 616-738-4642

Structure type Boars Head Brand Address: 284 Roost Ave. Holland, MI

Contact Name Toby Benson Contact Phone Number: 231-598-2477

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Certified Building Solutions

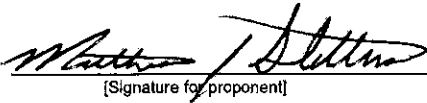


**Bid/Proposal Form Continued**

Certified Building Solutions

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

[2nd signature for proponent]

Matthew J. Stellema

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 6/22/2021

1665 Holton Rd.

[Proponent's street address]

[Proponent's business phone]

Muskegon MI 49445

[City]

[State]

[Zip]

231-206-7160

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

mstellema@certifiedbuildingsolutions.com

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

LLC

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

## CONTRACT FORM

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

**CLEAN WATER PLANT MAIN BUILDING ROOF REPLACEMENT 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 **CLEAN WATER PLANT MAIN BUILDING ROOF REPLACEMENT** 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 June 1, 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: Certified Building Solutions  
LEGAL NAME OF COMPANY

---

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

---

1665 Holton Rd.  
STREET ADDRESS

---

Muskegon MI 49445  
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**

**Contractor**

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

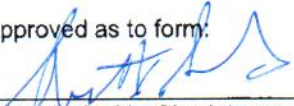
By:   
Signature for Contractor

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

Matthew J. Stellema  
Printed Name & Title of Person Signing

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

Date signed: 6-22-2021

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

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

RESOLUTION TO AWARD A BID FOR THE  
CLEAN WATER PLANT PUMP AND PIPING DEMO PROJECT AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Clean Water Plant pump and piping project.
2. It is recommended the City Council accept the lone bid from Cordes Trenching 1, Inc. in the total estimated amount of \$275,000.00.
3. It is further recommended the City Council authorize 5% or \$13,750.00 of the bid value for construction contingency.
4. Funds for the project are budgeted in the Clean Water Plant account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Clean Water Plant pump and piping demo project to Cordes Trenching 1, Inc. in the total estimated amount of \$275,000.00.
2. The City Council does hereby authorize 5% or \$13,750.00 of the bid value for construction contingency.
3. 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:

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: June 22, 2021

Subject: Pump and Piping Demo Project

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 6, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council award the Pump and Piping Demo Project bid to Cordes Trenching in the estimated amount of \$288,750.00, which includes a 5% contingency.

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

Regular and proper upkeep of city infrastructure and equipment contributes to their longevity and prevention of untimely and costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

### **DISCUSSION:**

The Clean Water Plant underwent an expansion in 2008 which included a new blower building, three aeration basins, four final clarifiers and additional improvements to correct deficiencies, modernize equipment, and ensure sufficient treatment capacity for future years. The original blower building and aeration basins were taken offline but the piping and electrical components remain, resulting in pipe leaks and maintenance concerns as they deteriorate. Rather than investing in maintenance and repair of these areas, it is prudent to remove the nonfunctioning equipment to make the areas viable for current and future plant needs.

Specifications of the Pump and Piping Demo Project include removal of nonfunctioning equipment in the original blower building which will provide needed storage space for parts, equipment, and materials currently used at the plant. Also included is removal of old equipment in the pipe gallery to provide space for a planned future effluent water system which is needed for various wastewater plant systems.

Bid specifications and drawings were sent to twenty-nine requesting companies and made available via the City's website. A pre-bid meeting was held at the Clean Water Plant on Tuesday, June 1 and three qualified contractors made site visits to review the work. On Tuesday, June 22, one bid was received from Cordes Trenching in the amount of \$275,000.00. Upon review of the bid, Cordes Trenching was found to meet the necessary bid specifications. They have performed similar work at the Clean Water Plant in the past and spent a considerable amount of time on-site reviewing the project prior to bidding. A 5% contingency is recommended for an estimated project total of \$288,750.00.

### **BUDGET IMPACT:**

Adequate funds exist and have been budgeted for in the Clean Water Plant account #590-590-54400-986.444.



Monday, June 21, 2021

To: Whom It May Concern

Re: Bid for pump and piping Demo Project

As directed by the bid, the following are enclosed for this bid package:

- Addendum #1
- Contract Form
- Bid Form

*Bobbi Barile*

Office Manager  
Cordes Trenching 1, Inc.  
7305 Baumhoff Ave NW  
Grand Rapids, MI 49544  
616-785-5290  
[Ct1inc@yahoo.com](mailto:Ct1inc@yahoo.com)

CITY OF  
**Wyoming**  
MICHIGAN

**ADDENDUM #1 - BID/PROPOSAL FOR  
PUMP AND PIPING DEMO PROJECT**

**BID DUE: 11:00 AM; TUESDAY, JUNE 22, 2021**

**ADDENDUM #1**

Due to the novel coronavirus COVID-19 pandemic, emergency rules issued by the Michigan Occupational Health and Safety Administration and emergency orders issued by the Michigan Department of Health and Human Services limit in-person work, limit attendance at gatherings, require wearing masks and 6-foot distancing at gatherings, and impose other requirements. Wyoming's Mayor issued a proclamation of a local emergency under Chapter 46 of the City Code of Ordinances.

Bidders are solely responsible for ensuring delivery by the required date and time. Bids can be hand delivered to City Hall at the City Clerk's office window in the rotunda. Entry is by the doors off the parking lot on the south side of City Hall along 28<sup>th</sup> Street SW.

Until further notice bid openings will be held virtually. A City representative will open the bids and read them on camera. For those interested in observing, a link to observe by Zoom will be available on the City of Wyoming website calendar: <https://www.wyomingmi.gov/About-Wyoming/Events>.

Initial tabulations of bids will usually be posted to the city's website within 48 hours of the bid opening. These initial tabulations will be subject to more detailed reviews of the bids for compliance with bidding requirements, reference checking, and other tasks.

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The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal.

Cordes Trenching 1, Inc.

BIDDER'S NAME

(616) 785-5290

BIDDER'S BUSINESS PHONE

(616) 490-9704

CELL PHONE OF PERSON SIGNING FOR BIDDER

ct1inc@yahoo.com

EMAIL ADDRESS OF PERSON SIGNING FOR BIDDER

Ronald Cordes

PRINTED NAME OF PERSON SIGNING FOR BIDDER

Ronald Cordes

SIGNATURE FOR BIDDER

6/21/21

DATE SIGNED

## BID/PROPOSAL FORM

### Bid/Proposal for Pump and Piping Demo Project

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

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

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

---

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, Dunns #: \_\_\_\_\_

---

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

If yes, list name and relationship: \_\_\_\_\_

---

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):

Cordes Trenching I, Inc.

**BID/PROPOSAL FORM CONTINUED**

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

\$ 275,000<sup>00</sup>

Cordes Trenching 1, Inc.  
[Proponent's Complete Business Name]

\_\_\_\_\_  
[If Proponent is DBA Include Full Proponent DBA Here]

Ronald Cordes  
[Signature for proponent]

Bobbi Barile  
[2nd signature for proponent]

Ronald Cordes, owner  
[Printed name and title of person signing]

Bobbi Barile office manager  
[Printed name and title of 2nd person signing]

Date signed: 6/20/21

7305 Baumhoff Ave NW  
[Proponent's street address]

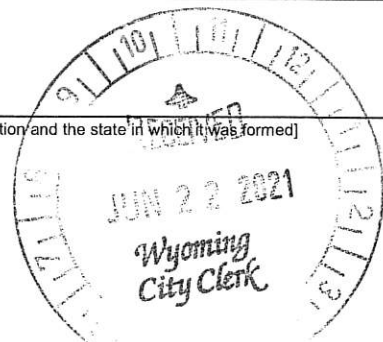
(616) 785-5290  
[Proponent's business phone]

Grand Rapids MI 49544  
[City] [State] [Zip]

(616) 490-9704  
[Cell phone number(s) of person(s) signing for proponent]

ct1inc@yahoo.com  
[E-mail address(s) of person(s) signing for proponent]

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



## CONTRACT FORM

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

**PUMP AND PIPING DEMO PROJECT 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 Pump and Piping Demo Project contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of Tuesday, June 22, 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: Cordes Trenching Inc.  
LEGAL NAME OF COMPANY

---

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

---

7305 Baumhoff Ave NW  
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

---

Grand Rapids Michigan 49544  
STREET ADDRESS 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: [Signature]  
Scott G. Smith, City Attorney

**Contractor**

By: Ronald Cordes  
Signature for Contractor

Ronald Cordes, owner  
Printed Name & Title of Person Signing

Date signed: 6/21/21

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

RESOLUTION TO AWARD A BID FOR THE  
WATER TREATMENT PLANT DEHUMIDIFICATION AND COATINGS PROJECT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Water Treatment Plant dehumidification and coatings project.
2. It is recommended the City Council accept the low bid from Allied Mechanical Services, Inc. in the total estimated amount of \$1,708,000.00.
3. It is further recommended the City Council authorize 5% or \$85,400.00 of the bid value for construction contingency.
4. Funds for the project are budgeted in the Water Treatment Plant capital account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Water Treatment Plant dehumidification and coatings project to Allied Mechanical Services, Inc. in the total estimated amount of \$1,708,000.00.
2. The City Council does hereby authorize 5% or \$85,400.00 of the bid value for construction contingency.
3. 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 July 6, 2021.

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

ATTACHMENTS:

Staff Report  
Letter of Recommendation  
Tab Sheet  
Bid Proposal  
Contract

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

## STAFF REPORT

Date: June 24, 2021  
Subject: Dehumidification and Coatings Project  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: July 6, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for the dehumidification and coatings project provide by Allied Mechanical Services with a 5% contingency for a total estimated amount of \$1,793,400.00.

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

The existing system of dehumidification is dilapidated and inefficient. Improving and modernizing this system and its equipment will limit the deleterious effect humidity has on plant equipment and infrastructure while lowering energy costs.

### **DISCUSSION:**

The water treatment plant is a humid environment by its very nature, and this humidity has harmful effects on the equipment, computers, motors, etc. that control the process. The filter pipe gallery specifically endures considerable condensation resulting in pipe and equipment corrosion. The north treatment plant's existing system uses five different industrial-sized dehumidifiers, four of which were installed in 1964, and two of those are no longer operational. The system as a whole is inefficient and prone to breakdown. It is necessary to improve the dehumidification system and repaint the filter pipe gallery to prolong the life of plant equipment and infrastructure.

On May 6, 2019, Donohue & Associates' proposal to conduct a dehumidification study at the water plant was accepted by the City Council per Resolution No. 26375. The results of the evaluation indicated a multi-unit dehumidification system with integrated controls offered the best balance of functionality, redundancy, and efficiency. On August 6, 2020, City Council accepted a proposal from Donohue & Associates per Resolution No. 26759 for dehumidification and filter pipe gallery coatings engineering and design. Donohue & Associates has since worked with plant staff to prepare contract plans, specifications, and opinion of probable construction costs for the dehumidification and coatings project.

On May 13, 2021, the contract plans were publicly advertised for competitive bid with specifications and drawings sent to forty-five requesting companies. A pre-bid meeting was held at the Water Treatment Plant on Tuesday, May 26 with twelve mechanical and coating

contractors in attendance. On Tuesday, June 22, bids from three companies that attended the pre-bid meeting were received and are as follows:

Bidder Name	Dehumidification	Filter Gallery Coatings	Total
Allied Mechanical Services, Inc.	\$1,298,000.00	\$410,000.00	\$1,708,000.00
Andy J Egan Company	\$1,475,000.00	\$445,000.00	\$1,920,000.00
DHE Plumbing and Mechanical	\$1,494,400.00	\$564,000.00	\$2,058,400.00

Upon review of the received bid documents by utility plant staff and Donohue & Associates, Allied Mechanical Services were found to meet the necessary bid specifications and were the low bidder. Allied Mechanical Services has performed quality work at the utility plants in the past and is an experienced mechanical contracting firm with an excellent reputation. Therefore, it is recommended the City Council award the bid from Allied Mechanical Services with a 5% contingency for a total estimated amount of \$1,793,400.000.

**BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Water Treatment Plant Capital Account #591-591-57300-986.444.





Donohue & Associates, Inc.  
3949 Sparks Drive SE, Suite 105 | Grand Rapids, MI 49546  
616.201.2810 | donohue-associates.com

June 24, 2021

Dan Kleinheksel  
Utility Maintenance Manager  
City of Wyoming – Water Treatment Plant  
16700 New Holland  
Holland, MI 49425

Re: Letter of Recommendation  
Donald K. Shine Water Treatment Plant  
Dehumidification and Coating Project

Dear Dan:

Pursuant to the Official Notice to Bidders, sealed bids for the above referenced Project were received at the Wyoming City Clerk's Office on Tuesday, June 15, 2021 at 11:00 a.m. local time and then publicly opened and read aloud. We have reviewed all the Bids received for the Work and have enclosed a copy of the Bid Tabulation and the low bid for your information and reference.

Three sealed bids were received. The low bid was submitted by Allied Mechanical Services, Inc. of Grand Rapids, Michigan, in the amount of \$1,298,000.00 and \$410,000.00 for the Base Bid and Alternate 1, respectively. The second low bid was submitted by Andy J Egan Company, of Grand Rapids, Michigan, in the amount of \$1,475,000.00 and \$445,000.00. Donohue's opinion of probable construction cost for the Project was \$1,499,800.00 for the base bid and \$642,700.00 for Alternate 1. The low bid was approximately 15% below our estimate. The majority of this difference is attributed to the Donohue's estimate conservatively carrying the higher of the two equipment manufacturers. Please refer to the enclosed Bid Tabulation for information on the Bidders and the bid amounts.

Allied Mechanical is a well-known contractor in the greater West Michigan area with an excellent reputation. Based on conversations with James Oudbier of Allied Mechanical on June 17th, they appear to have a solid understanding of the project and the work necessary to successfully complete it. They further indicated a high level of confidence in the subcontractor and vendors they have selected to complete the project.

Based on the information provided during the reference discussion, it is our opinion that the low bidder, Allied Mechanical Services, submitted a responsive bid and is also qualified and capable of performing the Work as specified.

We are presenting this evaluation for your review and consideration and will be pleased to answer any questions you have concerning the information provided herein.

Sincerely,

A handwritten signature in black ink that reads "TJ Bates". The signature is written in a cursive style with a large, stylized initial "TJ".

TJ Bates, P.E. – Project Manager  
Donohue & Associates, Inc.

Enclosures: Bid Tabulation  
Copy of Allied Mechanical's Bid Documents

Copy: Bob Veneklasen – City of Wyoming  
Mike Harvey - Donohue & Associates, Inc.



## CITY OF WYOMING BID OPENING TABULATION

Project Name	Donald K. Shine Water Treatment Plant Dehumidification and Coatings Project	Bid Opening Date	06/15/21
		Bid Opening Time	11:00 AM

Bidder Name	Base Bid Price	Alternate 1 Filter Gallery Coatings	Addenda Acknowledged	
			1	2
Allied mechanical Services, Inc.	\$1,298,000.00	\$410,000.00	X	X
Andy J Egan Company	\$1,475,000.00	\$445,000.00	X	X
DHE Plumbing and Mechanical	\$1,494,400.00	\$564,000.00	X	X
Engineer's Estimate	\$1,499,800.00	\$642,700.00	NA	NA

Completed By      TJ Bates - Donohue & Associates, Inc

**COPY**  
**BID/PROPOSAL FORM**

**Bid/Proposal for Donald K. Shine Water Treatment Plant – Dehumidification and Coatings Project**

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

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

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

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, Dunns #: <u>10-163-3808</u>		

---

Are you, or the business owner related to any elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list name and relationship: _____		

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):  
Allied Mechanical Services, Inc.

BID/PROPOSAL FORM CONTINUED

COPY

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/21/2021</u>
<u>2</u>	<u>6/10/2021</u>
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

LUMP SUM BID PRICE: (\$ 1,298,000.00 )  
(figures)

one million two hundred ninety eight thousand  
(words) dollars.

Reminder: All warranties must be included with bid/proposal

ALTERNATES: Include the following alternates as described in Section 01 23 00:

<p>Alternate 1 – Filter Gallery Coatings</p> <p>Add <u>four hundred ten thousand</u> Dollars (words)</p> <p>\$ <u>410,000.00</u> (figures)</p>
--

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Allied Mechanical Services, Inc.

**COPY**

Allied Mechanical Services, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]



[2nd signature for proponent]

Steve Huizinga, President

[Printed name and title of person signing]

Rich Wackerle, Branch Manager

[Printed name and title of 2nd person signing]

Date signed: 6/15/2021

3860 Roger B Chaffee Memorial Dr. SE

[Proponent's street address]

(616) 669-4800

[Proponent's business phone]

Grand Rapids MI 49548

[City]

[State]

[Zip]

(616) 607-4555

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

joubier@alliedmechanical.com

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

Corporation

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

**COPY**

**SUBCONTRACTOR LISTING**

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

1. Electrical Parkway
2. Enclosures EV
3. Coatings Murray
4. Tcc controlNet
- 5.

\*\*Munters lead time is 30 weeks.

**COPY**

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

---

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc, PO Box 2587, Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Wyoming, 1155 28th Street SW, Wyoming, MI 49509 , as Obligee, in the sum of Five Percent of Bid Dollars (\$5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Donald K Shine WTP Dehumidification and Coatings Project

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

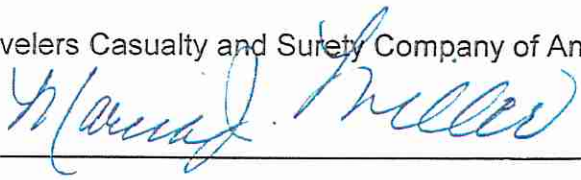
Signed this 15th day of June, 2021.

Allied Mechanical Services, Inc

(Principal)

By:   
Steve Huizinga, President

Travelers Casualty and Surety Company of America

By:   
Marcia J Miller, Attorney-in-Fact

COPY



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marcia J Miller** of Lansing Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of June, 2021



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc, PO Box 2587, Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Wyoming, 1155 28th Street SW, Wyoming, MI 49509 , as Obligee, in the sum of Five Percent of Bid Dollars (5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Donald K Shine WTP Dehumidification and Coatings Project

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 15th day of June, 2021.

Allied Mechanical Services, Inc

(Principal)

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

*Steve Huizinga*  
Steve Huizinga, President

Travelers Casualty and Surety Company of America

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

*Marcia J Miller*  
Marcia J Miller, Attorney-in-Fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marcia J Miller** of **Lansing Michigan** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of June, 2021



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**DONALD K. SHINE WATER TREATMENT PLANT**  
**DEHUMIDIFICATION IMPROVEMENTS PROJECT 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 **Donald K. Shine Water Treatment Plant – Dehumidification Improvements Project** 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 June 15, 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: Allied Mechanical Services, Inc.  
LEGAL NAME OF COMPANY

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

3860 Roger B. Chaffee Memorial Dr. SE  
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

Grand Rapids MI 49548  
STREET ADDRESS 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.

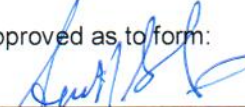
City and Contractor have signed this Contract as of the Effective Date.

**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

Steve Huizinga, President  
Printed Name & Title of Person Signing

Date signed: 06/29/2021

ORDINANCE NO. 14-21

ORDINANCE TO AMEND SECTIONS 90-417C AND 90-419C OF THE CODE OF ORDINANCES  
TO MODIFY LIMITATIONS AND REQUIREMENTS FOR PUD-4 DEVELOPMENT

THE CITY OF WYOMING ORDAINS:

Section 1. That section 90-417C and 90-419C of the Code of Ordinances of the City of Wyoming, Michigan, addressing limitations and requirements for development in the PUD-4 zoning district are amended to read as follows:

**Sec. 90-417C Qualifying Conditions**

- (A) Location. PUDs 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. 90-419C 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.

<b>Table 90-420C(1), Zoning Requirements by Use Type</b>	
<b>Land Use Type</b>	<b>Applicable Development Standards</b>
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:

<b>Table 90-420C(2) Permitted Density and Required Open Space on Greenfield Sites<sup>1</sup></b>			
<b>PUD Size</b>	<b>Max Density</b>	<b>Density Bonus</b>	<b>Required Open Space</b>
<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>Table 90-420C(3) Permitted Density and Required Open Space on Redevelopment Sites<sup>2</sup></b>			
<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 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 or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
- (d) One or more LEED-certified buildings will be constructed. Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
- (e) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
- (f) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
- (g) A commercial and/or office component is proposed within the PUD.
- (h) Affordable or missing middle housing<sup>1</sup> will be incorporated into the residential design.
- (i) Three 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

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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, 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.

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.
  - (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 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.

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 July 6, 2021.

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Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 14-21

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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.

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

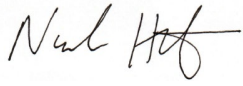
Marissa Postler

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
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 4C – PUD-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.

<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-4 Zoning District  
CITY OF WYOMING ZONING ORDINANCE**

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

<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	• Site Plans • Special Land Uses • Condominiums • PUDs
<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-4 Zoning District  
CITY OF WYOMING ZONING ORDINANCE**

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

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.

<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-4 Zoning District**  
**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.

<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>
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**Article 4C – PUD-4 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

- (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.

<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>	
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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,

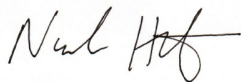
Proposed revisions to Division 4 – Planning Commission, of the Code of Ordinances were reviewed by the Wyoming Planning Commission at its regular meeting on May 18, 2021. The current division is out of date and not in compliance with the Michigan Planning Enabling Act (Act 33 of 2008) or reflective of 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

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt

**Jack A. Poll, Mayor**

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,

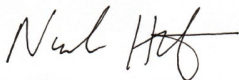
Proposed revisions to Chapter 74- Subdivisions, of the Code of Ordinances were reviewed by the Wyoming Planning Commission at its regular meeting on May 18, 2021. The current chapter is out of date and not in compliance with state law. Specifically, it refers to the Subdivision Control Act and its procedures 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.