

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 2, 2021, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Matt Yonker, Resurrection Life Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the June 21 and July 12, 2021 Closed Sessions and the July 19, 2021 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*  
**7:01 p.m.** To Determine the Necessity of Constructing Public Improvements in 56<sup>th</sup> Street from Haughey Street to Division Avenue, Special Assessment Roll 21-810
- 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. National Night Out 2021 – August 3, 2021
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
    - 21-07 Acceptance of a Temporary Permit for 54<sup>th</sup> Street Meijer Access Drive (Chick-Fil-A, Inc.)
- 13) Budget Amendments**
  - a) Budget Amendment No. 11 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (General Fund)

- b) Budget Amendment No. 12 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Major Streets Fund)
- c) Budget Amendment No. 13 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Parks and Recreation Fund)
- d) Budget Amendment No. 14 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Yard Waste Disposal Fund)
- e) Budget Amendment No. 15 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Indigent Defense Fund)
- f) Budget Amendment No. 16 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Capital Improvement Fund)
- g) Budget Amendment No. 17 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Library Fund)
- h) Budget Amendment No. 18 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Sewer Fund)
- i) Budget Amendment No. 19 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Water Fund)
- j) Budget Amendment No. 20 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Motor Pool – Depreciation Reserve Fund)
- k) Budget Amendment No. 21 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Capital Projects Revolving Fund)
- l) Budget Amendment No. 22 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2020-2021 Fiscal Year to the 2021-2022 Fiscal Year (Community Development Fund)

**14) Consent Agenda**

**15) Resolutions**

- a) To Determine to Proceed with Public Improvements in 56<sup>th</sup> Street from Haughey Street to Division Avenue and to Specially Assess Some Project Costs Against Property in Special Assessment District #21-810
- b) To Schedule a Public Hearing on Proposed Special Assessment Roll #21-810 (August 16, 2021 at 7:01 p.m.)
- c) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the Classification and Salary Schedule (Budget Amendment No. 8)
- d) To Deny the Request to Rezone 330 54<sup>th</sup> St SW from RO-1 Restricted Office to B-2 General Business

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

- e) To Accept a Proposal from Georgetown Construction Co. to Install a New Fire Hydrant

on Godfrey Avenue in Wyoming and to Authorize the City Manager to Execute the Contract (Budget Amendment No. 7)

- f) To Concur with Emergency Repair of the Vactor Truck Pumps, Approve the Attached Budget Amendment, and to Authorize Payment to Jack Doheny Company (Budget Amendment No. 9)
- g) To Authorize the Purchase of De-Icing Salt from Compass Minerals America Inc. and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Award a Bid for Cured-in-Place Pipe Lining to Insituform Technologies USA, LLC
- i) To Award a Bid for Video Inspection and Cleaning of Existing Sewer Lines to Plummer's Environmental Services
- j) To Authorize the Purchase of Tactical Vests
- k) To Authorize the Purchase of Fire Turnout Gear
- l) To Accept a Quote from Sehi Computer Products, Inc. for the Purchase of Workstations and Laptops
- m) To Accept a Quote from Sentinel Technologies, Inc. for the Purchase and Installation of a HP MSA 2060 Storage Area Network and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Concur with the Emergency Purchase of Fume Exhauster Parts to Repair the Biofilter at the Clean Water Plant and to Authorize Payment to New York Blower
- o) To Accept a Proposal from H2O Towers LLC for Roof Repair and Exterior Cleaning of Two Concrete Storage Tanks and to Authorize the Mayor and City Clerk to Execute the Contract
- p) For Award of Bids, Approve the Attached Budget Amendment, and Authorize the Mayor and City Clerk to Execute the Contracts (Budget Amendment No. 10)
  - 1. HVAC Unit Replacements for the 62A District Court and Library
  - 2. Enterprise Wi-Fi Upgrade

**17) Ordinances**

- 17-21 To Amend Chapter 6 and Subsection 10-179(33) and to Repeal Section 54-7 of the Code of Ordinances to Address the Keeping, Care, Control and Hygiene Related to Animals in the City and Providing Penalties for Violations (First Reading)
- 18-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (130) to Rezone 1091 56<sup>th</sup> Street SW from R-7 to RO-1 (First Reading)
- 19-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-600 in Article 6 (First Reading)
- 20-21 To Amend Chapter 90 of the Code of Ordinances by Amending Article 11 Division 4 (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

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

**21) Adjournment**

**PROCLAMATION**

**NATIONAL NIGHT OUT 2021**

**August 3, 2021**

*WHEREAS, the National Association of Town Watch is sponsoring a special, coast-to-coast community crime prevention project on the evening of August 3, 2021 called “National Night Out”; and*

*WHEREAS, it is essential that all citizens in the City of Wyoming be aware of the importance of crime prevention programs and the positive impact that their participation can have on reducing crime in our neighborhoods; and*

*WHEREAS, “National Night Out” provides an opportunity for the City of Wyoming to join forces with hundreds of other communities across the country in support of safer neighborhoods and to demonstrate the success of cooperative crime prevention efforts; and*

*WHEREAS, we the City of Wyoming, thank our Public Safety Service providers who have continued to demonstrate their dedication in the face of most extreme circumstances; and*

*WHEREAS, neighborhood spirit and cooperation is the theme of the “National Night Out” project and is also the key ingredient in helping the Wyoming Police Department to fight crime; and*

*NOW, THEREFORE, I, JACK POLL, Mayor of the City of Wyoming, Michigan do hereby call upon all the citizens of the City of Wyoming to join the National Association of Town Watch in supporting and participating in “National Night Out” on Tuesday, August 3, 2021.*

*BE IT FURTHER RESOLVED THAT I, JACK POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim Tuesday, August 3, 2021 as:*

**NATIONAL NIGHT OUT**

*in the City of Wyoming.*

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

# City of **Wyoming** Michigan

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

August 2, 2021

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 21-07

**Subject:** Acceptance of a Temporary Permit for  
54<sup>th</sup> Street Meijer Access Drive – Temporary Permit (Chick-Fil-A, Inc.)

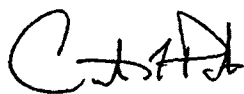
**Councilmembers:**

Chick-Fil-A, Inc., owner of the Chick-Fil-A restaurant located at 700 - 54<sup>th</sup> Street, SW, has submitted the following described Temporary Permit. The Temporary Permit conveys rights to access and grade on the Chick-Fil-A property for the construction of the 54<sup>th</sup> Street Meijer Access Drive. The Temporary Permit area is shown on the attached easement Sheet 1 of 2.

<b>Grantor:</b>	Chick-Fil-A, Inc.
<b>Parcels:</b>	41-17-36-151-021
<b>Right-of-way Size</b>	7,179 sf (0.165 Acres) – Temporary Permit
<b>Consideration:</b>	\$9,652.00

It is recommended that the City Council accept the Chick-Fil-A Temporary Permit which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt  
City Manager

**Attachments:** Temporary Permit  
Estimate of Just Compensation



CITY COUNCIL

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

**CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-151-021**

The Grantor, **Chick-Fil-A, Inc.**, a Georgia corporation, whose address is 5200 Buffington Road, Atlanta, Georgia 30349-2998

**DOES HEREBY GRANT AND CONVEY TO:**

**CITY OF WYOMING**, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the 54<sup>th</sup> Street Improvement Project from Clyde Park Avenue to US-131. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

**See Exhibit A attached hereto for the Temporary Permit Area  
and Temporary Permit Legal Description (A Portion of Parcel No. 41-17-36-151-021)**

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of **Six Thousand Eight Hundred Twenty-Two Dollars and No Cents (\$6,822.00)**.

All work will be performed by the City of Wyoming in a manner that does not interfere with Grantor's business operations. The City of Wyoming agrees that no construction equipment will be left on Grantor's property overnight unless such construction equipment must remain in place in order to keep the area in a safe condition.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the 54<sup>th</sup> Street Improvement Project from Clyde Park Avenue to US-131, including restoration of the Temporary Permit Area.

**IN WITNESS, WHEREOF**, the undersigned have hereunto set their hand this day and year as referenced herein.

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

**Approved as a form:**

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

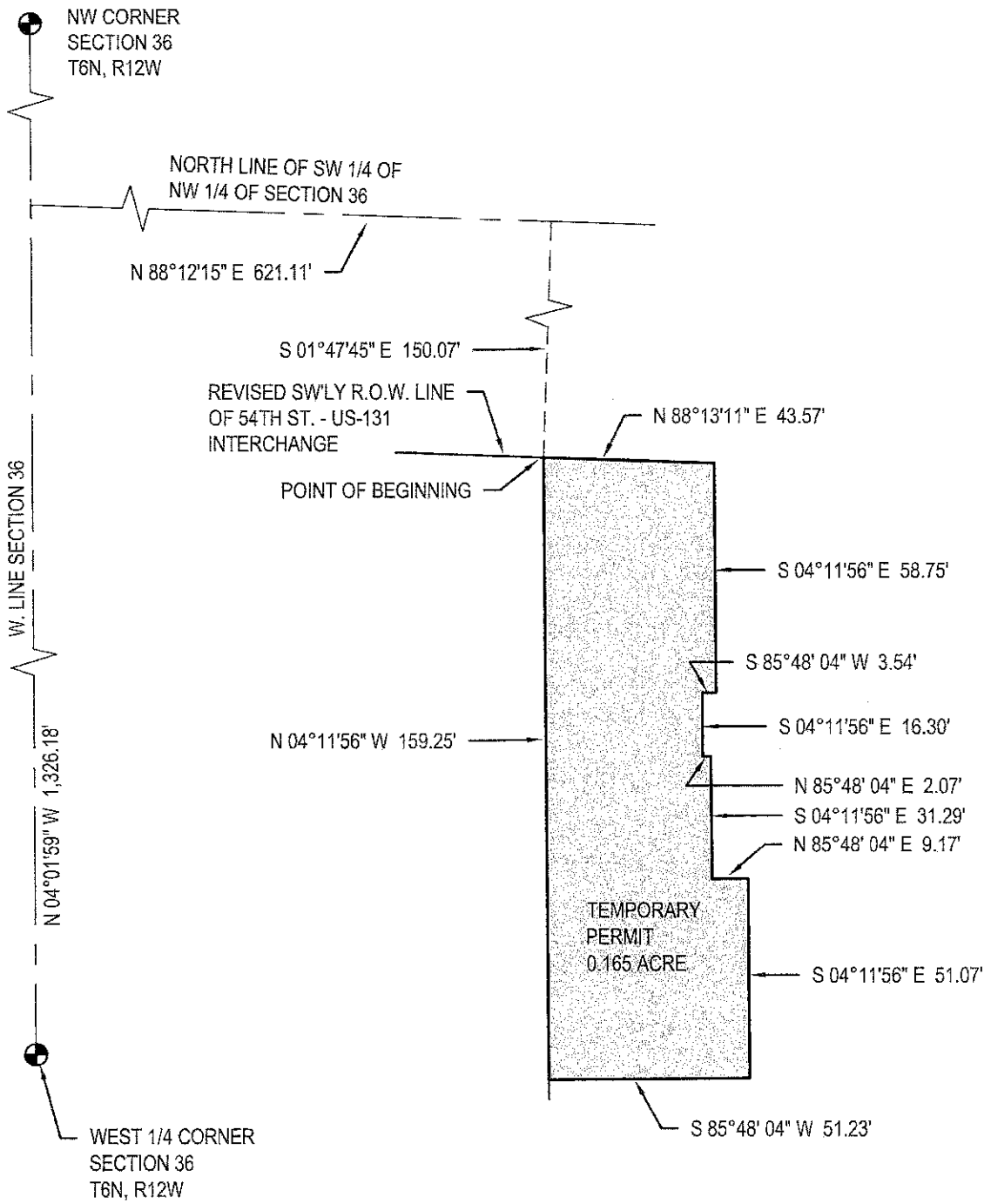
**GRANTOR:**  
**Chick-Fil-A, Inc, a Georgia corporation**

  
By: **Thomas GUERARD**  
Its: **Vice President**

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

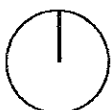
Legal Description prepared by:  
Progressive AE  
1811 4 Mile Road, NE  
Grand Rapids, Michigan 49525

TEMPORARY PERMIT - CHICK-FIL-A PARCEL



Project No. 71740012

Sheet 1 of 2



TEMPORARY PERMIT  
CHICK-FIL-A PARCEL

1"=40'

**progressive**

1811 4 Mile Rd N.E., Grand Rapids, MI 49525

616 361 2664 OFFICE 616 361 1493 FAX

www.progressiveae.com

## TEMPORARY PERMIT - CHICK-FIL-A PARCEL

### LEGAL DESCRIPTION

All that part of the Southwest 1/4 of the Northwest 1/4 of Section 36, Town 6 North, Range 12 West, City of Wyoming, Kent County Michigan described as: Commencing at the West 1/4 corner of said Section 36; thence North 04°01'59" West, 1,326.18 feet along the West line of said Section 36 to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 36; thence along said North line North 88°12'15" East, 621.11 feet; thence South 01°47'45" East, 150.07 feet to a point on the Southwesterly line of the 54<sup>th</sup> Street / US-131 interchange and the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 88°13'11" East 43.57 feet; along said southwesterly line; thence South 04°11'56" East 58.75 feet; thence South 85°48'04" West 3.54 feet; thence South 04°11'56" East, 16.30 feet; thence North 85°48'04" East, 2.07 feet; thence South 04°11'56" East, 31.29 feet; thence North 85°48'04" East, 9.17 feet; thence South 04°11'56" East, 51.07 feet; thence South 85°48'04" West, 51.23 feet; thence North 04°11'56" West, 159.25 feet to the place of beginning.

Containing 0.165 Acres, more or less.

Subject to all easements and restrictions of record.

Project No. 71740012

Sheet 2 of 2

**progressive** 

1811 4 Mile Rd N.E., Grand Rapids, MI 49525

616 361 2664 OFFICE 616 361 1493 FAX

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

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** 54<sup>th</sup> Street Improvements, from Clyde Park to US-131

**SITE DATA:**

Permanent Parcel No.: 41-17-36-151-021

Parcel: Chick-Fil-A, Inc.

Land Use: Commercial

Size: 1.463 Ac (total)

Address: 700 54<sup>th</sup> Street, SW, Wyoming, MI 49509

Zoning: 201

**ACQUISITION DESCRIPTION:**

Value obtained from an Appraisal by Integra Realty Resources – Grand Rapids. Review Appraisal by R.S. Thomas & Associates, Inc.

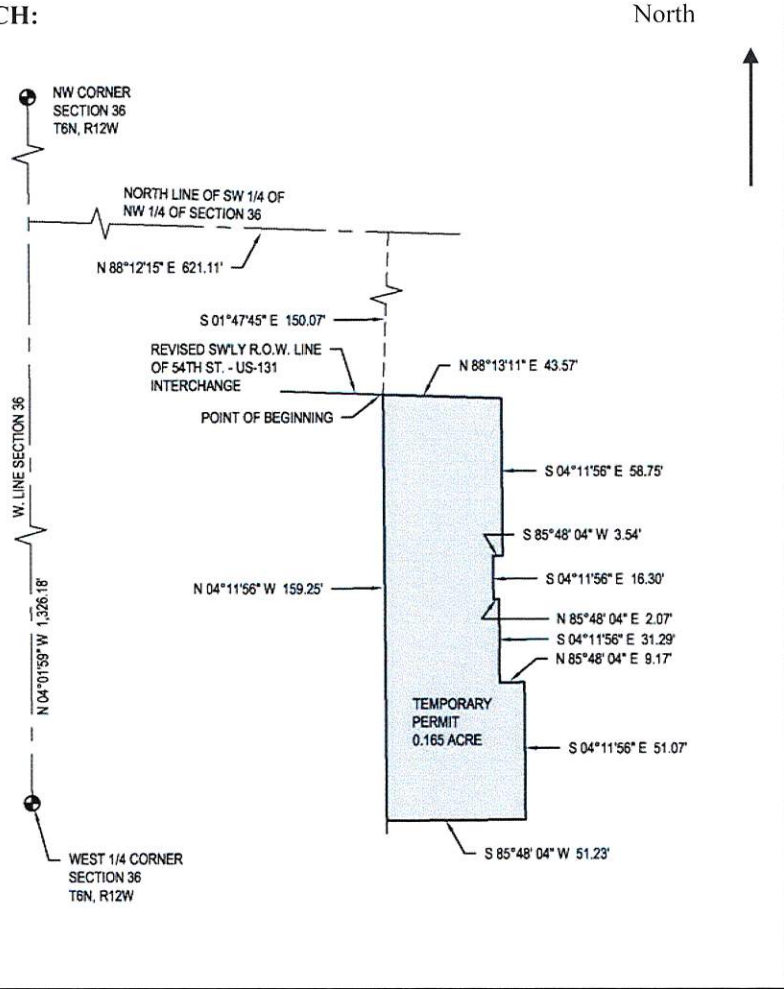
Summary of Costs:

Temporary Permit:

An irregular piece of property located adjacent to 54<sup>th</sup> Street as shown on sketch.

Area: 0.165 Ac (7,179 sft)

**SKETCH:**



**COMPUTATION OF VALUE:**

LAND ACQUISITION, TEMPORARY PERMIT	
Temporary Permit – Market Rent	\$ 6,822.00
Site Improvements – 3 Asphalt Parking Spaces	\$ 2,830.00

REMARKS:

*(Handwritten signature)*

**\$ 9,652.00**

Signed:

Land Matters, llc  
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Chick-Fil-A, Inc.

*(Handwritten signature)*  
By:  
Its:

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 011

To the Wyoming City Council:

A budget increase of \$ 551,095.70 for the General Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>551,095.70</u>

Recommended:                     Kate Burgett                      
 Finance Director

                    C. J. Abbott                      
 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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The General Fund**  
 Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-258-25800-740.200	<b>Information Technology</b>	Operating Supplies Computer Equipment Delays due to COVID		15,500.00
101-258-25800-806.000	<b>Information Technology</b>	Software Services Delays due to COVID		2,000.00
101-136-13600-984.000	<b>District Court</b>	Capital Outlay - State Designated Fund		31,975.80
101-136-13610-975.000	<b>District Court-Building</b>	Capital Outlay PO #2021-517 Roof remodel HVAC Courtroom remodel	66,990.00 72,500.00 52,962.62	192,452.62
101-136-15100-707.000	<b>District Court-Probation</b>	Salaries - Temporary	59,105.66	
101-136-15100-715.000		FICA	6,319.41	
101-136-15100-719.000		Workers Comp Insurance	6,054.61	
101-136-15100-910.000		Liability Insurance	711.18	
101-136-15100-801.000		Professional Services	81,104.91	
101-540.001		State Grant Revenue	85,700.93	
101-583.513		Contributions from Local Units Other Gov Agencies Veterans Treatment Court Grant-Funded by State of Michigan	65,000.00	2,594.84
101-305-30500-973.000	<b>Police - Admin</b>	Capital Outlay Justice Assist Byrne Grant Balance of Grant	25,289.00	
101-507.000		Federal Grants Justice Assistance Byrone Byrne Grant expense and revenues	25,289.00	-
101-305-31200-973.013	<b>Police Forensic Science Unit</b>	Capital Outlay-State Grant Funds Drug Testing Revenue		4,877.36
101-305-30500-973.001	<b>Police - Admin</b>	Capital Outlay Federal Grant	15,807.61	
101-531.001		Federal Grant Revenue Coronavirus emergency sup. funding grant	15,807.61	-
101-305-31200-956.000	<b>Police Forensic Science Unit</b>	Other Services FSU Accreditation - Purchase delayed due to COVID		13,000.00
101-305-31500-980.139	<b>Police - Patrol</b>	Capital Outlay - Radio Equipment		7,520.92
101-305-31504-709.000	<b>Police</b>	Salaries - Uniform O.T.	10,871.62	
101-305-31504-715.000	<b>OHSP Grant - OWI</b>	FICA	1,480.00	
101-305-31504-718.000		Pension		
101-305-31504-719.000		Workers Comp. Insurance	97.72	
101-305-31504-956.520		Other Services - Grand Rapids Dist.	18,183.14	
101-305-31504-956.522		Other Services - Kentwood Dist.	16,142.08	
101-305-31504-956.523		Other Services - Walker Dist.	19,945.75	
101-305-31504-956.525		Other Services - Kent County Dist.	14,898.79	
101-505.001		Federal Grant Revenue - OHSP - Safety Belts	81,619.10	-
101-305-32100-860.000	<b>Police - Training Act 302</b>	Travel and Training		15,772.91

August 2, 2021

City of Wyoming  
**Schedule of Reappropriations**  
To the 2021 - 2022 Fiscal Year  
**For The General Fund**  
Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-337-33800-975.000	<b>Fire Buildings</b>	Capital Outlay Gezon repaving project		265,401.25
				<u>551,095.70</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 012

To the Wyoming City Council:

A budget increase of \$ 646,785.54 for the Major Streets Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		=====		=====
				646,785.54

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Major Street Fund**  
 Budget Amendment Number 012

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
202-441-46300-972.510	<b>Street Maintenance</b>	Capital Outlay Street Resurfacing		
		PO #2019-0439 State of Michigan	68,482.07	
		Project: 2016 CP.InterTrailRehab.Expense		
		PO#2020-0391 State of Michigan	5,569.30	
		Project: 2017 CP.FrogHollowM6		
		PO#2020-0462 State of Michigan	51,744.19	
		Byron Center Resurfacing/44th Turn Lane		
		PO#2021-0183 Prein & Newhof	114,529.98	
		Plaster Creek Boulevard & Trail		
		PO#2021-0418 Fishbeck	4,160.00	
		Wilson Ave. Federal Resurfacing		
		PO#2021-0448 State of Michigan	<u>362,300.00</u>	606,785.54
		Wilson Ave. Federal Resurfacing		
202-441-46300-972.502	<b>Street Construction</b>	PO #2020-0175 State of Michigan		40,000.00
		Project: 2017 CP.54th Haughey 131		
				<u><u>646,785.54</u></u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 2, 2021

Budget Amendment Number 013

To the Wyoming City Council:

A budget increase of \$ 53,805.65 for the Parks and Recreation Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		=	=	<u>53,805.65</u>

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Parks and Recreation Fund**  
 Budget Amendment Number 013

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
208-752-75200-801.006	Administration	Professional Services		
		PO#2021-355 Olmsteade Associates	3,275.00	
		Marquette Park Master Plan	<u>15,000.00</u>	18,275.00
208-752-75200-900.000		Printing and Advertising		
		PO#2021-356 Grand Blanc Printing		7,661.00
208-752-75200-984.000		Capital Outlay Equipment		7,100.00
		PO#2021-588 John Deere Co for Gator		
208-752-75600-956.010	Parks & Rec Facility	Other Services - Dog Park		9,980.65
208-752-75600-967.000		Capital Outlay - Lamar Improvments		7,950.00
		Lamar Park Asphalt Crack Sealing		
208-752-75800-956.200		Other Services Go Bus Tickets	7,959.00	
208-522.000		AAA Transportation Grant Revenue	<u>5,120.00</u>	2,839.00
		AAAWM Go Bus Grant		
				<u><u>53,805.65</u></u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 014

To the Wyoming City Council:

A budget increase of \$ 180,000.00 for the Yard Waste Disposal Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>180,000.00</u>

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

\_\_\_\_\_  
 City Clerk

August 2, 2021

City of Wyoming  
**Schedule of Reappropriations**  
To the 2021 - 2022 Fiscal Year  
**For The Yard Waste Disposal Fund**  
Budget Amendment Number 014

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
<b>Yard Waste Disposal</b>				
230-441-44300-978.000	Capital Outlay	PO#2021-548 Parking Lot Paving		180,000.00
				<u>180,000.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 015

To the Wyoming City Council:

A budget increase of \$ 373,613.51 for the Indigent Defense Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>373,613.51</u>

Recommended:                     Katie Burton                      
 Finance Director

                    C. J. Hobbs                      
 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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Indigent Defense Fund**  
 Budget Amendment Number 015

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
260-000-13600-707.000	<b>General Government</b>	Salaries - Temporary Salaries	29,413.92	
260-000-13600-715.000	<b>District Court</b>	F.I.C.A.	2,727.52	
260-000-13600-719.000		Workers Comp Insurance	46.35	
260-000-13600-740.000		Operating Supplies	14,836.28	
260-000-13600-740.300		Operating Supplies Equipment	29,000.00	
260-000-13600-801.000		Professional Services	60,000.00	
260-000-13600-801.021		Professional Services Legal Special Counsel	117,198.00	
260-000-13600-860.000		Travel and Training	3,470.00	
260-000-13600-910.000		Insurance Liability	677.42	
260-000-13600-911.000		Administration Expense	3,752.26	
260-000-13600-956.000		Other Services	57,834.50	
260-000-13600-956.002		Other Services Participant Expenses	4,657.26	
260-000-13600-973.153		Capital Outlay	<u>50,000.00</u>	373,613.51
				<u><u>373,613.51</u></u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 016

To the Wyoming City Council:

A budget increase of \$ 1,991,180.52 for the Capital Improvement Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>1,991,180.52</u>

Recommended: *Kate Balfour*  
Finance Director

*C. J. Ab*  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Capital Improvement Fund**  
 Budget Amendment Number 016

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
400-441-45200-972.452	<b>Storm Sewer Construction</b>	Capital Outlay Storm Sewer Outstanding POs: PO #2021-0520 Katerberg Verhage Project: 2021 Public Works Pond Rehab		256,766.00
400-441-17500-801.000	<b>Public Works</b>	PO #2021-0530 Progressive AE Project: Thoroughfare Plan - 2020- 2045		31,150.00
400-441-50200-972.502	<b>Major Street Construction</b>	Capital Outlay Outstanding POs: PO #2018-0292 State of Michigan Project: 2016 CP.56thStBCtolvan.Expense		10,000.00
400-441-57300-972.573	<b>Watermains Construction</b>	Capital Outlay Outstanding POs: PO #2018-0443 Bultsma Excavating Project: 2020 CP. Marquette WM PO #2021-0499 Wyoming Excavators Inc Watermain - WMD PO #2021-0531 Nagel Construction Watermain - Buchanan PO #2020-0480 Bultsma Excavating Watermain - Buchanan	121,491.46  663,733.46  857,295.00  <u>50,744.60</u>	1,693,264.52
				<u><u>1,991,180.52</u></u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 017

To the Wyoming City Council:

A budget increase of \$ 221,000.00 for the Library Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>221,000.00</u>

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For the Library Maintenance and Capital Fund**  
 Budget Amendment Number 017

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
401-267-26700-975.000	<b>Facilities</b> <b>Maintenance</b>	Capital Outlay HVAC/Compressor replacement		\$ 51,000.00
401-267-75600-975.000	<b>Facilities</b> <b>Parks and Rec</b>	Capital Outlay Hillcroft Park Playground Replacement Kelloggsville Park Playground Replacement Lemery Park Restroom Remodel WSC HVAC Marquette Construction Plan	35,000.00 45,000.00 20,000.00 10,000.00 <u>60,000.00</u>	170,000.00
				<u>221,000.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 018

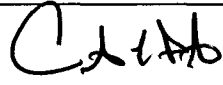
To the Wyoming City Council:

A budget increase of \$ 5,989,215.57 for the Sewer Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>5,989,215.57</u>

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Sewer Fund**  
 Budget Amendment Number 018

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
590-441-54200-930.000	<b>Public Works - Transmission</b>	Repairs and Maintenance PO #2021-0569 Kerr Pump & Supply - Lift Stations xpeller and parts		2,447.20
590-590-54300-740.000		Operating Supplies Wi-Fi Project - City-wide improvement with IT PO #2021-0604 Chairs for lunchroom conference room	15,000.00  7,488.40	22,488.40
590-590-54300-775.000		Maintenance Supplies PO #2021-0550 Midwest Air Filter - Galvanized Air Filters for CWP PO #2021-0494 Ovivo - Skimmer Parts for CWP	6,398.40  6,168.50	12,566.90
590-590-54300-930.000		Repairs and Maintenance PO #2020-0203 MI CAT - PM Generators PO #2020-0337 Newkirk Electric - PM Electrical PO #2021-0583 Plummer's Env Svcs - Drain Cleaning/Line Flushing PO #2021-0577 RS Tech Svcs - Preventative Maintenance on Chlorinators	2,110.71 34,100.00 5,910.00  2,565.19	44,685.90
590-590-54400-986.444	<b>Capital Outlay</b>	Capital Outlay PO #2021-0376 Hamlett Env Tech - Seepex PO #2020-0280 Black & Veatch - UV Design PO #2021-0340 Davis Construction - UV Construction	29,490.00 214,729.34 5,662,807.83	5,907,027.17
				<u>5,989,215.57</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 019

To the Wyoming City Council:

A budget increase of \$ 2,956,770.39 for the Water Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		=====		=====
				2,956,770.39

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Water Fund**  
 Budget Amendment Number 019

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
591-591-55300-930.000		Repairs and Maintenance		
		PO #2021-0573 All Phase Hydraulics - WTP 19 Mechanical Repair	609.17	
		PO #2020-0297 Cummins - Generator Repair	17,315.34	
		PO #2021-0556 Shine Window Care - WTP 4 Building & Grounds - Window Cleaning	<u>2,200.00</u>	20,124.51
591-591-55900-930.000		Repairs and Maintenance		
		PO #2020-0297 Cummins - Generator Repair		5,848.95
591-591-57300-986.444	<b>Capital Outlay</b>	Capital Outlay		
		PO #2021-548 Parking Lot Paving	50,541.25	
		PO #2019-0481 Black & Veatch - Water Quality and Corrosion Control Study	38,199.00	
		PO #2021-0259 Davis Construction - Burlingame Pump Station Replacement	793,012.06	
		PO#2021-0328 Dixon Engineering Inc - West Storage Tank Rehabilitation Oversight	2,000.00	
		PO #2017-0608 FTC&H - Engineering services for second WTP intake pipeline	316,162.25	
		PO #2021-0216 Donohue & Associates - Dehumidification Project	37,310.17	
		PO #2020-0425 Fedewa Inc - Z - Ground Storage Tanks	99,689.95	
		PO #2021-074 Prein & Newhof PC - Burlingame Water Tanks	95,072.90	
		PO #2021-073 Tetra Tech Inc - SCADA System Upgrades	322,444.21	
		PO#2019-0347 Prein & Newhof PC - Design engineering services First Phase	<u>1,176,365.14</u>	2,930,796.93
				<u><u>2,956,770.39</u></u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 020

To the Wyoming City Council:

A budget increase of \$ 1,089,381.85 for the Motor Pool - Depreciation Reserve Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>1,089,381.85</u>

Recommended: Kate Barton Finance Director      CLAD 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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Motor Pool - Depreciation Reserve Fund**  
 Budget Amendment Number 020

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
662-441-58500-985.000	<b>Capital Outlay</b>	Capital Outlay		
		PO #2021-0126 Altec - Traffic Bucket Truck #606-002	145,252.00	
	<b>Public Works</b>	QRV Equipment	16,534.60	
		PO #2021-0485 Halt Fire Inc - 2 Pierce fire rescue trucks	<u>648,744.00</u>	810,530.60
662-441-58500-977.000	<b>Capital Outlay</b>	Capital Outlay Buildings		
		PW parking lot resurfacing		278,851.25
				<u><u>1,089,381.85</u></u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021


Budget Amendment Number 021

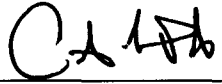
To the Wyoming City Council:

A budget increase of \$ 136,780.00 For the Capital Projects Revolving Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>136,780.00</u>

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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For the Capital Projects Revolving Fund**  
 Budget Amendment Number 021

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
800-000-57300-975.000	<b>Capital Outlay</b>	Capital Outlay		
		PO# 2020-485 Fishbeck - Gezon Park	8,780.00	
		PO #2020-486 Johnson Hill - Gezon Park	8,000.00	
		Gezon Park Construction Services	<u>120,000.00</u>	136,780.00
				<u>136,780.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 2, 2021

Budget Amendment Number 022

To the Wyoming City Council:

A budget increase of \$ \_\_\_\_\_ - for the Community Development Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2020-2021 fiscal year to the 2021-2022 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	-

Recommended: Hati Balyout  
Finance Director

Chad  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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  
**Schedule of Reappropriations**  
 To the 2021 - 2022 Fiscal Year  
**For The Community Development Fund**  
 Budget Amendment Number 022

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
256-000-02020-531.001	<b>Grant 2020</b>	Federal Grant Revenue	509,653.91	
256-400-69120-706.000	<b>Rehabilitation 2020</b>	Salaries	59,804.84	
256-400-69220-956.000	<b>CDBG Activities 2020</b>	Other Services	310,303.91	
256-400-69220-956.045		Rehab Loans	139,545.16	-
				<hr/>
256-000-02021-531.001	<b>Grant 2021</b>	Federal Grant Revenue	93,614.14	
256-400-69121-956.000	<b>Rehabilitation 2021</b>	Other Services	20,000.00	
256-400-69221-956.000	<b>CDBG Activities 2021</b>	Other Services	15,000.00	
256-400-69221-956.045		Rehab Loans	38,614.14	
256-400-69221-956.372		Code Enforcement	20,000.00	-
				<hr/>

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

RESOLUTION TO DETERMINE TO PROCEED WITH PUBLIC IMPROVEMENTS IN  
56<sup>th</sup> STREET FROM HAUGHEY STREET TO DIVISION AVENUE AND TO SPECIALLY  
ASSESS SOME PROJECT COSTS AGAINST PROPERTY IN  
SPECIAL ASSESSMENT DISTRICT #21-810

WHEREAS:

1. The city manager recommended consideration of a project described as: watermain, sanitary sewer main, storm sewer, sidewalk, curbs, gutters, driveway aprons, and street improvements within the 56<sup>th</sup> Street right-of-way from Haughey Street to Division Avenue S (the "Project").
2. On August 2, 2021, the city council held a public hearing regarding (i) whether to proceed with the construction and installation of the Project, (ii) whether to special assess \$404,726.86 of the Project costs, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 2.9% per annum.
3. The city provided notice to owners or other persons interested in the property in proposed Special Assessment District #21-810, as listed on the attached Exhibit A, by publication and mailing and in a form and substance as provided by state law and city ordinance.
4. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.
5. The city council deems it to be in the best interests of the public health, safety and general welfare to proceed with the construction and installation of the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The city council determines to proceed with the construction and installation of the Project in general accordance with the plans and specifications filed by the city manager with the city clerk and therefore also approves those plans and specifications.
2. The estimated Project cost of \$1,103,064.50 is approved and of that amount \$698,337.64 shall be paid by the public-at-large and \$404,726.86 shall be specially assessed against parcels in Special Assessment District #21-810 which shall be comprised of the parcels listed on the attached Exhibit A.
3. The special assessments may be paid in 15 equal installments of principal plus accrued interest on the unpaid balance at the rate of 2.9% per annum with the first installment to be due and payable on October 1, 2021 and remaining installments to be due and payable on October 1 of each subsequent year. Any special assessment may be paid in full without interest on or before September 30, 2021.
4. The city manager, in collaboration with other city staff including the city assessor, shall cause to be prepared and filed with the city clerk a proposed Special Assessment Roll 21-810 that apportions the amount to be specially assessed against the parcels in Special Assessment District #21-810 in proportion to the benefits each parcel receives from the Project.
5. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #21-810**

Address	5589 DIVISION AVE	Address	249 56TH STREET
Parcel Number	41-17-36-277-040	Parcel Number	41-17-36-256-005
Address	65 56TH STREET	Address	240 56TH STREET
Parcel #	41-17-36-277-010	Parcel Number	41-17-36-404-045
Address	77 56TH STREET	Address	230 56TH STREET
Parcel Number	41-17-36-277-007	Parcel Number	41-17-36-404-046
Address	102 54TH STREET	Address	212 56TH STREET
Parcel Number	41-17-36-277-026	Parcel Number	41-17-36-404-017
Address	120 54TH STREET	Address	190 56TH STREET
Parcel Number	41-17-36-226-029	Parcel Number	41-17-36-426-015
Address	139 56TH STREET	Address	176 56TH STREET
Parcel Number	41-17-36-276-008	Parcel Number	41-17-36-426-002
Address	153 56TH STREET	Address	164 56TH STREET
Parcel Number	41-17-36-276-007	Parcel Number	41-17-36-426-003
Address	167 56TH STREET	Address	154 56TH STREET
Parcel Number	41-17-36-276-006	Parcel Number	41-17-36-476-023
Address	177 56TH STREET	Address	129 56TH STREET
Parcel Number	41-17-36-276-005	Parcel Number	41-17-36-226-029
Address	195 56TH STREET	Address	100 56TH STREET
Parcel Number	41-17-36-276-004	Parcel Number	41-17-36-476-030
Address	217 56TH STREET	Address	70 56TH STREET
Parcel Number	41-17-36-256-010	Parcel Number	41-17-36-476-042
Address	241 56TH STREET	Address	5611 DIVISION AVE
Parcel Number	41-17-36-256-006	Parcel Number	41-17-36-476-043

## STAFF REPORT

Date: July 27, 2021  
Subject: 56<sup>th</sup> Street Special Assessment – SA Resolutions #2 & #3 – Approving Project and Scheduling Hearing on Special Assessment Roll  
From: Scott Smith, City Attorney  
Meeting Date: August 2, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Determining to Proceed with Public Improvements in 56<sup>th</sup> Street from Haughey Street to Division Avenue and to Specially Assess Some of the Property Costs Against Property in Special Assessment District #21-810, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Special Assessment Roll #21-810.

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

Reliable infrastructure is critical in providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

### **DISCUSSION:**

Proposed improvements within and along 56<sup>th</sup> St SW between Haughey Ave SW and Division Ave S includes construction of a new street with concrete curb and gutter, new storm sewer drainage system, new sanitary sewer (Buchanan to Division), new concrete drive approaches, and new concrete sidewalks along both sides of 56<sup>th</sup> Street. The project will capture the storm water from the street with the curb and gutter, and outlet via a new storm sewer system. The street will have a short narrow “traffic choker” at the trail crossing for the Inter Urban trail to calm traffic and encourage slower speeds. Additionally, there will be a median island at Division to calm traffic and provide some street scape benefits. Along with the street improvements there will be a new sanitary sewer constructed from Buchanan Avenue to Division Avenue. Sewer laterals will be extended into each property to allow for future connection to each business/residence. Watermain is already in place in 56<sup>th</sup> Street so the project will only include water services to properties that do not currently have a service stubbed in.

As previously explained, pursuant to a long-standing City Council policy and incorporated formula, \$404,726.86 of the total project cost of \$1,103,064.50 would be specially assessed against 24 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 2.9% per annum.

Following the public hearing on the improvements and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the project, the cost estimate, the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council’s approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council’s special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on August 16. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

Project is financed out of sewer fund 590-441-54400-972.544 and special assessment revolving fund. Amounts collected through special assessments reimburse special assessment revolving fund.

**SPECIAL ASSESSMENT ROLL**

**21-810 56th Street  
Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**

(Cost / LF - Includes Storm Sewer)

RESIDENTIAL: \$85.60  
COMMERCIAL / IND: \$108.10  
RURAL X-SECTION \$53.10

**SANITARY SEWER MAIN**

RESIDENTIAL (Cost / LF): \$35.00  
COM / IND (Cost / LF): \$51.40

**SANITARY LATERALS**

6-INCH DIA (Each): \$2,270.00  
8-INCH DIA (Each): \$3,330.00

**WATERMAIN**

(Cost / LF)

RESIDENTIAL: \$21.60  
COM / IND: \$25.90

**WATER SERVICES**

1-INCH DIA (Each): \$1,300.00  
1.5-INCH DIA(Each): \$1,300.00  
2-INCH DIA (Each): \$1,520.00  
6-INCH DIA (Each): \$3,740.00  
8-INCH DIA (Each): \$4,550.00

**STORM LATERALS**

12-INCH DIA (Each): \$1,310.00  
15-INCH DIA (Each): \$1,570.00  
18-INCH DIA (Each): \$1,720.00

**SIDEWALK**

(Cost / LF)

4-INCH (RES): \$16.70  
6-INCH (COM): \$23.30  
8-INCH (IND): \$27.30

**DRIVE APPROACHES**

4-INCH CONCRETE (SqYard): \$27.70  
6-INCH CONCRETE (SqYard): \$39.40  
8-INCH CONCRETE (SqYard): \$48.60

**CURB RETURNS**

(Each)

STANDARD RADIUS: \$2,650.00  
TAPERED (DECCEL LANE): \$4,740.00

**NECESSITY HEARING DATE:**

2-Aug-21

**CONFIRMATION HEARING DATE:**

16-Aug-21

**ANNUAL PAYMENT INSTALLMENTS:**

15

**INTEREST RATE:**

2.90%

**DATE OF INITIAL INSTALLMENT:**

SEPT 1, 2021

**FIRST INSTALLMENT DUE:**


OCT 1, 2021

**PAYABLE WITHOUT INTEREST:**

SEPT 30, 2021

**INTEREST BEGINS:**

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 Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS											
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost												
<b>Street Address</b> 5589 DIVISION AVE <b>Parcel Number</b> 41-17-36-277-040 <b>Owner Names</b> ADS INVESTMENTS LLC <b>Owner Address</b> 5589 DIVISION AVE <b>Owner Address</b> GRAND RAPIDS, MI 49548	Street	402.03	Corner Parcel	RESIDENTIAL	319.53	\$27,351.77	RES	319.53	\$11,183.55	2	6"	\$4,540.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	402.03	\$6,713.90	4"		\$0.00	6"	\$0.00	8"	\$0.00	1.0	Curb Radius	\$2,650.00	Taper Radius	\$0.00	<b>\$52,439.22</b>		
<b>Street Address</b> 65 56TH STREET <b>Parcel Number</b> 41-17-36-277-010 <b>Owner Names</b> BEHRENS, JEREMIAH L & MELODY J & VANZANTEN, KENNETH <b>Owner Address</b> 65 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street	110	Commercial	RESIDENTIAL	110	\$9,416.00	RES	110	\$3,850.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	110	\$1,837.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00	13.0	4"	23	\$637.10	<b>\$18,010.10</b>
<b>Street Address</b> 77 56TH STREET <b>Parcel Number</b> 41-17-36-277-007 <b>Owner Names</b> BURR, GUY J & RENEE M TURNER <b>Owner Address</b> 77 56TH STREET <b>Owner Address</b> WYOMING, MI 49509	Street	100	Commercial	RESIDENTIAL	100	\$8,560.00	RES	110	\$3,850.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	100	\$1,670.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00	20.0	4"	31.9	\$883.63	<b>\$18,533.63</b>
<b>Street Address</b> 102 54TH STREET <b>Parcel Number</b> 41-17-36-277-026 <b>Owner Names</b> 54TH VENTURES, LLC <b>Owner Address</b> 333 BRIDGE ST NW STE 1200 <b>Owner Address</b> GRAND RAPIDS, MI 49504	Street	202.88	Commercial	RESIDENTIAL	202.88	\$17,366.53	RES	202.88	\$7,100.80	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	202.88	\$3,388.10	6"		\$0.00	8"	\$0.00		Curb Radius	\$2,650.00	Taper Radius	\$0.00	1.0				<b>\$32,775.42</b>
<b>Street Address</b> 129 54TH STREET <b>Parcel Number</b> 41-17-36-226-029 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	100	Utility - Transmission	RESIDENTIAL	50	\$4,280.00	RES	50	\$1,750.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	50	\$835.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$6,865.00</b>
<b>Street Address</b> 139 56TH STREET <b>Parcel Number</b> 41-17-36-276-008 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	60	Residential	RESIDENTIAL	60	\$5,136.00	RES	60	\$2,100.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	60	\$1,002.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$8,238.00</b>
<b>Street Address</b> 153 56TH STREET <b>Parcel Number</b> 41-17-36-276-007 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	60	Residential	RESIDENTIAL	60	\$5,136.00	RES	60	\$2,100.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	60	\$1,002.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$8,238.00</b>

**SPECIAL ASSESSMENT ROLL**  
**21-810 56th Street**  
**Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**  
 (Cost / LF - Includes Storm Sewer)

**SANITARY SEWER MAIN**

**WATERMAIN** (Cost / LF)

**STORM LATERALS**

**DRIVE APPROACHES**

**NECESSITY HEARING DATE:**

2-Aug-21

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 COMMERCIAL / IND: \$108.10  
 RURAL X-SECTION \$53.10

RESIDENTIAL (Cost / LF): \$35.00  
 COM / IND (Cost / LF): \$51.40

RESIDENTIAL: \$21.60  
 COM / IND: \$25.90

12-INCH DIA (Each): \$1,310.00  
 15-INCH DIA (Each): \$1,570.00  
 18-INCH DIA (Each): \$1,720.00

4-INCH CONCRETE (SqYard): \$27.70  
 6-INCH CONCRETE (SqYard): \$39.40  
 8-INCH CONCRETE (SqYard): \$48.60

**CONFIRMATION HEARING DATE:**

16-Aug-21

**SANITARY LATERALS**

**WATER SERVICES**

**SIDEWALK** (Cost / LF)

**CURB RETURNS** (Each)

**ANNUAL PAYMENT INSTALLMENTS:**

15

**INTEREST RATE:**

2.90%

6-INCH DIA (Each): \$2,270.00  
 8-INCH DIA (Each): \$3,330.00

1-INCH DIA (Each): \$1,300.00  
 1.5-INCH DIA(Each): \$1,300.00  
 2-INCH DIA (Each): \$1,520.00  
 6-INCH DIA (Each): \$3,740.00  
 8-INCH DIA (Each): \$4,550.00

4-INCH (RES): \$16.70  
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STANDARD RADIUS: \$2,650.00  
 TAPERED (DECCEL LANE): \$4,740.00

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PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS	
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost		
<b>Street Address</b> 167 56TH STREET <b>Parcel Number</b> 41-17-36-276-006 <b>Owner Names</b> US BANK NATIONAL ASSOCIATION <b>Owner Address</b> 3217 S DECKER LAKE DR <b>Owner Address</b> SALT LAKE CITY, UT 84119	Street Frontage: 60	RESIDENTIAL 60	\$5,136.00	RES	60	\$2,100.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	60	\$1,002.00	10.0	4"	19.2	\$531.84	<b>\$11,039.84</b>	
		Residential							15"	\$0.00				2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 60	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 11												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 177 56TH STREET <b>Parcel Number</b> 41-17-36-276-005 <b>Owner Names</b> LARABEL, RONALD & SANDY <b>Owner Address</b> 177 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 120	RESIDENTIAL 92.5	\$7,918.00	RES	92.5	\$3,237.50	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	92.5	\$1,544.75	20.0	4"	31.9	\$883.63	<b>\$15,853.88</b>	
		Residential							15"	\$0.00				2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 92.5	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 9												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 195 56TH STREET <b>Parcel Number</b> 41-17-36-276-004 <b>Owner Names</b> ROTHLEY, TODD A & MICHELLE <b>Owner Address</b> 195 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 58.6	RESIDENTIAL 58.6	\$5,016.16	RES		\$0.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	58.6	\$978.62	10.0	4"	19.2	\$531.84	<b>\$6,526.62</b>	
		Residential								15"	\$0.00			2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 58.6	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 7												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 217 56TH STREET <b>Parcel Number</b> 41-17-36-256-010 <b>Owner Names</b> IRWIN, LESLIE E <b>Owner Address</b> 217 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 198	RESIDENTIAL 164	\$14,038.40	RES		\$0.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1	1"	\$1,300.00	1.5"	\$0.00	4"	164	\$2,738.80	27.0	4"	47.3	\$1,310.21	<b>\$19,387.41</b>
		Residential								15"	\$0.00			2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 164	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 5												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 241 56TH STREET <b>Parcel Number</b> 41-17-36-256-006 <b>Owner Names</b> FAZLIC, SANEL <b>Owner Address</b> 3056 EASTERN AVE STE B <b>Owner Address</b> GRAND RAPIDS, MI 49548	Street Frontage: 66	RESIDENTIAL 66	\$5,649.60	RES		\$0.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1	1"	\$1,300.00	1.5"	\$0.00	4"	66	\$1,102.20		4"		\$0.00	<b>\$8,051.80</b>
		Residential								15"	\$0.00			2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 66	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 2												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 249 56TH STREET <b>Parcel Number</b> 41-17-36-256-005 <b>Owner Names</b> FAZLIC, SANEL <b>Owner Address</b> 3056 EASTERN AVE STE B <b>Owner Address</b> GRAND RAPIDS, MI 49548	Street Frontage: 66	Corner Parcel RESIDENTIAL 33	\$2,824.80	RES		\$0.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	33	\$551.10		4"		\$0.00	<b>\$3,375.90</b>	
		Residential								15"	\$0.00			2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 33	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 1												8"	\$0.00									Taper Radius	\$0.00		
<b>Street Address</b> 240 56TH STREET <b>Parcel Number</b> 41-17-36-404-045 <b>Owner Names</b> STUBBLEFIELD, BILL <b>Owner Address</b> 3261 S DIVISION AVE <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 117	Corner Parcel RESIDENTIAL 58.5	\$5,007.60	RES		\$0.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	58.5	\$976.95	31.0	4"	51.8	\$1,434.86	<b>\$7,419.41</b>	
		Residential								15"	\$0.00			2"	\$0.00	6"	\$0.00	6"		\$0.00			6"		\$0.00		
	Assessable Frontage: 58.5	COM / IND	\$0.00	C / IND		\$0.00		8"	\$0.00	18"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00			Curb Radius	\$0.00		
		Page 3												8"	\$0.00									Taper Radius	\$0.00		

### SPECIAL ASSESSMENT ROLL

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	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost	
<b>Street Address</b> 230 56TH STREET <b>Parcel Number</b> 41-17-36-404-046 <b>Owner Names</b> COLLIER, JESSICA <b>Owner Address</b> 230 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 80	RESIDENTIAL 80	\$6,848.00	RES		\$0.00	6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	80	\$1,336.00	20.0	4"	31.9	\$883.63		<b>\$9,067.63</b>
		Residential												2"	\$0.00	6"	\$0.00	6"		\$0.00		8"		\$0.00		
	Assessable Frontage: 80	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 4							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 212 56TH STREET <b>Parcel Number</b> 41-17-36-404-017 <b>Owner Names</b> SOUTHWEST AFC LLC <b>Owner Address</b> 6026 KALAMAZOO AVE SE <b>Owner Address</b> KENTWOOD, MI 49508	Street Frontage: 100	Corner Parcel RESIDENTIAL 50	\$4,280.00	RES		\$0.00	6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	50	\$835.00		4"		\$0.00		<b>\$5,115.00</b>
		Residential												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 50	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 6							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 190 56TH STREET <b>Parcel Number</b> 41-17-36-426-015 <b>Owner Names</b> GARMON, JEANNICA S <b>Owner Address</b> 190 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 81.25	Corner Parcel RESIDENTIAL 40.625	\$3,477.50	RES		\$0.00	6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	40.625	\$678.44		4"		\$0.00		<b>\$4,155.94</b>
		Residential												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 40.625	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 8							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 176 56TH STREET <b>Parcel Number</b> 41-17-36-426-002 <b>Owner Names</b> JANSMA, CHRISTINE M <b>Owner Address</b> 176 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 81	RESIDENTIAL 81	\$6,933.60	RES	81	\$2,835.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	81	\$1,352.70	10.0	4"	19.2	\$531.84	<b>\$13,923.14</b>
		Residential												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 81	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 10							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 164 56TH STREET <b>Parcel Number</b> 41-17-36-426-003 <b>Owner Names</b> DEWITT, JONATHAN <b>Owner Address</b> 164 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 96.5	RESIDENTIAL 96.5	\$8,260.40	RES	96.5	\$3,377.50	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	96.5	\$1,611.55	12.0	4"	21.7	\$601.09	<b>\$16,120.54</b>
		Residential												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 96.5	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 12							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 154 56TH STREET <b>Parcel Number</b> 41-17-36-476-023 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street Frontage: 66	RESIDENTIAL 66	\$5,649.60	RES	66	\$2,310.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	60	\$1,002.00		4"		\$0.00	<b>\$8,961.60</b>
		Commercial												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 66	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 15							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		
<b>Street Address</b> 129 56TH STREET <b>Parcel Number</b> 41-17-36-226-029 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street Frontage: 100	RESIDENTIAL 50	\$4,280.00	RES	50	\$1,750.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	50	\$835.00		4"		\$0.00	<b>\$6,865.00</b>
		Utility - Transmission												2"	\$0.00	6"	\$0.00	6"		\$0.00		6"		\$0.00		
	Assessable Frontage: 50	COM / IND	\$0.00	C / IND		\$0.00	8"	\$0.00	15"	\$0.00	C / IND		\$0.00	6"	\$0.00	8"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 17							18"	\$0.00				8"	\$0.00							Taper Radius		\$0.00		

**SPECIAL ASSESSMENT ROLL**  
**21-810 56th Street**  
**Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**  
 (Cost / LF - Includes Storm Sewer)

**SANITARY SEWER MAIN**

**WATERMAIN** (Cost / LF)

**STORM LATERALS**

**DRIVE APPROACHES**

*NECESSITY HEARING DATE:* 2-Aug-21  
*CONFIRMATION HEARING DATE:* 16-Aug-21

RESIDENTIAL: \$85.60  
 COMMERCIAL / IND: \$108.10  
 RURAL X-SECTION \$53.10

RESIDENTIAL (Cost / LF): \$35.00  
 COM / IND (Cost / LF): \$51.40

RESIDENTIAL: \$21.60  
 COM / IND: \$25.90

12-INCH DIA (Each): \$1,310.00  
 15-INCH DIA (Each): \$1,570.00  
 18-INCH DIA (Each): \$1,720.00

4-INCH CONCRETE (SqYard): \$27.70  
 6-INCH CONCRETE (SqYard): \$39.40  
 8-INCH CONCRETE (SqYard): \$48.60

*ANNUAL PAYMENT INSTALLMENTS:* 15  
*INTEREST RATE:* 2.90%

**SANITARY LATERALS**

**WATER SERVICES**

**SIDEWALK** (Cost / LF)

**CURB RETURNS** (Each)

*DATE OF INITIAL INSTALLMENT:* SEPT 1, 2021  
*FIRST INSTALLMENT DUE:* OCT 1, 2021  
*PAYABLE WITHOUT INTEREST:* SEPT 30, 2021  
*INTEREST BEGINS:* OCT 1, 2021

Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost	
<b>Street Address</b> 100 56TH STREET Parcel Number 41-17-36-476-030 Owner Names HOWE, DEAN E & NICHOLE E Owner Address 100 56TH STREET Owner Address WYOMING, MI 49548	Street	350		RES	350	\$12,250.00	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	350	\$5,845.00	13.0	4"	23	\$637.10	<b>\$52,262.10</b>
	Frontage:	350	\$29,960.00	Commercial							15"	\$0.00					2"	\$0.00	6"		\$0.00		6"		\$0.00	
	Assessable		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"		\$0.00				\$0.00	
	Frontage:	350		Page 19													8"	\$0.00							\$0.00	
<b>Street Address</b> 70 56TH STREET Parcel Number 41-17-36-476-042 Owner Names SOUTHVIEW AFC LLC Owner Address 6026 KALAMAZOO AVE SE Owner Address KENTWOOD, MI 49508	Street	136.12		RES	136.12	\$4,764.20	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	136.12	\$2,273.20	18.0	4"	29.4	\$814.38	<b>\$23,073.66</b>
	Frontage:	136.12	\$11,651.87	Commercial							15"	\$0.00					2"	\$0.00	6"		\$0.00		6"		\$0.00	
	Assessable		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"		\$0.00				\$0.00	
	Frontage:	136.12		Page 21													8"	\$0.00							\$0.00	
<b>Street Address</b> 5611 DIVISION AVE Parcel Number 41-17-36-476-043 Owner Names DIVISION AVE SELF STORAGE LLC Owner Address 53 MIRY BROOK RD Owner Address DANBURY, CT 06810	Street	379.88		RES	297.38	\$10,408.30	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	379.88	\$6,344.00		4"	0	\$0.00	<b>\$48,428.02</b>
	Frontage:	379.88	\$25,455.73	Commercial							15"	\$0.00					2"	\$0.00	6"		\$0.00		6"		\$0.00	
	Assessable		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"		\$0.00	1.0	Curb Radius		\$2,650.00	
	Frontage:	297.38		Page 24													8"	\$0.00							\$0.00	
<b>TOTAL COST:</b>			<b>\$229,633.56</b>	<b>\$74,966.85</b>			<b>\$27,240.00</b>			<b>\$0.00</b>			<b>\$0.00</b>			<b>\$7,800.00</b>			<b>\$47,455.30</b>			<b>\$17,631.15</b>				<b>\$404,726.86</b>

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

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON PROPOSED  
SPECIAL ASSESSMENT ROLL #21-810

WHEREAS:

1. At its meeting of August 2, 2021, the city council adopted a resolution determining to proceed with the construction and installation of watermain, sanitary sewer main, storm sewer, sidewalk, curbs, gutters, driveway aprons, and street improvements within the 56<sup>th</sup> Street right-of-way from Haughey Street to Division Avenue S (the "Project"), determined to specially assess a portion of the Project costs to property within Special Assessment District #21-810 comprised of the parcels listed in Exhibit A, determined to allow payment of those special assessments in 15 installments of principal plus interest at the rate of 2.9% per annum, and directed the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor, caused to be prepared and filed with the city clerk proposed Special Assessment Roll #21-810 that apportions the amount to be specially assessed against the parcels in Special Assessment District #21-810 in proportion to the benefits each parcel receives from the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The city council will hold a public hearing regarding proposed Special Assessment Roll #21-810, at 7:01 p.m. on Monday, August 16, 2021, at 7:01 p.m., at Marquette Park, 1251 Marquette St SW, Wyoming, Michigan.
2. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
  - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
  - b. By first class mail to each owner of or other party in interest in each parcel in Special Assessment District #21-810, as shown on the city most recent property tax roll at least 10 days before the hearing date.
3. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
                                      No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

---

Kelli A. VandenBerg, Wyoming City Clerk

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #21-810**

Address	5589 DIVISION AVE	Address	249 56TH STREET
Parcel Number	41-17-36-277-040	Parcel Number	41-17-36-256-005
Address	65 56TH STREET	Address	240 56TH STREET
Parcel #	41-17-36-277-010	Parcel Number	41-17-36-404-045
Address	77 56TH STREET	Address	230 56TH STREET
Parcel Number	41-17-36-277-007	Parcel Number	41-17-36-404-046
Address	102 54TH STREET	Address	212 56TH STREET
Parcel Number	41-17-36-277-026	Parcel Number	41-17-36-404-017
Address	120 54TH STREET	Address	190 56TH STREET
Parcel Number	41-17-36-226-029	Parcel Number	41-17-36-426-015
Address	139 56TH STREET	Address	176 56TH STREET
Parcel Number	41-17-36-276-008	Parcel Number	41-17-36-426-002
Address	153 56TH STREET	Address	164 56TH STREET
Parcel Number	41-17-36-276-007	Parcel Number	41-17-36-426-003
Address	167 56TH STREET	Address	154 56TH STREET
Parcel Number	41-17-36-276-006	Parcel Number	41-17-36-476-023
Address	177 56TH STREET	Address	129 56TH STREET
Parcel Number	41-17-36-276-005	Parcel Number	41-17-36-226-029
Address	195 56TH STREET	Address	100 56TH STREET
Parcel Number	41-17-36-276-004	Parcel Number	41-17-36-476-030
Address	217 56TH STREET	Address	70 56TH STREET
Parcel Number	41-17-36-256-010	Parcel Number	41-17-36-476-042
Address	241 56TH STREET	Address	5611 DIVISION AVE
Parcel Number	41-17-36-256-006	Parcel Number	41-17-36-476-043

EXHIBIT B  
FORM OF NOTICE



NOTICE OF PUBLIC HEARING  
ON PROPOSED SPECIAL ASSESSMENT ROLL #21-810

The City Council of the City of Wyoming will hold a public hearing on Monday, August 16, 2021, at 7:01 p.m. local time, at Marquette Park, 1251 Marquette St SW, Wyoming, Michigan on proposed Special Assessment Roll #21-810 pursuant to which the city will specially assess \$404,726.86 of the costs of the Project (i.e. construction and installation of watermain, sanitary sewer main, storm sewer, sidewalk, curbs, gutters, driveway aprons, and street improvements within the 56<sup>th</sup> Street right-of-way from Haughey Street to Division Avenue S) against the following parcels that comprise Special Assessment District #21-810.

The special assessments can be paid in up to 15 installments of principal plus interest accrued on the unpaid balance at the rate of 2.9% per annum. The entire special assessment may be paid in full without interest not later than September 30, 2021.

The property included in proposed Special Assessment District # 21-810 is:

Address	5589 DIVISION AVE	Address	249 56TH STREET
Parcel Number	41-17-36-277-040	Parcel Number	41-17-36-256-005
Address	65 56TH STREET	Address	240 56TH STREET
Parcel #	41-17-36-277-010	Parcel Number	41-17-36-404-045
Address	77 56TH STREET	Address	230 56TH STREET
Parcel Number	41-17-36-277-007	Parcel Number	41-17-36-404-046
Address	102 54TH STREET	Address	212 56TH STREET
Parcel Number	41-17-36-277-026	Parcel Number	41-17-36-404-017
Address	120 54TH STREET	Address	190 56TH STREET
Parcel Number	41-17-36-226-029	Parcel Number	41-17-36-426-015
Address	139 56TH STREET	Address	176 56TH STREET
Parcel Number	41-17-36-276-008	Parcel Number	41-17-36-426-002
Address	153 56TH STREET	Address	164 56TH STREET
Parcel Number	41-17-36-276-007	Parcel Number	41-17-36-426-003
Address	167 56TH STREET	Address	154 56TH STREET
Parcel Number	41-17-36-276-006	Parcel Number	41-17-36-476-023
Address	177 56TH STREET	Address	129 56TH STREET
Parcel Number	41-17-36-276-005	Parcel Number	41-17-36-226-029
Address	195 56TH STREET	Address	100 56TH STREET
Parcel Number	41-17-36-276-004	Parcel Number	41-17-36-476-030
Address	217 56TH STREET	Address	70 56TH STREET
Parcel Number	41-17-36-256-010	Parcel Number	41-17-36-476-042
Address	241 56TH STREET	Address	5611 DIVISION AVE
Parcel Number	41-17-36-256-006	Parcel Number	41-17-36-476-043

A copy of proposed Special Assessment Roll #21-810, and a copy of the Project plans and specifications, the Project cost estimate, City Manager's Project recommendations, and proposed special assessment roll are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll. An owner or party in interest, or that person's agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person's personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

Date: July 27, 2021  
Subject: 56<sup>th</sup> Street Special Assessment – SA Resolutions #2 & #3 – Approving Project and Scheduling Hearing on Special Assessment Roll  
From: Scott Smith, City Attorney  
Meeting Date: August 2, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Determining to Proceed with Public Improvements in 56<sup>th</sup> Street from Haughey Street to Division Avenue and to Specially Assess Some of the Property Costs Against Property in Special Assessment District #21-810, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Special Assessment Roll #21-810.

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

Reliable infrastructure is critical in providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

### **DISCUSSION:**

Proposed improvements within and along 56<sup>th</sup> St SW between Haughey Ave SW and Division Ave S includes construction of a new street with concrete curb and gutter, new storm sewer drainage system, new sanitary sewer (Buchanan to Division), new concrete drive approaches, and new concrete sidewalks along both sides of 56<sup>th</sup> Street. The project will capture the storm water from the street with the curb and gutter, and outlet via a new storm sewer system. The street will have a short narrow “traffic choker” at the trail crossing for the Inter Urban trail to calm traffic and encourage slower speeds. Additionally, there will be a median island at Division to calm traffic and provide some street scape benefits. Along with the street improvements there will be a new sanitary sewer constructed from Buchanan Avenue to Division Avenue. Sewer laterals will be extended into each property to allow for future connection to each business/residence. Watermain is already in place in 56<sup>th</sup> Street so the project will only include water services to properties that do not currently have a service stubbed in.

As previously explained, pursuant to a long-standing City Council policy and incorporated formula, \$404,726.86 of the total project cost of \$1,103,064.50 would be specially assessed against 24 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 2.9% per annum.

Following the public hearing on the improvements and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the project, the cost estimate, the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council’s approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council’s special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on August 16. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

Project is financed out of sewer fund 590-441-54400-972.544 and special assessment revolving fund. Amounts collected through special assessments reimburse special assessment revolving fund.

**SPECIAL ASSESSMENT ROLL**

**21-810 56th Street  
Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**

(Cost / LF - Includes Storm Sewer)

RESIDENTIAL: \$85.60  
COMMERCIAL / IND: \$108.10  
RURAL X-SECTION \$53.10

**SANITARY SEWER MAIN**

RESIDENTIAL (Cost / LF): \$35.00  
COM / IND (Cost / LF): \$51.40

**SANITARY LATERALS**

6-INCH DIA (Each): \$2,270.00  
8-INCH DIA (Each): \$3,330.00

**WATERMAIN**

(Cost / LF)

RESIDENTIAL: \$21.60  
COM / IND: \$25.90

**WATER SERVICES**

1-INCH DIA (Each): \$1,300.00  
1.5-INCH DIA(Each): \$1,300.00  
2-INCH DIA (Each): \$1,520.00  
6-INCH DIA (Each): \$3,740.00  
8-INCH DIA (Each): \$4,550.00

**STORM LATERALS**

12-INCH DIA (Each): \$1,310.00  
15-INCH DIA (Each): \$1,570.00  
18-INCH DIA (Each): \$1,720.00

**SIDEWALK**

(Cost / LF)

4-INCH (RES): \$16.70  
6-INCH (COM): \$23.30  
8-INCH (IND): \$27.30

**DRIVE APPROACHES**

4-INCH CONCRETE (SqYard): \$27.70  
6-INCH CONCRETE (SqYard): \$39.40  
8-INCH CONCRETE (SqYard): \$48.60

**CURB RETURNS**

(Each)

STANDARD RADIUS: \$2,650.00  
TAPERED (DECCEL LANE): \$4,740.00

**NECESSITY HEARING DATE:**

2-Aug-21

**CONFIRMATION HEARING DATE:**

16-Aug-21

**ANNUAL PAYMENT INSTALLMENTS:**

15

**INTEREST RATE:**

2.90%

**DATE OF INITIAL INSTALLMENT:**

SEPT 1, 2021

**FIRST INSTALLMENT DUE:**


OCT 1, 2021

**PAYABLE WITHOUT INTEREST:**

SEPT 30, 2021

**INTEREST BEGINS:**

OCT 1, 2021

 Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS											
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost												
<b>Street Address</b> 5589 DIVISION AVE <b>Parcel Number</b> 41-17-36-277-040 <b>Owner Names</b> ADS INVESTMENTS LLC <b>Owner Address</b> 5589 DIVISION AVE <b>Owner Address</b> GRAND RAPIDS, MI 49548	Street	402.03	Corner Parcel	RESIDENTIAL	319.53	\$27,351.77	RES	319.53	\$11,183.55	2	6"	\$4,540.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	402.03	\$6,713.90	4"		\$0.00	6"	\$0.00	8"	\$0.00	1.0	Curb Radius	\$2,650.00	Taper Radius	\$0.00	<b>\$52,439.22</b>		
<b>Street Address</b> 65 56TH STREET <b>Parcel Number</b> 41-17-36-277-010 <b>Owner Names</b> BEHRENS, JEREMIAH L & MELODY J & VANZANTEN, KENNETH <b>Owner Address</b> 65 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street	110	Commercial	RESIDENTIAL	110	\$9,416.00	RES	110	\$3,850.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	110	\$1,837.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00	13.0	4"	23	\$637.10	<b>\$18,010.10</b>
<b>Street Address</b> 77 56TH STREET <b>Parcel Number</b> 41-17-36-277-007 <b>Owner Names</b> BURR, GUY J & RENEE M TURNER <b>Owner Address</b> 77 56TH STREET <b>Owner Address</b> WYOMING, MI 49509	Street	100	Commercial	RESIDENTIAL	100	\$8,560.00	RES	110	\$3,850.00	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	100	\$1,670.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00	20.0	4"	31.9	\$883.63	<b>\$18,533.63</b>
<b>Street Address</b> 102 54TH STREET <b>Parcel Number</b> 41-17-36-277-026 <b>Owner Names</b> 54TH VENTURES, LLC <b>Owner Address</b> 333 BRIDGE ST NW STE 1200 <b>Owner Address</b> GRAND RAPIDS, MI 49504	Street	202.88	Commercial	RESIDENTIAL	202.88	\$17,366.53	RES	202.88	\$7,100.80	1	6"	\$2,270.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	202.88	\$3,388.10	6"		\$0.00	8"	\$0.00		Curb Radius	\$2,650.00	Taper Radius	\$0.00	1.0				<b>\$32,775.42</b>
<b>Street Address</b> 129 54TH STREET <b>Parcel Number</b> 41-17-36-226-029 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	100	Utility - Transmission	RESIDENTIAL	50	\$4,280.00	RES	50	\$1,750.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	50	\$835.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$6,865.00</b>
<b>Street Address</b> 139 56TH STREET <b>Parcel Number</b> 41-17-36-276-008 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	60	Residential	RESIDENTIAL	60	\$5,136.00	RES	60	\$2,100.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	60	\$1,002.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$8,238.00</b>
<b>Street Address</b> 153 56TH STREET <b>Parcel Number</b> 41-17-36-276-007 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGERY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street	60	Residential	RESIDENTIAL	60	\$5,136.00	RES	60	\$2,100.00		6"	\$0.00	12"	\$0.00	RES		\$0.00	1"	\$0.00	4"	60	\$1,002.00	6"		\$0.00	8"	\$0.00		Curb Radius	\$0.00	Taper Radius	\$0.00					<b>\$8,238.00</b>

SPECIAL ASSESSMENT ROLL

21-810 56th Street
Haughey Ave. to Division Ave.

STREET IMPROVEMENTS

(Cost / LF - Includes Storm Sewer)

RESIDENTIAL: \$85.60
COMMERCIAL / IND: \$108.10
RURAL X-SECTION \$53.10

SANITARY SEWER MAIN

RESIDENTIAL (Cost / LF): \$35.00
COM / IND (Cost / LF): \$51.40

SANITARY LATERALS

6-INCH DIA (Each): \$2,270.00
8-INCH DIA (Each): \$3,330.00

WATERMAIN

(Cost / LF)

RESIDENTIAL: \$21.60
COM / IND: \$25.90

WATER SERVICES

1-INCH DIA (Each): \$1,300.00
1.5-INCH DIA(Each): \$1,300.00
2-INCH DIA (Each): \$1,520.00
6-INCH DIA (Each): \$3,740.00
8-INCH DIA (Each): \$4,550.00

STORM LATERALS

12-INCH DIA (Each): \$1,310.00
15-INCH DIA (Each): \$1,570.00
18-INCH DIA (Each): \$1,720.00

SIDEWALK

(Cost / LF)

4-INCH (RES): \$16.70
6-INCH (COM): \$23.30
8-INCH (IND): \$27.30

DRIVE APPROACHES

4-INCH CONCRETE (SqYard): \$27.70
6-INCH CONCRETE (SqYard): \$39.40
8-INCH CONCRETE (SqYard): \$48.60

CURB RETURNS

(Each)

STANDARD RADIUS: \$2,650.00
TAPERED (DECCEL LANE): \$4,740.00

NECESSITY HEARING DATE:

2-Aug-21

CONFIRMATION HEARING DATE:

16-Aug-21

ANNUAL PAYMENT INSTALLMENTS:

15

INTEREST RATE:

2.90%

DATE OF INITIAL INSTALLMENT:

SEPT 1, 2021

FIRST INSTALLMENT DUE:

OCT 1, 2021

PAYABLE WITHOUT INTEREST:

SEPT 30, 2021

INTEREST BEGINS:

OCT 1, 2021

Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

Table with columns: PARCEL ADDRESS & NUMBER, STREET IMPROVEMENTS, SANITARY SEWER MAIN, SANITARY LATERAL, STORM LATERAL, WATERMAIN, WATER SERVICE, SIDEWALK, DRIVEWAY, TOTAL COST IMPROVEMENTS. Contains 8 rows of detailed assessment data.

**SPECIAL ASSESSMENT ROLL**

**21-810 56th Street  
Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**

(Cost / LF - Includes Storm Sewer)

RESIDENTIAL: \$85.60  
COMMERCIAL / IND: \$108.10  
RURAL X-SECTION \$53.10

**SANITARY SEWER MAIN**

RESIDENTIAL (Cost / LF): \$35.00  
COM / IND (Cost / LF): \$51.40

**SANITARY LATERALS**

6-INCH DIA (Each): \$2,270.00  
8-INCH DIA (Each): \$3,330.00

**WATERMAIN**

(Cost / LF)

RESIDENTIAL: \$21.60  
COM / IND: \$25.90

**WATER SERVICES**

1-INCH DIA (Each): \$1,300.00  
1.5-INCH DIA(Each): \$1,300.00  
2-INCH DIA (Each): \$1,520.00  
6-INCH DIA (Each): \$3,740.00  
8-INCH DIA (Each): \$4,550.00

**STORM LATERALS**

12-INCH DIA (Each): \$1,310.00  
15-INCH DIA (Each): \$1,570.00  
18-INCH DIA (Each): \$1,720.00

**SIDEWALK**

(Cost / LF)

4-INCH (RES): \$16.70  
6-INCH (COM): \$23.30  
8-INCH (IND): \$27.30

**DRIVE APPROACHES**

4-INCH CONCRETE (SqYard): \$27.70  
6-INCH CONCRETE (SqYard): \$39.40  
8-INCH CONCRETE (SqYard): \$48.60

**CURB RETURNS**

(Each)

STANDARD RADIUS: \$2,650.00  
TAPERED (DECCEL LANE): \$4,740.00

*NECESSITY HEARING DATE:*

2-Aug-21

*CONFIRMATION HEARING DATE:*

16-Aug-21

*ANNUAL PAYMENT INSTALLMENTS:*

15

*INTEREST RATE:*

2.90%

*DATE OF INITIAL INSTALLMENT:*

SEPT 1, 2021

*FIRST INSTALLMENT DUE:*


OCT 1, 2021

*PAYABLE WITHOUT INTEREST:*

SEPT 30, 2021

*INTEREST BEGINS:*

OCT 1, 2021

 Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS	
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost		
<b>Street Address</b> 230 56TH STREET <b>Parcel Number</b> 41-17-36-404-046 <b>Owner Names</b> COLLIER, JESSICA <b>Owner Address</b> 230 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 80	RESIDENTIAL 80	\$6,848.00	RES		\$0.00	6"	\$0.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	80	\$1,336.00	20.0	4"	31.9	\$883.63	<b>\$9,067.63</b>	
	Assessable Frontage: 80	Residential		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 4												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 212 56TH STREET <b>Parcel Number</b> 41-17-36-404-017 <b>Owner Names</b> SOUTHWEST AFC LLC <b>Owner Address</b> 6026 KALAMAZOO AVE SE <b>Owner Address</b> KENTWOOD, MI 49508	Street Frontage: 100	Corner Parcel RESIDENTIAL 50	\$4,280.00	RES		\$0.00	6"	\$0.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	50	\$835.00		4"		\$0.00	<b>\$5,115.00</b>	
	Assessable Frontage: 50	Residential		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 6												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 190 56TH STREET <b>Parcel Number</b> 41-17-36-426-015 <b>Owner Names</b> GARMON, JEANNICA S <b>Owner Address</b> 190 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 81.25	Corner Parcel RESIDENTIAL 40.625	\$3,477.50	RES		\$0.00	6"	\$0.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	40.625	\$678.44		4"		\$0.00	<b>\$4,155.94</b>	
	Assessable Frontage: 40.625	Residential		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 8												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 176 56TH STREET <b>Parcel Number</b> 41-17-36-426-002 <b>Owner Names</b> JANSMA, CHRISTINE M <b>Owner Address</b> 176 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 81	RESIDENTIAL 81	\$6,933.60	RES	81	\$2,835.00	1	6"	\$2,270.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	81	\$1,352.70	10.0	4"	19.2	\$531.84	<b>\$13,923.14</b>
	Assessable Frontage: 81	Residential		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 10												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 164 56TH STREET <b>Parcel Number</b> 41-17-36-426-003 <b>Owner Names</b> DEWITT, JONATHAN <b>Owner Address</b> 164 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street Frontage: 96.5	RESIDENTIAL 96.5	\$8,260.40	RES	96.5	\$3,377.50	1	6"	\$2,270.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	96.5	\$1,611.55	12.0	4"	21.7	\$601.09	<b>\$16,120.54</b>
	Assessable Frontage: 96.5	Residential		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 12												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 154 56TH STREET <b>Parcel Number</b> 41-17-36-476-023 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street Frontage: 66	RESIDENTIAL 66	\$5,649.60	RES	66	\$2,310.00		6"	\$0.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	60	\$1,002.00		4"		\$0.00	<b>\$8,961.60</b>
	Assessable Frontage: 66	Commercial		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 15												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		
<b>Street Address</b> 129 56TH STREET <b>Parcel Number</b> 41-17-36-226-029 <b>Owner Names</b> CONSUMERS ENERGY EP10-PROPERTY TAX <b>Owner Address</b> ONE ENERGY PLAZA <b>Owner Address</b> JACKSON, MI 49201-2357	Street Frontage: 100	RESIDENTIAL 50	\$4,280.00	RES	50	\$1,750.00		6"	\$0.00	12"	\$0.00		RES		\$0.00	1"	\$0.00	1.5"	\$0.00	4"	50	\$835.00		4"		\$0.00	<b>\$6,865.00</b>
	Assessable Frontage: 50	Utility - Transmission		C / IND		\$0.00	8"	\$0.00	15"	\$0.00		C / IND		\$0.00	2"	\$0.00	2"	\$0.00	6"		\$0.00		8"		\$0.00		
		COM / IND	\$0.00						18"	\$0.00				\$0.00	6"	\$0.00	6"	\$0.00	8"		\$0.00		Curb Radius		\$0.00		
		Page 17												\$0.00	8"	\$0.00	8"	\$0.00			\$0.00		Taper Radius		\$0.00		

**SPECIAL ASSESSMENT ROLL**  
**21-810 56th Street**  
**Haughey Ave. to Division Ave.**

**STREET IMPROVEMENTS**

(Cost / LF - Includes Storm Sewer)

RESIDENTIAL: \$85.60  
 COMMERCIAL / IND: \$108.10  
 RURAL X-SECTION \$53.10

**SANITARY SEWER MAIN**

RESIDENTIAL (Cost / LF): \$35.00  
 COM / IND (Cost / LF): \$51.40

**SANITARY LATERALS**

6-INCH DIA (Each): \$2,270.00  
 8-INCH DIA (Each): \$3,330.00

**WATERMAIN**

(Cost / LF)

RESIDENTIAL: \$21.60  
 COM / IND: \$25.90

**WATER SERVICES**

1-INCH DIA (Each): \$1,300.00  
 1.5-INCH DIA(Each): \$1,300.00  
 2-INCH DIA (Each): \$1,520.00  
 6-INCH DIA (Each): \$3,740.00  
 8-INCH DIA (Each): \$4,550.00

**STORM LATERALS**

12-INCH DIA (Each): \$1,310.00  
 15-INCH DIA (Each): \$1,570.00  
 18-INCH DIA (Each): \$1,720.00

**SIDEWALK**

(Cost / LF)

4-INCH (RES): \$16.70  
 6-INCH (COM): \$23.30  
 8-INCH (IND): \$27.30

**DRIVE APPROACHES**

4-INCH CONCRETE (SqYard): \$27.70  
 6-INCH CONCRETE (SqYard): \$39.40  
 8-INCH CONCRETE (SqYard): \$48.60

**CURB RETURNS**

(Each)

STANDARD RADIUS: \$2,650.00  
 TAPERED (DECCEL LANE): \$4,740.00

**NECESSITY HEARING DATE:**

2-Aug-21

**CONFIRMATION HEARING DATE:**

16-Aug-21

**ANNUAL PAYMENT INSTALLMENTS:**

15

**INTEREST RATE:**

2.90%

**DATE OF INITIAL INSTALLMENT:**

SEPT 1, 2021

**FIRST INSTALLMENT DUE:**


OCT 1, 2021

**PAYABLE WITHOUT INTEREST:**

SEPT 30, 2021

**INTEREST BEGINS:**

OCT 1, 2021

 Sanitary Sewer and Lateral assessments deferred until hookup for developed parcels with house setback of 200' or greater from the sanitary sewer in street.

PARCEL ADDRESS & NUMBER PARCEL OWNER & ADDRESS	STREET IMPROVEMENTS			SANITARY SEWER MAIN			SANITARY LATERAL			STORM LATERAL			WATERMAIN			WATER SERVICE			SIDEWALK			DRIVEWAY				TOTAL COST IMPROVEMENTS			
	Zone	Feet	Cost	Zone	Feet	Cost	No.	Size	Cost	No.	Size	Cost	Zone	Feet	Cost	No.	Size	Cost	Size	Feet	Cost	Width	Tk/No	Sq Yd	Cost				
<b>Street Address</b> 100 56TH STREET <b>Parcel Number</b> 41-17-36-476-030 <b>Owner Names</b> HOWE, DEAN E & NICHOLE E <b>Owner Address</b> 100 56TH STREET <b>Owner Address</b> WYOMING, MI 49548	Street	350		RESIDENTIAL	350	\$29,960.00	RES	350	\$12,250.00	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	350	\$5,845.00	13.0	4"	23	\$637.10	<b>\$52,262.10</b>
	Frontage:			Commercial										15"	\$0.00					2"	\$0.00	6"				6"		\$0.00	
	Assessable			COM / IND		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"				Curb Radius		\$0.00	
	Frontage:	350																		8"	\$0.00					Taper Radius		\$0.00	
<b>Street Address</b> 70 56TH STREET <b>Parcel Number</b> 41-17-36-476-042 <b>Owner Names</b> SOUTHVIEW AFC LLC <b>Owner Address</b> 6026 KALAMAZOO AVE SE <b>Owner Address</b> KENTWOOD, MI 49508	Street	136.12		RESIDENTIAL	136.12	\$11,651.87	RES	136.12	\$4,764.20	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	136.12	\$2,273.20	18.0	4"	29.4	\$814.38	<b>\$23,073.66</b>
	Frontage:			Commercial										15"	\$0.00					2"	\$0.00	6"				6"		\$0.00	
	Assessable			COM / IND		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"				Curb Radius		\$0.00	
	Frontage:	136.12																		8"	\$0.00					Taper Radius		\$0.00	
<b>Street Address</b> 5611 DIVISION AVE <b>Parcel Number</b> 41-17-36-476-043 <b>Owner Names</b> DIVISION AVE SELF STORAGE LLC <b>Owner Address</b> 53 MIRY BROOK RD <b>Owner Address</b> DANBURY, CT 06810	Street	379.88		Corner Parcel RESIDENTIAL	297.38	\$25,455.73	RES	297.38	\$10,408.30	1	6"	\$2,270.00		12"	\$0.00	RES		\$0.00	1	1.5"	\$1,300.00	4"	379.88	\$6,344.00		4"	0	\$0.00	<b>\$48,428.02</b>
	Frontage:			Commercial										15"	\$0.00					2"	\$0.00	6"				6"		\$0.00	
	Assessable			COM / IND		\$0.00	C / IND		\$0.00		8"	\$0.00		18"	\$0.00	C / IND		\$0.00		6"	\$0.00	8"			1.0	Curb Radius		\$2,650.00	
	Frontage:	297.38																		8"	\$0.00					Taper Radius		\$0.00	
<b>TOTAL COST:</b>					<b>\$229,633.56</b>			<b>\$74,966.85</b>			<b>\$27,240.00</b>			<b>\$0.00</b>						<b>\$7,800.00</b>			<b>\$47,455.30</b>			<b>\$17,631.15</b>	<b>\$404,726.86</b>		

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

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN  
THE CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND  
TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classifications of Building Inspector Trainee and Commercial-Industrial Building Inspector.
3. The City Manager recommends City Council amend the Employment Contract and Classification and Salary Schedule to change the classification of Building Inspector, Electrical Inspector, Housing Inspector, Mechanical Inspector, Plumbing Inspector as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendments to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

ATTACHMENTS:  
Budget Amendment  
Memorandum of Understanding

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 2, 2021**

**Budget Amendment No. 008**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$90,645.09 of budgetary authority for Building Inspection personnel changes per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Building Inspection Fund</u></b>				
Permits - Salaries				
249-371-37100-706.000	463,104.88	54,622.49		517,727.37
Permits - FICA				
249-371-37100-715.000	37,369.86	4,178.62		41,548.48
Permits - Pension DC Plan				
249-371-37100-718.100	24,825.28	4,369.80		29,195.08
Permits - Pension Retiree Health - DC Plan				
249-371-37100-718.200	9,579.88	2,184.90		11,764.78
Permits - Workers Compensation Insurance				
249-371-37100-719.000	6,067.33	71.01		6,138.34
Permits - Life Insurance				
249-371-37100-717.000	511.45	75.38		586.83
Permits - Insurance Liability				
249-371-37100-910.000	8,657.04	1,037.83		9,694.87
Permits - Hospitalization Insurance				
249-371-37100-716.000	129,500.56	20,371.36		149,871.92
Code Enforcement - Salaries				
249-371-37210-706.000	108,228.03	1,296.97		109,525.00
Code Enforcement - FICA				
249-371-37210-715.000	9,072.10	99.22		9,171.32
Code Enforcement - Pension DC Plan				
249-371-37210-718.100	4,185.97	103.76		4,289.73
Code Enforcement - Pension Retiree Health - DC Plan				
249-371-37210-718.200	797.57	51.88		849.45
Code Enforcement - Workers Compensation Insurance				
249-371-37210-719.000	1,351.30	1.69		1,352.99
Code Enforcement - Life Insurance				
249-371-37210-717.000	115.36	1.79		117.15
Code Enforcement - Insurance Liability				
249-371-37210-910.000	2,140.27	24.64		2,164.91
Code Enforcement - Hospitalization Insurance				
249-371-37210-716.000	34,030.04	415.74		34,445.78

Code Enforcement - CDBG Eligible - Salaries			
249-371-37220-706.000	61,735.00	639.32	62,374.32
Code Enforcement - CDBG Eligible - FICA			
249-371-37220-715.000	4,758.00	48.91	4,806.91
Code Enforcement - CDBG Eligible - Pension DC Plan			
249-371-37220-718.100	4,879.00	51.15	4,930.15
Code Enforcement - CDBG Eligible - Pension Retiree Health - DC Plan			
249-371-37220-718.200	1,190.00	25.57	1,215.57
Code Enforcement - CDBG Eligible - Workers Compensation Insurance			
249-371-37220-719.000	815.00	0.83	815.83
Code Enforcement - CDBG Eligible - Life Insurance			
249-371-37220-717.000	71.00	0.88	71.88
Code Enforcement - CDBG Eligible - Insurance Liability			
249-371-37220-910.000	1,172.00	12.15	1,184.15
Rental Program - Salaries			
249-371-37300-706.000	127,785.74	787.42	128,573.16
Rental Program - FICA			
249-371-37300-715.000	10,027.50	60.24	10,087.74
Rental Program - Pension DC Plan			
249-371-37300-718.100	5,989.94	62.99	6,052.93
Rental Program - Pension Retiree Health - DC Plan			
249-371-37300-718.200	1,993.79	31.50	2,025.29
Rental Program - Workers Compensation Insurance			
249-371-37300-719.000	1,524.11	1.02	1,525.13
Rental Program - Life Insurance			
249-371-37300-717.000	137.61	1.09	138.70
Rental Program - Insurance Liability			
249-371-37300-910.000	2,388.64	14.96	2,403.60
Fund Balance/Working Capital (Fund 249)		0.00	90,645.09

Recommended: *Kate Buffington* Finance Director                      *CAH* 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

## STAFF REPORT

Date: July 21, 2021

Subject: Commercial-Industrial Building Inspector and Building Inspector Trainee Job Descriptions & Position Request; and Classification and Salary Schedule Recommendation

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: August 2, 2021

---

### RECOMMENDATION:

- To authorize the creation of two new job classifications, COMMERCIAL-INDUSTRIAL BUILDING INSPECTOR and BUILDING INSPECTOR TRAINEE, necessary to employ under current market conditions and ensure service delivery is appropriate, timely, and of a quality for service delivery.
- To authorize one additional full-time position within the FY 2022 budget (Building Inspector Trainee).
- To align all building inspector wage scales for market conditions.

### COMMUNITY, SAFETY, STEWARDSHIP:

Our Inspection office of the Community Services Department assures that all structures within the City are constructed safely and related property is maintained according to minimum code standards. This mission is carried out through the effective enforcement of codes for Building, Electrical, Mechanical, Plumbing, Property Maintenance, Rental Programs and Signs. These standards are used to measure the quality of new construction, the structural integrity of existing structures and sanitary conditions of buildings and exterior property areas.

### DISCUSSION:

Since May of 2019, the Community Services Department has undertaken several in-depth reviews of its Building Inspections services, including internal and external wage studies, staffing needs to perform services in relation to demand, the effectiveness of mutual aid agreements, and the pursuit of contracted construction permitting services, including the higher costs of contracted services as compared to employed. The outcomes from these evaluations are:

- A. The City Council affirming in the Spring of 2021 its direction to maintain employed building inspectors to perform construction inspection services.
- B. The recommendation by administration, including Human Resources, that market constraints and employment demands necessitate the creation of two new job classifications:
  - a. **Commercial-Industrial Building Inspector** to provide for a higher skilled and tenured professional inspector necessary to ensure public safety and the investment of resources in commercial and industrial property development. *Note: We have attempted to hire a commercial and industrial building inspector 4 times over this last year and have be unable to do so under the current Building Inspector classification.*

- b. **Building Inspector Trainee** to provide for the development of staff for succession planning and economic development growth/demand for Residential and Commercial/Industrial inspectors; to provide for a level of coverage in the absence of Residential and Commercial/Industrial inspectors, mutual aid providers, or contracted staff.

C. The recommendation by administration, including Human Resources, that market constraints and employment demands necessitate the elevation of current wages through classification and salary schedule modifications for current staff. That classification and salary schedules be modified to better align for price point within the midpoint of the market for building inspectors as follows:

Title	Current Title, Classification and Wage Scale (per hour)	Proposed Classification and Wage Scale (per hour)	Net Increase Per Annum total wages (1976 hours)
Commercial/Industrial Property Building Inspector	Building Inspector; G67 \$29.19-\$35.50 \$57,679-\$70,148	G71 \$30.57-\$36.99 Change: \$1.38-\$1.49 \$60,406-\$73,02	\$2,727-\$2,944
Building (Residential), Housing, Electrical, Plumbing, Mechanical Inspectors	G67 \$29.19-\$35.50 \$57,679-\$70,148	G69 \$29.86-\$36.14 Change: \$0.67-64 \$59,003-\$71,413	\$1,324-\$1,265 (per position)
Building Inspector Trainee	N/A	G61 \$27.46-\$33.68 \$54,261-\$66,552	\$54,261-\$66,552

At this time, we average 10 commercial/industrial inspections and 10 new plan review submittals per week and 13 new residential permits and 13 related plan reviews per week. Combined, we average 628 building permits (commercial/industrial/residential) per year and 2,040 inspections per year (4 year average per annum, FY 2018-2021).

Due to staff vacancy, we are currently contracting with PCI to perform commercial/industrial inspections and related construction plan review. The cost for contracted inspection is \$100 per inspection and a base rate of \$150 per plan review (with an additional \$100 for every hour or half hour exceeding one hour). The total employee cost for an inspection, including benefit costs (FICA, Workers Compensation, retirement, health care, etc.) is \$59.84 per hour.

Based upon 2 inspections per hour, at the proposed G71 rate's top step, the comparison with contracted inspections costs are:

Projected Cost Comparisons	Per inspection (2 per hour)	Per plan review (one per hour)
Contracted	\$200.00	\$150.00
Employee – Commercial/Industrial Property Building Inspector (G71 Proposal, K Step)	\$29.92	\$59.84
Employee – All other construction inspectors (G69 Proposal, K Step)	\$28.91	\$57.82
Employee – Building Inspector Trainee (G67 Proposal, K Step)	\$28.40	\$56.80

**BUDGET IMPACT:**

With City Council's support of these proposals, the number of authorized positions within the Community Services Department and its Inspections office shall grow by 1 position.

Net projected budget impact of current position adjustments: \$24,345

The FY 2022 Inspections Fund Building Permit Activity Budget, has a budget of \$811,513 for personnel services. An additional 3% allocation of Inspection Fund Balance is necessary, or \$24,345, to provide for the new Commercial/Industrial Building Inspector position (replacing one of two Building Inspector positions) and the increase of wages for the scale adjustment for all currently employed construction inspectors.

Net projected budget impact of adding Building Inspector Trainee position: \$112,237

The projected all in cost (including benefits) associated with annual wages for a Trainee position at the top of the wage scale (k) of \$70,148 is \$112,237. Our plan would be to hire between the A to C step, which would be \$30.57 or \$96,650 total cost.

**Net cost of all proposals: \$136,582; Impact to Building Permit Fees: None**

These funds are available in the Inspections Fund's Fund Balance. Building permit fee revenue averages (over the last 4 years) \$1,303,275 annually. The FY 2022 Building Permit activity expense budget, including all operational costs such as personnel, supplies, etc. is \$940,538. The additional \$136,582 in expense would result in an FY 2022 budget of \$1,077,120, or a net positive return to the fund balance or to subsidize Code Enforcement and Zoning of \$226,155.

These proposals align with City Council direction to maintain a staffed building inspections office, are cost effective, and provide for redundancy of positions for service delivery during staff vacancy (vacation, sick leave, open positions) and establishes a trainee program, consistent with that successfully implemented in the City's Utilities Department. If City Council concurs with these recommendations at the July Work Session, we will speak to the Union regarding these changes, finalize the attached draft job descriptions, and seek final City Council actions as required.

###

MEMORANDUM OF UNDERSTANDING

RE: Building Inspector Positions

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

1. The position of Building Inspector Trainee is hereby added to the bargaining unit in the G61 range of the Classification and Salary Schedule in effect for the bargaining unit employees.
2. The position of Building Inspector, Electrical Inspector, Housing Inspector, Mechanical Inspector, and Plumbing Inspector classifications are placed in the G69 range of the Classification and Salary Schedule for the bargaining unit employees.
3. The position of Commercial-Industrial Building Inspector is hereby added to the bargaining unit in the G71 range of the Classification and Salary Schedule in effect for bargaining unit employees.
4. The above changes to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

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

By: Aaron Crow  
Its: President

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

Date: 7-22-21

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

RESOLUTION TO DENY THE REQUEST TO REZONE 330 54<sup>th</sup> ST SW  
FROM RO-1 RESTRICTED OFFICE TO B-2 GENERAL BUSINESS

WHEREAS:

1. The proposed rezoning is not consistent with the city's master plan Wyoming[re]Imagined.
2. The proposed rezoning to a B-2 General Business district contains uses which are not compatible with existing and future land uses.
3. The property's current RO-1 zoning is not an impediment to its future development. The vision for the south side of 54<sup>th</sup> St SW is to develop lower intensity office uses that buffer the adjacent residential from the more intense commercial developments on the north side of 54<sup>th</sup> ST SW. The RO-1 zone district is an ideal fit for the south side of 54<sup>th</sup> St SW. The current RO-1 zoning is compatible with the future vision.
4. The Planning Commission recommended denial of the rezoning request from RO-1 Restricted Office to B-2 General Business at 330 54<sup>th</sup> St SW.

NOW, THEREFORE, BE IT RESOLVED:

1. The request to rezone the parcel at 330 54th St SW from the RO-1 Restricted Office zoning district to the B-2 General Business District is denied for the reasons stated above.

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 August 2, 2021.

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

July 27, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for rezoning from RO-1 Restricted Office to B-2 General Business at 330 54th Street SW (Section 36) (Sonny Laham)

Recommendation: To deny the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 20, 2021. A motion was made by Hegyi, supported by Zapata, to deny the request for rezoning 330 54<sup>th</sup> SW from RO-1 Restricted Office to B-2 General Business 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 applicant proposes to rezone the parcel to a B-2 General Business zone district to permit an instant oil change facility (automobile service station use – special use) to be built.

Staff recommended denial of the request due to its incompatibility with the surrounding area and misalignment with the city’s master plan and future land use map. The current RO-1 zoning is consistent with the desired future commercial use. The proposed rezoning to B-2, is more intense than the vision for the south side of the 54th Street corridor.

The RO-1 zoning district permits small office developments that are less intense and more sympathetic to the residential to the south. The B-2 district permits more intense uses via special use, including gas stations and automobile service stations. Additionally, 54th Street SW already has significant traffic concerns and added commercial of this nature (automobile service station) may exacerbate the existing condition.

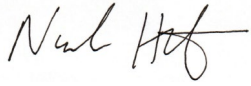
Planning Commissioners agreed that the requested rezone was not in alignment with the city’s adopted master plan and future land use map. They also expressed concerns over the impact this proposed use would have on the adjacent residential neighborhood.

community • safety • stewardship

CITY COUNCIL

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

Respectfully submitted,

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

Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager



SHEET <b>EX-1</b>	PROJECT ID: <b>EXHIBIT</b>	TITLE <b>PROPOSED BUILDING</b>	DEVELOPER:
			NOT APPROVED FOR CONSTRUCTION DRAWN BY: CHECKED BY: DATE: SCALE: (N) 1" = 20'

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AGENDA ITEM NO. 2

**Request for rezoning from RO-1 Restricted Office to B-2 General Business at 330 54th Street SW (Section 36) (Sonny Laham)**

Hofert shared that agenda item #2 was originally presented at the June 15, 2021 Planning Commission meeting but due to a public noticing error, Commissioners did not take action at that time. The public hearing has remained opened and staff will re-present the request this evening.

Hofert explained that the site is currently is a single-family residential property and outlined the various uses of the surrounding land.

Hofert stated that the applicant desires to develop the site for an instant oil change facility (automobile service station use – special use). Hofert stated that this is type of use is permitted in B-2 districts with special use approval. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

Hofert shared that staff is not supportive of the request as they do not believe it is consistent with the vision for the south side of the 54<sup>th</sup> Street corridor. Staff also has significant concerns about allowing continued encroachment of B-2 uses along the south side of the corridor. The city's master plan and previous conversations around 54<sup>th</sup> ST development have reinforced the need to protect the residential south of 5<sup>4th</sup> from the more intense B-2 uses on the north side of the street.

Hofert shared that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

- a. *Consistency with the adopted master plan;*  
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as future Corridor Commercial. The vision for the south side of 54<sup>th</sup> ST SW is to develop small office developments, more consistent with permitted uses in the RO-1 zone district that serve as a buffer to the adjacent residential neighborhood.
- b. *Compatibility of the allowed uses with existing and future land uses;*  
The current Restricted Office designation is consistent with the desired future commercial use. The proposed rezoning to B-2, is more intense than the vision for the south side of the 54<sup>th</sup> Street corridor. The RO-1 zoning district permits small

office developments that are less intense and more sympathetic to the residential to the south. The B-2 district permits more intense uses via special use, including gas stations and automobile service stations. Additionally, 54th Street SW already has significant traffic concerns and added commercial of this nature (automobile service station) may exacerbate the existing condition.

*c. Capability of the property to be served by public services;*

The property can be served by public utilities.

*d. Ability of the property to be used as currently zoned;*

The property's current zoning is not an impediment to its future development. The vision for the south side of 54th St SW is to develop lower intensity office uses that buffer the adjacent residential from the more intense commercial developments on the north side of 54th ST. The RO-1 zone district is an ideal fit for the south side of 54th ST SW. The current RO-1 zoning is compatible with the future vision.

*e. Appropriateness of all uses allowed within the proposed district at the property location.*

The B-2 zone district permits for a wide variety of commercial uses which may not be appropriate for this location due to their intensity and adjacency to a residential neighborhood.

Hofert shared that the proposed project could exacerbate traffic congestion on 54th ST and negatively impact the environmental quality of the existing adjacent residential neighborhood.

Hofert explained that the Development Review Team recommends that the Planning Commission recommend to City Council denial of the rezoning request for 330 54th Street SW.

Chair DeLange asked if a representative or developer for the project was present.

Brian Silvernail, 43 100<sup>th</sup> SW, Byron Center, MI 49513, introduced himself as the representative and spoke about the history of the site and discussed why this site is a good fit for the proposed oil change use.

DeLange reminded the Commissioners that the public hearing has remained open and asked if any of the public wanted to speak to this project.

Connie Westgate, 5513 Palmer Hills Dr SW, Wyoming, MI 49509, had questions regarding the proposed auto change use.

DeLange confirmed with staff that the site plan was not part of this request and that if a rezone were granted, the project would need to come before Planning Commission for Special Use review and approval.

Hofert confirmed that site plan is just conceptual and that if the rezone is successful then the project would have to come back to Planning Commission for Special Use and site plan approval.

DeLange closed the public hearing at 7:32pm.

A motion was entered by Hegyi, supported by Zapata, to deny rezoning from RO-1 Restricted Office to B-2 General Business at 330 54th Street SW.

Weller stated that while he appreciated the effort Mr. Silvernail put into the project he feels this is not the right project for this area and that approving this feels shortsighted. He stated that although it may take time to realize the vision for this corridor, it is worth waiting for it. Weller stated that he supports the denial of the request.

DeLange commented that this plan does not fit the City's new Master Plan Wyoming [re] Imagined.

Arnoys stated that he supports DeLange's comments regarding the Master Plan and he is concerned about the impact this proposed use will have on the surrounding neighbors. Arnoys is worried that this would not be in the best interest of the City in the long term therefore he does not support the rezoning.

A vote on the motion to deny rezoning from RO-1 Restricted Office to B-2 General Business at 330 54th Street SW carried unanimously.

### AGENDA ITEM NO. 3

Request to approve a special use for a drive-through restaurant establishment at 2761 44th Street SW (Section 21) (CWD 2757 44th St. LLC) Includes site plan approval.

Hofert explained that the site is currently part of the larger Ramblewood Plaza commercial development and is currently vacant outlot. Hofert outlined the various

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

RESOLUTION TO ACCEPT A PROPOSAL FROM GEORGETOWN CONSTRUCTION CO.  
TO INSTALL A NEW FIRE HYDRANT ON GODFREY AVENUE IN WYOMING AND TO  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Georgetown Construction Co. to install a new fire hydrant on Godfrey Avenue in Wyoming at an estimated cost of \$12,500.
2. Funds for the project are available in account number 591-441-57300-972.573, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Georgetown Construction Co. to install a new fire hydrant on Godfrey Avenue in Wyoming at an estimated cost of \$12,500.
2. The City Council does hereby authorize the City Manager to execute the contract.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contract

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



## STAFF REPORT

Date: July 22, 2021

Subject: Installation of a Fire Hydrant on Godfrey Avenue

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

Meeting Date: August 2, 2021

---

### **RECOMMENDATION:**

It is recommended the City Council award the proposal to Georgetown Construction Co. for the installation of a new fire hydrant on Godfrey Avenue to improve water quality and fire protection at the Wyoming/Grand Rapids city limit.

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

High quality water and ample fire protection are core components in allowing the City of Wyoming to provide high quality infrastructure to all citizens and businesses.

### **DISCUSSION:**

The City of Grand Rapids has contracted with Georgetown Construction Co. to reconstruct Godfrey Avenue in the City of Grand Rapids heading north from the Wyoming city boundary. Wyoming desires to improve water quality and fire protection in the area of the city limit and has requested Georgetown Construction Co. add a new fire hydrant to their ongoing project. Georgetown Construction Co. can install the hydrant in the amount of \$12,500 and complete the work with the ongoing project.

### **BUDGET IMPACT:**

Sufficient funds are available in account number 591-441-57300-672.573, but a budget amendment is necessary.

**STANDARD CITY CONTRACT FOR SMALL PROJECT**  
**CITY OF WYOMING, MICHIGAN**

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

**BACKGROUND**

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

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

"Contractor" means: POINSTEIN ENTERPRISES LLC  
DBA GEORGETOWN CONSTRUCTION CO.  
[Name of contractor's entity]  
A LIMITED LIABILITY COMPANY  
[State & type of contractor's entity, e.g., corporation, limited liability company, etc.]  
6601 WILSHIRE DR.  
[Contractor's street address]  
JENISW, MI 49428  
[Contractor's city, state & zip]

"Effective Date" means: JULY 21, 2021.

"Project" means: To supply the materials, construct and install the following on the Project Site:  
FIRE HYDRANT

"Project Site" means: City facility generally known as GODFREY AVE. SW WATER MAIN  
Located at GODFREY AVE SW. @ NORTH CITY LIMIT  
[Insert address or other description, e.g., \_\_\_ Street between \_\_\_ and \_\_\_]

"Proposal" means: The Contractor's proposal for the Project attached as Exhibit B.

**TERMS AND CONDITIONS**

1. Contractor will provide the equipment and materials, construct and install the Project and instruct City staff on the use and maintenance of the Project as provided in the Proposal. Except as otherwise provided in the Proposal, Contractor will provide all needed qualified personnel, supplies, and tools needed to complete the Project.
2. The City will pay Contractor in accordance with the proposal and ensure any materials and services the Proposal identifies as being provided by the City are provided on a timely basis so Contractor can complete the Project as stated in the Proposal.
3. Contractor represents and warrants it is complying with and will comply with the City Contract Standard Terms and Conditions.
4. This is the only agreement between the parties regarding the Project. 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

GEORGETOWN CONSTRUCTION CO.  
[Contractor's name]

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

By: [Signature]  
STEVE CIZANE PROJECT MANAGER  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: 7/21/21

Approved as to form:

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

Exhibit A  
CITY OF  
**Wyoming**  
MICHIGAN

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to all contracts to which the City of Wyoming (the "City") is a party ("City Contracts") unless they are 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 ("Contractor") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Contractor shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the work under the City Contract and shall furnish copies of those licenses and permits to the City prior to commencing work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
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. **Diversity and Inclusion.** Contractor 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.** 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 of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor 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 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.** Contractor and all its subcontractors shall, before beginning work complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).
10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, 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. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the 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 expressly states otherwise, Contractor shall remove and dispose of all

materials, equipment or other items demolished, removed or replaced during the work and to cleanup and remove of all debris resulting from the work. All disposal shall comply with applicable laws, rules and regulations and Contractor shall retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

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

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

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

17. Insurance.

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

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

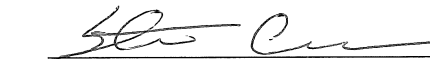
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, the 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 otherwise provided in the City Contract, (i) no right or duty of Contractor 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. 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 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) Contractor complies with and will comply with them.

  
[Signature]

STEVE CRANE PROJECT MANAGER  
[Printed Name and Title of Person Signing]

GEORGETOWN CONSTRUCTION CO.  
[Printed Name of Contractor]

Date signed: 7/21/21

**Exhibit B  
Proposal**

*SEE ATTACHED*

# Georgetown Construction Co.

6601 Wilshere Dr. ~ Jenison, MI 49428 ~ (616) 669-6000 ~ Fax: (616) 669-6391

<b>To:</b> City Of Wyoming <b>Address:</b> 1152 28th Street SW, PO Box 905 Wyoming, MI	<b>Contact:</b> Russ Henckel <b>Phone:</b> <b>Fax:</b>
<b>Project Name:</b> City Of Wyoming Fire Hydrant Godfrey Ave <b>Project Location:</b>	<b>Bid Number:</b> <b>Bid Date:</b> 6/29/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Fire Hydrant Assembly Including Live Tap Exisitng 12" Main	1.00	EACH	\$12,500.00	\$12,500.00


**Total Bid Price: \$12,500.00**

## Notes:

- The above prices do not include Performance and Payment Bond. Add 2% if bond is required.
- The above prices include all cost for all required permits related to Georgetown's items of work.
- The above prices do not include Permits. Purchaser shall obtain, pay for and provide Georgetown all permits or assessments required for the project prior to commencement. Unless listed as included in proposal.
- This proposal must be accepted by the purchaser within thirty (30) days from the date hereof. If not accepted within that period, this proposal may be withdrawn at Georgetown Construction's sole discretion and the proposal considered void.
- Georgetown Construction Co. is not a member of OE-324 or any other labor organization and does not adhere to the implementing wage and benefit requirements. General contractor acceptance of this of this proposal agrees to incur any and all costs associated with the requirements.
- Should any unusual conditions be encountered that are either not specifically referenced in this proposal or are not anticipated to be encountered by Georgetown in the performance of this proposal, resulting in any extra costs, shall be the responsibility of the General Contractor/owner.
- It is expressly understood that all items, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind other than those set forth in this proposal. No modifications of this proposal shall be valid unless such modification is in writing and signed by all parties to this proposal.
- Quantities for the project in this proposal are approximate and arrived at or furnished for estimating purposes only, and it is understood that payment is to be made on actual quantities placed unless otherwise indicated.

## Payment Terms:

Payment due within 10 days after payment is made by Owner.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Georgetown Construction Co.</b>  <b>Authorized Signature:</b>  <b>Estimator:</b> Steve Crane (616) 540-3041 scranegtwn5@gmail.com
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH EMERGENCY REPAIR OF THE  
VACTOR TRUCK PUMPS, APPROVE THE ATTACHED BUDGET AMENDMENT,  
AND AUTHORIZE PAYMENT TO JACK DOHENY COMPANY

WHEREAS:

1. As detailed in the attached staff report, Jack Doheny Company provided an estimate for the emergency repair of the Vactor truck pumps in the total estimated amount of \$13,399.19.
2. Funds for the repairs will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repair to the Vactor truck pumps.
2. The City Council does hereby authorize payment to Jack Doheny Company.
3. The City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Estimate

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 2, 2021**

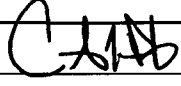
**Budget Amendment No. 009**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$13,500.00 of budgetary authority for emergency Vactor pump repairs per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Sewer Fund</u></b>				
Public Works - Transmission - Motor Pool Rental Equipment Maintenance				
590-441-54200-947.200	45,000.00	4,500.00		49,500.00
Fund Balance/Working Capital (Fund 590)		<u>0.00</u>	<u>4,500.00</u>	
<b><u>Water Fund</u></b>				
Public Works - T and D Mains - Motor Pool Rental Equipment Maintenance				
591-441-56200-947.200	50,000.00	4,500.00		54,500.00
Public Works - T and D Services - Motor Pool Rental Equipment Maintenance				
591-441-56700-947.200	70,000.00	4,500.00		74,500.00
Fund Balance/Working Capital (Fund 591)		<u>0.00</u>	<u>9,000.00</u>	

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

## STAFF REPORT

Date: July 26, 2021  
Subject: Emergency Repair - Vactor Truck Pumps  
From: Ted Seil, Fleet Services Supervisor  
Date of Meeting: August 2, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council approve an emergency repair to the Vactor truck pumps by Jack Doheny Companies, Inc. in the amount of \$13,399.19.

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

The Vactor is one of the most used pieces of equipment in the Public Service Department to respond to water and sewer emergencies. It is used to excavate areas that have sensitive underground utilities such as gas lines or fiber optic communication lines in a safer manner than using a backhoe, and to clear sewer main backups.

### **DISCUSSION:**

On June 22, 2021, two of the Vactor truck's main pumps were damaged due to hydrolocking. An attempt was made to repair the truck in the Fleet Services shop, however, it proved too complex for staff and the truck was subsequently brought to its original manufacturer, Jack Doheny Companies, in Northville, Michigan. Upon inspection Jack Doheny agreed with the Fleet Services diagnosis and an estimated repair cost of \$13,399.19 was provided to the City. Due to the importance of this piece of equipment, an emergency repair was requested and approved by the City Manager consistent with the City Purchasing Policy. The pumps were repaired and the Vactor was returned to the City on July 26.

### **BUDGET IMPACT:**

Sufficient funds are available in the following maintenance accounts pending a budget amendment: 590-441-54200-947.200 (sewer transmission, maintenance), 591-441-56200-947.200 (water mains, maintenance), 591-441-56700-947.200 (water services, maintenance).



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

# INVOICE

Invoice No. **134228** Invoice Date **7/26/21** **SERVICE**

**Invoice To**  
WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
WYOMING MI 49509

**Ship To:**  
WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
WYOMING MI 49509

## INFORMATION

<b>Job Number:</b>	26253	<b>Due Date:</b>	09/09/2021	<b>Customer Code.:</b>	WYOM0003
<b>Service Date:</b>	6/28/21	<b>Salesman:</b>		<b>Site Code:</b>	_MAIN
<b>Branch:</b>	1100	<b>Taken By:</b>	SDELGRECO	<b>Site Contact:</b>	WYOM0003 FAX NUMBER
<b>P.O. No.:</b>	626001	<b>Make:</b>	VA	<b>Phone:</b>	616-249-3486
<b>Equip. No.:</b>	6136	<b>Model:</b>	2100P	<b>Serial No.:</b>	12-07V-13228
<b>Customer Eq. No.:</b>	6136	<b>Equip. Desc.:</b>	2115824P - VACTOR 2115284P UNIT	<b>Chassis VIN:</b>	1HTWNAZT1DH167878

## NOTES

**Service Job Notes:**  
CONTACT: TED SILE 616-558-6659

BLOWER 2770  
RODDER 1628  
PTO A 4503  
PTO B 1104

NOTE RODDER PUMP NEEDS REBUILD SENSING ROD COULD NOT BE STRAIGHTENED  
NOTE FURTHER REPAIRS MAY BE NEEDED AT THE ACTUAL TEST RUN OF THE RODDER SYSTEM

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
2.00	PART	VA-29662	SEAL,SENSING ROD	\$5.27	\$10.54	\$0.00	\$10.54
1.00	PART	VA-39222	BUSHING HAT TYPE STL RD 1 1/2	\$15.85	\$15.85	\$0.00	\$15.85
1.00	PART	V3-62180XR	RODDER PUMP,OIL UP	\$8,500.00	\$8,500.00	\$0.00	\$8,500.00
4.50	LABOR	NOVO	DISASSEMBLE SENSING ROD AND PISTON. FOUND PISTON TO BE DAMAGED, SENSING ROD TO BE BENT. ATTEMPT TO STRAIGHTEN SENSING ROD. REPLACED SENSING ROD SEAL. SENSING ROD TOO DAMAGED TO SAVE. RODDER PUMP NEEDS REMOVED AND DISASSEMBLED. NEEDS TO BE REBUILT.	\$125.00	\$562.50	\$0.00	\$562.50
2.00	PART	VA-507349	CHECK VALVE, 3"	\$387.50	\$775.00	\$0.00	\$775.00

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE [DOHENYCOMPANY.COM](http://DOHENYCOMPANY.COM)



Remit To:  
**Jack Doheny Company**  
 L3846  
 Columbus OH, 43260-3846

# INVOICE

Invoice No. **134228** Invoice Date **7/26/21** **SERVICE**

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
2.00	PART	VA-507171	2" DISCHARGE VALVE ASSY	\$263.40	\$526.80	\$0.00	\$526.80
1.00	PART	V3-41280JD	SCREEN,80 MESH,3	\$23.00	\$23.00	\$0.00	\$23.00
1.00	LABOR	NOVO	ASSIT WITH RODDER PUMP REPAIRS	\$125.00	\$125.00	\$0.00	\$125.00
2.50	LABOR	SSMI	REMOVED EXISTING RODDER PUMP. BEGAN INSTALLATION OF NEW RODDER PUMP.	\$125.00	\$312.50	\$0.00	\$312.50
56.00	PART	ZZ-AW68	HYDRAULIC OIL ( G )	\$14.25	\$798.00	\$0.00	\$798.00
7.50	LABOR	SSMI	FINISH INSTALLATION OF RODDER PUMP. RUN/TEST. FOUND LEAK IN WATER TANK. INSPECT TRUCK FOR MORE ISSUES.	\$125.00	\$937.50	\$0.00	\$937.50
1.00	LABOR	JOHN	GENERAL LABOR/ADMIN TIME /PREPARE ESTIMATE	\$125.00	\$125.00	\$0.00	\$125.00
1.00	OTHER	SHOP SUPPLIES	SHOP SUPPLIES	\$250.00	\$250.00	\$0.00	\$250.00
3.50	LABOR	MAUL	FINAL RUN/TEST WATER SIDE OF TRUCK. CHECK OVER TRUCK FOR ANY ISSUES, UNIT HAS TESTED ALL GOOD AT THIS TIME.	\$125.00	\$437.50	\$0.00	\$437.50

7

<b>Labor Total:</b>	<b>\$2,500.00</b>
<b>Parts Total:</b>	<b>\$10,649.19</b>
<b>Consumables:</b>	<b>\$0.00</b>
<b>Freight:</b>	<b>\$0.00</b>
<b>Other:</b>	<b>\$250.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$13,399.19</b>

Payment Terms: 45 DAYS FROM INVOICE

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE [DOHENYCOMPANY.COM](http://DOHENYCOMPANY.COM)

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF DE-ICING SALT  
FROM COMPASS MINERALS AMERICA INC. AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, and the cities of Grand Rapids, Kentwood and Walker.
2. It is estimated the City will purchase approximately 5,200 tons of de-icing salt for the 2021-2022 winter season.
3. It is recommended the City authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$68.04 per ton.
4. Funds for the purchase are budgeted in the Major Street and Local Street Winter Maintenance account numbers 202-441-47800-740.000 and 203-441-47800-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of de-icing salt from Compass Minerals America Inc.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:

Staff Report  
Purchase Agreement

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

## STAFF REPORT

Date: July 20, 2021

Subject: Approve the Purchase of De-icing Salt from Compass Minerals

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: August 2, 2021

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### RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of approximately 5,200 tons of de-icing salt from Compass Minerals at a unit price of \$68.04 per ton, in cooperation with the Kent County Road Commission and other local agencies.

### COMMUNITY, SAFETY, STEWARDSHIP:

De-icing salt is cooperatively purchased with regional agencies to obtain the best pricing. It is applied using modern application technology to minimize its impact on the environment yet still provide for motorist safety.

### DISCUSSION:

The City of Wyoming has purchased de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood and City of Walker for the last sixteen years. Compass Minerals has bid the de-icing salt at \$68.04 per ton. Price is effective through August 31, 2022. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2012-2013	63.20	-0.5 %
2013-2014	64.77	2.5 %
2014-2015	66.62	2.9 %
2015-2016	66.63	0.0 %
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %

Over the past 5 years, Wyoming has used an average of 4,300 tons of de-icing salt per winter season, ranging from approximately 2,530 to 6,146 tons per year depending on the severity of the

season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 3,200 tons and allows Wyoming to purchase up to 5,200 tons of de-icing salt for this season. The City currently has approximately 4,700 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 5,200 tons of de-icing salt for a total estimated cost of \$355,000.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts, 202-441-47800-740.000 and 203-441-47800-740.000.

**ATTACHMENTS:**

Purchase Agreement – Compass Minerals



**Sold-To ("Buyer"):**

Aaron Vis  
 City of Wyoming  
 P O Box 905  
 Wyoming, MI 49509-0905

**Date:** July 24, 2021  
**Document:** 176616  
**Tel:** (616) 530-7229  
**Fax:** (616) 249-3487  
**Email:** Avis@wyomingmi.gov  
**Customer #:** H706426  
**Preferred:** Fax

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)
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<p>4,000</p>	<p>City of Wyoming (Kent Co)          2660 Burlingame SW          Wyoming, MI 49509          Destination #: H763548          Delivery Lead Time: 5 days</p>	<p>68.04 Deliver w/o/Equipment</p>	<p>Depot: Muskegon          Product: BULK HIGHWAY COARSE W/YPS (6615)          Mode of Transport: DUMP (END OR BOTTOM)          Distance: 41.5 Miles</p>
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Contract period is from September 1, 2021 through August 31, 2022. There are no early fill requirements for 2021-2022 season.

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Wednesday, 31 Aug 2022

**Transactions hereunder are pursuant to Contract #20-42: Purchase of 2020-2021 Winter Season's Requirements of Bulk Rock Salt dated April 28, 2020 between Seller and the Board of County Road Commissions of the County of Kent (the "Contract") and the Terms and Conditions of Sale set forth on the reverse side of this Quotation (the "Quotation Terms"). Notwithstanding anything to the contrary in the Quotation Terms, in the event of a direct conflict between the terms of the Contract and the Quotation Terms, the terms of the Contract will govern.**

Terms are NET 30 days from shipment with approved credit.

- \* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- \* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store the Product after 31 Aug 2022, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

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

Austin Welch  
 Highway Sales Mgr 800-323-1641 x2  
 Compass Minerals America Inc.

Approved as to terms  
 Scott G. Smith, City Attorney  
 Date:

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
 Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

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

RESOLUTION TO AWARD A BID  
FOR CURED-IN-PLACE PIPE LINING  
TO INSITUFORM TECHNOLOGIES USA, LLC

WHEREAS:

1. On Tuesday, July 20, 2021, the City received four bids for Cured-In-Place Pipe Lining.
2. The Public Works Department recommends that the City Council award the bid for cured-in-place pipe lining to the low bidder, Insituform Technologies USA, LLC for fiscal year 2022 at a unit cost of \$30.80 per linear foot (LF) for 8" sewer lines, \$30.80 per LF for 10" sewer lines, \$38.80 per LF for 12" sewer lines, \$59.50 per LF for 15" sewer lines, \$75.00 per LF for 18" sewer lines, \$85.00 per LF for 21" sewer lines, \$125.00 per LF for 24" sewer lines, \$150.00 per LF for 27" sewer lines, and \$317.60 each for protruding tap removal.
3. The Public Works Department anticipates spending approximately \$420,000 for cured-in-place pipe lining in fiscal year 2022. Sufficient funds have been budgeted in the Major Street, Local Street, and Sewer Fund accounts: 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for Cured-In-Place Pipe Lining to Insituform Technologies USA, LLC for fiscal year 2022.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for Cured-In-Place Pipe Lining.

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 August 2, 2021.

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

ATTACHMENTS:

Staff Report

Contract Form – Insituform Technologies USA, LLC

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

## STAFF REPORT

Date: July 20, 2021  
Subject: Bid Award – Cured-In-Place Pipe Lining  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: August 2, 2021

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### RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for cured-in-place pipe lining to the low bidder, Insituform Technologies USA, LLC for fiscal year 2022 at the unit prices listed on the Bid Tabulations shown below. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. Cured-in-place pipe lining also limits root intrusion into the sanitary and storm sewer systems and reduces the potential for environmental problems caused by sewer backups and overflows. It reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

### DISCUSSION:

Cured-in-place pipe lining is a trenchless technology that does not require excavation to rehabilitate a pipeline that is either leaking or structurally unsound. A resin-saturated felt tube is inverted or pulled through a manhole into a damaged pipe. Because no digging is involved, this process is more cost-effective and less disruptive than having to replace the pipe section.



On July 20, 2021, the City received four bids for cured-in-place pipe lining. Invitations to bid were sent to thirty-six bidders and bid specifications were picked up by seven pre-qualified bidders. Insituform submitted the lowest bid. Although Insituform’s rates are slightly higher for the three largest diameters of pipe, their overall cost structure represents the lowest because we line far more smaller diameter pipes than the larger diameter. The unit cost of \$30.80 per linear foot ( LF) for 8” lines is an increase of 7%, the unit cost of \$30.80 per LF for 10” lines is a decrease of 13%, the unit cost of \$38.80 per LF for 12” lines is a decrease of less than 1%, the unit cost of \$59.50 per LF for 15” lines is an increase of 26%, the unit cost of \$75.00 per LF for

18” lines is an increase of 27%, the unit cost of \$125.00 per LF for 24” lines is an increase of 12%, and the unit cost of \$317.60 for each protruding tap removal is an increase of 67% from the previous bid in 2018. 21” and 27” lines were not previously bid.

The Public Works Department anticipates spending approximately \$420,000 for cured-in-place pipe lining in fiscal year 2022.

**BUDGET IMPACT:**

Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

**BID TABULATIONS:**



TABULATION OF BIDS  
 ON CURED-IN-PLACE PIPE LINING - BID # 1937  
 Opened By The City Clerk On July 20, 2021 At 11:00 a.m.

Cured-In-Place Pipe Lining	Estimated Quantity (LF)	Bidders						
		Corby Energy Services	Inland Waters Pollution Control	Insituform	National Power Rodding	Plummer's Environmental Services	SAK Construction	Waste Recovery Systems
8" Unit Price/ L.F.	6,112.00	\$33.00	\$56.00	\$30.80	NO BID	NO BID	NO BID	\$32.30
10" Unit Price/ L.F.	1,683.00	\$39.00	\$58.00	\$30.80				\$37.05
12" Unit Price/ L.F.	2,526.30	\$44.50	\$62.00	\$38.80				\$41.80
15" Unit Price/ L.F.	267.90	\$60.00	\$82.00	\$59.50				\$45.60
18" Unit Price/ L.F.	0.00	\$75.00	\$145.00	\$75.00				NO BID
21" Unit Price/ L.F.	0.00	\$85.00	\$160.00	\$85.00				NO BID
24" Unit Price/ L.F.	0.00	\$105.00	\$175.00	\$125.00				NO BID
27" Unit Price/ L.F.	0.00	\$125.00	\$190.00	\$150.00				NO BID
Protruding Tap Removal Unit Price (ea.)	10.00	\$115.00	\$365.00	\$317.60				\$90.25

# CONTRACT FORM

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

## City Standard Contract for Cured-In-Place Pipe Lining

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

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

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

“Contractor” means:

INSITUFORM TECHNOLOGIES USA, LLC.

LEGAL NAME OF COMPANY

N/A

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

Limited Liability Company - Delaware

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

17988 Edison Avenue

STREET ADDRESS

Chesterfield

Missouri

63005

CITY

STATE

ZIP CODE

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

## Terms and Conditions

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

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

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

**City of Wyoming**

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

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

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

**Contractor** INSITUFORM TECHNOLOGIES USA, LLC.

By: Ursula J. Youngblood.  
Signature of Bidder

Ursula J. Youngblood  
Printed Name of Bidder

Contracting & Attesting Officer  
Title

Date signed: 20 July 2021

**Approved as to form:**

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

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

RESOLUTION TO AWARD A BID  
FOR VIDEO INSPECTION AND CLEANING OF EXISTING SEWER LINES  
TO PLUMMER'S ENVIRONMENTAL SERVICES

WHEREAS:

1. On Tuesday, July 20, 2021, the City received six bids for video inspection and cleaning of existing sewer lines.
2. The Public Works Department recommends that the City Council awards the bid for video inspection and cleaning of existing sewer lines to the low bidder, Plummer's Environmental Services, for fiscal years 2022, 2023 and 2024 at a unit cost of \$1.33 per linear foot for 8" – 12" sanitary sewer lines and a unit cost of \$1.89 per linear foot for 15" – 24" sanitary sewer lines.
3. The cost of video inspection and cleaning of existing sewer lines is anticipated to be approximately \$250,000 for work performed during fiscal year 2022. Sufficient funds have been budgeted in the Sewer Fund account: 590-441-54200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby award the bid for Video Inspection and Cleaning of Existing Sanitary Sewer Lines to Plummer's Environmental Services for fiscal years 2022, 2023, and 2024.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for Video Inspection and Cleaning of Existing Sanitary Sewer Lines.

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 August 2, 2021.

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

ATTACHMENTS:

Staff Report

Contract Form – Plummer's Environmental Services

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

## STAFF REPORT

Date: July 20, 2021

Subject: Bid Award – Video Inspection and Cleaning of Existing Sewer Lines

From: Jodie Theis, Public Services Supervisor

Meeting Date: August 2, 2021

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### **RECOMMENDATION:**

The Public Works Department recommends that the City Council award the bid for video inspection and cleaning of existing sewer lines to the low bidder, Plummer’s Environmental Services, for fiscal years 2022, 2023 and 2024 at a unit cost of \$1.33 per linear foot for 8” – 12” sanitary sewer lines and a unit cost of \$1.89 per linear foot for 15” – 24” sanitary sewer lines. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

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

By proactively cleaning sanitary sewer lines, blockages are removed before they occur reducing the potential for overflows and other environmental issues. Inspecting the sewer lines also identifies structural problems that can also be proactively repaired, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs. The video inspection information is used to determine what sanitary sewer mains should be lined with cured-in-place pipe lining next fiscal year.

### **DISCUSSION:**

On July 20, 2021, the City received six bids for video inspection and cleaning of existing sewer lines. Invitations to bid were sent to thirty-six bidders and bid specifications were picked up by eight pre-qualified bidders. Plummer’s Environmental Services submitted the low bid, and we have had a good working experience with them in the past. The unit cost of \$1.33 per linear foot for 8” – 12” lines is a decrease of 10%, and the unit cost of \$1.89 per linear foot for 15” – 24” lines is the same as the previous bid in 2016.

The cost of video inspection and cleaning of existing sewer lines is anticipated to be approximately \$250,000 for work performed during fiscal year 2022.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the sewer maintenance account: 590-441-54200-930.000.

### **ATTACHMENTS:**

Bid Tabulations

TABULATION OF BIDS



ON VIDEO INSPECTION AND CLEANING OF EXISTING SEWER LINES (2021-2024) - BID # 1938

Opened By The City Clerk On July 20, 2021 At 11:00 a.m.

Bidder	2021 - 2022				2022 - 2023				2023 - 2024				
	8" - 12" Dia. (Est. 120,000 L.F.)		15" - 24" Dia. (Est. 20,000 L.F.)		8" - 12" Dia. (Est. 120,000 L.F.)		15" - 24" Dia. (Est. 20,000 L.F.)		8" - 12" Dia. (Est. 120,000 L.F.)		15" - 24" Dia. (Est. 20,000 L.F.)		
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Corby Energy Services	\$2.00	\$240,000.00	\$2.10	\$42,000.00	\$2.00	\$240,000.00	\$2.10	\$42,000.00	\$2.00	\$240,000.00	\$2.10	\$42,000.00	\$282,000.00
Elite Pipeline Services	\$1.55	\$186,000.00	\$2.60	\$52,000.00	\$1.60	\$192,000.00	\$2.60	\$52,000.00	\$1.65	\$198,000.00	\$2.65	\$53,000.00	\$251,000.00
Inland Waters Pollution Control	NO BID												
National Power Rodding	\$3.65	\$438,000.00	\$5.00	\$100,000.00	\$4.10	\$492,000.00	\$8.50	\$170,000.00	\$5.00	\$600,000.00	\$10.00	\$200,000.00	\$800,000.00
Pipetek Infrastructure Services	\$2.25	\$270,000.00	\$2.92	\$58,400.00	\$2.25	\$270,000.00	\$2.92	\$58,400.00	\$2.25	\$270,000.00	\$2.92	\$58,400.00	\$328,400.00
Plummer's Environmental Services	\$1.33	\$159,600.00	\$1.89	\$37,800.00	\$1.33	\$159,600.00	\$1.89	\$37,800.00	\$1.33	\$159,600.00	\$1.89	\$37,800.00	\$197,400.00
SAK Construction	NO BID												
Waste Recovery Systems	\$1.54	\$184,800.00	\$1.64	\$32,800.00	\$1.62	\$194,400.00	\$1.72	\$34,400.00	\$1.70	\$204,000.00	\$1.80	\$36,000.00	\$240,000.00

## CONTRACT FORM

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

### City Standard Contract for Video Inspection and Cleaning of Existing Sewer Lines (2021-2024)

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

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

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

“Contractor” means:

**Plummer's Environmental Services, Inc.**

LEGAL NAME OF COMPANY

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

**Corporation - MI**

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

**10075 Sedroc Industrial Dr.**

STREET ADDRESS

**Byron Center**

CITY

**MI**

STATE

**49315**

ZIP CODE

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

### Terms and Conditions

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

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

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

**City of Wyoming**

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

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

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

**Contractor**

By: \_\_\_\_\_  
Signature of Bidder

**David Van Dyken**  
Printed Name of Bidder

**General Manager**  
Title

Date signed: **July 19, 2021**

**Approved as to form:**

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

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF TACTICAL VESTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of tactical vests for the TACT officers from On Duty Gear, LLC using the City of Grand Rapids cooperative purchasing program at a cost of \$2,995.00 per vest.
2. Funds are budgeted in the supplemental patrol uniform budget account number 101-305-31500-744.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of tactical vests from On Duty Gear, LLC in the total estimated amount of \$35,000.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENT:  
Staff Report

## STAFF REPORT

Date: July 8, 2021  
Subject: Purchase of Body Armor for TACT Officers  
From: Lt. Kirt Zuiderveen, Wyoming Department of Public Safety  
Meeting Date: August 2, 2021

---

### **RECOMMENDATION:**

It is recommended the City authorize the purchase of body armor from On Duty Gear, LLC using the City of Grand Rapids cooperative purchasing program. The total cost per vest is \$2,995.00.

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

This bid provides safety equipment utilized by TACT officers for high risk warrant services, critical incidences, and patrol operations.

### **DISCUSSION:**

The City of Grand Rapids has accepted and awarded a 2019 contract for the purchase of Armor Express body armor thru On Duty Gear LLC. This bid is currently in the final year for annual renewals.

This safety equipment is necessary to allow for the continual replacement of expiring body armor and for the immediate use by the officers assigned to TACT.

The body armor utilized by TACT differs from the standard body armor provided to all officers. The body armor utilized by TACT offers higher ballistic protection and additional protection that covers the officer's throat, shoulders, and upper torso.

### **BUDGET IMPACT:**

Body armor is officer specific. The officer is fitted by the provider prior to purchase to ensure they are sized correctly. Each body armor costs \$2,995.00.

\$35,000.00 in funds were budgeted in the department's supplemental patrol uniform budget for the purchase of eleven (11) vests. Funding for the body armor is located in 101-305-31500-744.000.

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF FIRE TURNOUT GEAR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of fire turnout gear from Phoenix Safety Outfitters using the NPPGov cooperative purchasing program at a cost of \$2,806.50 per set through March 1, 2022.
2. Funds are budgeted in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of fire turnout gear from Phoenix Safety Outfitters using the NPP.Gov cooperative purchasing program in the total estimated amount of \$50,000.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:

Staff Report

Quote

## STAFF REPORT

Date: July 20, 2021  
Subject: Fire Turnout Gear  
From: Dennis Van Tassell, Deputy Fire Chief  
Meeting Date: August 2, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of fire turnout pants and jackets from Phoenix Safety Outfitters using the NPPGov cooperative purchasing program. The total cost per set is \$2,806.50.

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

This bid provides safety equipment utilized for structural firefighting, vehicle accident scenes, and various emergency operations. This equipment is also necessary to maintain NFPA and MIOSHA Part 74 compliance.

### **DISCUSSION:**

This is necessary to allow the continual replacement of outdated turnout equipment and for the immediate purchase of new gear as personnel are hired into the fire department. In 2019 the Department requested bids and received four responses out of the 47 that were sent. Even though it was not the low bid, Phoenix Safety Outfitters was chosen because the turnout gear from Lion Apparel contains a higher percentage of Kevlar. This gives the gear extra strength, a longer life, and provides more safety to firefighters.

Phoenix Safety Outfitters is a provider of Lion Apparel for the region and is part of the NPPGov cooperative bidding system (Contract #PS20065). Turnout gear regularly increases in cost each year but working with NPPGov allows the Department to utilize competitive pricing.

### **BUDGET IMPACT:**

Turnout gear is typically bought as a pair after a person is sized correctly. Each set costs \$2,806.50. There are multiple groups that will utilize this same equipment. Funding for the turnout gear will be from 101-337-33900-744.001, 101-337-33901-744.001, and 101-337-33902-744.001.



**P.O. Box 20445**  
**Upper Arlington, OH 43220**

**Quote #: 179286**

**(THIS IS NOT AN INVOICE: DO NOT PAY FROM THIS DOCUMENT)**

**REMITTANCE INFORMATION:**

PHOENIX Safety Outfitters,  
 PO Box 20445  
 Upper Arlington, Ohio 43220

Ship Date: **Not set**

Invoice Date: **16 Jul 2021**

Payment Due Date: **31 Jul 2021**

Shipping Method: **Best Way**

Account Rep: **Matt Dumond**

Accounting Questions: **cgrogan@phoenixoutfitters.com**

Accounting Phone: **614-203-0247**

Bin Reference #:

**Bill to:**

JOSH SWITZER  
 CITY OF WYOMING FIRE DEPT  
 1250 36TH STREET SW  
 WYOMING MI 49509  
 UNITED STATES  
 Customer Phone:  
 Customer Email: switzerj@wyomingmi.gov

**Ship to:**

JOSH SWITZER  
 CITY OF WYOMING FIRE DEPT  
 1250 36TH STREET SW  
 WYOMING MI 49509  
 UNITED STATES  
 Customer Phone:  
 Customer Email: switzerj@wyomingmi.gov

Qty	Item ID	Item name	Item \$	Extended \$
1	WYO(KENMI)-VFC	JANESVILLE V-FORCE COAT, BI-SWING PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	\$1602.00	\$1602.00
1	WYO(KENMI)-VFP	JANESVILLE V-FORCE PANT PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	\$1204.50	\$1204.50
1		Added to Coat and Pants. Grab Tabs on Coat and Pant Pockets, CMC Escape Belts	\$0.00	\$0.00
1	NOTES:	Special NOTES: PRICING VALID THROUGH 03/01/2022 <i>Verified: [0621]</i>	\$0.00	\$0.00
1	NOTES:	Special NOTES: USING NPP.GOV CONTRACT <i>Verified: [0621]</i>	\$0.00	\$0.00

**Subtotal \$2806.50**

Not rated @ 0% \$0.00

MI-ST TAX EXEMPT @ 0% \$0.00

---

<b>Total</b>	<b>\$2806.50</b>
<hr/>	
Paid to date	\$0.00

**Physical Address:**

PHOENIX Safety Outfitters  
1619 Commerce Road  
Springfield, Ohio 45504  
(937) 324-2537

**Sales Tax Registrations:**

Ohio (91-050790)  
Indiana (0158424336)  
Michigan (41-2241348)  
**EIN:**  
41-2241348

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

RESOLUTION TO ACCEPT A QUOTE FROM SEHI COMPUTER PRODUCTS, INC.  
FOR THE PURCHASE OF WORKSTATIONS AND LAPTOPS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote using the REMC cooperative purchasing contract from Sehi Computer Products, Inc. for the purchase of workstations and laptops at a total estimated cost of \$102,500.00.
2. Funds are budgeted in account numbers 101-258-25800-740.200, 208-752-75200-984.017, 662-441-585-984.017, 590-590-54300-740.000 and 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of sixty-three workstations and forty-five laptops from Sehi Computer Products, Inc. at a total estimated cost of \$102,500.00.
2. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:  
Staff Report  
Quote

## STAFF REPORT

Date: June 29, 2020  
Subject: City Computer Hardware: Workstation/Laptop Purchase  
From: Pat Firestone, Director of Information Technology  
Meeting Date: August 2, 2021

---

### RECOMMENDATION:

It is recommended that the City Council authorize the purchase of sixty-three (63) workstations and forty-five (45) laptops, which would cover normal replacement cycles for the 2021/2022 budget year. The recommended vendor is Sehi Computer Products, Inc., in the amount of \$102,500.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues efforts toward standardizing and updating software and hardware on a regular basis. This normal upgrade process will continue to keep the City up-to-date, with the latest hardware, providing faster response times for employee computer-related tasks.

Stewardship - Performing large, consistent computer hardware purchases is a benefit to the City, providing cost-effective and consistent hardware used throughout the City.

### DISCUSSION:

The City is currently on a normal, five-year replacement cycle for workstations and laptops. This purchase will bring the City current for workstation and laptop replacements, for the 2021/2022 budget year. In the past, purchases of HP equipment were executed through HP direct, but in quoting hardware, it was noted that Sehi, quoting under the REMC pricing contract, was lower than HP. After requesting quotes, Sehi was found to be the lowest for both desktop workstations and laptops, they were selected as this fiscal year's equipment vendor.

	WORKSTATION – HP ELITEDESK 800 G6 (EACH)	LAPTOP – ELITEBOOK 840 G8 (EACH)
SEHI	\$662.00	\$1,058.40
ACCESS INTERACTIVE	\$949.25	\$1,398.75
HP DIRECT	\$924.66	\$1,899.81

### BUDGET IMPACT:

Funding for the purchase of computer equipment and/or peripherals is budgeted and available from the following funds: Information Technology #101-258-25800-740.200; Parks and Recreation #208-752-75200-984.017; Public Works #662-441-58500-984.017; Utilities/CWP #590-590-54300-740.000 and Utilities/WTP #591-591-55300-740.000.

Quote for City of Wyoming  
Todd Curran

EliteBook 840 G8

Part no	Items/description	Unit price	Qty	Ext price
19X35AV	HP IDS UMA i5-1135G7 840 G8 Base NB PC	\$1,058.40	6	\$6,350.40
4SS11AV	OS Localization			
1Y629AV	Electronic Energy Star labeling (EStar)			
19X85AV	Windows 10 Pro 64			
19Y10AV	Integrated HD 720p DualAryMic Webcam			
19X41AV	14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam bent			
19X89AV	16GB (1x16GB) DDR4 3200			
19Y01AV	256GB PCIe NVMe Three Layer Cell Solid State Drive			
19X56AV	No Near Field Communication (No NFC)			
19Y12AV	Intel Wi-Fi 6 AX201 ax 2x2 MU-MIMO nvP 160MHz +Bluetooth 5 WW with 2 Antennas			
19X64AV	No WWAN			
19X55AV	No Fingerprint Sensor			
19X57AV	No SmartCard Reader			
19X34AV	3 Cell 53 WHr Long Life			
19X32AV	65 Watt Smart nPFC Right Angle AC Adapter			
19Y47AV	C5 1.0m Sticker Conventional Power Cord			
19Z07AV	Dual Point spill-resistant Premium Keyboard			
19Y50AV	3/3/0 Warranty			
X9H42AV	No vPro AMT supported			
19Y44AV	Country Localization			
19X66AV	Standard Packaging			
18P62AV	Core i5 sz3 G11 Label			
3E755AV	Electronic TCO Certified labeling			
2E0U2AV	InTile Capable			
U7861E	5YR WARRANTY UPGRADE			

OPTIONS

5TW10UT	HP USB-C DOCK G5	\$135.50		
5YH26AV	DIB HP USB-C DOCK G5 (DUAL IN BOX FOR UNITS ORDERED WITH NB)	\$115.00	6	\$690.00

EliteDesk 800 G6

Part no	Items/description	Unit price	Qty	Ext price
8WY24AV	HP EliteDesk 800 G6 Desktop Mini Base Unit -35W RCTO	\$725.00	8	\$5,800.00
4YH35AV	OS Localization			
6ME14AV	ENERGY STAR Certified			
8WZ36AV	Windows 10 Pro 64			
8WY81AV	Intel Core i5 10500T 2.3GHz 6C 35W CPU			
8WZ45AV	16GB (1x16GB) DDR4 2666 SODIMM Memory			
8WZ60AV	256GB M.2 2280 PCIe NVMe TLC Solid State Drive			
9VD83AV	DM No SATA HDD Bracket G6			
9XM57AV	HP USB 320K Keyboard			
9XM56AV	HP Wired 320M Mouse			
8WZ76AV	Intel Wi-Fi 6 AX201 ax 2x2 non-vPro +Bluetooth 5 WW			
8WY65AV	65 Watt Smart nPFC Straight Power Supply			
8XW20AV	3/3/3 (material/labor/onsite) DM Warranty			
8XW18AV	HP 800 G6 DM Country Kit			
8WZ04AV	Single Unit (Desktop Mini) Packaging			
9VR98AV	No Flex Port 2			
2L410AV	No 3rd Port			
192J6AV	Electronic TCO Certified labeling			
3F694AV	Intel CML Core i5 Label			
U7899E	5YR WARRANTY UPGRADE			

EliteDesk 800 G6

Part no	Items/description	Unit price	Qty	Ext price
8WY24AV	HP EliteDesk 800 G6 Desktop Mini Base Unit -35W RCTO	\$662.00	6	\$3,972.00
4YH35AV	OS Localization			
6ME14AV	ENERGY STAR Certified			
8WZ36AV	Windows 10 Pro 64			
8WY81AV	Intel Core i5 10500T 2.3GHz 6C 35W CPU			
8WZ51AV	8GB (1x8GB) DDR4 2666 SODIMM Memory			
8WZ60AV	256GB M.2 2280 PCIe NVMe TLC Solid State Drive			
9VD83AV	DM No SATA HDD Bracket G6			
9XM57AV	HP USB 320K Keyboard			
9XM56AV	HP Wired 320M Mouse			
8WZ76AV	Intel Wi-Fi 6 AX201 ax 2x2 non-vPro +Bluetooth 5 WW			
8WY65AV	65 Watt Smart nPFC Straight Power Supply			
8XW20AV	3/3/3 (material/labor/onsite) DM Warranty			
8XW18AV	HP 800 G6 DM Country Kit			
8WZ04AV	Single Unit (Desktop Mini) Packaging			
9VR98AV	No Flex Port 2			
2L410AV	No 3rd Port			
192J6AV	Electronic TCO Certified labeling			
3F694AV	Intel CML Core i5 Label			
U7899E	5YR WARRANTY UPGRADE			

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

RESOLUTION TO ACCEPT A QUOTE FROM SENTINEL TECHNOLOGIES, INC. FOR THE PURCHASE AND INSTALLATION OF A HP MSA 2060 STORAGE AREA NETWORK AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Sentinel Technologies, Inc. has provided the City with a quote for the purchase and installation of a HP MSA 2060 storage area network system in the total estimated amount of \$44,876.00.
2. It is recommended the City Council accept the quote.
3. Funds for the purchase and installation are budgeted in account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Sentinel Technologies, Inc. for the purchase and installation of a HP MSA 2060 Storage Area Network.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:  
Staff Report  
Contract/Quote

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

## STAFF REPORT

Date: July 22, 2021  
Subject: Recommendation to Authorize Purchase of HP MSA 2060 SAN  
From: Pat Firestone, Director of Information Technology  
Meeting Date: August 2, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase and installation of a 50 terabyte (50TB) HPE MSA 2060 Storage Area Network (SAN) system from Sentinel Technologies in the amount of \$44,876.

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

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

Stewardship - Virtualized computing environments reduce electrical demand, generation of heat, and subsequent cooling required for maintaining an ideal computing environment. Virtualized environments are also more cost-effective, both in costs to procure and support.

### **DISCUSSION:**

The virtual computing environment network storage (SAN) has surpassed its scheduled end of service life (6 years). The current unit is a Hewlett-Packard Enterprise (HPE) Modular Smart Array (MSA) model 2040 with a capacity of 8 terabytes (8TB). Utilization of the current device's capacity is approximately 90%.

The Public Safety Department is also supported by a physical storage server dedicated to the Forensic Science Unit. The server is the main storage location for photo, video, and related evidence data collected by the department. The server is equipped with 14.5TB of storage that is over 90% utilized. The server was purchased in 2016 and is scheduled for replacement in 2022. Instead of replacing the hardware, the server will be virtualized, using storage in the new array.

An HPE MSA 2060 with 50TB of capacity has been selected to replace the current SAN and FSU Storage Server. In addition to handling current storage needs, this capacity and available expansion will provide space to accommodate the needed storage growth that is anticipated through 2028.

The State of Michigan has entered the Midwestern Higher Education Compact (MHEC) contract with Hewlett Packard (HPE). This contract (MHEC-10012015) provides tiered discount guarantees off list price for hardware, network, wireless, and related services. Similar contracts (e.g., REMC) have been used in previous years for the purchase of network servers and storage as allowed by charter section 2-257 - cooperative purchasing plans.

The Information Technology Department has worked with a trusted vendor and authorized MHEC reseller, Sentinel Technologies, to establish an appropriate configuration of the HPE MSA 2060 SAN. Staff requested “MHEC or better” pricing, and Sentinel provided a quote of \$44,876,634 representing a cost savings of \$4,074 when compared to the MHEC price list.

**BUDGET IMPACT:**

Adequate funding for this planned purchase is available in the 2022 budget in account 101-258-25800-984.017, General Fund, Information Technology, Capital Outlay – Computer Equipment.



## APPENDIX A

Customer Name: City of Wyoming

Street Address: 1155 28th Street S.W

City, State, Zip: Wyoming, MI 49509

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby appended to include the following:

Commencement Date \_\_\_\_\_ Agreement No. 001r1-CD \_\_\_\_\_ Addendum No. 013-CD \_\_\_\_\_

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

### Pricing Summary

#### **MSA2060 Storage**

#### **Hardware and Software**

		<b>Extended Price</b>
HPE MSA2060	\$	44,876.00
<b>Hardware and Software Total</b>	<b>\$</b>	<b>44,876.00</b>

**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>
Hardware and Software	\$	44,876.00
<b>Project Total</b>	<b>\$</b>	<b>44,876.00</b>

\*Quote is valid until 08/20/2021

*Plus applicable tax, shipping & handling*



**HPE MSA2060**

HPE MSA2060					
Description	Qty	Unit Price	Ext Price	Min Price	Max Price
HPE MSA 2060 12GB SAS SFF STRG PERP PL-LI NO DEAL REG	1	\$ 8,019.00	\$ 8,019.00		\$8,776.00
HPE MSA 14.4T SAS 10K SFF M2 PERP 6PK HDD BDL PL-LI NO DEAL REG	4	\$ 6,247.00	\$ 24,988.00		\$27,344.00
HPE MSA 2060 2U 24D SFF DRV PERP ENCLOSURE PL-LI	1	\$ 2,564.00	\$ 2,564.00		\$2,719.00
EXT 1.0M MINISAS HD TO MINISAS CABL HD CABLE PL=SI	4	\$ 74.00	\$ 296.00		\$318.28
HPE 5YR FOUNDATION CARE 24X7 SVCS MSA 2060 SVC PL-R8 NO DEAL REG	1	\$ 4,639.00	\$ 4,639.00		\$4,955.20
HPE 5YR FOUNDATION CARE 24X7 SVCS MSA2060 SFF DISK ENCL SVC PL-R8	1	\$ 2,988.00	\$ 2,988.00		\$3,325.60
HPE MSA 2.4TB SAS 10K SFF M2 PERP HDD PL-LI NO DEAL REG	1	\$ 1,382.00	\$ 1,382.00		\$1,512.00
Note: Multiple RAID 6 = 50TB+		\$ -	\$ -		
<b>Hardware and Software Sub-Total:</b>					<b>\$44,876.00</b>

**General Terms and Assumptions**

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.



**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30

**This quote is valid until 08 / 20 / 2021.**

**CUSTOMER:**  
City of Wyoming

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

P.O. #: \_\_\_\_\_

**CONTRACTOR:**  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

RESOLUTION TO CONCUR WITH THE EMERGENCY PURCHASE OF  
FUME EXHAUSTER PARTS TO REPAIR THE BIOFILTER AT THE  
CLEAN WATER PLANT AND TO AUTHORIZE PAYMENT TO NEW YORK BLOWER

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency purchase of fume exhauster parts to repair the biofilter at the Clean Water Plant in the total amount of \$14,520.00.
2. Funds are available in the Clean Water Plant account number 590-590-54300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency purchase of fume exhauster parts to repair the biofilter at the Clean Water Plant.
2. The City Council does hereby authorize payment to New York Blower in the amount of \$14,520.00.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 2, 2021.

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

ATTACHMENTS:

Staff Report  
Quote

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

## STAFF REPORT

Date: July 22, 2021  
Subject: Emergency Biofilter Repair  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: August 2, 2021

---

### RECOMMENDATION:

It is recommended the City Council concur with the emergency purchase of fume exhauster parts from The New York Blower Company in the amount of \$14,520.00 plus shipping for the repair of the biofilter at the Clean Water Plant.

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

The Clean Water Plant utilizes a biological filter, or biofilter, to remove foul-air contributors such as hydrogen sulfide gas from wastewater treatment systems and storage tanks. Gases from these areas pass through the biofilter's wood chip media bed where the microbial ecosystem removes pollutants to control and mitigate odors.

Recently plant staff discovered a significant breakdown of the fume exhauster, rendering the biofilter inoperable. The wheel and shaft assembly, which is of specialized construction to handle the atmospheric conditions, was found to have extensive damage. Therefore, The New York Blower Company and Applied Industrial Technologies were contacted to provide a quote for replacement parts. They are as follows:

Applied Industrial Technologies	\$18,371.23
The New York Blower Company	\$14,520.00

Considering the importance of maintaining suitable air quality at the Clean Water Plant and for the surrounding community, it was necessary to proceed with an emergency purchase of the replacement parts. It was prudent to make the timely purchase through The New York Blower Company as they are the original equipment manufacturer and they had the lowest quote.

### BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Account #590-590-54300-775.000.



New York Blower – Fan Rebuild / Repair – Kelair Dampers – Silencers – Anderson Snow Coils



56 E Lakewood Blvd. Ste 50, Holland MI 49424 / Telephone: 616.676.0900 / Fax: 616.676.3903 / Email: [ChiritechLLC@gmail.com](mailto:ChiritechLLC@gmail.com)

July 21, 2021

Quote Number: 10189

Reference: 2018-18732

City of Wyoming WWTP

Attention: Dave

We are pleased to offer the following for your consideration.

1 Parts for: Nyb FRP Fume Exhauster Size 30 HP Arr-1 Pos-Z CW Rotation

**Replacement Parts:**

- Wheel and Shaft Assembly: FE, HP, SST Sleeve

Unit Price Each (US\$):

14,520.00

Delivery: 2-3 Weeks

F.O.B.: Factory, Std. Nyb Terms Apply – Net 30 Days, Prices Valid for 30 Days

If Acceptable, Please Issue PO To: **The New York Blower Company c/o Chiritech**, Department 20-1004, PO Box 5940, Carol Stream, IL 60197-5940. Email to [ChiritechLLC@gmail.com](mailto:ChiritechLLC@gmail.com) or fax to 616.676.3903.

If you require any further information please contact us.

Respectfully submitted,

*Justin Deters*

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

RESOLUTION TO ACCEPT A PROPOSAL FROM H2O TOWERS LLC FOR  
ROOF REPAIR AND EXTERIOR CLEANING OF TWO CONCRETE STORAGE TANKS  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, H2O Towers LLC has provided a proposal for roof repair and exterior cleaning of two 5,000,000 gallon concrete ground storage tanks in the total estimated amount of \$23,000.00.
2. It is recommended the City Council accept the proposal.
3. Funds are available in the Water Treatment account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from H2O Towers LLC for roof repair and exterior cleaning of two concrete storage tanks.
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 August 2, 2021.

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

ATTACHMENTS:

Staff Report

Standard Professional Services Contract

Quote

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

**STAFF REPORT**

Date: July 21, 2020  
Subject: Concrete Storage Tank Repair  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: August 2, 2021

---

**RECOMMENDATION:**

It is recommended that City Council accept the proposal for roof repair and exterior cleaning of two 5,000,000 gallon concrete ground storage tanks from H2O Towers LLC in the estimated amount of \$23,000.00.

**COMMUNITY, SAFETY, STEWARDSHIP:**

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

**DISCUSSION:**

Four ground storage tanks are located at the Water Treatment Plant for the purpose of water storage and supply of fresh, potable water to the City of Wyoming and various wholesale customers. During inspection of the tanks, extensive radial cracks were identified in the concrete roofs of two concrete storage tanks. The roof cracks require repair to protect the potable water from outside elements and prevent the cracks from worsening. Considering the roofs will be cleaned for the repairs, it is prudent to clean the sidewalls as well. Doing so will remove the dirt, grime, and mildew to prolong the life of the exterior coating.

Therefore, two contractors with experience in concrete storage tank repair and who have recently successfully completed storage tank projects for the City were contacted to provide proposals for the roof repair and exterior cleaning. Each contractor was provided the same information and scope of work to ensure a fair and competitive opportunity. Both contractors made site visits to visually inspect the work and submitted formal proposals. They are as follows:

Fedewa Inc.	\$32,400.00
H2O Towers LLC	\$23,000.00

Upon review of the proposals received, H2O Towers LLC was found to meet the necessary scope of work and was also the lowest proposal. Additionally, H2O Towers LLC recently performed similar roof crack repairs on the west concrete storage tank and has cleaned the exterior of many Water Treatment Plant and Gezon storage tanks.

**BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Water Fund Account #591-591-55300-930.000.



CITY OF  
**Wyoming**  
MICHIGAN

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

This Contract is made as of the Effective Date between City and 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: H2O Towers LLC  
(Name of contracting entity)  
A Michigan limited liability company  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
PO Box 398  
(Contractor's street address)  
Saline, MI 48176  
(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 4, 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:

1. Contractor will supply the Goods and Services and Items as detailed in the Proposal.
2. 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. 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 provided 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

H2O Towers LLC

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

By: Bob Santure  
(Signature officer, director or principal of Contractor)  
Robert J Santure  
(Typed/Printed Name & Title of Person Signing for Contractor)

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

Date signed: July 20, 2021

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

Approved as to form:

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

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 §604 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 INSURED</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

H2O TOWERS LLC

PO Box 398  
Saline, MI 48176

# Estimate

Date	Estimate #
6/4/2021	2413

Name / Address
Wyoming Water Dept. Dan Kleinheksel kleinheksel@wyomingmi.gov 16700 New Holland 616-738-4957 W, 616-377-8969 C. Holland, MI 49424

			Project
Description	Qty	Rate	Total
H2O Towers will supply all labor and materials necessary, in order to: Repair all measurable cracks on roofs of two (2) 5MG Concrete Ground Storage Tanks for the Wyoming Water Department.		0.00	
Router the cracks 1/4 to 1/2 inch wide and 1/2 inch deep, router to be a U shape. Remove all loose dirt and debris from the area by low pressure water cleaning at 4000 PSI.		0.00	
Caulk all router cracks with Sika 1A caulk .	2	8,000.00	16,000.00
The Ground Storage Tanks will be pressure washed cleaned (high sidewalls to the ground), this will also include the entire roofs.	2	3,500.00	7,000.00
***** If both Ground Storage Tanks are completed in one trip less \$500.00 off total cost.*****		0.00	
Our 15 story man-lift will be used to work and clean the Ground Storage Tanks.		0.00	
Owner to supply water.		0.00	
		<b>Total</b>	\$23,000.00

E-mail
bob@h2otowers.com

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

RESOLUTION FOR AWARD OF BIDS,  
APPROVE THE ATTACHED BUDGET AMENDMENT, AND  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached staff reports.
3. Funds for the HVAC unit replacements for the 62A District Court and Library will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
HVAC Unit Replacements for the 62A District Court and Library	B&V Mechanical Inc.	\$386,300.00
Enterprise Wi-Fi Upgrade	Sentinel Technologies, Inc.	\$172,478.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.
3. The City Council does hereby approve the attached budget amendment required for the HVAC unit replacements for the 62A District Court and Library.

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 August 2, 2021.

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

ATTACHMENTS:  
Budget Amendment  
Staff Reports  
Contracts

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

**CITY OF WYOMING BUDGET AMENDMENT**

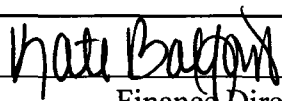
**Date: August 2, 2021**

**Budget Amendment No. 010**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$230,000.00 of budgetary authority for HVAC system replacements per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
District Court - Building - Capital Outlay				
101-136-13610-975.000	-	120,000.00		120,000.00
Fund Balance/Working Capital (Fund 101)		<u>0.00</u>	<u>120,000.00</u>	
<b><u>Library Maintenance &amp; Capital Fund</u></b>				
Facilities - Facilities Maintenance - Capital Outlay				
401-267-26700-975.000	-	110,000.00		110,000.00
Fund Balance/Working Capital (Fund 401)		<u>0.00</u>	<u>110,000.00</u>	

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

**STAFF REPORT**

Date: July 27, 2021  
Subject: Award of Bid – HVAC Unit Replacement for 62A District Court & Library  
From: Troy Rinks, Facilities Foreman  
Meeting Date: August 2, 2021

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**RECOMMENDATION:**

It is recommended the City Council award the 62A District Court, Library, and Senior Center rooftop HVAC unit replacement bid to B&V Mechanical Inc. in the amount of \$345,900.00 for HVAC replacements at the 62A District Court and Library only.

**COMMUNITY, SAFETY, STEWARDSHIP:**

Properly functioning HVAC units are an important component of ensuring that citizens and employees are breathing quality air and are comfortable when visiting or working in City buildings. The 62A District Court and Library rooftop units are over 20 years old, well beyond their useful life, and were recommended for replacement during a recent facility asset management study.

**DISCUSSION:**

The 2021 asset management study performed by FTCH earlier this year recommended the replacement of HVAC systems at the 62A District Court and Library. These rooftop units are past their life cycle and do not operate to their full design potential. They are not efficient and continue to incur costly repairs and maintenance to keep them functioning.

A bid specification was developed for the HVAC work at the 62A District Court, Library and Senior Center. The bid was developed such that the HVAC work could be awarded to one, two or three of the sites specified. Bid specifications were sent to 99 prospective bidders, with 4 bidders attending a pre-bid meeting. On June 29, 2021, the lone bid received was as follows:

B&V Mechanical Inc.	\$386,300.00
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The B&V Mechanical Inc. bid was found to meet the necessary specifications. A breakdown of this bid for each building is as follows:

62A District Court	\$185,000.00
Public Library	\$160,900.00
Senior Center	\$40,400.00

After reviewing the bid results, it is recommended that the City Council award the 62A District Court, Library, and Senior Center rooftop HVAC unit replacement bid to B&V Mechanical Inc. for the HVAC replacements at the 62A District Court and Library only, for a total amount of \$345,900.00. A decision not to recommend HVAC unit replacement at the Senior Center was made due to the bid result far exceeding the budgeted amount; it is expected that this item will be rebid in the near future, leveraging Community Development Block Grant (CDBG) funding that will become available following HUD approval of the FY 2021-2022 Annual Action Plan. This approval is expected within the next 2 months.

A budget amendment will also be necessary to fund the HVAC replacements at both the 62A District Court and Library.

It is anticipated that work will be conducted over the summer/fall season and be completed by December 31, 2021.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in the 62A District Court Capital Outlay account number 101-136-13610-975.000 and Library Maintenance and Capital Fund Capital Outlay account number 401-267-26700-975.000, pending a budget amendment.

**BID/PROPOSAL FORM**

**BID/PROPOSAL FOR 62A DISTRICT COURT, LIBRARY, AND  
SENIOR CENTER ROOFTOP HVAC UNIT REPLACEMENTS**

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.

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

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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):

B & V MECHANICAL, INC.

**BID/PROPOSAL FORM CONTINUED**

A lump sum price shall be submitted for performing the work specified herein as a turnkey project for each building. 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 bid price as per the specifications included herein:



62A District Court	\$ <u>185,000.00</u>
Library	\$ <u>160,900.00</u>
Senior Center	\$ <u>40,400.00</u>
<b>Total for all three buildings:</b>	<b>\$ <u>386,300.00</u></b>

Percentage discount off the above listed total if awarded all three buildings: \_\_\_\_\_ %

Total bid price if awarded all three buildings with percentage discount: \$ \_\_\_\_\_

B&V MECHANICAL INC  
[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA Here]

[Signature]  
[Signature for proponent]

\_\_\_\_\_  
[2nd signature for proponent]

JOHN SCHULTZ - PRESIDENT  
[Printed name and title of person signing]

\_\_\_\_\_  
[Printed name and title of 2nd person signing]

Date signed: 6/29/21

400 32nd ST SE  
[Proponent's street address]

616.243.7222  
[Proponent's business phone]

WYOMING MI 49548  
[City] [State] [Zip]

616.293.7283  
[Cell phone number(s) of person(s) signing for proponent]

JSCHULTZ@BVMECHANICAL.COM  
[E-mail address(s) of person(s) signing for proponent]

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

**62A DISTRICT COURT, LIBRARY, AND SENIOR CENTER ROOFTOP HVAC UNIT REPLACEMENTS**

**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 **62A District Court, Library, and Senior Center Rooftop HVAC unit replacements** 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 29, 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: B&V MECHANICAL, INC  
LEGAL NAME OF COMPANY

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

400 32<sup>nd</sup> ST 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

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

**Contractor**

By: [Signature]  
\_\_\_\_\_  
Signature for Contractor

BRYAN SCHWITZ - PRESIDENT  
\_\_\_\_\_  
Printed Name & Title of Person Signing

Date signed: 6/29/21





ADDENDUM #1 - BID/PROPOSAL FOR  
62A DISTRICT COURT, LIBRARY, AND SENIOR CENTER ROOFTOP HVAC UNIT REPLACEMENTS  
BID DUE: 11:00 AM; TUESDAY, JUNE 29, 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.

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

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

B&V MECHANICAL, INC

BIDDER'S NAME

616.243.7222  
BIDDER'S PHONE

616.293.7283  
CELL PHONE OF PERSON SIGNING FOR BIDDER

JSCHULTZ@BUHECHANICAL.COM  
EMAIL ADDRESS OF PERSON SIGNING FOR BIDDER

JEREMY SCHULTZ  
PRINTED NAME OF PERSON SIGNING FOR BIDDER

[Signature]  
SIGNATURE FOR BIDDER

6/29/21  
DATE SIGNED

**June 29, 2021**

**11:00 a.m.**

**(KV)**

**BIDS FOR 62A DISTRICT COURT, LIBRARY, AND SENIOR CENTER  
ROOFTOP HVAC UNIT REPLACEMENT:**

B & V Mechanical, Inc.

06-29-21

10:26 a.m.

**NOTICE TO BIDDERS**

**62A DISTRICT COURT, LIBRARY, AND SENIOR CENTER  
ROOFTOP HVAC UNIT REPLACEMENT**

The City Clerk of the City of Wyoming will receive bids for 62A District Court, Library, and Senior Center Rooftop HVAC Unit Replacement until 11:00 AM, Tuesday, June 29, 2021, at her office in Wyoming City Hall, 1155 - 28th Street SW, Wyoming, MI 49509.

Specifications and the bid proposal form are available online at <http://www.wyomingmi.gov>. Copies of the bid documents are also available in the City of Wyoming's Purchasing Office located at 1155 - 28th Street SW, Wyoming, Michigan 49509.

All proposals are to be in sealed envelopes and plainly marked 'BID FOR 62A DISTRICT COURT, LIBRARY, AND SENIOR CENTER ROOFTOP HVAC UNIT REPLACEMENT.'

The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City. If you have any questions regarding the specifications, contact Troy Rinks at [Troy.Rinks@wyomingmi.gov](mailto:Troy.Rinks@wyomingmi.gov).

**Kelli A. VandenBerg**

**Wyoming City Clerk**

## STAFF REPORT

Date: July 29, 2021

Subject: Enterprise Wi-Fi Upgrade

From: Pat Firestone, Information Technology Director

Meeting Date: August 2, 2021

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### **RECOMMENDATION:**

It is recommended City Council accept two proposals from Sentinel Technologies to refresh the Wi-Fi Network City of Wyoming enterprise Wi-Fi solution. The first proposal is in the amount of \$68,405 covers the purchase and configuration of components required for the Water Treatment and Clean Water plants. The second proposal is in the amount of \$25,711 covers the purchase and configuration of components for all other city facilities.

It is also recommended City Council accept a proposal from Buist Electric, in the amount of \$78,362, for the installation of network wiring to enable expansion of the Wi-Fi network at the Water Treatment Plant.

The project total is \$172,478.

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

The public has come to expect Wi-Fi internet access in public settings. Where this service was once an expensive luxury, it is now relatively inexpensive for entities to provide safe, internet-connected Wi-Fi within municipal service delivery areas. There is increasing pressure on the current Wi-Fi solution to provide access to employees, citizens, public defenders, attorneys, vendors, and other third parties frequenting city buildings.

Further, technology applications increasingly require wireless connectivity to allow its users to be mobile. Applications such as those used in the city's Public Works, Fleet Management, and Public Safety departments are increasingly dependent upon high-performing and secure Wi-Fi solutions. The utility plants also require robust wireless network connectivity to support Wi-Fi calling. Due to geographic constraints and the industrial nature of these facilities, cell phone coverage is often sparse or non-existent, leaving mobile night-shift operators and maintenance personnel with no way to communicate in an emergency.

The city's current four wireless network systems have evolved over several years, originating in office settings, and expanding into limited areas of utility plants, garages, and court rooms. Wi-Fi coverage, though sparse in areas, provides service to employees throughout city facilities. As needs have grown, expansion of the system has met compatibility issues with older components. The proposed solution is a single enterprise-wide system designed to simplify administration, thus saving staff time.

## **DISCUSSION:**

In early 2020 Water Treatment Plant administration requested expansion of the wireless network to cover more areas of the treatment plant. Currently, large areas of the plant have insufficient signal to provide connectivity for operators or maintenance personnel who need voice or data communications to perform their duties. This lack of connectivity is considered a significant employee safety issue, especially for operators who may be working alone nights and weekends. Because of the location of the plant and its heavy industrial construction, cellular signal does not reach inside much of the facility. Given a robust wireless network, Wi-Fi calling (a feature of most modern cell phones that uses Wi-Fi networks to transmit cell-phone calls) could be used to allow cell phones function within the plant.

The Water Treatment Plant along with the Information Technology Department contracted with Sentinel Technologies to conduct a Wi-Fi Study to determine the correct number of wireless access points (WAPs) and their placement required to provide the needed coverage throughout the plant. The study resulted in an estimation of 77 WAPs and their approximate placement. The addition of over 50 access points will require significant wiring to be extended to the new access point locations.

It was determined that the aging Wi-Fi systems throughout the city should be replaced to improve security, performance, and coverage throughout city facilities. A Wi-Fi upgrade was planned and budgeted for the utilities for FY 2021, and budgets were approved for FY 2022 to upgrade the rest of the city.

A request for proposals was published in May 2021 to address the challenging Wi-Fi environment at the utility plants and wiring that would be required for the WTP. Invitations to participate were sent to 243 potential companies in the Information Technology and Electrical Contracting professions. Four companies responded with an intent to submit proposals. Three companies attended a mandatory pre-proposal meeting and plant tour at the Water Treatment Plant. One proposal was received from Sentinel Technologies, partnering with Buist Electric for the electrical work. The third company chose not to submit a bid because the complexity of the project exceeded their capabilities.

Buist Electric and Sentinel technologies provided initial proposals for a combined cost exceeding \$225,000. Subsequent conversations took place with both vendors and each provided a second proposal that is being submitted for approval. Since circumstances prevented completion of the project in FY 2021, we requested a proposal from the Sentinel Technologies for the second phase of the Wi-Fi refresh, encompassing the remainder of city facilities.

For planning purposes, the Information Technology Department uses a six to seven-year lifecycle for wireless infrastructure. The average age of the current wireless infrastructure components is eight years with several access points having an age of 10 years or greater. 70 wireless access points (WAPs) and four controllers make up the current wireless solution, with 20 WAPs in use at the Water Treatment Plant. After completion of this project, approximately 130 WAPs will provide Wi-Fi service to the city's facilities.

**BUDGET IMPACT:**

Funds for the total project cost of \$172,478 are budgeted and available as follows:

591-591-55300-740.000 Water Fund, Pumping & Treatment, Operating Supplies	\$139,072.71
590-590-54300-740.000 Sewer Fund, Treatment, Operating Supplies	7,694.29
101-258-25800-740.200 General Fund, Info Tech, Computer Supplies	19,116.33
208-752-75800-967.000 Parks & Recreation Fund, Senior Center, Project Costs	1,648.67
Various Funds / Accounts – Public Works	4,946.00

**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: Sentinel Technologies, Inc.  
[Name of contracting entity]  
An Illinois Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2550 Warrenville Rd.  
[Contractor's street address]  
Downers Grove, IL 60515  
[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: July 11, 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:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. 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**

**Sentinel Technologies, Inc.**

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

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

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

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

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

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

Approved as to form:

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

**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, 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 INSURED</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

## **APPENDIX A**

Customer Name: City of Wyoming

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Street Address: 1155 28th Street S.W

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City, State, Zip: Wyoming, MI 49509

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby appended to include the following:

Commencement Date

Agreement No. 001r1-CD

Addendum No. 011-CD

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### **Executive Summary**

The City Of Wyoming has issued a Request for Proposal (RFP) for new Wireless Infrastructure. The RFP specifications define the requirements for WiFi6 and cabling requirements for two sites Water Filtration and Clean Water Plan. The City would like to implement Wi-Fi 6 wireless infrastructure at these sites with additional sites to be added over the next 12 months. The RFP defines replacing the City's legacy Cisco Access Points and Wireless LAN Controller with new WLC and 802.11AX Access Points. RFP specifies new cabling be CAT6 and be encapsulated in conduit. Sentinel Technologies has partnered with Buist Electric for the installation of cabling pathways, Cat6 cabling and AP Mounting.

Sentinel Technologies, Inc. (STI) has provide a response that includes both Cisco and Meraki wireless designs. Each design includes Hardware, Software, Licenses and Professional Services. Each design includes voluntary alternates that we believe may be of interest to the City.

The City has reviewed Sentinel's proposals and interested in the Cisco design which includes (1) C9800 WLC and Cisco Catalyst C9115 series Access Points.

It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and in a manner ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement. The next section "Project Overview" highlights the main phases involved in this project. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with City Of Wyoming Team.

### **Project Overview**

#### **Project Phases**

##### **Phase 1 - Project Initiation Meeting**

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.



### **Phase 2 - Analysis & Design**

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

### **Phase 3 - Staging**

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

### **Phase 4 - Implementation**

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

### **Phase 5 - Post Support**

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

### **Phase 6 - Project Completion**

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

## **Scope of Work**

### **Planning and Pre-Engagement Preparation**

- Identification of key customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.

### **Analysis & Design**

#### **General**

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

#### **Wireless**

- Work with the customer to gather customer requirements that will be translated to the final configuration on the access points.
- Both of these Facilities have two networks, (City of Wyoming Network & SCADA Network) the new wireless infrastructure will be on the City Network.
- Sentinel Technologies will review the City's existing wireless infrastructure at these locations. (replicated configurations, if applicable)
- City Of Wyoming has a VMware infrastructure that can be utilized for virtual Wireless Controller deployment.



- New cabling pathways, CAT6 premise cabling and AP mounting will be completed by Buist Electric
- Create the blueprint document that will highlight the configuration needed to achieve customer requirements.
- This document will be reviewed with the customer and signed off in order to proceed to the implementation phase.

### **Implementation - Virtual Wireless LAN Controller**

- A virtual WLC will be installed at the Water Filtration Plant in Holland, MI.
- Sentinel Engineers will install OVA file for VMware environment for the Cisco Catalyst 9800-CL Wireless Controller and update to the latest compatible version as specified in the implementation blueprint.
- Sentinel Engineers will configure each of the access points using defined policies and authentication methods.
- Acceptance Testing.
- Sentinel Engineers will perform acceptance testing as specified in the implementation blueprint.

### **Implementation - Access Points**

#### **Buist Electric – Cable Contractor**

- Buist Electric will provide new CAT6 cables and associated conduit pathways.
- Buist Electric Technicians will install the (84) access points and connect them to the network as specified in the implementation blueprint.
- Sentinel Engineers will work with Buist Electric to ensure all of the APs are mounted and working properly.

#### **Sentinel Technologies**

- Sentinel Engineers will configure Access Point.
- Sentinel Engineers will inventory and prepare each of the wireless access points for installation.
- Sentinel Technologies will provide 200 CAT6 1' Blue patch cables.
- Acceptance Testing.
- Sentinel Engineers will perform acceptance testing as specified in the implementation blueprint.

### **Current Environment Integration Plan**

The new Wi-Fi6 infrastructure will be connected to the City of Wyoming (City Network) New APs will connect to existing Cisco switch infrastructure that are part of the City Network.

### **Cutover / Migration Strategy**

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated two (2) cutover window(s). Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

#### **Cutover Planning Services Provided by Sentinel**

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.



Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

### **Documentation and Knowledge Transfer**

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
- Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

### **Project Management**

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

### **Customer Responsibilities and Assumptions**

#### **Project Specific**

- City Of Wyoming will be responsible for providing adequate VMware resources for the deployment of wWLC.
- City Of Wyoming will be responsible for providing credentials and access to VMware infrastructure for the deployment of wWLC.



- City Of Wyoming will provide access to the facilities for the deployment of Cable pathways, cabling and AP mounting.
- City Of Wyoming will provide the network switch ports (1000BT PoE+) required to connect the Access Points.
- City Of Wyoming will responsible for the removal of the old Access points.
- Buist Electric will be responsible for the installation of cable pathways, CAT6 cabling and AP mounting.

**General**

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by City Of Wyoming to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that City Of Wyoming is made aware of any issues promptly to determine resolution.

**Product Lead Times**

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

**Site Readiness and Site Survey Requirement**

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment’s infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

**Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)**

**Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.**

- |                                     |  |
|-------------------------------------|--|
| <p><b>Initials</b></p> <p>_____</p> | <p><b>Option 1</b><br/>Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]</p>  |
| <p>_____</p>                        | <p><b>Option 2</b><br/>Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]</p>  |
| <p>_____</p>                        | <p><b>Option 3</b><br/>Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet’s cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]</p> |
| <p>_____</p>                        | <p><b>Option 4</b><br/>Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.</p>   |

**Permits & Access**

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.



### **Remote Support**

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

### **Travel Requirements and Cost**

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

### **Existing Hardware Compatibility & Firmware Updates**

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

### **3<sup>rd</sup> Party Integration**

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

### **Fiber**

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

### **Optics (SFP, SFP+, GBIC, etc...)**

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

### **Power, Racks & Cooling**

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

### **Patch Cables / Cable Lengths**

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

### **Labor Union Requirements**

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.



**Patching and Equipment Cabling**

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

**Pricing Summary**

**WIFI Project 2021**

**Hardware and Software**

		<b>Extended Price</b>
Base Bid	\$	56,164.00
Spare APs	\$	1,201.00
<b>Hardware and Software Total</b>	<b>\$</b>	<b>57,365.00</b>

**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>
Hardware and Software	\$	57,365.00
Professional Services	\$	11,040.00
<b>Project Total</b>	<b>\$</b>	<b>68,405.00</b>

\*Quote is valid until 08/08/2021

Plus applicable tax, shipping & handling

**Base Bid**

		Base Bid		
Description	Qty	Unit Price	Ext Price	Special Notes
<b>Cisco Catalyst 9115AX Internal Antenna</b>				
Cisco Catalyst 9115AX Series	25	\$ 407.00	\$ 10,175.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	25	\$ 122.00	\$ 3,050.00	36 Months
Network Plug-n-Play Connect for zero-touch device deployment	25	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	25	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	25	\$ -	\$ -	
Capwap software for Catalyst 9115AX	25	\$ -	\$ -	
Aironet AP Term Licenses for Tracking	25	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	25	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	25	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	25	\$ 50.00	\$ 1,250.00	36 Months
Prime AP Term Licenses	25	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	25	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	25	\$ -	\$ -	



Description	Qty	Base Bid		Special Notes
		Unit Price	Ext Price	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	25	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	25	\$ -	\$ -	
<b>Cisco Catalyst 9115AX External Antenna</b>		\$ -	\$ -	10 for CWP
Cisco Catalyst 9115AX Series	58	\$ 440.00	\$ 25,520.00	
SNT C-8X5XNBD Cisco Catalyst 9115AX Series	58	\$ 132.00	\$ 7,656.00	36 Months
Network Plug-n-Play Connect for zero-touch device deployment	58	\$ -	\$ -	
Capwap software for Catalyst 9115AX	58	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	58	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	58	\$ -	\$ -	
2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC	232	\$ 16.00	\$ 3,712.00	
Aironet AP Term Licenses for Tracking	58	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	58	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	58	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	58	\$ 50.00	\$ 2,900.00	36 Months
Prime AP Term Licenses	58	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	58	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	58	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	58	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	58	\$ -	\$ -	
<b>Cisco vWLC</b>		\$ -	\$ -	
Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	\$ -	\$ -	
SWSS UPGRADES Cisco Catalyst 9800-CL Wireless Controll	1	\$ 365.00	\$ 365.00	36 Months
Cisco Catalyst 9800-CL Wireless Controller - VMware	1	\$ -	\$ -	
<b>Cisco Catalyst 9124AX Outdoor AP</b>		\$ -	\$ -	
Wi-Fi 6 Outdoor AP, Directional Ant, -B Regulatory Domain	1	\$ 816.00	\$ 816.00	
SNT C-8X5XNBD Wi-Fi 6 Outdoor AP, Directional Ant, -B	1	\$ 249.00	\$ 249.00	36 Months
AP Bracket not shipped	1	\$ -	\$ -	
Capwap software for Catalyst 9124AX	1	\$ -	\$ -	
Network Plug-n-Play Opt Out SKU	1	\$ -	\$ -	
Wireless Cisco DNA Migration promo	1	\$ -	\$ -	
Essential, 9124 Tracking				
C9124AX CISCO DNA Essentials 3 Year Term License	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	1	\$ 50.00	\$ 50.00	36 Months
Prime AP Term Licenses	1	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	1	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	1	\$ -	\$ -	
Pole Mount Kit for AP1530 Series with tilt adjustment	1	\$ 85.00	\$ 85.00	



Description	Qty	Base Bid		Special Notes
		Unit Price	Ext Price	
<b>Patch Cables Blue Cat6 1'</b>				
Tripp Lite 1' Cat6 Gigabit Snagless Molded Patch Cable RJ45 M/M Blue 1ft	168	\$ 2.00	\$ 336.00	
		\$ -	\$ -	
		\$ -	\$ -	
<b>Hardware and Software Sub-Total:</b>				<b>\$56,164.00</b>

### Spare APs

Description	Qty	Spare APs		Special Notes
		Unit Price	Ext Price	
<b>Cisco Catalyst 9115AX Internal Antenna</b>				
Cisco Catalyst 9115AX Series	1	\$ 407.00	\$ 407.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	1	\$ 122.00	\$ 122.00	36 Months
Network Plug-n-Play Connect for zero-touch device deployment	1	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	1	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	1	\$ -	\$ -	
Capwap software for Catalyst 9115AX	1	\$ -	\$ -	
Aironet AP Term Licenses for Tracking	1	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	1	\$ 50.00	\$ 50.00	36 Months
Prime AP Term Licenses	1	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	1	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	1	\$ -	\$ -	
<b>Cisco Catalyst 9115AX External Antenna (NO Antenna included)</b>				
Cisco Catalyst 9115AX Series	1	\$ 440.00	\$ 440.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	1	\$ 132.00	\$ 132.00	36 Months
Network Plug-n-Play Connect for zero-touch device deployment	1	\$ -	\$ -	
Capwap software for Catalyst 9115AX	1	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	1	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	1	\$ -	\$ -	
<b>2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC</b>	<b>0</b>	<b>\$ 16.00</b>	<b>\$ -</b>	
Aironet AP Term Licenses for Tracking	1	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	1	\$ 50.00	\$ 50.00	36 Months
Prime AP Term Licenses	1	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	1	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	1	\$ -	\$ -	
<b>Hardware and Software Sub-Total:</b>				<b>\$1,201.00</b>

### General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.



- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30

**This quote is valid until 08 / 08 / 2021.**

**CUSTOMER:**  
City of Wyoming

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

P.O. #: \_\_\_\_\_

**CONTRACTOR:**  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



## APPENDIX A

Customer Name: City of Wyoming

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Street Address: 1155 28th Street S.W

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City, State, Zip: Wyoming, MI 49509

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby appended to include the following:

Commencement Date

Agreement No. 001r1-CD

Addendum No. 012-CD

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### Executive Summary

The City Of Wyoming has issued a Request for Proposal (RFP) for new Wireless Infrastructure. The RFP specifications define the requirements for WiFi6 and cabling requirements for two sites Water Filtration and Clean Water Plant (Wireless Project Phase I). The City would like to implement Wi-Fi 6 wireless infrastructure at these sites with additional sites to be added over the next 12 months (Wireless Project Phase II). The RFP defines replacing the City's legacy Cisco Access Points and Wireless LAN Controller with new WLC and 802.11AX Access Points.

Sentinel Technologies, Inc. (STI) has been awarded the Wireless Project (Phase I) for the Water Filtration and Clean Water Plant. The City would now like to proceed with the Phase II of the wireless Project which will include the City Hall, Police Department and other office environments.

Sentinel Technologies has prepared a proposal for Phase II which includes (1) C9800 WLC to be installed at the City Hall and thirty (30) Cisco Catalyst C9115 series Access Points with internal / external antennas.

The City IT department will remove the existing Cisco Aironet series Access Points and install the new Cisco Catalyst C9115 series AP utilizing the existing premise and patch cables.

It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and in a manner ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement. The next section "Project Overview" highlights the main phases involved in this project. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with City Of Wyoming Team.

### Project Overview

#### Project Phases

##### **Phase 1 - Project Initiation Meeting**

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.



## **Phase 2 - Analysis & Design**

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

## **Phase 3 - Staging**

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

## **Phase 4 - Implementation**

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

## **Phase 5 - Post Support**

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

## **Phase 6 - Project Completion**

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

## **Scope of Work**

### **Planning and Pre-Engagement Preparation**

- Identification of key customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.
- The City currently has multiple Wireless LAN Controllers one per site. Sentinel will review and document the current configurations.

### **Analysis & Design**

#### **General**

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

#### **Wireless**

- Work with the customer to gather customer requirements that will be translated to the final configuration on the access points.
- Sentinel Technologies will review the City's existing wireless infrastructure at these locations. (replicated configurations, if applicable).
- City Of Wyoming has a VMware infrastructure that can be utilized for virtual Wireless Controller deployment.



- Create the blueprint document that will highlight the configuration needed to achieve customer requirements.
- This document will be reviewed with the customer and signed off in order to proceed to the implementation phase.

#### **Implementation - Virtual Wireless LAN Controller**

- A virtual WLC will be installed at the City Hall Data Center located in Wyoming, MI.
- Sentinel Engineers will install OVA file for VMware environment for the Cisco Catalyst 9800-CL Wireless Controller and update to the latest compatible version as specified in the implementation blueprint.
- Sentinel Engineers will configure each of the access points using defined policies and authentication methods.
- Acceptance Testing.
- Sentinel Engineers will perform acceptance testing as specified in the implementation blueprint.

#### **Implementation - Access Points**

##### **Installation of Access Points**

- The City IT staff will be responsible for the removal of the existing APs and mounting and connecting the new C9115 series APs to the network.
- The City plans to utilize the existing premise and patch cables.
- The City' IT staff will install the (30) access points and connect them to the network as specified in the implementation blueprint.
- Sentinel Engineers will work with City's IT staff to ensure all of the APs are mounted and working properly.
- City's IT staff will performance Acceptance Testing.

##### **Sentinel Technologies**

- Sentinel Engineers will inventory and prepare each of the wireless access points for installation.
- Sentinel Engineers will configure Access Points as defined in the blue print and design documents.
- Sentinel Engineers will assist the City's IT staff in acceptance testing (as needed).

#### **Current Environment Integration Plan**

The new Wi-Fi6 infrastructure will be connected to the City of Wyoming existing Cisco switch infrastructure.

#### **Cutover / Migration Strategy**

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated two (2) cutover window(s). Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

##### **Cutover Planning Services Provided by Sentinel**

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.



Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

### **Documentation and Knowledge Transfer**

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
- Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

### **Project Management**

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

### **Customer Responsibilities and Assumptions**

#### **Project Specific**

- City Of Wyoming will be responsible for providing adequate VMware resources for the deployment of WWLC.
- City Of Wyoming will be responsible for providing credentials and access to VMware infrastructure for the deployment of WWLC.
- City Of Wyoming will provide the network switch ports (1000BT PoE+) required to connect the Access Points.



- City Of Wyoming will responsible for the removal of the old Access points.
- City Of Wyoming will be responsible for the AP mounting and connecting to the network utilizing existing premise and patch cables.

**General**

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by City Of Wyoming to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that City Of Wyoming is made aware of any issues promptly to determine resolution.

**Product Lead Times**

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

**Site Readiness and Site Survey Requirement**

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

**Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)**

**Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.**

- |  |   |
|--|---|
| _____<br><br>_____<br><br>_____<br><br>_____ | <p><b>Option 1</b><br/>Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]</p> <p><b>Option 2</b><br/>Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]</p> <p><b>Option 3</b><br/>Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]</p> <p><b>Option 4</b><br/>Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.</p> |
|--|---|

**Permits & Access**

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.



### **Remote Support**

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

### **Travel Requirements and Cost**

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

### **Existing Hardware Compatibility & Firmware Updates**

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

### **3<sup>rd</sup> Party Integration**

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

### **Fiber**

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

### **Optics (SFP, SFP+, GBIC, etc...)**

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

### **Power, Racks & Cooling**

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

### **Patch Cables / Cable Lengths**

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

### **Labor Union Requirements**

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.



**Patching and Equipment Cabling**

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

**Pricing Summary**

**Wireless Phase II**

**Hardware and Software**

	<b>Extended Price</b>
C9800 WLC C9115AX AP	\$ 18,351.00
<b>Hardware and Software Total</b>	<b>\$ 18,351.00</b>

**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

	<b>Extended Price</b>
Hardware and Software	\$ 18,351.00
Professional Services	\$ 7,360.00
<b>Project Total</b>	<b>\$ 25,711.00</b>

\*Quote is valid until 08/20/2021

*Plus applicable tax, shipping & handling*

**C9800 WLC C9115AX AP**

C9800 WLC C9115AX AP				
Description	Qty	Unit Price	Ext Price	Special Notes
<b>C9800 vWLC VMWare</b>				
Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	\$ -	\$ -	
SWSS UPGRADES Cisco Catalyst 9800-CL Wireless Controll	1	\$ 365.00	\$ 365.00	
Cisco Catalyst 9800-CL Wireless Controller - VMWare	1	\$ -	\$ -	
<b>C9115AX with internal antenna</b>				
Cisco Catalyst 9115AX Series	26	\$ 407.00	\$ 10,582.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	26	\$ 122.00	\$ 3,172.00	
Capwap software for Catalyst 9115AX	26	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	26	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	26	\$ -	\$ -	
Network Plug-n-Play Connect for zero-touch device deployment	26	\$ -	\$ -	
Minimum Quantity=10	26	\$ -	\$ -	
Aironet AP Term Licenses for Tracking	26	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	26	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	26	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	26	\$ 50.00	\$ 1,300.00	
Prime AP Term Licenses	26	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	26	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	26	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	26	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	26	\$ -	\$ -	
<b>C9115 External Omnih Antenna</b>				
Cisco Catalyst 9115AX Series	3	\$ 440.00	\$ 1,320.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	3	\$ 132.00	\$ 396.00	
Capwap software for Catalyst 9115AX	3	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	3	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	3	\$ -	\$ -	



C9800 WLC C9115AX AP				
Description	Qty	Unit Price	Ext Price	Special Notes
2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC	12	\$ 16.00	\$ 192.00	
Network Plug-n-Play Connect for zero-touch device deployment	3	\$ -	\$ -	
C9115AXE SINGLEPACK OPTION	3	\$ -	\$ -	
C9115AX OVER OPTION	3	\$ -	\$ -	
Aironet AP Term Licenses for Tracking	3	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	3	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	3	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	3	\$ 50.00	\$ 150.00	
Prime AP Term Licenses	3	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	3	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	3	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	3	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	3	\$ -	\$ -	
<b>C9115 External Patch Antenna</b>				
Cisco Catalyst 9115AX Series	1	\$ 440.00	\$ 440.00	
SNTC-8X5XNBD Cisco Catalyst 9115AX Series	1	\$ 132.00	\$ 132.00	
Capwap software for Catalyst 9115AX	1	\$ -	\$ -	
802.11 AP Low Profile Mounting Bracket (Default)	1	\$ -	\$ -	
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	1	\$ -	\$ -	
Network Plug-n-Play Connect for zero-touch device deployment	1	\$ -	\$ -	
C9115AXE SINGLEPACK OPTION	1	\$ -	\$ -	
C9115AX OVER OPTION	1	\$ -	\$ -	
Aironet AP Term Licenses for Tracking	1	\$ -	\$ -	
C9115AX CISCO DNA Essentials 3 Year Term License	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, PROMO Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, PROMO Trk Lic	1	\$ 50.00	\$ 50.00	
Prime AP Term Licenses	1	\$ -	\$ -	
PI Dev Lic for Lifecycle & Assurance Term 3Y	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	1	\$ -	\$ -	
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	1	\$ -	\$ -	
AIR CISCO DNA Perpetual Network Stack	1	\$ -	\$ -	
2.4GHz/5GHz 6 dBi Dir. Ant., 4-port, RP-TNC, Self ID	1	\$ 252.00	\$ 252.00	
		\$ -	\$ -	
<b>Hardware and Software Sub-Total:</b>			<b>\$18,351.00</b>	

### General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.




- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30

Approved as to form  
  
 Scott G. Smith, City Attorney  
 Date: 7/27/2021

**This quote is valid until 08 / 20 / 2021.**

**CUSTOMER:**  
 City of Wyoming  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 P.O. #: \_\_\_\_\_

**CONTRACTOR:**  
 Sentinel Technologies, Inc.  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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 City and 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: Buist Electric Group, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2 – 84<sup>th</sup> Street SW  
[Contractor's street address]  
Byron Center, MI 49315  
[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: July 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:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. Waived or modified conditions are as follows:

This contract is for the "Water Treatment Plant EMT Not Painted" for \$78,362.00 as stated in the Proposal only. The "Clean Water Plant" bid price of \$1,794.00 is NOT included in this contract.

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

**Buist Electric Group, Inc.**

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

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

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

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

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

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

Approved as to form:

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

**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



SERVICE | CONSTRUCTION | TESTING | OUTDOOR UTILITIES | COMMUNICATIONS | AUTOMATION | ENGINEERING | MEDIUM VOLTAGE | AUDIO/VISUAL

July 9, 2021

Quotation #: **B210053 R2**

**City of Wyoming**  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

RE: City of Wyoming - Enterprise Wi-Fi Solution Phase 1

:

Buist Electric has reviewed the requirements of the work and will provide labor, materials, and equipment to complete the following:

**Water Treatment Plant EMT Not Painted**

- Installation of a customer provided wireless access point at the Water Treatment Plant to include:
  - Performance bond included
  - Provide and install EMT conduit using compression fittings to a total of (74) locations
  - Provide labor and equipment to core holes through concrete and block as needed
  - Firestop all penetrations through fire rated barriers
  - Provide and install blue Category 6 riser rated data cables to a total of (74) wireless access point locations
    - Terminate with blue Category 6 jacks, test, and label according to industry standards
  - Install (74) provided wireless access points
  - Existing wireless access points will be removed by others
  - Provide platform lifts
  - Pricing does **not** include prevailing wage
  - Patch cords are **not** included

Total **Bid** Price: **\$78,362.00**

**Clean Water Plant**

- Install (10) customer provided wireless access points at the Clean Water Plant to replace the existing
- Pricing does **not** include prevailing wage
- Patch cords are **not** included

Total **Bid** Price: **\$1,794.00**

During this challenging time in the supply chain all material costs are subject to review until a PO/Contract has been received/signed. Price is based on all work being performed Monday through Friday from 7:00 AM to 4:30 PM.

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buistelectric.com

2 - 84th Street SW  
Byron Center, MI 49315  
P: 616-878-3315  
F: 616-878-3556

3201 Lake Street  
Kalamazoo, MI 49048  
P: 269-343-9191  
F: 269-343-1122

B210053 R2 – City of Wyoming – Enterprise Wi-Fi Solution Phase 1  
July 9, 2021  
Page 2

Thank you for the opportunity to submit this quotation. Please feel free to contact me directly at (616) 583-5276 with any questions.

Respectfully,

**BUIST ELECTRIC**

*Jason Williams*

Jason Williams  
Communications Project Manager

JW/ce

**Notice to Proceed**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. #: \_\_\_\_\_

(Please sign and email back)

ORDINANCE NO. 17-21

ORDINANCE TO AMEND CHAPTER 6 AND SUBSECTION 10-179(33) AND TO REPEAL SECTION 54-7 OF THE CODE OF ORDINANCES TO ADDRESS THE KEEPING, CARE, CONTROL AND HYGIENE RELATED TO ANIMALS IN THE CITY AND PROVIDING PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 6 of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

**Chapter 6 – ANIMALS**

**Sec. 6-1. - Purpose.**

This chapter is intended to:

- (a) Protect wild, domestic, and pet animals against mishandling, mistreatment, abuse, neglect, or other cruelty;
- (b) Protect persons against injuries or property damage inflicted or caused by animals;
- (c) Prevent nuisances arising from keeping certain animals in inappropriate settings;
- (d) Enable persons to enjoy their own property, public spaces, open spaces, and other spaces in the city without fear of encountering unrestrained animals, other than wild animals indigenous to the city;
- (e) Prohibit feeding of wild animals, except wild birds (on one's own property), to minimize nuisances, health hazards, and safety hazards wild animals may cause;
- (f) Ensure the rights of persons to have, enjoy, and foster the health and safety of appropriate pet animals in appropriate settings; and
- (g) Ensure the rights of persons to have and rely on service animals in accordance with applicable federal and state laws, rules, and regulations.

**Sec. 6-2. – Definitions.**

The following definitions apply to terms used in this chapter:

- (a) *Animal* means arachnids, insects, mollusks, crustaceans, and vertebrates including, without limitation, domestic animals, livestock, wild animals, pet animals, research animals, and service animals.
- (b) *Cruelty* means through intentional acts, unintentional acts, or neglect, causing an animal unneeded pain, suffering or ill health.
- (c) *Dangerous animal* means an animal that (i) bites or attacks a person, (ii) bites or attacks and causes serious injury or death to another animal while the other animal is on the property or under the control of its owner, (iii) is infected with a pathogen that may be dangerous to persons, (iv) is infected with a pathogen that is a risk to other animals, especially, but not limited to, livestock, animals kept as pets, service animals, or animals otherwise used in business, (v) is a wild animal of a species that commonly known to carry disease, such as certain insects and rodents, and (vi) animals that are venomous. However, a dangerous animal does not include any of the following:
  - (1) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner or a person who reasonably should know the person is trespassing on the property of the animal's owner.
  - (2) An animal that bites or attacks a person who provokes or torments the animal.
  - (3) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

- (4) A wild animal in its natural environment acting in a manner to defend itself, its nest, its mate, its progeny, or as is otherwise characteristic of its species.
- (d) *Domestic animal* means an animal commonly maintained as livestock, used in animal husbandry, pet animals, research animals, and service animals, but does not include any of the following:
- (1) Arachnids or insects;
  - (2) Wolves, coyotes, wolf-dogs, cervids, bears, predatory felines (for example, lions, tigers, cheetahs, pumas, bobcats, wildcats, lynxes, servals, ocelots, leopards and jaguars), hyenas, jackals, primates (other than persons), seals, sea lions, otters, walruses, zebras, rhinoceros, hippopotamus, weasels, wolverines, squirrels, chipmunks, voles, moles, field mice, skunks, raccoons, marsupials, water buffalo, antelope, moose, elk, deer, camels, tapirs, bighorn sheep, reptiles, sharks, or other wild mammals not normally kept as pets or livestock;
  - (3) Any birds caught in or rescued from the wild or raised from birds caught in or rescued from the wild, and any birds imported from another country;
  - (4) Feral swine; or
  - (5) An animal caught in or rescued from the wild or raised from animals caught in or rescued from the wild.
- (e) *Kennel* means an establishment wherein three or more dogs or cats are maintained including dogs and cats kept for sale, boarding, breeding or training purposes.
- (f) *Neglect* means to fail to provide needed water, food, shelter or veterinary care such that an animal is under- or malnourished or suffers adverse health effects.
- (g) *Owner* means a person who owns or has charge of an animal.
- (h) *Pet animal* is a domestic animal normally kept in a house to provide company or enjoyment for its owner. Livestock, a service animal, an animal raised for food or husbandry, a research animal are not pet animals. Dogs, cats, tropical fish in aquaria, hamsters, guinea pigs, domestically raised parakeets and parrots, domestically raised cockatoos, domestically raised carrier pigeons, and certain hares and rabbits can be pet animals.
- (i) *Provoke* means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary animal.
- (j) *Research animal* means an animal used in a licensed laboratory performing medical or pharmaceutical research but does not include a wild animal or an animal that was at any time a pet animal.
- (k) *Serious injury* means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person or another animal. It includes, without limitation, any injury requiring suturing, any injury requiring rabies vaccination,
- (l) *Service animal* means an animal recognized under state or federal laws, rules and regulations as a service animal that performs tasks that assist a disabled person including a person with a physical, sensory, psychiatric, intellectual, or other mental disability.
- (m) *Torment* means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.
- (n) *Wild animal* means any animal other than a domestic animal.

**Sec. 6-3. - Mistreating animals.**

A person who engages in any of the following is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

- (a) Injures, causes to suffer, or otherwise afflicts an animal through neglect or other cruelty.

- (b) Provokes an animal.
- (c) Torments an animal.
- (d) Uses any animal for research except for in a research facility that is fully licensed and accredited by appropriate governmental agencies or institutions of higher education and when engaged in recognized medical or pharmaceutical research.
- (e) Beats, mutilates, overworks, overloads, tortures, or too severely restrains an animal.
- (f) Keeps an animal in a vehicle in such a manner as to risk it hyper- or hypothermia.
- (g) Abandons a pet animal or other domestic animal.
- (h) Engages in conduct with a service animal that is contrary to the expressed directions or admonitions or its owner.
- (i) Otherwise neglects any animal for which the person is an owner.
- (j) Kills a domestic animal in other than a humane way or, without permission from the animal's owner, kills a domestic animal belonging to another person.

**Sec. 6-4. – Dangerous or wild animals.**

A person who engages in any of the following is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

- (a) Except with any required state or federal license to do so, possesses, keeps or handles any wild animal in the city.
- (b) Owns, keeps, or harbors a dangerous animal. This includes, without limitation, an animal that has bitten a person and an animal that caused serious injury to another animal.
- (c) Fails or refuses to submit for appropriate observation and care an animal that is reasonably suspected to have or been in contact with an animal that has rabies, distemper, heartworm, or canine parvovirus.
- (d) Knowingly feeds wild animals, other than wild birds. Feeding of wild birds is allowed only on a person's own property or other private property with the consent of the owner. Unless the public entity owning it first consents in writing, wild birds may not be fed in city parks, rights-of-way, or other public places.

**Sec. 6-5. - License required.**

No person shall keep, harbor, or have the care or charge of any dog of the age of six months or over within the city unless the dog wears a collar to which is attached a license tag obtained from Kent County, or if the dog is owned by a person residing in another county or state, a license issued by that county or state. A violation of this section is a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

**Sec. 6-6. – Control, containment, and restraint.**

- (a) All dogs and other domestic animals in the city must be:
  - (1) Contained on the property of the owner, or
  - (2) Contained on property owned by another person with that person's permission, or
  - (3) Restrained by a leash or other physical restraint not exceeding 8-feet in length, or
  - (4) If a dog, within an area of a dog park where dogs are authorized to be without restraint, or
  - (5) If the animal is a service animal, the animal is performing services for its owner in accordance with its training as a service animal.
- (b) A dog or other domestic animal contained on the property of its owner or another person must be contained in a way that it cannot attack or injure a mail carrier, delivery person, or other person legitimately entering upon the property on which the animal is contained. Signs must be posted warning persons legitimately entering upon property upon which a dog or other domestic animal may be contained of the

possible presence of the animal if it is possible the animal may come in contact with the persons entering upon the property.

(c) This section shall not apply to a dog under the control of a city or other governmental employee or agent engaged with the dog in the course of that employee's or agent's official duties.

(d) A violation of this section is a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

**Sec. 6-7. - Presumption of ownership.**

A person who has an animal contained on the person's premises shall be deemed to be its owner. A person who has the end of a leash or other restraint attached to an animal shall be deemed to be its owner.

**Sec. 6-8. – Barking, odors, and other nuisances.**

(a) No barking or emission of any other noise by any dog or other animal shall be audible beyond the property of its owner or other person on whose premises it is consensually located for any period (i) exceeding 5 minutes in any 2-hour period between 7:00 a.m. and 8:00 p.m. or (ii) exceeding 5 minutes during the period between 8:00 p.m. and 7:00 a.m.

(b) All fecal droppings from dogs and other domestic mammals kept by any person on any privately-owned premises in the city shall be picked-up and properly disposed of not less frequently than once every 5 days. If, due to warm weather or other conditions, such droppings emit odors that are perceptible off the premises on which they lie, they must be picked-up and properly disposed of at a frequency needed to prevent the perception of odor beyond the property line. If due to any conditions, flies or other invertebrates are breeding within the droppings, they must be picked-up and properly disposed of at a frequency needed to prevent the breeding of such flies or other vermin.

(c) All fecal droppings from dogs or other domestic animal onto public rights-of-way, other public property, or the property of any person by the animal's owner must be immediately picked-up and properly disposed of.

(d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-9. - Numbers.**

(a) No person shall keep or allow more than 3 dogs on any premises, except that the owner of a female dog which has given birth to puppies may keep the female dog and the puppies for a period of not to exceed 3 months from the date of the birth of the litter.

(b) No person shall possess, harbor, shelter or keep more than 3 adult cats. An adult cat is one which is 3 months old or older.

(c) The restrictions in this section shall not apply to a (i) licensed veterinarian practicing in the city as the veterinarian's facility, (ii) to a city-licensed pet day-care facility legally operating in the city, (iii) to a properly licensed/certified governmental or non-profit animal shelter legally operating in the city, (iv) to a properly licensed/certified kennel legally operating in the city, (v) to city police or other law enforcement canines, or (vi) those held for sale at a properly licensed/certified pet sales establishment legally operating in the city.

(d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-10. – Animal free areas.**

(a) No person shall bring or permit an animal to be in any area on public or private property that is posted as prohibiting animals or any particular type or species of animal.

(b) The provisions of this section do not apply to service animals when engaged in rendering the services for their owners for which they were trained. However, in areas where service animals may be lawfully prohibited, no person shall bring or permit an animal to be in that area.

(c) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-11. – Service animals.**

(a) Service animals shall be allowed when accompanied by their owners and when providing the services for their owners for which they are trained to be in places where service animals are allowed under applicable state or federal laws, rules and regulations.

(b) No person shall interfere with a service animal accompanied by and providing the services for its owner for which the animal was trained. However, it shall not be unlawful to ask (i) “Is the animal required because of a disability?” and/or (ii) “What work or task(s) has the animal been trained to perform?”

(c) Service animals that are of a type or species not otherwise permitted in the city shall not perform services or undertake tasks for persons other than the owners who they were trained to serve. They shall not perform tricks for or otherwise entertain others. They shall not provide rides, carry loads, or pull carts or wagons.

(d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-12. – Animals in parks.**

(a) Except as otherwise provided in this section, the only domestic animals allowed in city parks are (i) dogs that are restrained by leashes not exceeding 8-feet in length and (ii) service animals accompanied by their owners and performing services for their owners for which they have been trained.

(b) Only dogs are allowed in the area of any city dog park in which dogs are allowed off-leash.

(c) The restrictions in this section do not apply to animals brought into a city park a part of an educational program sponsored by the city or by another person with the city’s consent.

(d) Persons bringing any animal into any city park must comply with all signage about animals and must comply with all park rules regarding animals.

(e) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-13. – Animals other than pet animals.**

(a) Except as otherwise provided in this chapter, no person shall possess, keep, harbor, or allow to be kept on any premises in the city any animal except a pet animal or a service animal.

(b) The restrictions in this section do not apply to animals brought onto a premise in the city as part of an educational program or other special event (such as a carnival, temporary petting zoo, carriage rides associated with an event, or other event) sponsored by the city or by another person with the city’s consent.

(c) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

**Sec. 6-14. - Impoundment.**

(a) Any animal control officer, police officer, or other person designated to do so by the city, Kent County, or a state or federal agency may impound any (i) dog, (ii) cat, (iii) pet animal, (iv) other domestic animal, or (v) wild animal not indigenous or wandering into Michigan that is found running at large. A pet animal or service animal impounded under this provision may be returned to its owner after paying any impound, feeding and veterinarian costs, and other fees.

(b) Any animal control officer, police officer, or other person designated to do so by the city, Kent County, or a state or federal agency may impound any dangerous animal. An animal impounded under this subsection shall not be returned until (i) it is finally determined the animal is not dangerous, or (ii) as directed by a court. The owner and any other person having charge control of the animal are jointly and severally responsible for any impound, feeding and veterinarian costs, and other fees.

(c) Any animal control officer, police officer, or other person designated to do so by the city, Kent County, or a state or federal agency may impound any animal that is mistreated as described in section 6-3. An animal

impounded under this subsection shall not be returned except as directed by a court. The owner and any other person having charge control of the animal are jointly and severally responsible for any impound, feeding and veterinarian costs, and other fees.

(d) Any animal control officer, police officer, or other person designated to do so by the city, Kent County, or a state or federal agency may impound any animal that seems unattended and is barking or otherwise violating section 6-8. An animal impounded under this subsection shall not be returned until (i) the city determines the nuisance is unlikely to recur, or (ii) as directed by a court. The owner and any other person having charge control of the animal are jointly and severally responsible for any impound, feeding and veterinarian costs, and other fees.

(e) Any animal control officer, police officer, or other person designated to do so by the city, Kent County, or a state or federal agency may impound any animal in a public place or on the property of another in violation of sections 6-10 or 6-12. An animal impounded under this subsection shall not be returned until (i) the city determines the offense is unlikely to recur, or (ii) as directed by a court. The owner and any other person having charge control of the animal are jointly and severally responsible for any impound, feeding and veterinarian costs, and other fees.

Section 2. That section 54-7 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Dog feces and posted areas," is repealed.

Section 3. That subsection 10-179(33) of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

(33) Section 301.4 is hereby added to read as follows:

Sec. 301.4 ANIMALS AND BEES.

No person shall possess, house, keep or allow to be kept any animal in the city except in accordance with chapter 6 of the Code of Ordinances, City of Wyoming, Michigan, No horse, cow, calf, swine, sheep, goat, chickens, bees, pigeons, geese, ducks, rabbits, or any protected wild animal shall be kept in any dwelling, nor shall any such animals or bees be kept on the same lot or premises with a dwelling, except under conditions prescribed by the code official so as not to constitute a nuisance to any neighbors or property and so as not to constitute any nuisance, health or safety hazard.

Section 4. 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. 17-21

ORDINANCE NO. 18-21

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY  
ADDING SUBSECTION (130) TO REZONE 1091 56<sup>th</sup> STREET SW  
FROM R-7 TO RO-1

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (130) to read as follows:

- (130) To rezone the following described property at 1091 56th ST SW (PP# 41-17-35-251-039) from R-7 Residential to RO-1 Restricted Office

DESCRIPTION:

THAT PART OF THE NE 1/4, SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE E 1/4 CORNER OF SECTION 35; THENCE N89°43'18"W 1977.51 FEET ALONG THE SOUTH LINE OF SAID NE 1/4; THENCE N01°27'59"W 103.79 FEET ALONG THE EAST LINE OF THE W 1/2 OF THE SW 1/4 OF SAID NE 1/4 TO THE NORTHERLY LINE OF GEZON PARKWAY AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01°27'59"W 1.39 FEET ALONG SAID EAST LINE; THENCE SOUTHWESTERLY 13.66 FEET ALONG SAID NORTHERLY LINE ON A 800.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S67°46'34"W 13.66 FEET; THENCE N01°27'59"W 42.97 FEET; THENCE N29°48'00"W 36.28 FEET; THENCE N01°27'59"W 55.67 FEET; THENCE N13°46'00"E 146.86 FEET; THENCE S39°04'53"E 204.59 FEET ALONG THE WESTERLY LINE OF PALMER HILLS DRIVE; THENCE S07°04'13"W 34.64 FEET; THENCE SOUTHWESTERLY 95.25 FEET ALONG THE NORTHERLY LINE OF GEZON PARKWAY ON A 755.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S57°47'05"W 95.18 FEET; THENCE S61°23'55"W 52.28 FEET TO THE PLACE OF BEGINNING. THIS PARCEL CONTAINS 0.580 ACRES.

Section 2. 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

July 27, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for rezoning from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW (Section 35) (Chuck Morgan)

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 20, 2021. A motion was made by Hegyi, supported by Arnoys, to approve the request for rezoning 1091 56<sup>th</sup> ST SW from R-7 Residential to RO-1 Restricted Office 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 applicant proposes to rezone the parcel to a RO-1 Restricted Office zone district to permit for an Edward Jones financial services office to be built.

Staff recommended approval of the request due to its compatibility with the surrounding area and alignment with city's vision for the corridor. The future land use map identifies for this node within the Gezon Parkway corridor to accommodate Business Park and Corridor Commercial uses to the south and east while also preserving suburban residential neighborhoods to the north and west.

The proposed small office development would remain consistent with this commercial vision, while also providing a buffer to the adjacent residential neighborhoods.

Planning Commissioners agreed that the requested rezone was in alignment with the city's adopted master plan and future land use map. Planning Commissioners did receive two letters opposed to the rezoning prior to the meeting. Members of the public who spoke during the public hearing commented to the commissioners that they hoped some of the trees could be saved.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

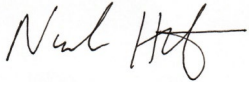
Marissa Postler

Robert Postema

Sam Bolt

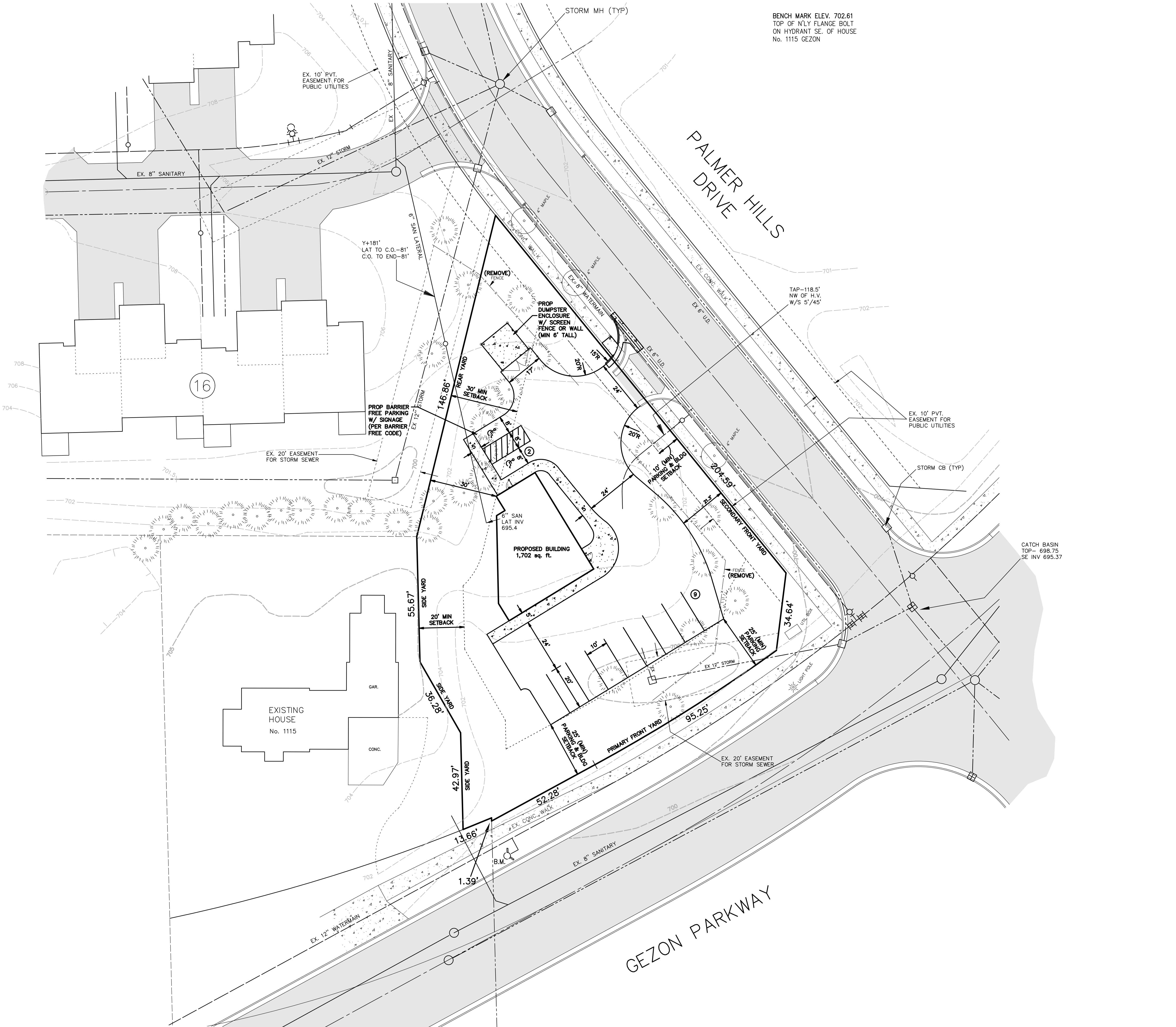
**Jack A. Poll, Mayor**

Respectfully submitted,

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

Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager



BENCH MARK ELEV. 702.61  
 TOP OF N'LY FLANGE BOLT  
 ON HYDRANT SE. OF HOUSE  
 No. 1115 GEZON

PROPERTY DESCRIPTION:  
 THAT PART OF THE NE 1/4, SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE E 1/4 CORNER OF SECTION 35; THENCE N89°43'18"W 1977.51 FEET ALONG THE SOUTH LINE OF SAID NE 1/4; THENCE N01°27'59"W 103.79 FEET ALONG THE EAST LINE OF THE W 1/2 OF THE SW 1/4 OF SAID NE 1/4 TO THE NORTHERLY LINE OF GEZON PARKWAY AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01°27'59"W 1.39 FEET ALONG SAID EAST LINE; THENCE SOUTHWESTERLY 13.66 FEET ALONG SAID NORTHERLY LINE ON A 800.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S67°46'34"W 13.66 FEET; THENCE N01°27'59"W 42.97 FEET; THENCE N29°48'00"W 36.28 FEET; THENCE N01°27'59"W 55.67 FEET; THENCE N13°46'00"E 146.86 FEET; THENCE S39°04'53"E 204.59 FEET ALONG THE WESTERLY LINE OF PALMER HILLS DRIVE; THENCE S07°04'13"W 34.64 FEET; THENCE SOUTHWESTERLY 95.25 FEET ALONG THE NORTHERLY LINE OF GEZON PARKWAY ON A 755.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S57°47'05"W 95.18 FEET; THENCE S61°23'55"W 52.28 FEET TO THE PLACE OF BEGINNING. THIS PARCEL CONTAINS 0.580 ACRES.

EXISTING ZONE: R-7  
 REQUESTED ZONE DESIGNATION: RO-1 RESTRICTED OFFICE

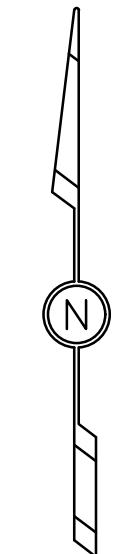
RO-1 DISTRICT REGULATIONS PER ORDINANCE:  
 RO-1  
 MINIMUM LOT WIDTH 65 FEET  
 MINIMUM LOT AREA 6,500 SF  
 MINIMUM LOT COVERAGE 40%  
 MAXIMUM BUILDING HEIGHT 35 FT

YARD SETBACKS :  
 PRIMARY FRONT (GEZON): 25 FEET  
 SECONDARY FRONT : 10 FEET  
 (PALMER HILLS)

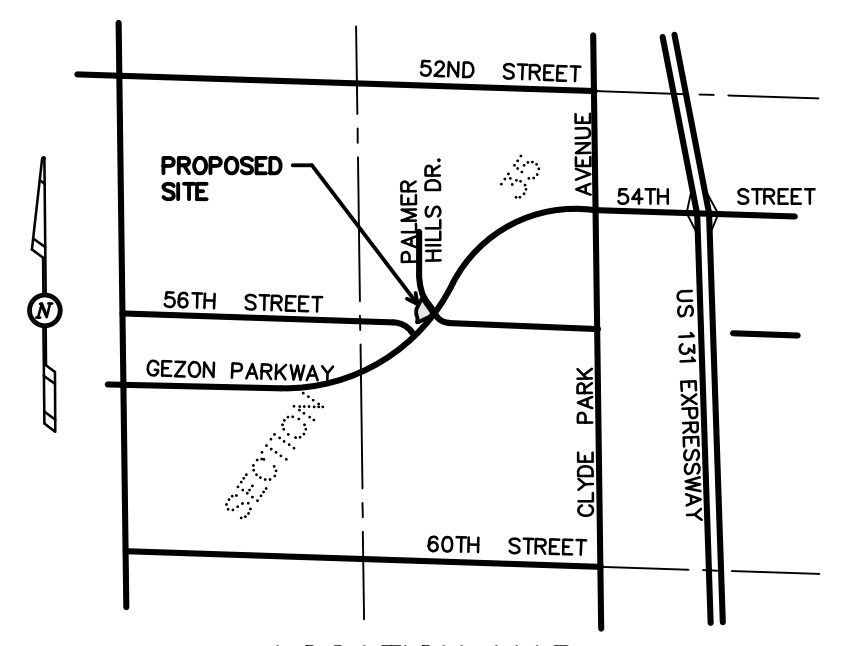
SIDE : 20 FEET  
 (ADJACENT TO RESIDENTIAL)

REAR : 30 FEET

MINIMUM GROUND FLOOR 600 SF  
 BUILDING SIZE



SCALE : 1"=20'  
 2' CONTOUR INTERVAL



**CONCEPT SITE PLAN - 1091 GEZON PARKWAY**  
 FOR: WOLVERINE BUILDERS  
 ATTN: MIKE HOUSEMAN

IN: PART OF THE NE 1/4, SECTION 35, T6N, R12W  
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

Revisions	 exxel engineering inc. 5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509 PHONE (616) 531-3660
Drawn by: JDR Approved by: DDG File No: 061722E Sheet 1 of 1 Date: 06/17/2021	

adjacent property.

5. Developer shall verify if a fire line is required for the proposed addition. If yes, fire line site plans shall be submitted for City of Wyoming's review and approval.
6. Provide minimum 1.5" water service for commercial development.
7. Provide "bail-out" lane for drive thru.
8. Clarify access to second drive up window. Angle of curb appears to make access difficult.
9. Must provide Knox Box

Josh Manion, Progressive AE, 1811 4 Mile RD NE, Grand Rapids, MI 49525, shared some history of the site and stated that he is available for questions.

DeLange opened the public comment at 7:41pm. There was no public comment and the public hearing was closed.

A motion was entered by Micele, supported by Hegyi, to grant special use approval for the drive-through restaurant at 2761 44th Street SW.

A vote on the motion passed unanimously.

A motion was entered by VanDuren, supported by Hall, to grant site plan approval subject to conditions 1-9.

There was general discussion regarding the improvements of the site.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 4

Request for rezoning from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW (Section 35) (Chuck Morgan)

Meagher explained that the site is currently vacant and outlined the various uses of the surrounding land.

Meager explained that the applicant proposes to rezone the parcel to an RO-1 restricted office zone district to permit for an Edward Jones financial services office to be built. The applicant has submitted a conceptual site plan for discussion and reference purposes only.

Meagher shared that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

a. *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies for this node within the Gezon Parkway corridor to accommodate Business Park and Corridor Commercial uses to the south and east while also preserving suburban residential neighborhoods to the north and west. The proposed small office development would remain consistent with this commercial vision, while also providing a buffer to the adjacent residential neighborhoods.

b. *Compatibility of the allowed uses with existing and future land uses;*

The proposed Restricted Office designation would be consistent with the desired future land use. The RO-1 zoning district permits small office developments that are less intense and more sympathetic to adjacent residential areas. These office type uses are also compatible with neighboring commercial and industrial districts, as they are permitted by right in each of these zoning districts.

c. *Capability of the property to be served by public services;*

The property can be served by public utilities.

d. *Ability of the property to be used as currently zoned; and*

The property's current zoning is an impediment to its future development. The R-7 zoning district requires a minimum lot area of 1 acre for development, where only .59 acres are provided. The lot, therefore, cannot be built upon under its current zoning designation. The RO-1 zoning district allows for development with a minimum lot area of 6,500 square feet.

e. *Appropriateness of all uses allowed within the proposed district at the property location.*

The RO-1 zoning district permits a limited variety of commercial office uses, including professional, medical, and financial office spaces. These uses tend to operate within traditional business hours and do not create additional noise, odor,

blight, fire safety, or traffic concerns, making them compatible with adjacent residential neighborhoods.

Meagher stated that the Development Review Team's recommendation is that the Planning Commission recommend approval to City Council for the rezoning request from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW.

Mike Houseman, Wolverine Building Group, 4045 Barden Dr SE, Grand Rapids, MI 49512, is representing the owner and is available for any questions.

Hofert shared that there were two emails received by staff and they have been given to commissioners at their seats.

DeLange opened the public comment at 7:33pm.

Connie Westgate, 5513 Palmer Hills Dr SW, Wyoming, MI 49509, had questions regarding the building information. She also expressed concern about the larger trees on site being cut down.

DeLange stated that site plan specific questions would be addressed if the project came back to Planning Commission for site plan approval. He stated to the developer that if the project moves forward the Commission would want to better understand if any trees could be preserved on the site.

DeLange closed the public comment at 7:54pm

A motion was entered by Hegyi, supported by Arnoys, to recommend approval to City Council for the rezoning request from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW.

There was general discussion regarding the history of the parcel.

The Commissioners reviewed the 2020 land use graphic that was shown in staff's presentation.

Weller inquired about planned future improvements along Gezon Parkway.

There was conversation regarding the City's thoroughfare plan and future traffic studies.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

Request to amend Zoning Code Article 6, Section 90-600(7), Required Off-Street Parking (Wyoming Planning)

ORDINANCE NO. 19-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY  
AMENDING SECTION 90-600 IN ARTICLE 6

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 6, Section 90-600 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-600 OFF-STREET PARKING REQUIREMENTS**

(1) *Applicability of parking requirements.* For all buildings and uses established after the effective date of this article, off-street parking shall be provided as required by this article.

- (a) Whenever use of a building or lot is changed to another classification of use, off-street parking facilities shall be provided as required by this article.
- (b) If the intensity of use of any building (other than a single- or two-family residence) or lot is increased, through the addition of floor area, increase in seating capacity, number of employees or other means, additional off-street parking shall be provided for such increase in intensity of use.
- (c) Off-street parking facilities in existence on the effective date of this article shall not be reduced below the requirements of this article.
- (d) An area designated as required off-street parking shall not be changed to another use, unless equal facilities are provided elsewhere in accordance with the provisions of this article.

(2) *Location.*

- (a) Off-street parking facilities required for all uses shall be located on the same lot or within 300 feet of the use(s) they are intended to serve, as measured from the nearest point of the parking facility to the nearest entry of the building(s) served.
- (b) Parking facilities shall be in the same zoning district as the use to be served, except as otherwise permitted in subsection 90-600(6).

(3) *Shared/Common Parking.*

- (a) Two or more buildings or uses may use a common parking facility; provided the total number of parking spaces is equal to the required number of spaces for all of the uses computed separately. Cumulative parking requirements for mixed-use developments or shared facilities may be reduced in conjunction with site plan approval where it can be determined that one or more of the factors listed in subsection (4) below apply.
- (b) Parking facilities dedicated to and on the same site as a place of worship may be used to meet not more than 50 percent of the off-street parking requirement for theaters, stadiums, and other places of public assembly, stores, office buildings and industrial establishments lying within 300 feet of the place of worship, provided that the other uses are not normally operating between the hours of 6:00 a.m. and 6:00 p.m. on Sundays and that the place of worship, through written agreement, makes the spaces available. A copy of this agreement shall be furnished to the city. Should the agreement be voided or expire for any reason, the uses utilizing the parking facility of the place of worship shall provide all required parking spaces in accordance with the requirements of this

article, or shall be in violation thereof.

(4) *Modification of parking requirements.* The parking space requirements may be reduced by no more than 25 percent, as part of the site plan approval, based upon one or more of the following conditions:

- (a) Shared parking by multiple uses where there will be a high proportion of multipurpose visits or where uses have peak parking demands during differing times of the day or days of the week. Pedestrian connections shall be maintained between the uses. For separate lots, they shall be adjacent to each other, with pedestrian and vehicular connections maintained between the lots. Shared parking agreements shall be filed with the city planning department after approval.
- (b) Expectation of walk-in trade due to sidewalk connections to adjacent residential neighborhoods or employment centers. In allowing a parking space reduction, the site design shall incorporate pedestrian connections to the site and on-site pedestrian circulation providing safe and convenient access to the building.
- (c) Availability of other forms of travel such as transit. To qualify, the site design must incorporate transit stops, pedestrian connections to nearby transit stops, or bicycle parking facilities, as applicable.
- (d) Where the applicant has provided a parking study, conducted by a qualified professional, that demonstrates that another standard would be more appropriate based on actual number of employees or expected level of customer traffic. Actual counts at a similar establishment provided by the applicant may also be acceptable.
- (e) A parking study may be required as part of site plan review to document that any one of the criteria a. through c. above would be met.

(5) *Banked Parking.*

- (a) Where a reduction in the number of parking spaces is not warranted but an applicant demonstrates that the parking requirements for a proposed use would be excessive, the site plan review authority may defer ("bank") some of the required parking. The site plan shall designate portions of the site for future construction of the required parking spaces. This banked area shall be maintained in a landscaped appearance and not be located within required greenbelts or parking lot setback areas and shall not be used for any other purpose.
- (b) The site plan shall show the area proposed to be banked, with all required site plan elements, but shall indicate with hatching, dashed lines, or other means the area to be banked. The site plan shall include parking space requirements, with the number of spaces required, number proposed at initial construction, and number of spaces banked.
- (c) Construction of part or all of the additional spaces designated for the banked parking area may be initiated by the owner or required by the city, based on parking needs or observation of parking deficiencies, and shall require administrative approval of an amended site plan.

(6) *Parking lots serving adjacent commercial and industrial uses.* A parking lot may be constructed in a different zoning district from the use being served, if approved by the planning commission. A parking lot constructed under this subsection must meet the following requirements:

- (a) The area proposed for the parking lot shall be contiguous to, or immediately across a street right-of-way from, the property containing the use to be served. This parking shall not be located across a major thoroughfare.
- (b) The proposed parking area shall be intended only to accommodate parking of passenger vehicles serving employees or customers of the use served. Outdoor storage of material or parking of

equipment or vehicles other than passenger vehicles of employees or customers is prohibited.

- (c) The parking area shall retain the requirements of the zoning district in which it is located. No use, other than accessory parking, shall be permitted upon the lot that is not otherwise permitted in that zoning district.
  - (d) The parking lot shall conform to the landscaping requirements of section 90-328. More extensive buffering or screening may be required during site plan review, if necessary, to protect adjacent uses, particularly if the lot is located within or adjacent to a residential district.
- (7) *Required off-street parking spaces.* The minimum number of required off-street parking spaces shall be provided and maintained on the premises or as otherwise allowed by this article, on the basis of the following and the specific requirements of table 90-646.
- (a) When units or measurements determining the number of required parking spaces result in a fraction over one-half, a full parking space shall be required.
  - (b) In the case of a use not specifically mentioned, the requirement for off-street parking facilities for a specified use which is most similar shall apply, as determined by the city planner.
  - (c) Each 24 inches of bench, pew or similar seating facilities shall be counted as one seat.
  - (d) Where parking requirements are based upon maximum seating or occupancy capacity, the capacity shall be as determined by the Building Code and the Fire Code.
  - (e) In order to minimize excessive areas of pavement, which reduces aesthetics and contributes to high rates of stormwater runoff, the minimum parking space requirements shall not be exceeded by more than 20 percent, except as approved by the site plan approval authority. In granting additional spaces, the site plan approval authority shall determine that the parking is needed, based on documented evidence of use and demand provided by the applicant.
  - (f) Each parking space provided for electric vehicle charging usage may count as one (1) minimum required parking space up to a total of six (6) required parking spaces.

Section 2. 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. 19-21

July 27, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to amend Zoning Code Article 6, Section 90-600(7), Required Off-Street Parking (Wyoming Planning)

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 July 20, 2021. A motion was made by Weller, supported by Micele, to recommend to the City Council adoption of the proposed Section 90-600(7) text amendment. The motion passed unanimously.

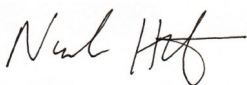
A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

Following City Council direction, staff drafted a zoning ordinance text amendment that would give developers the opportunity to count parking spaces reserved for electric vehicle charging as required minimum off-street parking spaces.

The proposed text amendment permits one (1) electric vehicle charging space to count as one (1) minimum required parking space, up to a total of six (6) minimum required off-street parking spaces. This ordinance does not require EV parking spaces to be included in new developments, but instead gives developers more flexibility in their approach to incorporating this amenity within new commercial, industrial, or residential sites.

During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

Respectfully submitted,



Nicole Hofert, Director  
Department of Planning and Economic Development

community • safety • stewardship

CITY COUNCIL

Cc: Curtis Holt, City Manager

**Article 6 – Off-street Parking**  
**CITY OF WYOMING ZONING ORDINANCE**

- (d) The parking lot shall conform to the landscaping requirements of section 90-328. More extensive buffering or screening may be required during site plan review, if necessary, to protect adjacent uses, particularly if the lot is located within or adjacent to a residential district.
- (7) *Required off-street parking spaces.* The minimum number of required off-street parking spaces shall be provided and maintained on the premises or as otherwise allowed by this article, on the basis of the following and the specific requirements of table 90-646.
- (a) When units or measurements determining the number of required parking spaces result in a fraction over one-half, a full parking space shall be required.
- (b) In the case of a use not specifically mentioned, the requirement for off-street parking facilities for a specified use which is most similar shall apply, as determined by the city planner.
- (c) Each 24 inches of bench, pew or similar seating facilities shall be counted as one seat.
- (d) Where parking requirements are based upon maximum seating or occupancy capacity, the capacity shall be as determined by the Building Code and the Fire Code.
- (e) In order to minimize excessive areas of pavement, which reduces aesthetics and contributes to high rates of stormwater runoff, the minimum parking space requirements shall not be exceeded by more than 20 percent, except as approved by the site plan approval authority. In granting additional spaces, the site plan approval authority shall determine that the parking is needed, based on documented evidence of use and demand provided by the applicant.
- (f) Each parking space provided for electric vehicle charging usage may count as one (1) minimum required parking space up to a total of six (6) required parking spaces.

Table 90-600	
Required Minimum Number of Parking Spaces by Use	
Use	Number of Parking Spaces
<b>Residential Uses</b>	
Single- and two-family dwellings	2 spaces for each dwelling unit.
Multiple-family residential dwellings	2 spaces for each dwelling unit.
Senior apartments and senior independent living	1 space for each unit, and 1 space for each employee. Should units revert to general occupancy, 2 spaces per unit shall be provided.

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

blight, fire safety, or traffic concerns, making them compatible with adjacent residential neighborhoods.

Meagher stated that the Development Review Team's recommendation is that the Planning Commission recommend approval to City Council for the rezoning request from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW.

Mike Houseman, Wolverine Building Group, 4045 Barden Dr SE, Grand Rapids, MI 49512, is representing the owner and is available for any questions.

Hofert shared that there were two emails received by staff and they have been given to commissioners at their seats.

DeLange opened the public comment at 7:33pm.

Connie Westgate, 5513 Palmer Hills Dr SW, Wyoming, MI 49509, had questions regarding the building information. She also expressed concern about the larger trees on site being cut down.

DeLange stated that site plan specific questions would be addressed if the project came back to Planning Commission for site plan approval. He stated to the developer that if the project moves forward the Commission would want to better understand if any trees could be preserved on the site.

DeLange closed the public comment at 7:54pm

A motion was entered by Hegyi, supported by Arnoys, to recommend approval to City Council for the rezoning request from R-7 Residential to RO-1 Restricted Office at 1091 56th Street SW.

There was general discussion regarding the history of the parcel.

The Commissioners reviewed the 2020 land use graphic that was shown in staff's presentation.

Weller inquired about planned future improvements along Gezon Parkway.

There was conversation regarding the City's thoroughfare plan and future traffic studies.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

Request to amend Zoning Code Article 6, Section 90-600(7), Required Off-Street Parking (Wyoming Planning)

Meagher presented some general background information. At City Council's February 8th work session, staff presented on electric vehicle infrastructure in the City of Wyoming. At that meeting, City Council directed staff to continue its research on the potential for the implementation of an Electric Vehicle (EV) charging station on city property, as well as to advance the drafting of zoning incentives that would encourage the installation of EV charging stations in current and future developments.

Meagher described that to help incentivize the installation of electric vehicle infrastructure at new developments throughout the City, staff has drafted a zoning ordinance text amendment that would give developers the opportunity to count parking spaces reserved for electric vehicle charging as required minimum off-street parking spaces. The ordinance would allow one (1) electric vehicle charging space to count as one (1) minimum required parking space, up to a total of six (6) minimum required off-street parking spaces. This ordinance does not require EV parking spaces to be included in new developments, but instead gives developers more flexibility in their approach to incorporating this infrastructural amenity within new commercial, industrial, or residential sites. This zoning approach was identified previously by staff in their report at the February Council Work Session and was favored by City Council.

Meagher stated that the Development Review Team recommends that Planning Commission adopt the recommended *Section 90-600(7)* text amendment and recommend the same to Council.

DeLange opened the public comment at 8:01 pm. There was no public comment and the public hearing was closed.

A motion was entered by Weller, supported by Micele, to adopt the recommended *Section 90-600(7)* text amendment and recommend the same to Council.

Weller asked about the placement of the charging stations at City Hall.

Hofert clarified that the charging stations still need to be approved by Council but that they are currently proposed to be located in the front parking lot.

There was general conversation regarding people with gas powered vehicles parking in the charging stations spot. Micele stated that he is always surprised that he never sees gas vehicles parked at charging stations even when there is limited parking available.

Hall commented that it is a good idea for the City of Wyoming.

A vote on the motion passed unanimously.

ORDINANCE NO. 20-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES  
BY AMENDING ARTICLE 11 DIVISION 4

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, Division 4 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as shown on the attached Exhibit A.

Section 2. 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. 20-21

**CONTEXT AREA AND USE STANDARDS : 90-1406 CORRIDOR CENTER AREA (CC)**

**90-1406 CORRIDOR CENTER AREA**

The following standards apply to the Corridor Urban Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

**2.0 Permitted Uses**

- A. Refer to Table 90-1406 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, on floors two and above (P\$)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
  - Minimum: None
  - Maximum, within 28th Street Corridor: Four (4) stories, 60 feet
  - Maximum, within Burton Street Corridor: Two (2) stories, 35 feet
  - Zero Lot Line Retail Building: One (1) story building required

**4.0 Special Land Uses**

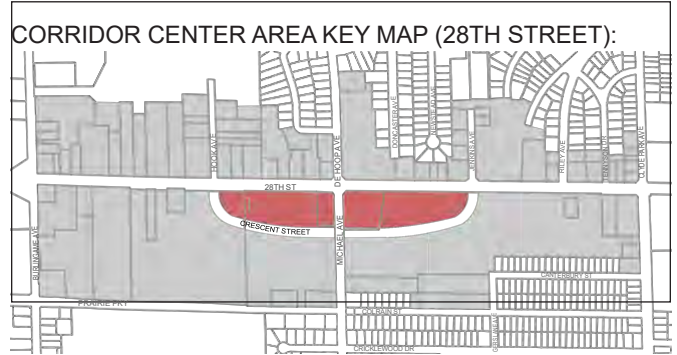
The following are specific standards for Special Land Uses in the CC Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- B. Secondhand businesses.

**CORRIDOR CENTER AREA DESCRIPTION:**

Corridor Center Area (CC): The Corridor Center Area is the equivalent of a downtown, with the highest concentration of development and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. Building heights along the Burton Street corridor are limited to two stories to preserve the business district character while taller buildings are permitted in the 28th Street area to support downtown development.

**CORRIDOR CENTER AREA KEY MAP (28TH STREET):**



**CORRIDOR CENTER AREA KEY MAP (BURTON STREET):**



TABLE 90-1406 CORRIDOR CENTER AREA (CC)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

**CONTEXT AREA AND USE STANDARDS : 90-1406 CORRIDOR CENTER AREA (CC)**

**TABLE 90-1406 CORRIDOR CENTER AREA (CC) (CONTINUED)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink									
Indoor theater									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P								
Pool hall/billiards									
Printing and publishing									
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P <sup>B</sup>	P <sup>B</sup>							
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. P<sup>B</sup> = Permitted use in Burton Avenue only. S = Special Land Use. Blank cell = Use not permitted.



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CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

90-1407 CORRIDOR URBAN AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1407 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, on floors two and above (P\$)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
  - Minimum: Two (2) stories
  - Maximum: Five (5) stories, 70 feet
  - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CU Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Any use in retail sales of 20,000 square feet or more
- B. Bowling alley.
- C. Dance hall/nightclub.
- D. Indoor skating rink.
- E. Indoor theater.
- F. Poolhall/billiards.
- G. Secondhand businesses.

CORRIDOR URBAN AREA DESCRIPTION: Corridor Urban Area (CU): The Corridor Urban Area is the equivalent of a downtown, with the highest concentration of development, the tallest buildings, and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area has similar characteristics to the Corridor Center Area.

CORRIDOR URBAN AREA KEY MAP (28TH STREET):



CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

TABLE 90-1407 CORRIDOR URBAN AREA (CU)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	S	S							
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley	S	S							
Bus transfer station	P								P
Business office	P								
Business service establishments	P								
Car wash									
College or university									P
Commercial greenhouse	P	P							
Community center	P								
Convalescent or nursing homes									
Dance hall/nightclub	S	S							
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

**TABLE 90-1407 CORRIDOR URBAN AREA (CU) (CONTINUED)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink	S	S							
Indoor theater	S	S							
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$								
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures									
Photographic studio	P								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P								

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.



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CONTEXT AREA AND USE STANDARDS : 90-1408 CORRIDOR GENERAL AREA (CG)

**90-1408 CORRIDOR GENERAL AREA**

The following standards apply to the Corridor General Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Retail Building
- D. Live/Work Building
- E. Apartment
- F. Civic Building

**2.0 Permitted Uses**

A. Refer to Table 90-1408 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right in Division Avenue Form Based Code Area only (P<sup>D</sup>)
- Permitted by right, on floors two and above (P\$)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

A. Number of stories for buildings is regulated by Context Area.

B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

C. Building Height for all buildings except Zero Lot Line Retail Building

- Minimum: Two (2) stories
- Maximum, within 28th Street Corridor: Five (5) stories, 75 feet
- Maximum, within Division Avenue and Burton Street Corridor: Three (3) stories, 50 feet  
*Exception: Five (5) stories, 75 feet, with Special Use Approval*
- Zero Lot Line Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CG Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Car wash, permitted only in the Division Avenue Corridor.
- B. Commercial greenhouse, permitted only in the Division Avenue Corridor.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages. Permitted only in the Division Avenue Corridor.
- E. Open air business.
- F. Secondhand businesses.
- G. Special Land Use for five (5) story buildings within the Division Avenue corridor follow Section 90-508.

**CORRIDOR GENERAL AREA DESCRIPTION:**

Corridor General Area (CG): The Corridor General Area represents a traditional urban development pattern with mixed use, retail, live / work and apartment buildings. The Area is characterized by a variety of Building Types set relatively close to the sidewalk, but also allows a range of building placement options that permit a varied street wall.

**CORRIDOR GENERAL AREA KEY MAP (28TH STREET):**



**CORRIDOR GENERAL AREA KEY MAPS (DIVISION AVE):**  
SECTION 1: ALGER ST. TO 36TH ST. SECTION 2: 36TH ST. TO 50TH ST.

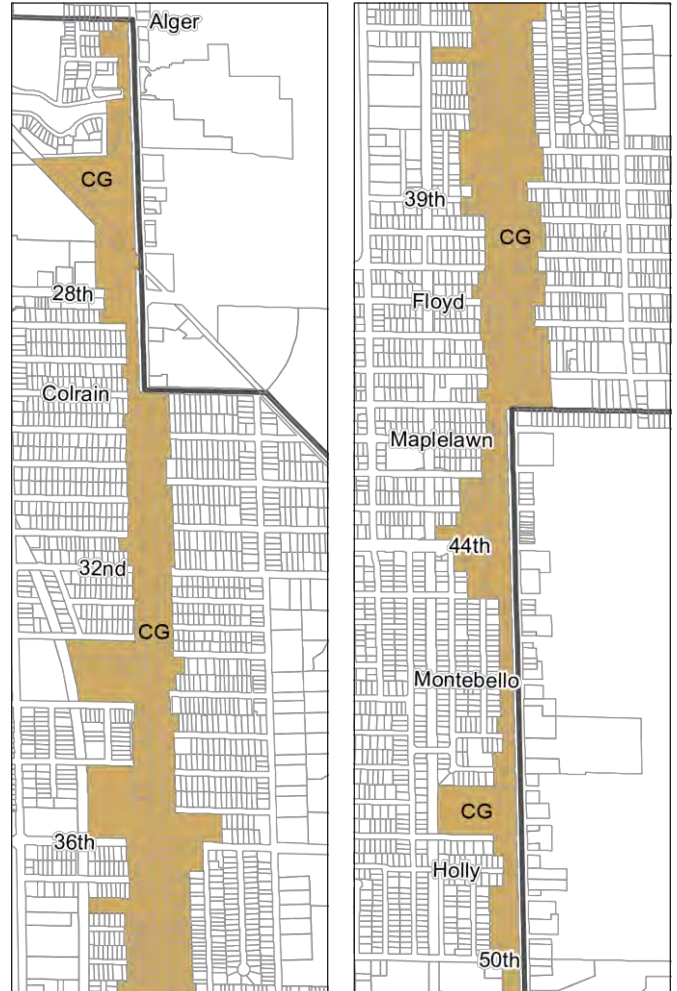


TABLE 90-1408 CORRIDOR GENERAL AREA (CG)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P	P	P	P				P
Any use in retail sales of 20,000 square feet or more	P	P	P						
Apparel shop	P	P	P	P					
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience store			P <sup>D</sup>						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P	P	P					
Bank and financial institution	P								
Barbershop	P			P	P#				
Beauty shop	P			P	P#				
Bowling alley									
Bus transfer station	P								P
Business office	P	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Business service establishments	P	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Car wash			S <sup>D</sup>						
College or university									P
Commercial greenhouse	S <sup>D</sup>		S <sup>D</sup>						
Community center	P								
Convalescent or nursing homes									
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Drive-through establishments	S	S	S						
Drugstore	P	P	P	P					
Dry cleaning establishment (per 90-401B (5) (c))		P	P						
Eating and drinking establishments (without drive-through service)	P	P	P		P#				
Flower shop	P	P	P	P					

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. S<sup>D</sup> = Special Land Use Permitted in Division Avenue only. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1408 CORRIDOR GENERAL AREA (CG)

TABLE 90-1408 CORRIDOR GENERAL AREA (CG) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store	P	P	P	P					
Grocery	P	P	P	P	P#				
Hardware store, paint and wallpaper	P	P	P	P					
Health and fitness	P				P#				
Hotel	P\$								
Indoor skating rink									
Indoor theater	P	P	P						
Medical office	P	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Microbrewery, small distiller	P	P	P						
Multiple family dwellings	P\$			P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$			P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P	P						
Parking structures									
Photographic studio	P	P	P	P					
Pool hall/billiards									
Printing and publishing	P			P					
Professional office	P	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Religious or social service assembly									
Secondhand business	S	S	S						
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P#		P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.



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**CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR SUB-URBAN AREA (CS)**

**90-1409 CORRIDOR SUB-URBAN AREA**

The following standards apply to the Corridor Sub-Urban Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Civic Building

**2.0 Permitted Uses**

- A. Refer to Table 90-1409 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, on floors two and above (P\$)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

- C. Building Height for all buildings:
  - Minimum: Two (2) stories
  - Maximum: Four (4) stories, 60 feet
  - Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CS Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Bowling alley.
- B. College or university.
- C. Commercial greenhouse.
- D. Community center.
- E. Dance hall/nightclub.
- F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
- G. Indoor skating rink.
- H. Indoor theater.
- I. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- J. Pool hall/billiards.
- K. Secondhand businesses.

**CORRIDOR SUB-URBAN AREA DESCRIPTION:**

Corridor Sub-Urban Area (CS): The Corridor Sub-Urban Area represents a transition area within the development pattern by facilitating building placement that is varied and setback from the street edge and less emphasis on commercial uses. The Area permits flexible retail building placement to encourage a varied street edge and also allows for a variety of residential Building Types.

**CORRIDOR SUB-URBAN AREA KEY MAP (28TH STREET):**



TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash									
College or university			S						S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					
Flower shop			P	P					

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR SUB-URBAN AREA (CS)

TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.



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**CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)**

**90-1410 CORRIDOR EDGE AREA**

The following standards apply to the Corridor Edge Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Two-family House
- F. Civic Building

**2.0 Permitted Uses**

- A. Refer to Table 90-1410 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right in Division Avenue Form Based Code Area only (P<sup>D</sup>)
  - Permitted by right, on floors two and above (P\$)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
  - Minimum: No minimum
  - Maximum: Three (3) stories, 45 feet
  - Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales. Permitted on Division Avenue Corridor only.
- B. Car wash. Permitted on Division Avenue Corridor only.
- C. College or university.
- D. Dance hall/nightclub.
- E. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- F. Funeral homes or mortuaries.
- G. Open air business.
- H. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- I. Pool hall/billiards.
- J. Secondhand businesses.
- K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.

**CORRIDOR EDGE AREA DESCRIPTION:**

Corridor Edge Area (CE): The Corridor Edge Area represents a district which transitions from more urban areas to the existing development pattern of the City. This Area promotes retail and residential uses with building placement that is more consistent with existing City development patterns and includes the flexibility of locating limited parking in the front of retail buildings that front on 28th Street, Division Avenue, and Burton Street.

**CORRIDOR EDGE AREA KEY MAP (28TH STREET):**



**CORRIDOR EDGE AREA KEY MAP (DIVISION AVE): SECTION 1: 50TH ST. TO 60TH ST.**



**CORRIDOR EDGE AREA KEY MAP (BURTON STREET):**



**CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)**

**TABLE 90-1410 CORRIDOR EDGE AREA (CE)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more			P						
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store			P <sup>D</sup>						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P <sup>D</sup>						
Automobile sales			S <sup>D</sup>						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P <sup>D</sup>						
Baked goods			P	P					
Bank and financial institution			P						
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P <sup>D</sup>	P					
Business service establishments			P <sup>D</sup>	P					
Car wash			S <sup>D</sup>						
College or university			S						S
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					
Flower shop			P	P					

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. S<sup>D</sup> = Special Land Use Permitted in Division Avenue only. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)

TABLE 90-1410 CORRIDOR EDGE AREA (CE) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						
Indoor theater			P						
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			P						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Self storage facilities			S <sup>D</sup>						
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. S<sup>D</sup> = Special Land Use Permitted in Division Avenue only. Blank cell = Use not permitted.



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i	Introduction	1	Title, Purpose & Scope	2	Applicability & Procedures	3	General Provisions	4	Context Areas & Use	5	Subdivision & Access	6	Building Types
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CONTEXT AREA AND USE STANDARDS : 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)

90-1411 CORRIDOR NEIGHBORHOOD AREA

The following standards apply to the Corridor Neighborhood Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Rowhouse
- B. Two-family House
- C. Single-family House
- D. Civic Building

2.0 Permitted Uses

A. Refer to Table 90-1411 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right, on floors two and above (P\$)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

A. Number of stories for buildings is regulated by Context Area.

B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

- C. Building Height for all buildings:
- Minimum: No minimum
  - Maximum: Two (2) stories, 35 feet

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CN Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Community center.
- B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

CORRIDOR NEIGHBORHOOD AREA DESCRIPTION: Corridor Neighborhood District (CN): The Corridor Neighborhood District is a residential district that allows rowhouses, two-family and single-family homes. It is intended to address redevelopment opportunities that are consistent with existing adjacent single-family residential neighborhoods.

CORRIDOR NEIGHBORHOOD AREA KEY MAP (28TH STREET):



CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 1: BURLINGAME AVE TO MARTINDALE AVE



CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 2: HUIZEN AVE TO CLYDE PARK AVE



TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses						P	P	P	P
Any use in retail sales of 20,000 square feet or more									
Apparel shop									
Art, including art work, art supplies and framing materials									
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods									
Bank and financial institution									
Barbershop									
Beauty shop									
Bowling alley									
Bus transfer station									
Business office									
Business service establishments									
Car wash									
College or university									
Commercial greenhouse									
Community center									S
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									
Flower shop									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)

**TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN) (CONTINUED)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store									
Grocery									
Hardware store, paint and wallpaper									
Health and fitness									
Hotel									
Indoor skating rink									
Indoor theater									
Medical office									
Microbrewery, small distiller									
Multiple family dwellings									
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									S
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment									
Parking structures									
Photographic studio									
Pool hall/billiards									
Printing and publishing									
Professional office									
Religious or social service assembly									P
Secondhand business									
Self-service laundry and dry cleaning									
Single-family detached dwelling								P	
State licensed residential facility								P	
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.



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July 27, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to amend Form Based Code Article 11, Division 4, Context Areas and Uses  
(Wyoming Planning)

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 July 20, 2021. A motion was made by Arnoys, supported by Micele, to recommend to the City Council adoption of the proposed Article 11, Division 4 text amendments. 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 Planning Commission and City Council approved the city's master plan, Wyoming [re]Imagined, in early 2021. To begin implementing the plan, staff has begun performing reviews of the three city corridors governed by the Form Based Code (28<sup>th</sup> Street, Burton Street, and Division Avenue) to assess their alignment with the vision identified in the master plan, as well as any goals or objectives that may be provided in any applicable sub area plans. To initiate this process, staff specifically focused on reviewing the 28th Street corridor to ensure its compatibility with the goals, visions, and implementation steps of both the Master Plan and the 28th Street Special Area Plan.

As a first step to the zoning code alignment process, a review of Division 4 of the Form Based Code occurred to confirm that the permitted uses and dimensional requirements are consistent with, and supportive of, the vision identified. Recommended revisions support the 28<sup>th</sup> Street sub area plan objectives while also ensuring that the revisions are compatible with the city's other two form-based code areas (Division Avenue and Burton Street).

Revision's included prioritizing uses that support a pedestrian environment and minimizing uses which are heavily automobile oriented. Additionally, restrictions were removed from some uses, namely those restrictions which limit a use to floors two and above, to encourage and foster greater investment and interest in new projects. Through this process, a general clean-up of the division also occurred.

community • safety • stewardship

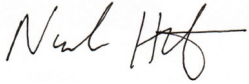
CITY COUNCIL

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

**Jack A. Poll, Mayor**

During the public hearing no members of the public spoke on the proposed ordinance.  
The proposed zoning code text amendment is attached.

Respectfully submitted,

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

Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

CONTEXT AREA AND USE STANDARDS : 90-1406 CORRIDOR CENTER AREA (CC)

90-1406 CORRIDOR CENTER AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1406 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, on floors two and above (P\$) but not allowed on first floor (P\*)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
  - Minimum: None
  - Maximum, within 28th Street Corridor: Four (4) stories, 60 feet
  - Maximum, within Burton Street Corridor: Two (2) stories, 35 feet
  - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CC Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- B. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- C. Secondhand businesses.

CORRIDOR CENTER AREA DESCRIPTION:

Corridor Center Area (CC): The Corridor Center Area is the equivalent of a downtown, with the highest concentration of development and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area limits building heights to two (2) stories in order to provide visual connection from 28th Street and to preserve business district character along Burton Street. Building heights along the Burton Street corridor are limited to two stories to preserve the business district character while taller buildings are permitted in the 28th Street area to support downtown development.

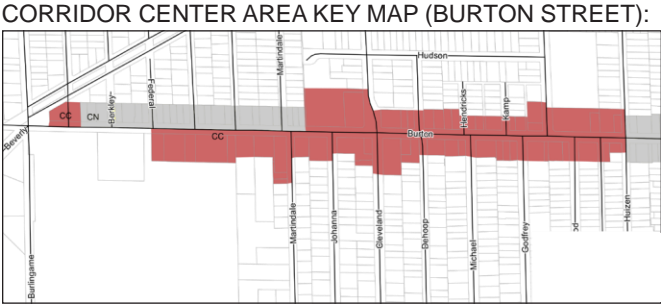
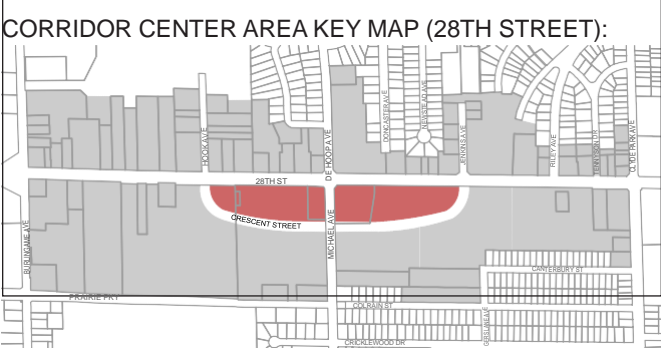


TABLE 90-1406 CORRIDOR CENTER AREA (CC)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P\$								
Business service establishments	P\$								
Car wash									
Clothing services	P	P							
College or university									
Commercial greenhouse	P	P							
Community center									
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen	P	P							
Department store	P	P							
Drive-through establishments	S	S							
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P\$								
Eating and drinking establishments (without drive-through service)	P	P							

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1406 CORRIDOR CENTER AREA (CC)

**TABLE 90-1406 CORRIDOR CENTER AREA (CC) (CONTINUED)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P\$								
Hotel	P\$								
Indoor skating rink									
Indoor theater									
Medical office	P\$								
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P\$								
Pool hall/billiards									
Printing and publishing									
Professional office	P\$								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P <sup>B</sup>	P <sup>B</sup>							
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

Microbrewery, small distiller P P



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CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

90-1407 CORRIDOR URBAN AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1407 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, on floors two and above (P\$) but not allowed on first floor (P\*)
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
  - Minimum: Two (2) stories
  - Maximum: Five (5) stories, 70 feet
  - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CU Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Any use in retail sales of 20,000 square feet or more
- B. Bowling alley.
- C. Dance hall/nightclub.
- D. ~~Drive-through establishments. Drive through entries shall take access from secondary frontages.~~
- E. Indoor skating rink.
- F. Indoor theater.
- G. Poolhall/billiards.
- H. Secondhand businesses.

CORRIDOR URBAN AREA DESCRIPTION:

Corridor Urban Area (CU): The Corridor Urban Area is the equivalent of a downtown, with the highest concentration of development, the tallest buildings, and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area has similar characteristics to the Corridor Center Area, ~~except that it allows taller buildings and may permit large-format retail.~~

CORRIDOR URBAN AREA KEY MAP (28TH STREET):



ARTICLE 11 **DIVISION 4**

**CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)**

**TABLE 90-1407 CORRIDOR URBAN AREA (CU)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	S	S							
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P\$								
Barbershop	P\$								
Beauty shop	P\$								
Bowling alley	S	S							
Bus transfer station	P								P
Business office	P\$								
Business service establishments	P\$								
Car wash									
Clothing services	P	P							
College or university									P
Commercial greenhouse	P	P							
Community center	P\$								
Convalescent or nursing homes									
Dance hall/nightclub	S	S							
Delicatessen	P	P							
Department store	P	P							
Drive-through establishments	S	S							
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P\$								
Eating and drinking establishments (without drive-through service)	P	P							

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

TABLE 90-1407 CORRIDOR URBAN AREA (CU) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P\$								
Hotel	P\$								
Indoor skating rink	S	S							
Indoor theater	S	S							
Medical office	P\$								
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$								
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures									
Photographic studio	P\$								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P\$								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P\$								

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

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CONTEXT AREA AND USE STANDARDS : 90-1408 CORRIDOR GENERAL AREA (CG)

**90-1408 CORRIDOR GENERAL AREA**

The following standards apply to the Corridor General Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Retail Building
- D. Live/Work Building
- E. Apartment
- F. Civic Building

**2.0 Permitted Uses**

A. Refer to Table 90-1408 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right in Division Avenue Form Based Code Area only (P<sup>D</sup>)
- Permitted by right, **on floors two and above (P\$) but not allowed on first floor (P\*)**
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

A. Number of stories for buildings is regulated by Context Area.

B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

C. Building Height for all buildings except Zero Lot Line Retail Building

- Minimum: Two (2) stories
- Maximum, within 28th Street Corridor: Five (5) stories, 75 feet
- Maximum, within Division Avenue and Burton Street Corridor: Three (3) stories, 50 feet  
*Exception: Five (5) stories, 75 feet, with Special Use Approval*
- Zero Lot Line Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CG Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Car wash, **permitted only in the Division Avenue Corridor.**
- B. Commercial greenhouse, **permitted only in the Division Avenue Corridor.**
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages. **Permitted only in the Division Avenue Corridor.**
- E. Open air business.
- F. Secondhand businesses.
- G. Special Land Use for five (5) story buildings within the Division Avenue corridor follow Section 90-508.

**CORRIDOR GENERAL AREA DESCRIPTION:**

Corridor General Area (CG): The Corridor General Area represents a traditional urban development pattern with mixed use, retail, live / work and apartment buildings. The Area is characterized by a variety of Building Types set relatively close to the sidewalk, but also allows a range of building placement options that permit a varied street wall.

**CORRIDOR GENERAL AREA KEY MAP (28TH STREET):**



**CORRIDOR GENERAL AREA KEY MAPS (DIVISION AVE):**  
SECTION 1: ALGER ST. TO 36TH ST. SECTION 2: 36TH ST. TO 50TH ST.

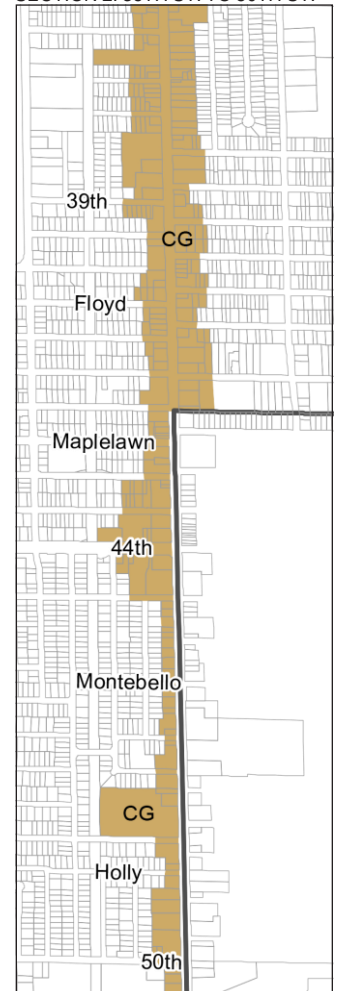
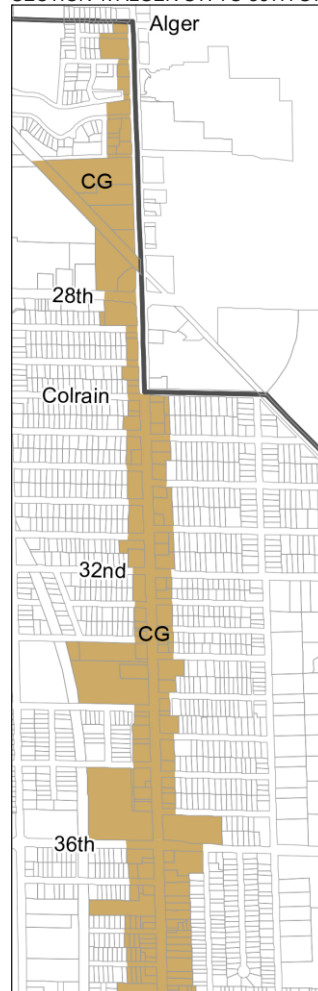


TABLE 90-1408 CORRIDOR GENERAL AREA (CG)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P	P	P	P				P
Any use in retail sales of 20,000 square feet or more	P	P	P						
Apparel shop	P	P	P	P					
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience store			P <sup>D</sup>						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P	P	P					
Bank and financial institution	P\$								
Barbershop	P\$			P	P#				
Beauty shop	P\$			P	P#				
Bowling alley									
Bus transfer station	P								P
Business office	P\$	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Business service establishments	P\$	P <sup>D</sup>	P <sup>D</sup>	P	P#				
Car wash			S <sup>D</sup>						
Clothing services	P	P	P	P					
College or university									P
Commercial greenhouse	P S <sup>D</sup>		S <sup>D</sup>						
Community center	P\$								
Convalescent or nursing homes									
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Department store	P	P	P	P					
Drive-through establishments	S	S	S						
Drugstore	P	P	P	P					
Dry cleaning establishment (per 90-401B (5) (c))		P	P						
Eating and drinking establishments (without drive-through service)	P	P	P		P#				

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

<b>i</b> Introduction	<b>1</b> Title, Purpose & Scope	<b>2</b> Applicability & Procedures	<b>3</b> General Provisions	<b>4</b> Context Areas & Use	<b>5</b> Subdivision & Access	<b>6</b> Building Types
<b>7</b> Private Frontages	<b>8</b> Thoroughfare Guidelines	<b>9</b> Off-Street Parking	<b>10</b> Sign Standards	<b>11</b> FBC Definitions	City of Wyoming Zoning Ordinance	

CONTEXT AREA AND USE STANDARDS : 90-1408 CORRIDOR GENERAL AREA (CG)

TABLE 90-1408 CORRIDOR GENERAL AREA (CG) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop	P	P	P	P					
Funeral homes or mortuaries									
General merchandise store	P	P	P	P					
Grocery	P	P	P	P	P#				
Hardware store, paint and wallpaper	P	P	P	P					
Health and fitness	P\$				P#				
Hotel	P\$								
Indoor skating rink									
Indoor theater	P	P	P						
Medical office	P\$	p <sup>D</sup>	p <sup>D</sup>	P	P#				
Multiple family dwellings	P\$			P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$			P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P	P						
Parking structures									
Photographic studio	P	P	P	P					
Pool hall/billiards									
Printing and publishing	P			P					
Professional office	P\$	p <sup>D</sup>	p <sup>D</sup>	P	P#				
Religious or social service assembly									
Secondhand business	S	S	S						
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P#		P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

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CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR SUB-URBAN AREA (CS)

**90-1409 CORRIDOR SUB-URBAN AREA**

The following standards apply to the Corridor Sub-Urban Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Civic Building

**2.0 Permitted Uses**

- A. Refer to Table 90-1409 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
  - Permitted by right (P)
  - Permitted by right, **on floors two and above (P\$) but not allowed on first floor (P\*)**
  - Permitted by right and only allowed on first floor (P#)
  - Permitted by Special Land Use Permit (S)
  - Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

C.

- Building Height for all buildings:
  - Minimum: Two (2) stories
  - Maximum: Four (4) stories, 60 feet
  - Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CS Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Bowling alley.
- B. ~~Car wash~~ College or university.
- C. Commercial greenhouse.
- D. Community center.
- E. Dance hall/nightclub.
- F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
- G. Indoor skating rink.
- H. Indoor theater.
- I. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- J. Pool hall/billiards.
- K. Secondhand businesses.

**CORRIDOR SUB-URBAN AREA DESCRIPTION:**

Corridor Sub-Urban Area (CS): The Corridor Sub-Urban Area represents a transition area within the development pattern by facilitating building placement that is varied and setback from the street edge and less emphasis on commercial uses. The Area permits flexible retail building placement to encourage a varied street edge and also allows for a variety of residential Building Types.

**CORRIDOR SUB-URBAN AREA KEY MAP (28TH STREET):**



**TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash			S						
Clothing services			P	P					
College or university			S						P S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Dance hall/nightclub			S						
Delicatessen			P	P					
Department store			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR SUB-URBAN AREA (CS)

TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop			P	P					
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Medical office			P	P					
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

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**CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)**

**90-1410 CORRIDOR EDGE AREA**

The following standards apply to the Corridor Edge Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Two-family House
- F. Civic Building

**2.0 Permitted Uses**

A. Refer to Table 90-1410 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right in Division Avenue Form Based Code Area only (P<sup>D</sup>)
- Permitted by right, **on floors two and above (P\$) but not allowed on first floor (P\*)**
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
  - Minimum: No minimum
  - Maximum: Three (3) stories, 45 feet
  - Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales. **Permitted on Division Avenue Corridor only.**
- B. Car wash. **Permitted on Division Avenue Corridor only.**
- C. **College or university.**
- D. Dance hall/nightclub.
- E. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- F. Funeral homes or mortuaries.
- G. Open air business.
- H. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- I. Pool hall/billiards.
- J. Secondhand businesses.
- K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.

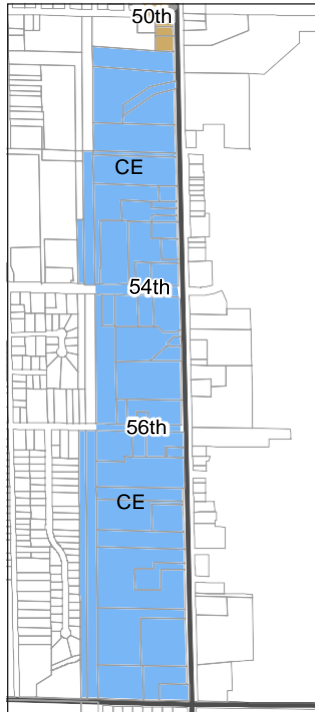
**CORRIDOR EDGE AREA DESCRIPTION:**

Corridor Edge Area (CE): The Corridor Edge Area represents a district which transitions from more urban areas to the existing development pattern of the City. This Area promotes retail and residential uses with building placement that is more consistent with existing City development patterns and includes the flexibility of locating limited parking in the front of retail buildings that front on 28th Street, Division Avenue, and Burton Street.

**CORRIDOR EDGE AREA KEY MAP (28TH STREET):**



**CORRIDOR EDGE AREA KEY MAP (DIVISION AVE): SECTION 1: 50TH ST. TO 60TH ST.**



**CORRIDOR EDGE AREA KEY MAP (BURTON STREET):**



TABLE 90-1410 CORRIDOR EDGE AREA (CE)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more			P						
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store			P <sup>D</sup>						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P <sup>D</sup>						
Automobile sales			S <sup>D</sup>						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P <sup>D</sup>						
Baked goods			P	P					
Bank and financial institution			P						
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P <sup>D</sup>	P					
Business service establishments			P <sup>D</sup>	P					
Car wash			S <sup>D</sup>						
<b>Clothing services</b>			P	P					
College or university			S						P S
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				
Dance hall/nightclub			S						
Delicatessen			P	P					
<b>Department store</b>			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)

TABLE 90-1410 CORRIDOR EDGE AREA (CE) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop			P	P					
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						
Indoor theater			P						
Medical office			P <sup>D</sup>	P					
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			P						
Printing and publishing				P					
Professional office			P <sup>D</sup>	P					
Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Self storage facilities			S <sup>D</sup>						
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

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**CONTEXT AREA AND USE STANDARDS : 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)**

**90-1411 CORRIDOR NEIGHBORHOOD AREA**

The following standards apply to the Corridor Neighborhood Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Rowhouse
- B. Two-family House
- C. Single-family House
- D. Civic Building

**2.0 Permitted Uses**

A. Refer to Table 90-1411 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right, on floors two and above (P\$) but not allowed on first floor (P\*)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
  - Minimum: No minimum
  - Maximum: Two (2) stories, 35 feet

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CN Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Community center.
- B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

**CORRIDOR NEIGHBORHOOD AREA DESCRIPTION:**

Corridor Neighborhood District (CN): The Corridor Neighborhood District is a residential district that allows rowhouses, two-family and single-family homes. It is intended to address redevelopment opportunities that are consistent with existing adjacent single-family residential neighborhoods.

**CORRIDOR NEIGHBORHOOD AREA KEY MAP (28TH STREET):**



**CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 1: BURLINGAME AVE TO MARTINDALE AVE**



**CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 2: HUIZEN AVE TO CLYDE PARK AVE**



TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses						P	P	P	P
Any use in retail sales of 20,000 square feet or more									
Apparel shop									
Art, including art work, art supplies and framing materials									
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods									
Bank and financial institution									
Barbershop									
Beauty shop									
Bowling alley									
Bus transfer station									
Business office									
Business service establishments									
Car wash									
<b>Clothing services</b>									
College or university									
Commercial greenhouse									
Community center									S
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen									
<b>Department store</b>									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)

**TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN) (CONTINUED)**

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop									
Funeral homes or mortuaries									
General merchandise store									
Grocery									
Hardware store, paint and wallpaper									
Health and fitness									
Hotel									
Indoor skating rink									
Indoor theater									
Medical office									
Multiple family dwellings									
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									S
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment									
Parking structures									
Photographic studio									
Pool hall/billiards									
Printing and publishing									
Professional office									
Religious or social service assembly									P
Secondhand business									
Self-service laundry and dry cleaning									
Single-family detached dwelling								P	
State licensed residential facility								P	
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.



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AGENDA ITEM NO. 6

**Request to amend Form Based Code Article 11, Division 4, Context Areas and Uses (Wyoming Planning)**

Hofert presented some general background information. The Planning Commission and City Council approved the city's master plan, Wyoming [re]Imagined, in early 2021. Recently, staff has begun a review of the city's zoning codes alignment with the vision identified in the plan. Specifically, a review of the 28th Street corridor has been started, which will analyze the compatibility of the 28th Street Special Area Plan vision and the master plan's goals, vision and implementation steps with the city's Form Based Code (which governs the area identified in the 28th Street Special Area Plan).

Hofert shared that as a first step to the zoning code alignment process, staff has reviewed Division 4 of the Form Based Code to confirm that the permitted uses and dimensional requirements are consistent with and supportive of the vision identified. Staff has recommended revisions which support the 28<sup>th</sup> Street sub area plan objectives while also ensuring that the revisions are compatible with the city's other two form-based code areas (Division Avenue and Burton Street). Revision's included prioritizing uses that support a pedestrian environment and minimizing uses which are heavily automobile oriented. Additionally, staff is proposing removing restrictions from some uses, namely those restrictions which limit a use to floors two and above, to encourage and foster greater investment and interest in new projects. Through this process, staff also performed general clean up of the division.

Hofert went through the proposed changes with the Commissioners, explaining the rationale for each.

Hofert said that the Development Review Team recommends that Planning Commission adopt the recommended *Article 11, Division 4* text amendments and recommend the same to Council.

DeLange opened the public comment at 8:14pm. There was no public comment and the public hearing was closed.

DeLange asked about the elimination of the clothing services and department store category and if those categories would fall under another existing category.

Hofert stated that those categories would fall under the retail category.

A motion was made by Arnoys, supported by Micele, to adopt the recommended *Article 11, Division 4* text amendments and recommend the same to Council.

A vote on the motion passed unanimously.