

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 1, 2021, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Beryl Galer, 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 October 18, 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 Receive Comment on the Proposed Vacation of an Alley Located South of Farnham Street, West of Division Avenue South
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
Letters from Resident Charlene M. Durkee
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
21-17 Acceptance of a Temporary Permit for 54th Street Meijer Access Drive
(Southwest Dining, Inc.)
- 13) Budget Amendments**
 - a) Budget Amendment No. 40 – To Appropriate an Additional \$455.18 of Budgetary Authority for the Community Development Block Grant Related to Credits Received and Other Adjustments to Match the Grant Funding Years

14) Consent Agenda

- a) Of Sympathy to the Family of Jim Ward

15) Resolutions

- b) To Vacate the Alley South of Farnham Street and West of Division Avenue Adjacent to 4445 Division Avenue S.
- c) To Approve a Revised Overall Development Plan for Metro Health Village Districts B, C, D and E

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

- d) To Authorize the Mayor and City Clerk to Execute a Special Trunkline Maintenance Permit with the Michigan Department of Transportation to Break Limited Access Right-of-Way as Part of the 54th Street Meijer Access Drive Project
- e) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of 28th Street (M-11) from the West City Limit to US-131 Freeway
- f) To Accept an Agreement with the Kent County Road Commission to Pay the City of Wyoming to Perform Winter Maintenance Activities and to Authorize the City Manager to Execute the Agreement
- g) To Accept Proposals for Installation and Replacement of Security Access Door Card Readers and Associated Door Hardware and to Authorize the Mayor and City Clerk to Execute the Contracts
- h) To Accept Amendment Number 2 from Black & Veatch Ltd of Michigan to Amend the Scope of Services for the Ultraviolet Disinfection Project
- i) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Automotive Body Repairs

17) Ordinances

- 23-21 To Amend Chapter 2, Article III of the Code of Ordinances to Add Division 6 to Provide for Board of Review Membership and Action in Accordance with State Law (Final Reading)
- 24-21 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (131) to Rezone 5340 Clyde Park Ave SW and 777 54th Street SW from B-1 to B-2 (Final Reading)
- 25-21 To Amend Chapter 2, Article III, Division 4, Section 2-200 of the Code of Ordinances Establishing and Providing for the Authority and Duties of the Planning Commission (Final Reading)
- 26-21 To Amend Chapter 90 of the Code of Ordinances by Amending Article 11, Division 4, Section 90-1410 (4.0) and Table 90-1410 (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

Wyoming City Council,

Would you read the messages I numbered one thru 10, I presented in a formal court hearing, I had to go thru because Mr. Lew Manley, whos helping Molly B well to keep her 6' high fence in the alley. By forcing me to remove or relocate my chain link fence, thats been there for 71 years.

Mollys attorney made me feel somethings very wrong, when he said, what Mr. Rupert said was wrong, their changing property borders all the time.

And I could take them to small claims court.

I never agreed to the city vacating the alley. As Molly could then relocate a gate across the Farnham Street entrance and a south end fence across the alley.

Making it impossible for me to maintain my side and the Farnham Street roadside.

As I have a cart full of tools to weed, mow and trim with. Molly's locked gate and fence would cut all access and space I need off. And make me a subject under Molly's rule, like she has the antique shop owners.

After losing their 3' access and flat roof drainage system to her, claiming to own into their building.

She'd be back making this big space her entertaining area. My back yard gate and 2 stall garage would open out into.

I'm 81 years old, living on social security. Removing or relocating my fence would bankrupt me, and have to join the homeless.

I'm so gratefull the judge read my 10 messages before his judgement.

My new neighbor knows very little of whats going on.

Charlene M. Durkee

10.07.21

I lived with the conditions of the alley for 15 years and been robbed, and I find living with it was better than the imprisoned, non functioning conditions of a locked 6' high wood gate across the Farnham Street entrance, up against my chain link fence and her buildings N.W. corner.

A 6' high fence up against the antique shops N.W. corner, across the alley up against my chain link fence, cutting me off from the rest of my chain link fence to have repairs made. My back yard gate and 2 stall garage would be opening up onto Molly's huge entertainment enclosure, I want no part of.

Having to go to her buildings entrances to find someone to open the gate for me to get out or in, to drive my vehicle or do maintenance work along Farnham Street, and along my fence, I hope will still be grass, not concrete. 10.11.21

Charlene M. Durkee

Director of Planning and
Economic Development.

Nicole Hofert,

I hope my residence will
remain a residence. If the
alley driveway is eliminated
only one vehicle could be
parked in it. As a work
bench is on the N. W. corner.

Being able to drive to both
Wilshire Ave. and Farnham
Street, gives vehicle in S. W.
stall to get in and out of
this very busy corner better.

If a repair were needed
a vehicle could reach both
vehicles in garage from
Farnham Street.

The portion of alley
driveway my 2 stall garage
opens out onto is needed.

Charlene M. Durkee

4448 Wilshire Ave. S.W.

Wyoming MI. 49548

9-07-21

Would you have this presented at hearing.

I hope all the council members will read all this, discuss it, and check it all out before their Nov. 1 public hearing.

I'll be there.

Charlene M. Durfee

Mon. 10-11-2021

Farnham Street and
S. Division Ave Alley

I'm very unhappy to think, after 15 years of the maintenance of it I wind up with a locked gate up against my chain link fence. I'd have to go out my front entrance Wilshire to Farnham Street to Mollys front entrances to find someone to let me in or out of her gate.

A 6' high un-moveable wood fence, coming out from the antique shops NW-corner, up against my chain link fence, would make having repairs made to my fence impossible.

I would find myself going out my back yard gate or my garage stalls into Mollys entertainment area, with an all cement covered ground, tables likely along my fence.

So my being able to go freely to or from Farnham Street seems very unlikely to drive or do maintenance work.

Charlene M. Durkee

Molly Duell from California purchased the commercial building behind my home on alley of Farnham Street and S. Divison Ave.

I met her in 2019 before she had a survey done in Oct. 2019 of the alley. She learned what was going on there, and what maintenance was like for me there. This appears to have led to her efforts to protect her property and avoid the maintenance of it.

She wanted gates installed to keep the public out. Once learning she's the only one who could afford them, led to keeping the antique shop owners and I in the dark, of what she was doing.

Wood gates and fencing 6' high was installed. Across the alley entrance of Farnham St. and fence across alley from N.W. corner of antique shop to up against my chain link fence on W. side of alley.

The S.E. corner of her building to the N.E. corner of antique shop.

I learned from Mr. Rupert, the city building inspection supervisor, it was illegal to block the alley, and Molly didn't need a permit to install gates and fences.

An inspector was sent, Mr. Manley. The removal of the gate and fence from the alley left cemented in, sawed off wood fence post stumps. A hazard to mowing and driving in alley.

The antique shop owners were surprised to learn they lost the 3' access to their antique shops N. side. As Molly found a way to claim ownership into their building so she had an excavator, excavate the S. side of her building, the N. side of the antique shop, and the portion of the driveway in the alley, running alongside her buildings 3' access, from her buildings N.W. corner to its S.W. corner. Right across from my 2 stall garage, that has 2 doors opening out to the alley driveway, I can drive to Farnham Street from. My chain link fence top rail took quite a blow from the excavator's riding scoop machine, while transferring

the antique shops stones, of their flat roofs drainage system, to the alley driveway along Mollys 3' access line. Then tossed the rubberized fabric the stones were on into a dumpster.

My chain link fence top rail now needs a chain link installer to put rail back into its cup like holder, and 4 to 5 wires to reconnect the fence chain links to it.

Molly asked for permission to have fence and gates installed after learning it was illegal to block the alley. Mr. Rupert said the inspector approved her request without knowing where she was going to locate them. The inspector was Mr. Manly.

Molly made another attempt to install an enclosure in the alley. She sent me a letter offering to get us all an extra 2' into the alley, she'd take care of the costs. It was up to the City planning dept. to approve. We needed to vote our choice.

If one of us votes no, offer is off. She would require my fence hedge and vines removal.

I had Mr. Rupert read the letter, I voted no, gave it to Mr. Rupert to deliver to Planning Dept. Mr. Rupert told me, my fence wouldn't be removed as it was there longer than 15 years.

At time Molly was mailing her letter to me, Mr. Manley was sending a city notice to the antique shop owners. Requesting they prove they had a 3' access in their purchase papers, and quit a list of repairs they must have had done in a 15 day time frame.

Oct. 2020 Molly installed the current enclosure. Mr. Rupert again told me I wouldn't have to move my fence, when I told him of the installation going on in the second day of its 3 day installation. In Molly's letter I had Mr. Rupert read, she indicated she'd be installing a fence in the alley, the full length of her property.

Once I cut my hedge back to the fence, the space from my fence to Molly's entrance of enclosure is 9'. Her buildings N.W. corner protrudes into her access of 3', 2' 8 1/2'. Her 6' high wood fence is about

3" from being on her 3'-access line the alley driveway was running alongside of.

Her survey drawing shows her buildings N.W. corner protruding 2.9' into the 3' access and the S.W. corner going 3.9' away from the 3' access. A one foot difference

My 2nd plot fence is 10' 7" from Mollys fence. Her buildings SW corner is here. My garage is here.

Mollys S. end of enclosure coming out of antique shops NW corner, is 4' 8 1/2". Two feet wider than entrance of enclosure.

Her survey drawing makes antique shop look like it has more than a 3' access.

My fence is 10' 5" to the enclosure 4' 8 1/2" corner.

My 2nd plots SW end fence post is 15' 1 1/2" to antique shop building. 10 and 1/2" short of 16' survey was

trying to establish for a 10' wide alley with 3' accesses on each side of it.

Theres a telephone pole with an electric unit next to it in what would be my 3' access, that go to the antique shop.

If the city hires workers to remove my fence, as Mr. Manley appears to be trying to do, so Molly's enclosure may remain in the alley.

I'll have to sue Mr. Manley, Mr. Rupert and Molly for damages, as the dimensions of my 2 plots would be changed. I'll be open to all the publics been doing in the alley, the bill that's likely to be sent to me would be way beyond what I could pay. And be the start of my losing everything.

This is unfair, like what they've done to the antique shop owners.

Charlene M. Durkee
4448 Wilkshire Ave SW
Wyoming MI. 49548

616 534 2230

2

Boundary with Improvements Survey for:
Molly Buell
4445 S. Division Ave.
Wyoming, MI 49548

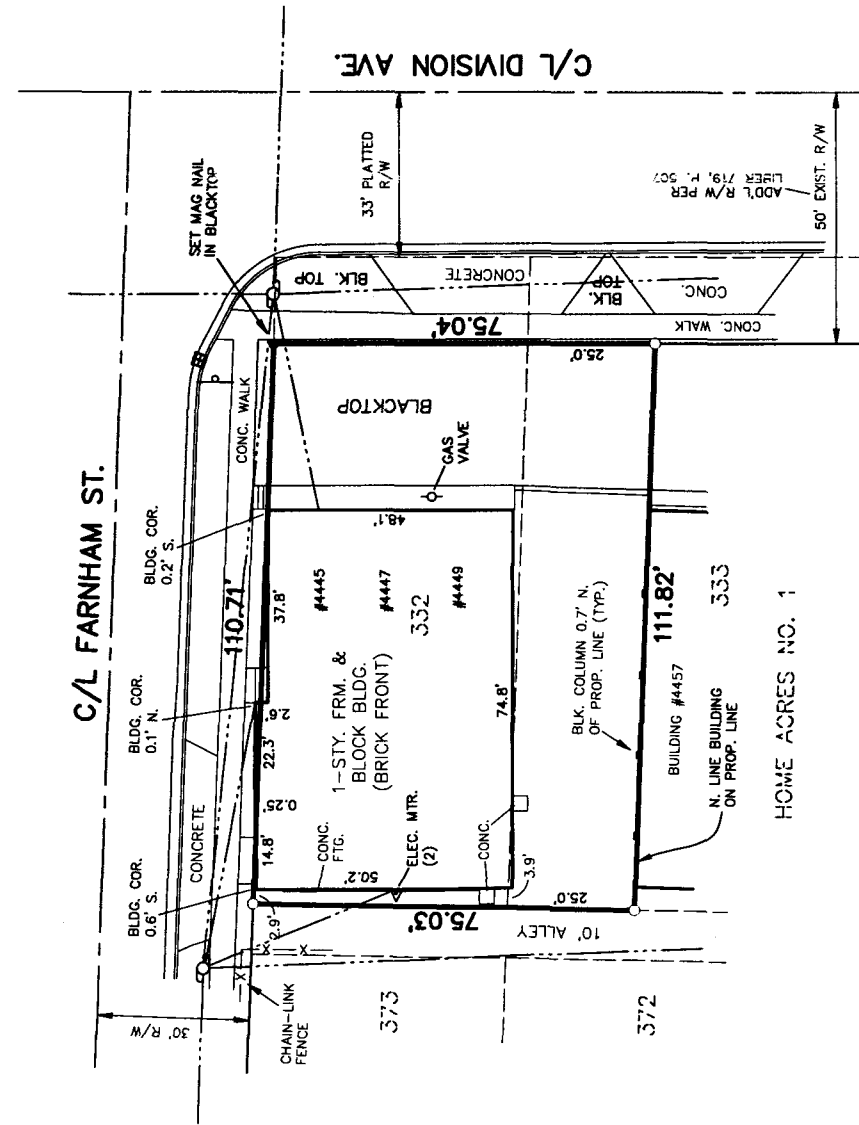
Re: 4445 S. Division Ave.

Lot 332 and 333, Except the East 17 feet and Except the South 25 feet of Lot 333, Home Acres No. 1, Kent County, Michigan, according to the recorded plat thereof in Liber 29 of Plats, Page 1, Kent County Records.

SCALE: 1" = 30'

LEGEND

- = IRON STAKE FOUND
- = IRON STAKE SET
- ⊕ = UTILITY POLE
- = SIGN
- ⊞ = CATCH BASIN
- = OVERHEAD WIRES



exxelengineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

FILE NO.: S191890 DATE: 10/08/2019

3

PREVER
947900917122050



GRAND RAPIDS MI 493
5 OCT 2020 PM 4 L

Wed. 10/07/2020

Molly Buell
4449 Division Ave S
Wyoming MI 49548

Challene
4448 Wilkshire Ave S. W.
Grand Rapids MI 49548



49548-411748

September 23, 2020

Property Owner(s):

4458 Wilkshire Ave SW
Grand Rapids, MI 49548

4448 Wilkshire Ave SW
Grand Rapids, MI 49548

4457 Division Ave S
Grand Rapids, MI 49548

Dear Neighbor(s):

My name is Molly Buell, property owner of 4445-4447-4449 Division Ave S, Grand Rapids, MI 49548.

The intent of this letter is to offer you potential land ownership of the abandoned "City Fire Alley" that borders each of our properties. There will be no cost to you whatsoever, if you are in agreement with taking possession of this land. I will be incurring all the costs associated with the "Petition for Quest to Vacate" the Abandoned City Fire Alley.

The "Petition for Quest to Vacate" will be filed with the City of Wyoming Engineering Department. Wyoming City Council will have final approval for the "quest to vacate", and the process could take approximately six to eight months. If the City Council approves the "quest to vacate", each of us will be deeded a couple extra feet of land. If the City Council does NOT approve the petition, no one will be granted land ownership.

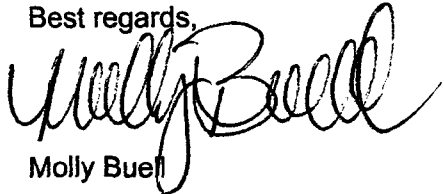
The City of Wyoming does not and will not maintain this abandoned fire alley. It is each of our responsibility to maintain this alley whether we own it or not. Code enforcement stated each one of us could be and would be served violation notices for abatement, grass cutting, trash removal and anything else they deem necessary at are expense to maintain a well kempt alley way.

If the four property owners are not in 100% agreement with me filing this petition for everyone to benefit. The petition will not move forward and the matter will be closed. I will remove my gates and 4448 Wilkshire Ave SW will remove shrubbery, flowering vines and the chain link fencing 2.5 feet that are currently encroaching the fire alley.

If this request is not agreeable to all four property owners' and or the City Council denies the petition. Be advised I will install a privacy fence the entire length of my property in the fire alley in an effort to protect my investment with keeping the criminal element from further access and prevent the continued vandalism of my property.

If you would like to discuss the matter further or have questions you may speak with the City of Wyoming Planning department and ask for Nicole.

Best regards,



Molly Buel
Property Owner
4445-4447-4449 Division Ave S
Wyoming MI 49548

Yes

No

Check Mark your answer in the appropriate box above.

Charlene M. Durkee CHARLENE M DURKEE
Property Owner(s) Signature Print Name Date 10/08/2020

Property Owner(s) Signature Print Name Date

Property Owner Address

RETURN THIS PAGE TO:
City of Wyoming Planning Department
Attn: Nicole
1155 28th St SW, Wyoming, MI 49509

City of **Wyoming** Michigan

Building Inspections | 1155 28th St SW, Wyoming, MI 49509
616.530.7285 | Fax 616.249.3484 | wyomingmi.gov

10/7/2020

LY, VAN TU & VO, QUOC PHU
Or Occupant
1615 MILLBROOK ST
GRAND RAPIDS MI 49508

antique shop owners learned verbally they had to prove they had a 3' access in their purchase papers of building 10 years ago.

RE: NOTICE OF CODE VIOLATION - 4457 S DIVISION AVE

attorney and surveyor required.

On the basis of a complaint, a recent inspection at the above captioned address indicated that this property is not in total compliance with the City of Wyoming's building code, zoning code, property maintenance code or the code ordinances. A copy of that portion of the code pertaining to this violation is enclosed for your convenience. The specific violation(s) listed below requires corrective actions to be taken.

ROOFS AND DRAINAGE. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance

INSPECTOR COMMENTS: Roof drains shall not discharge onto another property.

PROTECTIVE TREATMENT. All exterior surfaces including doors, frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition and protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

INSPECTOR COMMENTS: Scrape all peeling paint from building and repaint.

STRUCTURAL MEMBERS. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

INSPECTOR COMMENTS: Replace soffit on back overhang.

Fifteen (15) days should be sufficient time to correct these violations. The City anticipates your cooperation in resolving these matters however we must also advise of penalties for non-compliance. Failure to comply with the code requirements leaves no alternative but to initiate further action including but not limited to: the City removing the violation (s) and billing you at cost plus 100% through a tax lien; issuing a municipal civil infraction ticket for which penalties shall be \$85.00 for the first offense, \$260.00 for the second offense and \$510.00 for the third offense provided the second and third offense are committed within twelve (12) calendar months of each other.

If you have any questions regarding the contents of this letter, please call me at 530-7 during normal business hours.



This is the only notice you will receive prior to the City issuing a ticket or the City removing the violation (s).

CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Side Yard Access to Perform Building Repairs

From: Molly [

To:

Date: Monday, October 26, 2020 06:13 PM EDT

Hello Van Ly,
I wanted to follow up with you since we last spoke.

I've discussed the matter with my attorneys and they have advised me to NOT provide keys, codes or any lockboxes for you to freely gain access to the property.

When you need access to the side yard to complete building repairs you will need to contact me via phone call, text or email. And I will have someone open the gate to let you in to complete the work on your building. When the shop opens and is staffed with full-time employees you will be able to ask a staff member to open the gate to allow you access.

I will have a waiver that will need to be signed prior to anyone entering the property to eliminate any liability on me, my businesses, & insurer for personal injury, property damage or losses they may encounter. This is not personal; it's strictly a business decision where my legal team is looking out for my best interest.

Also, keep in mind when the shop opens and the weather turns nice my side yard will be used on a regular basis with company hosted events. My events will take precedence over your building repairs. When the government lifts Covid-19 restrictions I will have a calendar of events that I will provide you and will be accessible on my company's website as well.

If you have questions or require additional information please let me know.

Best,
Molly Buell
Building Owner
4445-4447-4449 Division Ave S

5
Wyoming City Planning,

Would you please give Molly Buell a deadline to relocate her wood fence, from the middle of the alleys driveway space. And give the antique shop back the three foot access their building had. Before Molly had the soil scraped down along their buildings north side, found the metal marker nail, moved it, and tarred over it, taking their access away.

Molly gives me the feeling she just bought a building to fix up in a hurry, to sell for a profit. With the tricks she's so boldly been pulling on us this year.

When she leaves we'll have nothing but big problems we never had before! And the new owner after her won't be at fault for them.

Farnham street, and south Division Ave. alley.

Charlene Durkee, one of two residence on the alley, with a two stall garage

I hope to be able to drive my van out
from, onto alley driveway, and out to
Farnham street again.

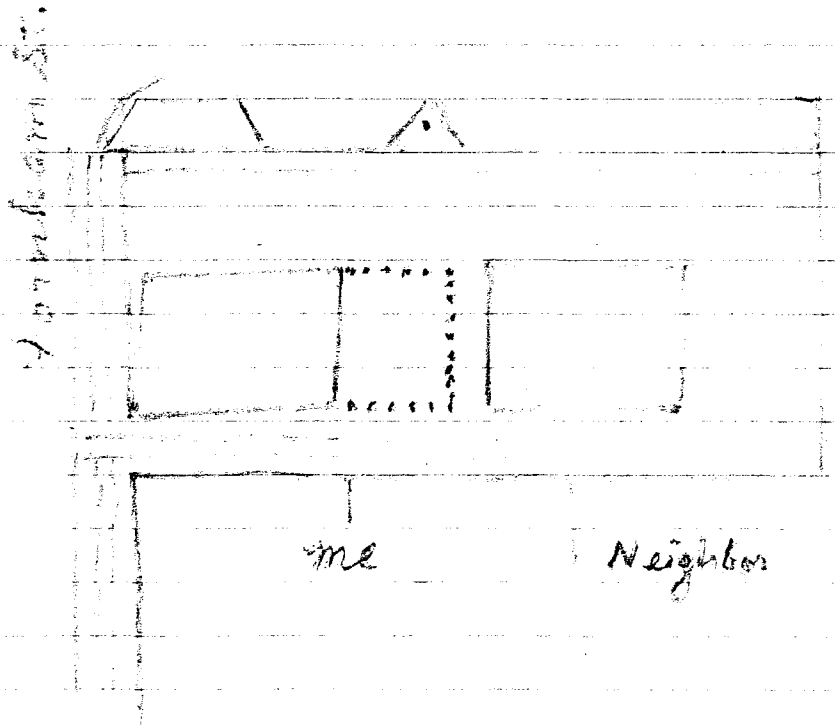
Charlene M. Durkee
4448 Wilkshire Ave. S.W.
Wyoming MI. 49548-4117

Phone: 616 534-2230
a rotary dial phone I'm
unable to get thru to you
with.

Thur. 11.19.2020

- We need our driveway back.
- The antique shop needs an access to the N. side of their building to keep in good repair and wash the windows.

S. Division Ave.



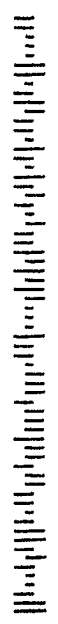


Sat. 12.12.2020

Building Inspection Department
1155 28th St SW, Box 905 Wyoming, MI 49509-0905

*This followed my request of
Planning Dept. on Monday
resulted in,*

KMHP-SHP 49848



12/10/2020

DURKEE, CHARLENE
Or Occupant
4448 WILKSHIRE AVE SW
WYOMING MI 49548

RE: NOTICE OF CODE VIOLATION - 4448 WILKSHIRE AVE SW

On the basis of a complaint, a recent inspection at the above captioned address indicated that this property is not in total compliance with the City of Wyoming's building code, zoning code, property maintenance code or the code ordinances. A copy of that portion of the code pertaining to this violation is enclosed for your convenience. The specific violation(s) listed below requires corrective actions to be taken.

Sec 70-37 Sec 70-37 - Damage and obstruction.

(a) No person shall make any excavation in, or cause any damage, to any street within the city except under the conditions and in the manner permitted in this chapter.

(b) No person shall park, place or allow any article, thing or obstruction in any street (public right-of-way), except under the conditions and in the manner permitted in this article. This section shall not be deemed to prohibit the following: *Trash bin up against curb like others on my end of Wilkshire are on trash haul day.*

(1) The lawful parking of land motor vehicles (except snowmobiles) within that part of the street which has been reserved for vehicular traffic; *On Mollys cameras will show brief moments in front of her building, and by alley entrance. Both parking areas.*

(2) The temporary storage of trash and garbage in proper receptacles preparatory for pickup thereof; and *I have one trash bin by house back door they go. filled bags of yrd. debris I take to city dump to empty and reuse.*

(3) The parking, placing or allowing of objects within the street right-of-way in conformance with this chapter. *My fence was installed 71 years ago for my parents.*

The city may remove any object which is parked, placed or allowed in the street right-of-way in violation of this section, and the expense of such removal shall be charged to the person responsible therefor. *Mr. K. Rupert, city building inspection dept. supervisor told me; my fence would not be moved, as its been there longer*

INSPECTOR COMMENTS: Fence must be moved to property line or removed *Than 15 yrs.*

Fifteen (15) days should be sufficient time to correct these violations. The City anticipates your cooperation in resolving these matters however we must also advise of penalties for non-compliance. Failure to comply with the code requirements leaves no alternative but to take further action including but not limited to: the City removing the violation (s) and billing cost plus 100% through a tax lien; issuing a municipal civil infraction ticket for which penalty shall be \$85.00 for the first offense, \$260.00 for the second offense and \$510.00 for the third offense provided the second and third offense are committed within twelve (12) calendar months of each other.

CITY COUNCIL

Sheldon DeKryger Dan Burrill Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor



If you have any questions regarding the contents of this letter, please call me at 530-7285 during normal business hours.

This is the only notice you will receive prior to the City issuing a ticket or the City removing the violation (s).

Sincerely,

CITY OF WYOMING
LEW MANLEY
Building Inspection Department

7 .

Wyoming City
Inspection Dept.
Supervisor
Mr. Rupert

Questions for
Lew Manley,

What made you think I did
any excavating?

Why did you just assume the
plastic yard debris filled
bags lined up alongside
my house, must be filled
with garbage and trash,
waiting for a trash trailer?

What made you think I
caused damage to anything?

Why would you see my parents
chain link fence, that's been
running along the alleys west
side for 70 years without being
an obstacle, and Molly Buell's
wood fence, installed down
the middle of the alley drive-
way, in October of 2020, not an
obstacle?

Molly's surveillance camera can
show you, my van was parked
briefly while I looked in a
window.

I would think any city
inspector who doesn't research
everything thoroughly first,
and would let assumptions decide
things, would lose his
credibility fast, as a news
reporter I would with the public.
Facts are very important!!!

Charlene M. Durkee

Mr. Manley,

I get the feeling you must be
a young new inspector. Who'd be
on his way to becoming one
terrific inspector, if he'd sit down,
and list all the things he should
have and could have done.

Your experience in this alleys
problems, if you allow yourself
to learn from it, can be a great
start.

Her complete disregard for the harm she's doing to the antique shop owners and me, has let us know how selfish, untrustworthy, and uncaring she can be.

So I'm hoping, you and your department can find a really good solution, to the big mess this has become.

Charlene M. Durkee
4448 Wilkshire Ave SW
Wyoming MI. 49548

Phone: 616 534-2230
(an old land line,
rotary dial phone,
that doesn't get thru
your answering
service).

South Division Ave. and
Farnham St. alley.

Results of Molly Buells complaint
need to be overturned.

Tuesday 4.06.2021

8

before 2:17. Wed 5/19



INSPECTIONS DEPARTMENT

Address 4448 Wilkshire

OUR REPRESENTATIVE CALLED FOR THE FOLLOWING INSPECTION

Fence on City Property MUST move

Please contact us at 616-261-3522

to arrange a convenient time to complete an inspection.

Respectfully Yours,

Lew Manley
CODE OFFICIAL

Wed.
5/12



INSPECTIONS DEPARTMENT

Address 4448 Wilkshire

OUR REPRESENTATIVE CALLED FOR THE FOLLOWING INSPECTION

Fence on City of Wyoming Property

Please contact us at 616-261-3522

to arrange a convenient time to complete an inspection.

Respectfully Yours,

Lew Manley
CODE OFFICIAL



INSPECTIONS DEPARTMENT

Address 4448 Wilkshire

OUR REPRESENTATIVE CALLED FOR THE FOLLOWING INSPECTION

Legal action will be taken at next inspection for fence on City Row

Please contact us at 616-261-3522 to arrange a convenient time to complete an inspection.

Tue 6-29-2021

Respectfully Yours,

Lew Manley
CODE OFFICIAL

C.I. MIS. JUV. State of Michigan Uniform Law Citation Incident No. MC 07092 Dept. No. Victim Involved

The People of the State of Michigan Township City Village County Local Use/Arrest No. 70-376 Offense Code 70-376

OF: WYOMING BAC of

THE UNDERSIGNED SAYS THAT ON: 07/13/21 At approximately A.M. P.M. Date Month Day Year

State Driver's License Number Social Security No.

Race Sex Height Weight Hair Eyes Occupation/Employer

Name (First, Middle, Last) Charlene Durkee

Street 4448 Wilshire Ave S.W.

City Wyoming State MI Zip Code 49548

Vehicle Plate No. Year State Vehicle Description (Year, Make, Color) Type

THE PERSON NAMED ABOVE, in violation of § 70-376

Local Ordinance State Law Administrative Rule UPON

AT OR NEAR 4448 Wilshire Ave S.W.

WITHIN CITY VILLAGE TOWNSHIP OF WYOMING

COUNTY OF KENT DID THE FOLLOWING:

Nuisance Ordinance Building Code Speeding MPH in a MPH Zone (formerly MPH Zone)

Licenses Ordinance Plumbing Code Electrical Code Disobey Traffic Signal

Zoning Ordinance Mechanical Code Disobey Stop Sign

Sign, Lighting & Display Ordinance Defective Equipment No Operator's License in Possession

Animal & Fowl Ordinance Other

Describe/Remarks: Force on City of Wyoming Row

1st Ticket

CHECK IF APPROPRIATE Damage to Property Local Court Bond \$ Vehicle Impounded Injury License Posted in Lieu of Bond Traffic Crash Death Appearance Certificate Person in Active Military Service Yes No None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS.

Appearance Date on or before Hearing Date (if applicable) on Contact Court Juvenile Traffic Misd. (Court will notify) Formal Hearing Required (Court will Notify)

In the 62 A DISTRICT Court of WYOMING

Court Address & Phone Number 2650 DeHOOP AVE, S. W., WYOMING, MI 49509 (616) 530-7365

I personally served a copy of the complaint upon the defendant. I served a copy of the complaint upon the owner/occupant by posting and by sending a copy to the owner by first class mail at the last known address. I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable [Signature] Month 07 Day 13 Year 2021

Officer's Name (printed) Lewis Mantley Officer's ID No. 6156

Agency ORI MI-41834 Agency Name CITY OF WYOMING

Violation for Which Court May Waive Fine/Costs: Correct the violation. Present the citation to any law enforcement officer to certify the correction. Mail or bring the citation to the court clerk at the address shown above before your appearance or hearing date. OFFICER CERTIFICATION I certify that the violation described above has been corrected. Officer's Signature [Signature] Officer's ID No. 6156 Date 07/13/21

Agency ORI MI-41834 Agency Name CITY OF WYOMING

UC-01b (rev. 11/85) CIVIL INFRACTION COPY

7/13/21

C.I. MIS. JUV. State of Michigan Uniform Law Citation Incident No. MC 07092 Dept. No. Victim Involved

The People of the State of Michigan Township City Village County Local Use/Arrest No. 70-376 Offense Code 70-376

OF: WYOMING BAC of

THE UNDERSIGNED SAYS THAT ON: 07/13/2021 At approximately A.M. P.M. Date Month Day Year

State Driver's License Number Social Security No.

Race Sex Height Weight Hair Eyes Occupation/Employer

Name (First, Middle, Last) Charlene Durkee

Street 4448 Wilshire Ave S.W.

City Wyoming State MI Zip Code 49548

Vehicle Plate No. Year State Vehicle Description (Year, Make, Color) Type

THE PERSON NAMED ABOVE, in violation of § 70-376

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Complainant's Signature and receipt if applicable [Signature] Month 07 Day 13 Year 2021

Officer's Name (printed) Lewis Mantley Officer's ID No. 6156

Agency ORI MI-41834 Agency Name CITY OF WYOMING

Violation for Which Court May Waive Fine/Costs: Correct the violation. Present the citation to any law enforcement officer to certify the correction. Mail or bring the citation to the court clerk at the address shown above before your appearance or hearing date. OFFICER CERTIFICATION I certify that the violation described above has been corrected. Officer's Signature [Signature] Officer's ID No. 6156 Date 7/17/21

Agency ORI MI-41834 Agency Name CITY OF WYOMING

UC-01b (rev. 11/85) MISDEMEANOR COPY

7/17/21

a

Only solution to
this is:

Molly returns the 3' access to the antique shop owners. Replace the rubberized fabric and return their stones.

Molly has a chain link fence installer put my fence top rail back into its cup like holder, and 4 to 5 wires reconnect the chain links to it.

Molly remove her enclosure from the alley, and have it coming out from her buildings S.W. and S.E. corners, to 3' from the antique shop.

Molly have a wood fence installer remove all cemented in, sawed off, wood fence post stumps from the alley, and all holes filled with soil.

The alleys driveway to continue to run alongside the E. sides 3' access line.

Allow my fence as is, to stay where it is.

10

my alley maintenance:

weed, mow, rake and bag leaves. my neighbors maple trees fill alley with in fall. Trim hedge and vines.

This alley is popular with the homeless.

When someone needs to relieve themselves in a hurry they use the alley.

Kids leave stolen bikes here.

lots of heavy smoking done here.

people using needles, drinking liquor from small bottles, eating fast food meals, leaving left over food and food containers.

lots of miscellaneous type papers, food packaging, shopping bags.

Questions for the
Wyoming City Council

- Is it possible Molly would be required to relocate her 6' high wood fence out of the alley.

Delivered
Mon. 10.18.21

Charlene M. Durkee

Nov. 01 2021

Questions for the Wyoming City Council

- Is it possible Molly would be required to relocate her 6' high wood fence out of the alley.
- Give the antique shop owners back their 3' access along their buildings N. side, and their flat roofs drainage system.
- Have a driveway the full length of the alley, alongside the 3' access it was before, of the commercial buildings.

So we can all have the best chance to live in peace with each other from now on.

Charlene M. Durkee

Nov. 01 2021

Mr. Rupert,

It appears Molly Buell is connected to both the need for me to have mowed the roadside and my yard in 5 days. And the alley brush pile removal, no notice sent telling me to clean up in a few days, just a bill for 285.00 sent by city. The picture I received in the formal court hearing Mr. Manley was forcing me to remove or relocate my chain link fence. Was taken after the clean up I had done following the brush pile removal. I will not be paying this bill either.

The picture looks so cleaned up because I cut the hedge new growth back to fence, weeded what looked like a lot of small trees growing, hand trimmed the grass, bagged small size brush left, raked and bagged debris up. Took bags of debris to dump from it.

Charlene M. Durkee 10-18-21

May, June mowing
June 10 service claim

- Thur. 5/13 mower wouldn't start - took it to Ace Hardware's mower maintenance dept - was part of list with 25 day deadline of Sunday 6/6. Monday 5/17 I sent letter to you of this.
- Tue. 6/01 I rec'd your notice to mow. Thur 6/03 I picked my mower up. Frid. 6/04 I mowed the N. and W. roadside, then kept front gate closed and padlocked until I mowed all my yard grass.
- Thur. 6/10 the service you sent if I didn't complete my mowing in 5 days. They drove up to my driveways front entrance, the front gate was still closed and padlocked. No one got out of the truck, I could see the driver making phone calls, I wasn't answering my phone. The only equipment they had was a very large riding mower. They left and appears to have come back to take pictures, and claim to have done weed control. I refuse to pay this fraudulent claim, Thur. 10/14, \$199.86 my closed gate in picture.

Thur. 8/19/2021

formal court hearing

Mr. Manley requested, as I was to pay a \$85.00 fine.

He's forcing me to remove or relocate my chain link fence. That would bankrupt me, and I'd be joining the homeless.

The judge decided I was to be given the 2 feet in the alley.

The picture Molly's attorney gave me of the alley entrance showed a picture that was taken after I had cleaned it up after someone removed the brush pile that was alongside my fence. Wed. 10/13 I rec'd a bill from your office for \$285.00, for a notice sent Tue. 9/14, one week before the city's hearing to vacate the alley Tue. 9/21.

I haven't been able to find this notice and I don't remember such a notice asking me to take care of yard waste behind a letter F, must be fence. I've been surprised to see my brush pile gone. The court hearing picture, Molly was complaining. Tue. 9/14, only letter I rec'd 9/16 was bill for 6/10 fraud.

May I have a copy of the pictures taken of the work, claim by service on 6/10.

Removal of alley brush pile from alongside my fence in Farnham Street entrance. Plus a copy of notice that was to have been sent 9/14 and I didn't receive. I rec'd a bill for 285.00 on 10/13/2021.

Due 11/06, service date 9/14, invoice date 10/07 to remove yard waste from behind F. (F meaning fence?)

Charlene M. Durkee

10.18.21

The alley entrance brush pile formed from my cutting hedge back to fence along Farnham Street sidewalk, and high wind damage done to my walnut tree and neighbors maple trees blown into alley Wed. 8/11. Picture taken 8/16 at 4:46 PM. I cleaned up after them Sunday 8/15.



Formal court hearing

85.00 fine 6/10 service 199.86.

picture rec'd at this hearing
of work done 8/14 in alley,
picture taken 8/16, day after
I cleaned up Sunday
8/15 of work left to be done.
Rec'd 285.00 bill for work
done 9/14 in the alley. 10/13,
nothing happened that day.

Looks like Mr. Manley had a
bill sent for 285.00 to cover
85.00 fine court hearing
started over, and 6/10 service
bill reached almost 200.00
from fraudulent claim for
work they didn't do 6/10.

I never rec'd a notice to
clean brush pile up in alley
9/14, my brush pile left
in aug. (must have been
removed 8/14)

Charlene M. Durkee

Mon 10-18-21

Rupert said 285.00

covers 6/10 and alley brush pile.

These are the things that determine what days I'll be doing out door maintenance work.

- Appointments with doctors, dentists, etc.
- Going to bank, grocery shopping, paying bills.
- The weather
 - rain leaving grass very wet.
 - windy can't bag grass clippings.
 - Very hot temperatures eyes burning with sweat making it impossible to see.

Charlene M. Durkee

10.18.21

To all
Wyoming City
Council
Members

10.25.21

The alley on Farnham Street and S. Division Ave. starts out with everyone given a 3' access, to a 10' wide alley (6' wide driveway with a 2' space on each side) for a total 16'.

Since the formal court hearing judge granted me the 2' I was already in the alley, my 2 extra feet at alleys entrance has already been established.

Once everyone else is granted 2 extra feet, we'll have a 7' wide space left from my fence to Mollys current enclosure at the Farnham Street entrance. That becomes a no mans land, no one has to maintain, or have a need for.

Except me, who needs a driveway the full length of my property. So a new owner of my property can use the 2 stall garage. I could gradually have all fence repairs needed done. The antique shops telephone pole and electric ground unit on my side can be reached.

I'd be able to maintain this space and the roadside for many years to come, I hope to still be around for. I've already had many years doing.

Charlene M. Durkee

Mon. 10. 25. 2021

P S

The new driveway would be 6' wide with a 6" space on each side.

I'm looking forward to your Nov. 1, 2021 public hearing.

City of **Wyoming** Michigan

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

November 1, 2021

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 21-17

Subject: Acceptance of a Temporary Permit for
54th Street Meijer Access Drive – Temporary Permit (Southwest Dining, Inc.)

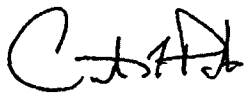
Councilmembers:

Southwest Dining, Inc., owner of the Chili's restaurant located at 770 - 54th Street, SW, has submitted the following described Temporary Permit. The Temporary Permit conveys rights to access and grade on the Chili's property for the construction of the 54th Street Meijer Access Drive. The Temporary Permit area is shown on the attached easement Sheet 1 of 2.

Grantor:	Southwest Dining, Inc.
Parcels:	41-17-36-151-014
Right-of-way Size	3,146 sf (0.072 Acres) – Temporary Permit
Consideration:	\$3,306.00

It is recommended that the City Council accept the Southwest Dining, Inc. 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. 41-17-36-151-014**

The Grantor, **Southwest Dining, Inc.**, an Indiana corporation, whose address is 4220 Edison Lakes Parkway, Suite 300, Mishawaka, Indiana 46545

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th 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 54th 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. 41-17-36-151-014)**

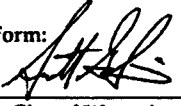
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of **Three Thousand Three Hundred Six Dollars and No Cents (\$3,306.00)**.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the 54th 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.

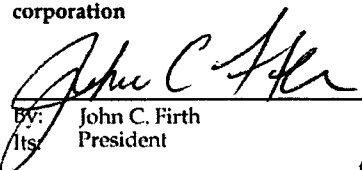
DATED: 10-18-2021

Approved as a form:



Attorney for the City of Wyoming

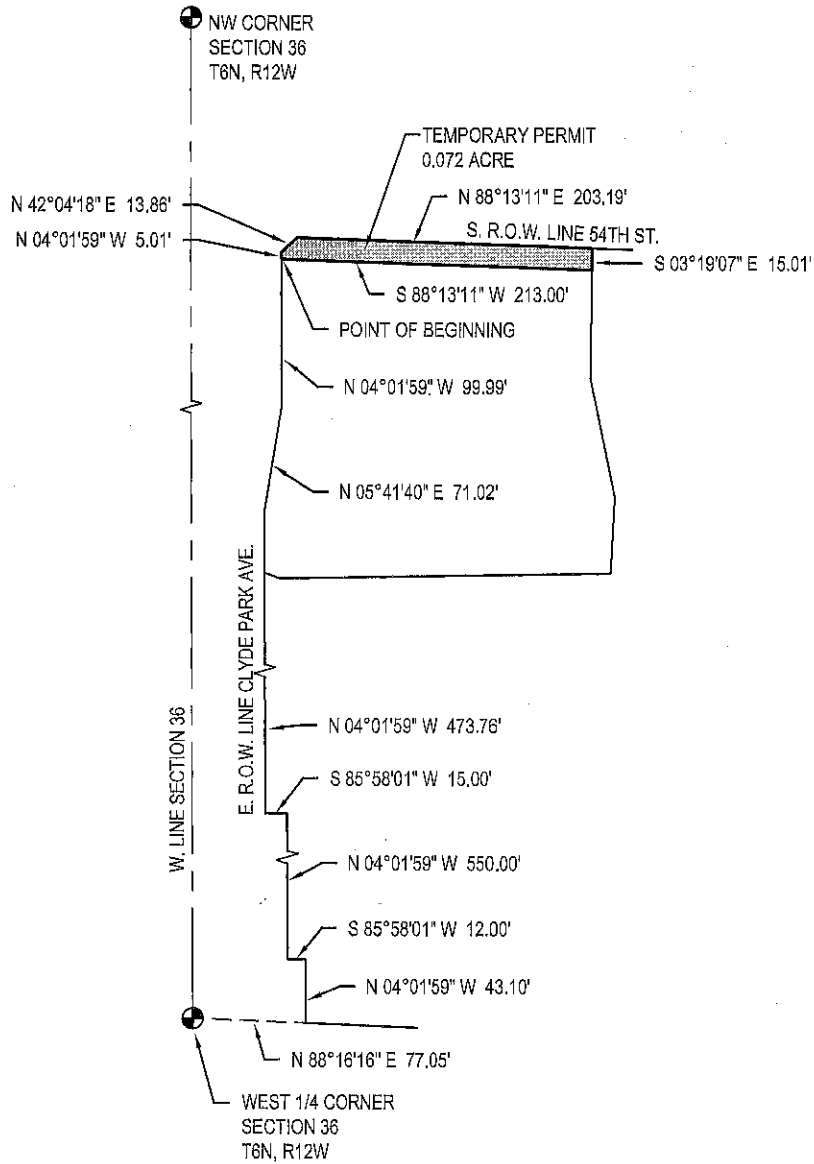
**GRANTOR:
Southwest Dining, Inc., an Indiana
corporation**


By: John C. Firth
Its: 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 AF
1811 4 Mile Road, NE
Grand Rapids, Michigan 49525

TEMPORARY PERMIT - CHILI'S PARCEL



10/21/2020 1:53:25 PM
 CIVIL GROUP
 TEITSMAS
 P:\71740012\WIP DRAWINGS\CHILIS TEMP PERMIT EXHIBIT.dwg



TEMPORARY PERMIT
 CHILI'S PARCEL
 1"=100'

Project No. 71740012

Sheet 1 of 2

progressive | ae

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

616 361 2664 OFFICE 616 361 1493 FAX

www.progressiveae.com

TEMPORARY PERMIT - CHILI'S 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 88°16'16" East 77.05 feet, along the East-West 1/4 line of said Section 36, to the easterly right of way line of Clyde Park Avenue, as described in Instrument No. 20110131-0010083, Kent County Records; thence North 04°01'59" West 43.10 feet, along said easterly right of way line; thence South 85°58'01" West 12.00 feet, along said easterly right of way line, to the line 65.00 feet North 85°58'01" East of the westerly line of said Section 36, being the easterly right of way line of Clyde Park Avenue; thence North 04°01'59" West 550.00 feet, along said easterly right of way line; thence South 85°58'01" West 15.00 feet, along said easterly right of way line; to a line 50.00 feet North 85°58'01" East of the westerly line of said Section 36, being the easterly right of way line of Clyde Park Avenue; thence North 04°01'59" West 473.76 feet, along said easterly right of way line; thence North 05°41'40" East 71.02 feet along said easterly right of way line; thence North 04°01'59" West 99.99 feet along said easterly right of way line to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 04°01'59" West 5.01 feet along said easterly right of way line; thence North 42°04'18" East 13.86 feet along said easterly right of way line to the southerly right of way line of 54th Street; thence North 88°13'11" East 203.19 feet; along said southerly right of way line; thence South 03°19'07" East 15.01 feet; thence South 88°13'11" West 213.00 feet, parallel to said southerly right of way line, to the place of beginning.
Containing 0.072 Acres, more or less.
Subject to all easements and restrictions of record.

10/21/2020 1:51:50 PM CIVIL GROUP TEITSMAS
P:\71740012\WP DRAWINGS\CHILIS TEMP PERMIT LEGAL DESCRIPTION.dwg

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

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: 54th Street Improvements, from Clyde Park to US-131

SITE DATA:

Permanent Parcel No.: 41-17-36-151-014

Parcel: Southwest Dining, Inc.

Land Use: Commercial Size: 1.16 Ac (total)

Address: 770 54th Street, SW, Wyoming, MI 49548

Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from an Appraisal by Integra Realty Resources -- Grand Rapids. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to 54th Street as shown on sketch.</p> <p align="center">Area: 0.072 Ac (3,146 sft)</p> </div>	<p>SKETCH:</p> <p align="right">North ↑</p>
--	--

COMPUTATION OF VALUE:	
LAND ACQUISITION, TEMPORARY PERMIT	
Temporary Permit – Market Rent	\$ 3,306.00

REMARKS:

Signed: _____
Land Matters, llc
Deborah S. Poeder

for information call 616.791.9805

\$ 3,306.00

Agreed to by: Southwest Dining, Inc.

By:
Its: President

CITY OF WYOMING BUDGET AMENDMENT

Date: November 1, 2021

Budget Amendment No. 040

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$455.18 of budgetary authority for the Community Development Block Grant related to credits received and other adjustments to match the grant funding years.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Community Development Fund</u>				
General Government - 2019 - General Grant Revenue				
256-000-02019-531.001	-	44,874.15		44,874.15
General Government - 2020 - General Grant Revenue				
256-000-02020-531.001	518,556.91	133,850.53		652,407.44
General Government - 2021 - General Grant Revenue				
256-000-02021-531.001	370,077.14		178,812.68	191,264.46
Planning - Administrative 2022 - Salaries				
256-400-17522-706.000	63,258.00	3,761.00		67,019.00
Planning - Rehabilitation 2022 - Salaries				
256-400-69122-706.000	38,492.00	0.47		38,492.47
Planning - CDBG Activities 2019 - Other Services Home Repair Services				
256-400-69219-956.085	-	44,874.15		44,874.15
Planning - CDBG Activities 2020 - Other Services (CV funds)				
256-400-69220-956.000	310,303.91	0.18		310,304.09
Planning - CDBG Activities 2020 - Other Services Home Repair Services				
256-400-69220-956.085	-	36,778.85		36,778.85
Planning - CDBG Activities 2020 - Other Services Code Enforcement				
256-400-69220-956.372	-	56,653.00		56,653.00
Planning - CDBG Activities 2020 - Other Services Rehab Loans				
256-400-69220-956.045	148,448.16	40,418.68		188,866.84
Planning - CDBG Activities 2021 - Other Services Rehab Loans				
256-400-69221-956.045	205,077.14		128,812.68	76,264.46
Planning - CDBG Activities 2021 - Other Services Home Repair Services				
256-400-69221-956.085	30,000.00		30,000.00	-
Planning - CDBG Activities 2021 - Other Services Code Enforcement				
256-400-69221-956.372	20,000.00		20,000.00	-
Planning - CDBG Activities 2022 - Other Services Rehab Loans				
256-400-69222-956.045	216,793.00		0.47	216,792.53
Planning - CDBG Activities 2022 - Other Services Home Repair Services				
256-400-69222-956.085	51,653.00		51,653.00	-
Planning - CDBG Activities 2022 - Other Services Code Enforcement				
256-400-69222-956.372	56,653.00		56,653.00	-

CITY OF WYOMING BUDGET AMENDMENT

Date: November 1, 2021

Budget Amendment No. 040

Planning - CDBG Activities 2022 - Capital Outlay			
256-400-69222-975.000	101,653.00	105,000.00	206,653.00
Fund Balance/Working Capital (Fund 256)		0.00	455.18

Recommended: *Matt Barton*
Senior Accountant

C. A. PA
City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the
foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF JIM WARD

WHEREAS:

1. Jim Ward passed away on Wednesday, October 20, 2021.
2. Jim Ward dedicated many years to the residents of the City of Wyoming, through his service as a member of the Tree Commission since 2016.
3. The City of Wyoming gratefully acknowledges the many contributions Jim made to his community, our city, and its residents.
4. Jim will be sadly missed by his family and many friends.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO VACATE THE ALLEY SOUTH OF FARNHAM STREET AND WEST
OF DIVISION AVENUE ADJACENT TO 4445 DIVISION AVENUE S.

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on September 21, 2021 and has recommended that the alley south of Farnham Street and west of Division Avenue adjacent to 4445 Division Avenue S. be vacated by the City.
2. The Wyoming City Council held a public hearing on November 1, 2021 to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby vacate the alley south of Farnham Street and west of Division Avenue S. and adjacent to 4445 Division Ave S.

BE IT FURTHER RESOLVED:

2. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds.

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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE A REVISED OVERALL DEVELOPMENT PLAN FOR
METRO HEALTH VILLAGE DISTRICTS B, C, D AND E

WHEREAS:

1. The city requested that developers of the Metro Health Campus, namely the Granger Group (a/k/a, The Granger Group, The Granger of Companies, Granger Group of Companies, L.L.C., Granger Group, LLC, Metro Health Village, LLC, MHV Land, LLC, etc.) and UM Metro Health (f/k/a Metropolitan Hospital), work together to submit a revised Overall Development Plan for the Metro Health campus.
2. The campus was first approved as a planned healthcare district in 2003. At that time a PUD-3 submittal was made to the City by Metropolitan Hospital that outlined the anticipated uses and growth of the campus overtime.
3. A revised Overall Development Plan for District A was submitted to the city and reviewed at the April 2021 and May 2021 Planning Commission meetings and approved at the June 2021 City Council meeting.
4. A revised Overall Development Plan for Districts B, C, D and E was submitted to the city and reviewed at the September 2021 Planning Commission meeting.
5. The Wyoming Planning Commission has recommended acceptance of the revised Overall Development Plan for Districts B, C, D and E with the following conditions:

- a. An amendment to the master deed must be filed with Kent County Register of Deeds for future development.
- b. Developer must modify diagram showing Walking Distance Level of Service radii on page 14 from building entry points (not the center of the building).
- c. Metro Health Village Property, Building and Parking Data table on page 24 has several inaccurate parking numbers. Please provide an updated table and map with numbers corresponding to actual provided spaces in each parking lot.

Examples:	Table	Table	<i>Existing</i>
Unit	Parking Required	Parking Provided	<i>Actual Parking</i>
10	754	754	1,044
14	34	34	35
16	622	178	174
28	0	444	213
33	80	80	77

- d. Developer must provide “maintenance of parking” explanation on how parking ramps will be constructed in existing parking areas.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Overall Development Plan for Metro Health District A dated August 19, 2021, is approved subject to the following conditions:
 - a. An amendment to the master deed must be filed with Kent County Register of Deeds for future development.

- b. Developer must modify diagram showing Walking Distance Level of Service radii on page 14 from building entry points (not the center of the building).
- c. Metro Health Village Property, Building and Parking Data table on page 24 has several inaccurate parking numbers. Please provide an updated table and map with numbers corresponding to actual provided spaces in each parking lot.

Examples:	Table	Table	<i>Existing</i>
Unit	Parking Required	Parking Provided	<i>Actual Parking</i>
10	754	754	<i>1,044</i>
14	34	34	<i>35</i>
16	622	178	<i>174</i>
28	0	444	<i>213</i>
33	80	80	<i>77</i>

- d. Developer must provide “maintenance of parking” explanation on how parking ramps will be constructed in existing parking areas.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on November 1, 2021.

 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

October 26, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Overall Development Plan (ODP) for Metro Health Village Districts B, C, D and E

Recommendation: To approve the subject ODP request

Dear Ms. VandenBerg,

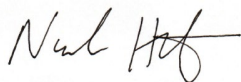
The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 21, 2021. A motion was made by Weller, supported by Zapata, to grant the District B, C, D, E ODP request with conditions and recommend the same to City Council. The motion passed unanimously.

The campus was first approved as a planned healthcare district in 2003. At that time a PUD-3 submittal was made to the City by Metropolitan Hospital that outlined the anticipated uses and growth of the campus overtime. Since that time, the area around the campus has changed significantly and an updated ODP was requested by staff to address questions frequently raised by Planning Commissioner's during review of projects on the campus.

A revised ODP for District A was reviewed and approved this summer. The revised ODP included a new Traffic Impact Analysis, Infrastructure assessment, Helicopter Flight path analysis, review of the proposed District uses as well as confirmation of the future uses desired. The updated District B, C, D, E plan contains the same information.

Attached please find The Metro Health Village District B, C, D, E Overall Development Plan and detailed meeting minutes from the review at Planning Commission.

Respectfully submitted,



Nicole Hofert, Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

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

Jack A. Poll, Mayor

vehicles, etc. Engineering will make the decision if another traffic study is required during site plan review.

There was conversation regarding the timing of the streetlights.

Weller asked if a gas station could be constructed at the 777 54th St location in the future because of the zoning change.

Hofert explained that with B-2 zoning a gas station would be allowed with special use approval.

Weller stated that he thinks that the carwash is a great use for the 5340 Clyde Park location, but he has concerns about traffic in the area.

Hall asked if staff received feedback from the vacant business at 777 54th St-Ber City Bread.

Hofert stated that staff sent a personal letter regarding this request to the current owner and did not hear back. She reaffirmed that the current use of the property is permitted in the B-2 zone district.

There was conversation about shared access easement on the conceptual site plan.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to approve a revised Overall Development Plan for Metro Health Village Districts B, C, D, and E (rev. August 19, 2021) (Section 34) (Metro Health Village LLC).

Hofert explained that the campus was first approved as a planned healthcare district in 2003. At that time a PUD-3 submittal was made to the City by Metropolitan Hospital that outlined the anticipated uses and growth of the campus overtime. A revised ODP District A plan was presented and accepted by Planning Commission and City Council earlier this year. This final submittal completes the updated ODP and includes the remaining B, C, D and E districts.

Hofert outlined the development standards in the amended ODP for Districts B, C, D and E. She stated that the revised ODP asks for a series of changes from the original PUD. Namely these changes are related to deviations in development standards, notably height and setback requirements.

The proposed ODP for Districts B, C, D, and E includes the following proposed standards for development (found on page 9):

District B – Hospital District

District B represents the developable acreage devoted to the acute care campus and directly related uses. Its primary use will be the Hospital proper with various planned healthcare uses. This area will include all the remaining land within the site ring road not part of District A, as well as approximately 19 acres of land east of the ring road.

District B development will be governed by the following:

- Maximum height of buildings:
 - Hospital 115 feet (Main Entrance level to roof) Maximum height of spire 140 feet from main level.
 - All other development 75 feet
- Minimum lot area: None
- Minimum lot width: None
- Uses permitted will be: See Land Use Matrix
- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.
- All development will be subject to approval from the Metropolitan Hospital Health Village Architectural Review Board.

District C – Gezon Commercial

This development area is intended for commercial and office uses, with an emphasis on health-related businesses of a limited scale. This “gateway” District will set the tone along the property’s northern boundary and support and relate to the District A and B uses.

District C development will be governed by the following:

- Maximum height of buildings – 55 feet not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.
- Minimum lot area: None
- Minimum lot width: None
- Minimum setback on Gezon Parkway is 25 feet
- Minimum setback on ring road is 15 feet
- Side setback is 15 feet
- Individual lots shall provide a minimum 25 foot greenbelt along Gezon Parkway
- Uses permitted will be: See Land Use Matrix

- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.
- All development will be subject to approval from the Metro Hospital Health Village Architectural Review Board.

District D – Byron Center Frontage

The western edge of the Metro Health Village borders Byron Center Avenue. This is the most intense vehicular edge and is anticipated to be the primary access route, especially from the proposed M-6 Freeway to the south. It is another “gate way” district, however with a focus on larger development than District C.

The intent is that this District will be developed for office, commercial, retail and hotel uses.

Development will be “inward” focused. That is, building locations will be encouraged to be along the ring road with screened parking located along Byron Center Avenue.

District D development will be governed by the following:

- Maximum height of buildings – limited to 55 feet not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.
Hotels which may be erected to a maximum height of 75 feet
- Minimum 35 foot setback on Byron Center Avenue
- Minimum 15 foot setback on ring road
- Side yard setback is 25 feet
- Individual lots shall provide a minimum 25 foot greenbelt with four foot landscaped berm along Byron Center Avenue
- Minimum lot area: None
- Minimum lot width: None
- Uses permitted will be: See Land Use Matrix
- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.
- All development will be subject to approval from the Metro Hospital Health Village Architectural Review Board.

District E – Beltline Commercial

- Maximum height of buildings – limited to 55 feet not including mechanical screens and

penthouses up to 12' in height, unless excepted by the Architectural Review Board.
Hotels which may be erected to a maximum height of 75 feet

- Minimum 25 foot setback on access road
- Side yard setback is 25 feet
- Individual lots shall provide a minimum 25 foot greenbelt along access road
- Minimum lot area: None
- Minimum lot width: None
- Uses permitted will be: See Land Use Matrix
- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.
- All development will be subject to approval from the Metro Hospital Health Village Architectural Review Board.

General Requirements - All districts

- Parking will be provided according to City of Wyoming zoning ordinance, except as amended in the Parking Demand and Policy section of this application.
- Omit requirement Section 90-600.2 requiring a 300' maximum walking distance from parking location to the nearest point of building entry.
- Parking structures of up to 4 levels above grade are permitted.

Hofert shared that staff is supportive of the above development standards and recommends Planning Commission accept them as part of the amended ODP.

Hofert explained that one of the biggest changes to this ODP from the 2003 version is how parking will be calculated. Previously parking had to be within 300 feet of the proposed use, with a frequent argument being that any parking not directly accommodated was captured by overflow on the remaining portions of the campus. This approach created many questions and led to confusion. The new, more modern, approach states that all parking for proposed uses must be captured in the District they serve. Staff supports this request and recommends Planning Commission accept it as part of the amended ODP.

Traffic Impact Analysis – A traffic impact analysis was provided as part of the District A approval. An updated report will be provided to staff prior to any new development occurring in Districts B, C, D or E.

Hofert stated that the Development Review Team recommends the Planning Commission grant the amended ODP request for Metro Health Village Districts B, C, D, and E and recommends the same to the City Council subject to the conditions 1-4 below:

- 1.) An amendment to the master deed must be filed with Kent County Register of Deeds for future development.
- 2.) Developer must modify diagram showing Walking Distance Level of Service radii on page 14 from building entry points (not the center of the building).
- 3.) Metro Health Village Property, Building and Parking Data table on page 24 has several inaccurate parking numbers. Please provide an updated table and map with numbers corresponding to actual provided spaces in each parking lot.

Examples: Unit	Table Parking Required	Table Parking Provided	<i>Existing Actual Parking</i>
10	754	754	1,044
14	34	34	35
16	622	178	174
28	0	444	213
33	80	80	77

- 4.) Developer must provide “maintenance of parking” explanation on how parking ramps will be constructed in existing parking areas.

Randy Pease, Integrated Architecture, 840 Ottawa Ave NW, introduced himself and presented a history of the site.

A motion was entered by Weller, supported by Zapata, to approve the amended ODP request for Metro Health Village Districts B, C, D, and E and recommend the same to the City Council subject to conditions 1-4.

A vote on the motion carried unanimously.

NEW BUSINESS

AGENDA ITEM NO. 4

Planning Ordinance Division 4, Section 2-200

Hofert explained that there was an error in the Division 4 Planning Ordinance that was recently presented to Planning Commission and adopted by Council. When preparing for the Planning Commission elections last month staff became aware that the planning ordinance omitted language for the election of a vice-chair. Hofert said that the Planning Commissions’ bylaws call

METRO HEALTH VILLAGE
**CITY OF WYOMING
PUD-3 AMENDMENT
APPLICATION**
DISTRICT B,C,D,E

AUGUST 19, 2021



CONTENTS

1. Project Narrative	5
2. Land Use	
Land Use District Map	8
Land Use Districts (proposed amendments)	9
District A - Heart of the Village	
District B - Hosptial District	
District C - Gezon Commercial	
District D - Byron Center Frontage	
District E - Beltline Commercial	
Permitted Land Use Matrix (proposed amendments)	11
Parking Demand Policy (proposed)	13
3. Current Condition	
Existing Condition Aerial Photos	18
Existing Condition Development Plan	21
Roadway and Public Space Diagrams	23
Existing Condition Site and Building Metrics Tabulation	24
Existing Property Boundary Plan	25
Existing Sanitary Plan	27
Existing Storm Water Plan	29
Existing Water Plan	31
4. Future Overall Development Plan	
Overall Development Plan (ODP)	35
ODP Site and Building Metrics Tabulation	37
Overall Development Sanitary Sewer Analysis	38
Overall Development Storm Sewer Analysis	39
Helipad Location Diagram	40

PROJECT NARRATIVE

Metro Health | University of Michigan Health and The Granger Group are pleased to present this formal request for amendment to the PUD approval from the City of Wyoming for its proposed Metro Health Village. Since its initial development in 2003, the Village has evolved into a thriving health-focused destination which provides convenient holistic services to the West Michigan Community. The Village provides extraordinarily interconnected retail and dining experiences that inspire healthier lifestyles all within the booming West Michigan business and residential market of Wyoming, MI. Shifts in market demand for services and uses, along with the trajectory for health care have created the need for an update to the Village Overall Development Plan (ODP) and PUD.

Vision

Metro Health Village provides a rich mix of healthcare, commercial, office, hotel and residential uses. Our future is bright with the incorporation of community accessed space that allows people to seamlessly move from Metro Health—University of Michigan Health Hospital to cafés to healing garden to walking trails throughout open-air plaza settings, all while enjoying a contemporary shopping experience themed by health, wellness and sustainability.

Safety and accessibility underscore every area of the campus and enhance the feeling of connectedness for the community members to experience. Dedicated pedestrian crossings, ample parking, curb design and even landscaping features all work cohesively to invite residents in and create a comfortable sense of security.

In general, future development will focus on a “quasi-urban” nucleus, with the Hospital serving as its “civic anchor” and a collection of storefront shops completing a central commons area. Village green spaces will compliment healthcare services and other general office, retail and residential spaces.

Additional healthcare development is anticipated as additions to the hospital proper, as well as outpatient service focused facilities on parcels adjacent to the hospital and along the M-6 interstate in District E.

The current linkages to access vehicular routes and internal ring road organization have proven to be successful and intuitive for users. These roadways remain unchanged in the updated ODP.

Zoning and Land Use

To meet the demands of the market and the vision of the Village, this amendment proposes changes to the existing PUD ordinance for the Heart of the Village (District A). These include allowable uses in the district, building heights, and lot areas and dimensions. These revisions are included as blue highlighted text in the original application.

Parking and Traffic Impact Analysis

As part of this recalibration of vision and future development of the Village, a Traffic Impact Analysis and Parking Analysis have been performed and are included in this application. The proposed plan recommends a combination of surface lot solutions along with administrative adjustments to create a comprehensive solution to provide all required parking within District A. A Parking Demand Policy will be instituted as part of this amendment request.

Infrastructure

To ensure adequate capacity of water, sanitary and storm sewer services, a capacity analysis study has been performed and is included as part of this application.

Sanitary sewer was investigated to confirm that the existing public sanitary sewer mains within the Metro Health Village campus had adequate capacity for the development in the full build-out condition. The sanitary sewer flow-rates for each lot were calculated using the existing and proposed development types and compared to the flow capacities of the existing

1. PROJECT NARRATIVE

public sewer mains. In summary, the existing sanitary sewer capacity is adequate for the proposed full build-out condition of the Metro Health Village campus.

Storm sewer was also investigated to confirm that the existing storm water management infrastructure is adequate for the Metro Health Village campus at full build-out. The impervious surface area and total drainage areas for each sub-watershed district were analyzed and compared to the original design calculations. The previously developed lots are all within the original design assumptions. All lots yet to be developed should be done so in accordance with the original design assumptions. Following this protocol will assure that the existing storm water management infrastructure will remain acceptable for the Metro Health Village campus at full build-out.



LAND USE

2. LAND USE

Design District A
Heart of the Village
+/- 11 acres

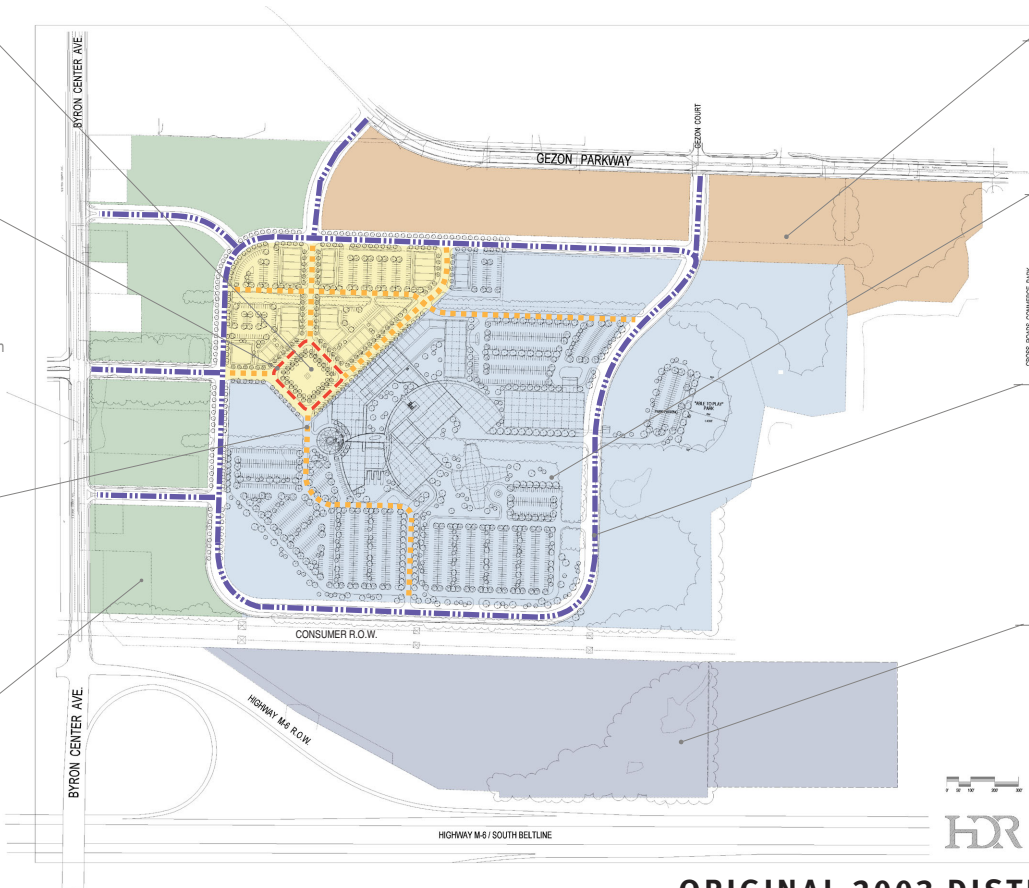
Circulation Edge 2
Heart of the Village

- sidewalk paving
- landscaping
- outdoor seating
- street lighting
- outdoor dining
- signage
- heavy pedestrian accommodation
- single sided edge

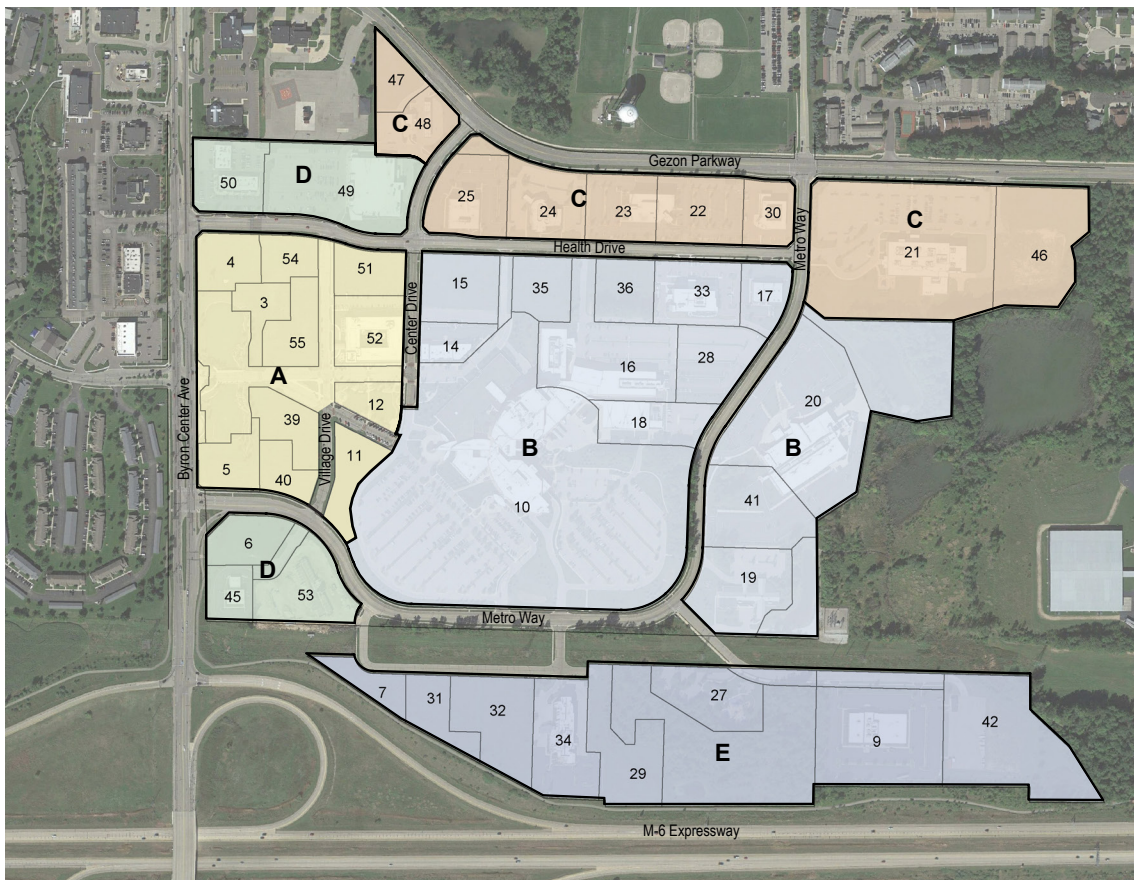
Circulation Edge 3
Entry/Secondary/Commercial

- sidewalk paving
- landscaping
- street lighting
- signage
- outdoor seating
- moderate/heavy pedestrian accommodation
- double sided edge

Design District D
Byron Center
+/- 21 acres



ORIGINAL 2003 DISTRICT PLAN



PROPOSED DISTRICT PLAN

LAND USE

Attached you will find our Land Use Plan which illustrates the proposed mix of land uses within the 166-acre parcel. Five land use “Districts” have been established, with each District having a unique development characteristic. **The Land Use plan has been updated to reconcile existing roadways to their current location, and to modify slightly district boundaries.**

District A – Heart of the Village

Not included in this PUD Amendment Application

District B – Hospital District

District B represents the developable acreage devoted to the acute care campus and directly related uses. Its primary use will be the Hospital proper with various planned healthcare uses. This area will include all the remaining land within the site ring road not part of District A, as well as approximately **19** acres of land east of the ring road.

District B development will be governed by the following:

- Maximum height of buildings
 - Hospital 115 feet (Main Entrance level to roof) Maximum height of spire 140 feet from main level.
 - All other development 75 feet
- **Minimum lot area: None**
- **Minimum lot width: None**
- Uses permitted will be: See Land Use Matrix
- Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, **eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.**
- All development will be subject to approval from the Metropolitan Hospital Health Village Architectural Review Board.

District C – Gezon Commercial

This development area is intended for commercial and office uses, with an emphasis on health-related businesses of a limited scale. This “gateway” District will set the tone along the property’s northern boundary and support and relate to the District A and B uses.

District C development will be governed by the following:

- Maximum height of buildings – **55 feet not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.**
- **Minimum lot area: None**
- **Minimum lot width: None**
- Minimum setback on Gezon Parkway is 25 feet
- Minimum setback on ring road is 15 feet
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- Individual lots shall provide a minimum 25 foot greenbelt along Gezon Parkway
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The western edge of the Metro Health Village borders Byron Center Avenue. This is the most intense vehicular edge and is anticipated to be the primary access route, especially from the proposed M-6 Freeway to the south. It is another “gate way” district, however with a focus on larger development than District C.

The intent is that this District will be developed for office, commercial, retail and hotel uses.

Development will be “inward” focused. That is, building locations will be encouraged to be along the ring road with screened parking located along Byron Center Avenue.

District D development will be governed by the following:

- Maximum height of buildings – limited to **55 feet not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.** Hotels which may be erected to a maximum height of 75 feet
- Minimum 35 foot setback on Byron Center Avenue
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- Side yard setback is 25 feet
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- All development will be subject to approval from the Metro Hospital Health Village Architectural Review Board.

District E – Beltline Commercial

- **Maximum height of buildings – limited to 55 feet not including mechanical screens and penthouses up to 12’ in height, unless excepted by the Architectural Review Board.** Hotels which may be erected to a maximum height of 75 feet
- **Minimum 25 foot setback on access road**
- **Side yard setback is 25 feet**
- **Individual lots shall provide a minimum 25 foot greenbelt along access road**
- **Minimum lot area: None**
- **Minimum lot width: None**
- **Uses permitted will be: See Land Use Matrix**
- **Allowable exterior materials will be limited to face brick, precast/simulated stone, smooth metal panel and glass, eifs, wood or composite siding, and/or such stated in condominium or deed restrictions.**
- **All development will be subject to approval from the Metro Hospital Health Village Architectural Review Board.**

General Requirements - All districts

1. **Parking will be provided according to City of Wyoming zoning ordinance, except as amended in the Parking Demand and Policy section of this application.**
2. **Omit requirement Section 90-600.2 requiring a 300’ maximum walking distance from parking location to the nearest point of building entry.**
3. **Parking structures of up to 4 levels above grade are permitted.**

**METROPOLITAN HEALTH VILLAGE
PERMITTED LAND USES**

("X" indicates that the listed use is permitted in the designated zone)

USE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E
1. Banks, Credit Unions, and other Financial Institutions <i>(including staffed drive-through facilities)</i>	X	X	X	X	X
2. Clothing Services, consisting of the following: <i>Laundry Agency, Self Service, Dry Cleaning, Millinery & Dressmaking, Tailor, Shoe Repair, Similar Uses</i>	X		X	X	
3. Equipment Services, consisting of the following: <i>Radio & TV, Electric Appliance, Watch Repair, Similar Uses</i>			X		
4. Food Service (excluding drive-in) entirely enclosed, consisting of the following: <i>Grocery-Baked Goods-Deli, Restaurant, Similar Uses</i>	X	X	X	X	X
5. Personal Services, consisting of the following: <i>Barbershop, Beauty Shop, Health Salon, Photo Studio, Similar Uses</i>	X		X	X	
6. Retail with less than 20,000 square feet of floor area, consisting of the following: <i>Drugstore (including a drive-through facility), Hardware Store, Stationer, News Dealer, Apparel, Household Appliances, Flower Shop, Antique Shop, Gift Shop, Jewelry, Bookstores/Records/DVD - Video; sale or rent</i>	X	X	X	X	X
7. Hospital Buildings		X			
8. Health clubs, fitness and wellness centers, gymnasiums and reducing salons		X	X		X
9. Business schools or private schools operated for a profit			X		X
10. Hotels and motels	X		X	X	X
11. Printing and publishing with less than 5,000 square feet of floor area	X		X		X
12. Municipal bus passenger station	X		X	X	X
13. Funeral homes or mortuaries			X		X
14. Assembly halls		X	X	X	X
15. Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses			X		X
16. Nursery schools, day nurseries and childcare facilities	X	X	X		X
17. Colleges or universities	X	X	X	X	X

METROPOLITAN HEALTH VILLAGE PERMITTED LAND USES

("X" indicates that the listed use is permitted in the designated zone)

USE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E
18. Department, variety and general merchandise retail, uses with up to 30,000 square feet of floor area				X	X
19. Offices, other than medical offices	X	X	X	X	X
20. Medical offices, including clinics	X	X	X	X	X
21. Laboratories, research or testing	X	X	X	X	X
22. Multiple-family dwellings, including apartments, condominiums and townhouses	X ^{*1}			X	X
23. Convalescent, independent living, and nursing homes	X	X	X		X
24. Telephone exchange buildings, electric transformer stations and substations and gas regulator stations		X			X
25. Adult education facilities and community centers not operated for profit			X		X
26. Parking decks	X	X	X	X	X



Denotes use removed from district



Denotes use added to district

^{*1}. Maximum number of units allowed = 120 units

PARKING DEMAND AND POLICY

The current City of Wyoming Zoning Ordinance for multi-family dwellings requires 2 parking spaces for each residential unit. Parking ratios for multi-family dwellings within the submitted Overall Development Plan (ODP) will provide 1 parking space per dwelling, plus 0.5 spaces for each bedroom. The adjustment reflects 2019 recommendations from the Urban Land Institute (ULI) and National Parking Association (NPA) to tie parking requirements to bedrooms. By using the ULI and NPA methodology, the parking requirements closely match the number of persons residing in the dwelling units. The adjusted residential ratios submitted as part of the ODP are also reflected by studies conducted by the Institute of Transportation Engineers Parking Generation Manual (5th Edition). According to studies conducted by ITE in dense Multi-Use Urban Developments, the peak parking demand is from 10pm-5am with an average weekday peak parking demand (spaces in use) of 0.90 spaces per dwelling and 0.48 spaces per bedroom. The average parking supply ratios (spaces provided) for the study sites are as follows:

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/ Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

When assessing parking requirements, comparable cities are frequently used as a benchmark. For example, in East Grand Rapids, the requirements state 2 spaces per multi-residential unit in the residential zone, but 1.5 spaces per unit in the commercial district (§ 5.77 MINIMUM PARKING REQUIREMENTS). This accounts for the variation in parking demand for a residential area versus a denser commercial and/or mixed-use area. Taking these variations in demand into consideration is becoming more common in cities across the nation as they experience growth and densify.

District A

Not a part of this PUD Amendment Application. Previously approved by City.

District B

District B includes the main hospital building and units with medical office buildings. The district is dedicated to patient care and the main hospital.

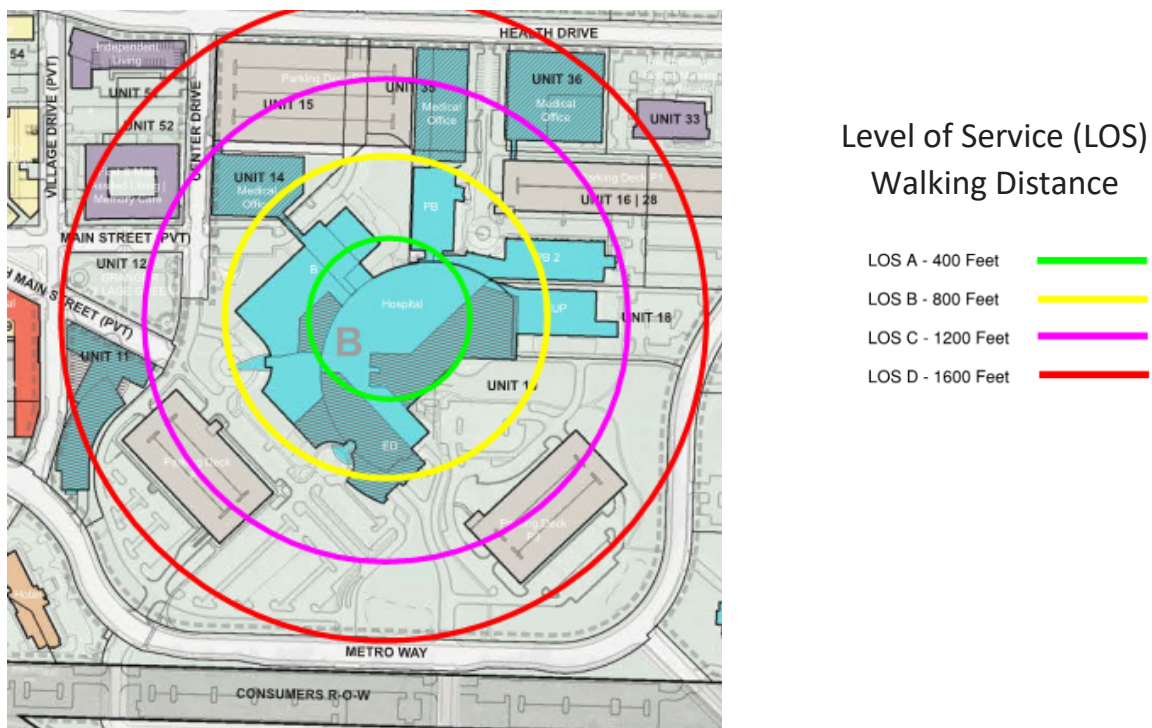
City of Wyoming Zoning Ordinance 90-600.7 addresses hospital land uses in two categories.

1. Hospitals and similar facilities for human care under Institutional Uses requires 1 parking space for each 2 beds, plus 1 for each employee on the largest shift.
2. Medical offices of doctors, dentists, veterinarians or similar professionals under Offices requires 1 parking space for every 200 sq. ft. of gross floor area (GFA).

The Hospital is planning limited expansion of new inpatient beds. Parking requirements for hospitals (#1 above) based on number of beds will be lightly, if ever, implemented. The large majority of Hospital expansion will be medical office space. Hospital Administration favors parking ratios of one space per 200 sq. ft. of gross floor area for medical office space, in accordance with City of Wyoming requirements. The main hospital will provide parking at these ratios on a project by project basis as the hospital expands.

The main hospital building creates significant parking needs due to the accumulated floor space dedicated to patient care. With over 5,000 parking spaces planned for hospital use in the submitted ODP Plan, it is difficult to provide parking within 300 feet of the nearest entry to buildings. Almost the entirety of District B fits within the LOS D range of 1600 feet, however many of the entrances are within 400 feet (LOS A) of a parking area.

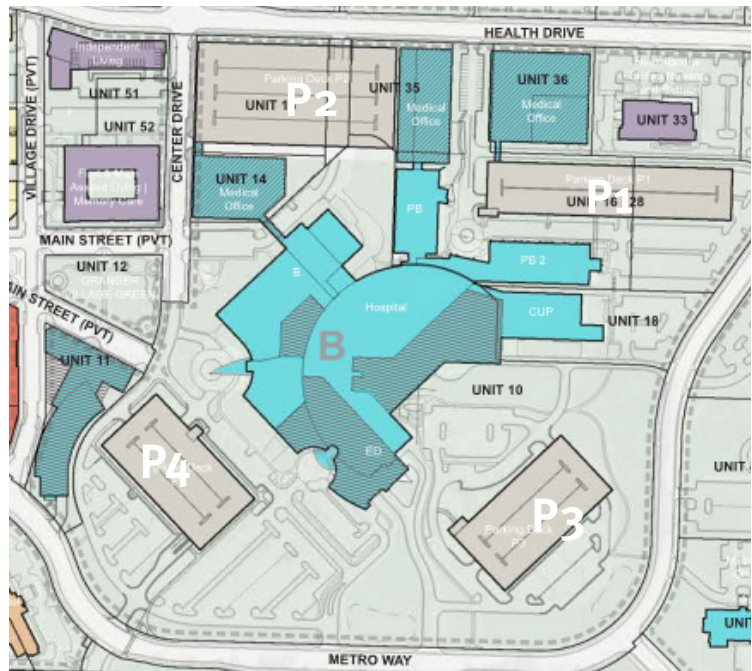
Patient and visitor parking will be provided as close to the hospital / medical office buildings as possible. Where necessary, staff parking will be designated further away from building entrances. To mitigate walking distance issues, operational tools such as patient valet parking are currently being implemented. If necessary, shuttle service from the Consumer ROW will provide additional staff parking with a high level of service. The 300-foot walking distance requirement should be waived in District B.



District B Walking Distance Level of Service (LOS)

As parking demand increases, it is likely that parking structures will be required. The submitted OPD Plan Drawing identifies four potential parking structure locations. The four locations are roughly on the four corners of the Hospital, northeast, southeast, southwest and northwest of the main building. The potential parking structures are located near primary patient service locations with pedestrian links to the entrances. If necessary, staff parking will be located in the Consumers right-of-way with a shuttle bus service to the hospital entrances.

The parking demand for each phase of the proposed development will be evaluated, along with the district overall, to determine when surface parking is no longer adequate to meet needs and a structure is required. Annual parking occupancy counts will be conducted to determine actual parking utilization. Each new construction project will be accompanied by a Parking Impact Study to determine parking sufficiency.



District B Hospital Parking Structure Locations



District B Walking Distance to Hospital Entrances

Units 19, 20 and 41 are already constructed and in operation. They are located east of Metro Way and will not be considered part of the main hospital nor included in the parking allocation for District B.

District C

The units in District C will provide parking on-site as needed for each building. The parking will meet City of Wyoming zoning requirements for the number of parking spaces and walking distance.

District D

The units in District D will provide parking on-site as needed for each building. The parking will meet City of Wyoming zoning requirements for the number of parking spaces and walking distance.

District E

The units in District E will provide parking on-site as needed for each building. The parking will meet City of Wyoming zoning requirements for the number of parking spaces and walking distance.

General Requirements

1. The current City of Wyoming Zoning Ordinance for multi-family dwellings requires 2 parking spaces for each residential unit. Parking ratios for multi-family dwellings within the submitted ODP Plan will provide 1 parking space per dwelling, plus 0.5 spaces for each bedroom. The adjustment reflects 2019 recommendations from the Urban Land Institute (ULI) and National Parking Association (NPA) to tie parking requirements to bedrooms. By using the ULI and NPA methodology, the parking requirements more closely match the number of persons residing in the dwelling units.
2. Out of District parking not adjacent to the connected land use may be used during construction or other temporary loss of parking, by use of a shuttle bus system. The Hospital will work with City staff to ensure parking needs are met during this period by utilizing other existing lots or land.



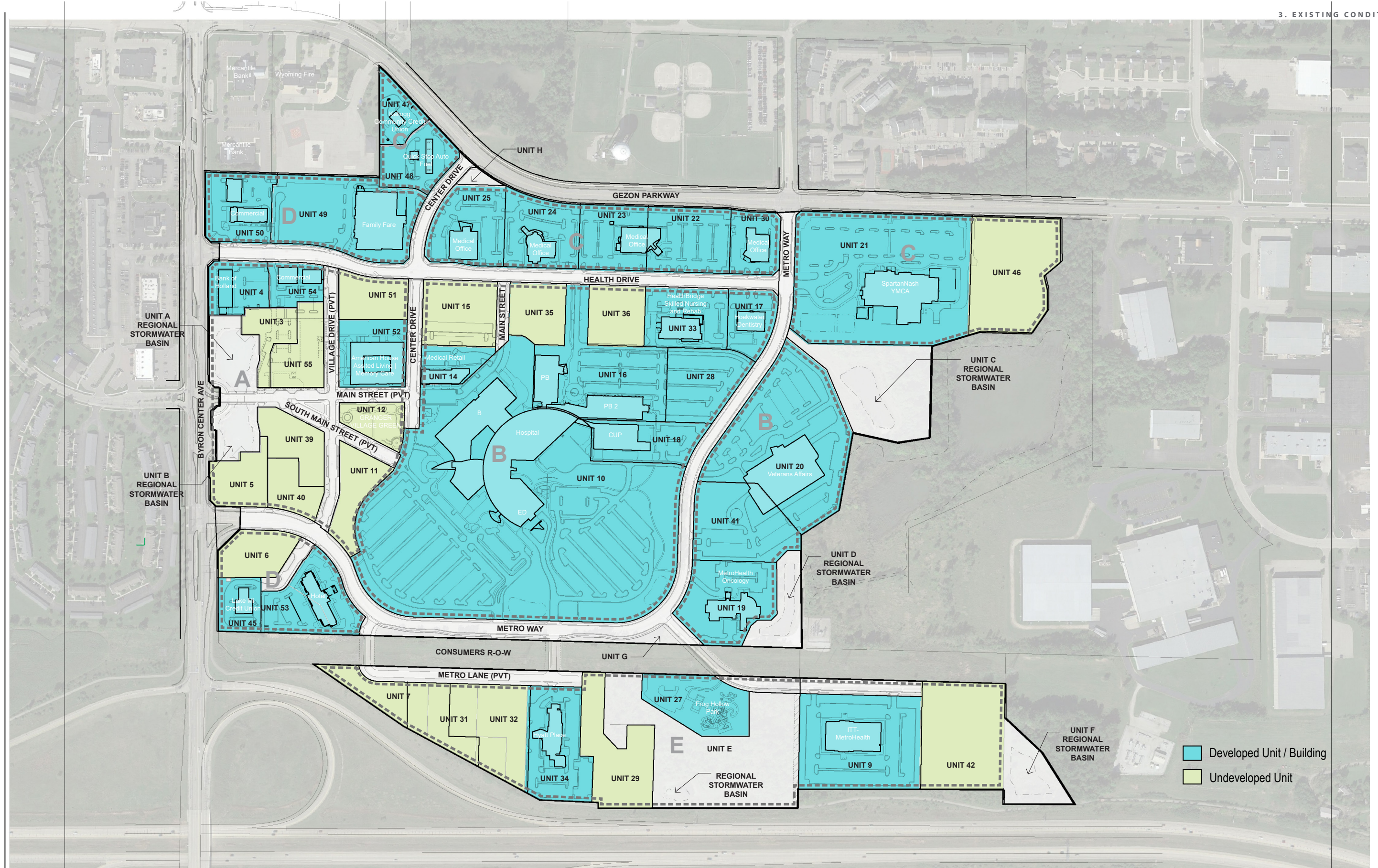
**EXISTING
CONDITION**

3. EXISTING CONDITION

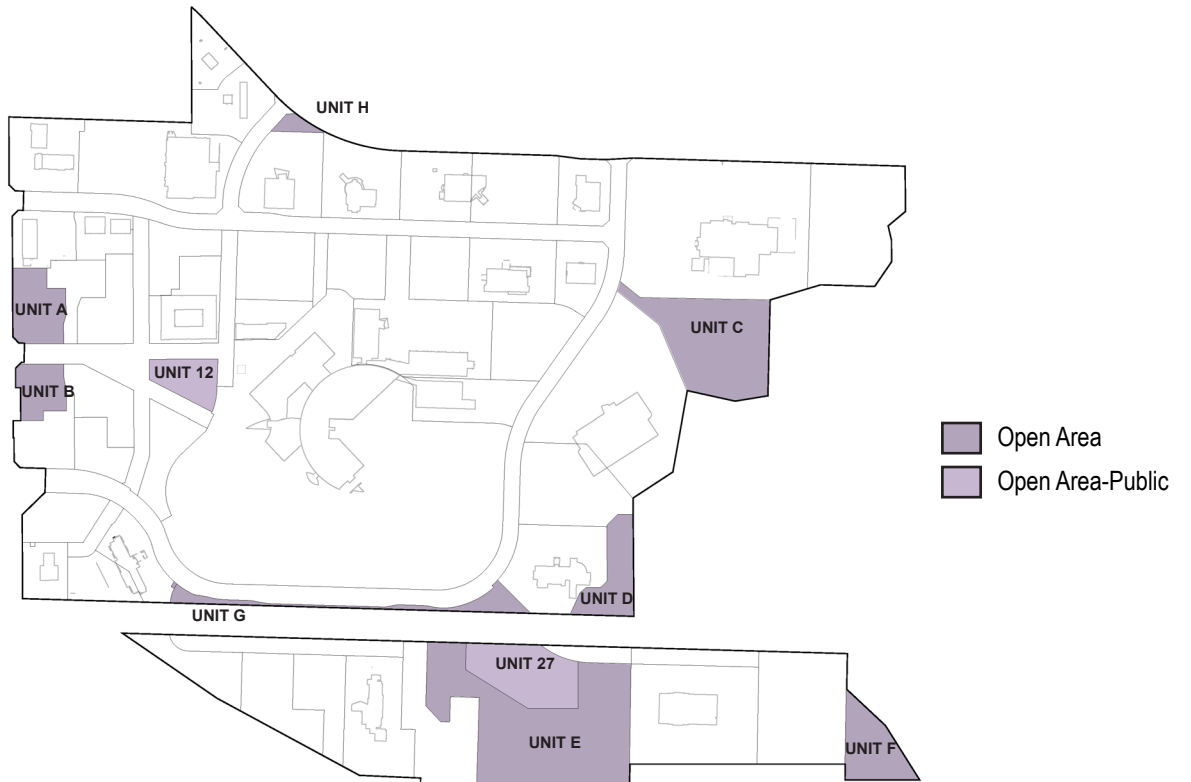




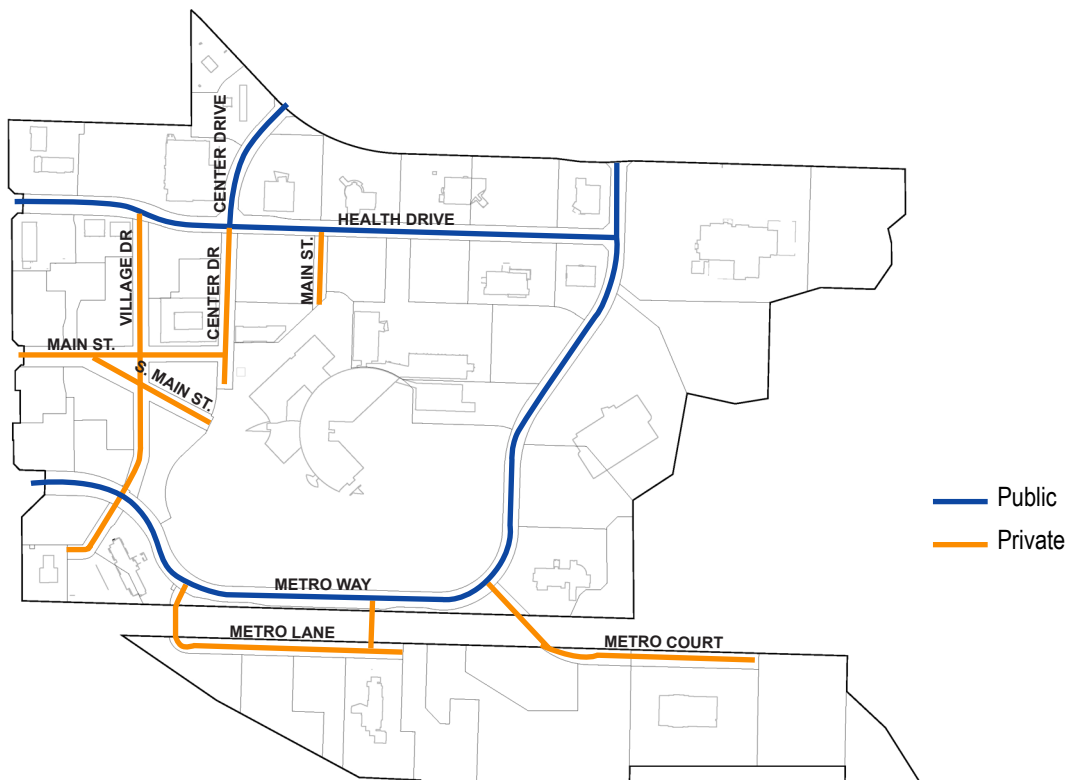
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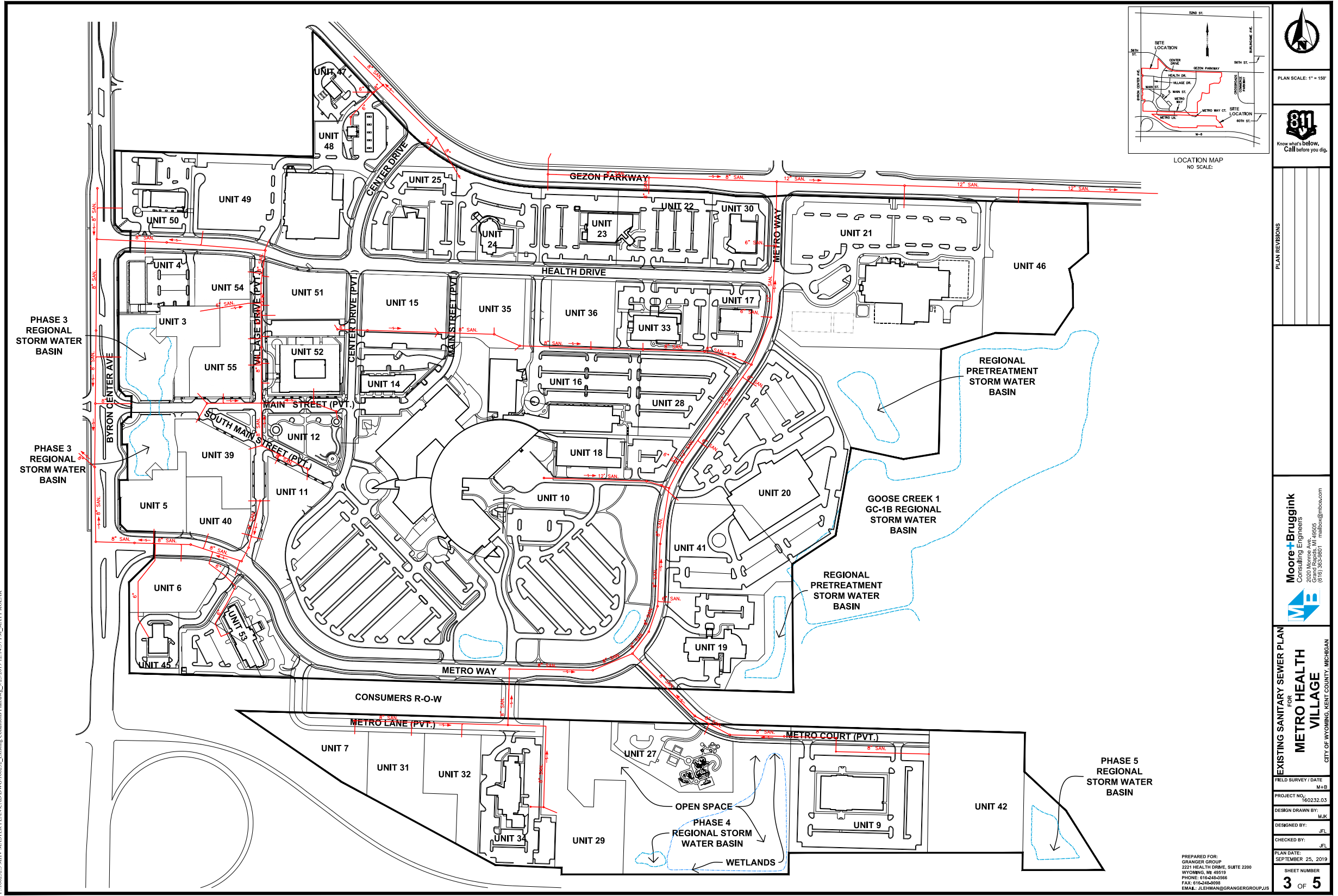


Open Area



Roadways

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PLAN SCALE: 1" = 150'

PLAN REVISIONS

NO.	DATE	DESCRIPTION

Moore + Bruggink
 Consulting Engineers
 2020 Monroe Ave., Suite 100
 Kent, OH 44240
 (614) 325-8800 | mbruggink@mbna.com

EXISTING SANITARY SEWER PLAN
 FOR
METRO HEALTH VILLAGE
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

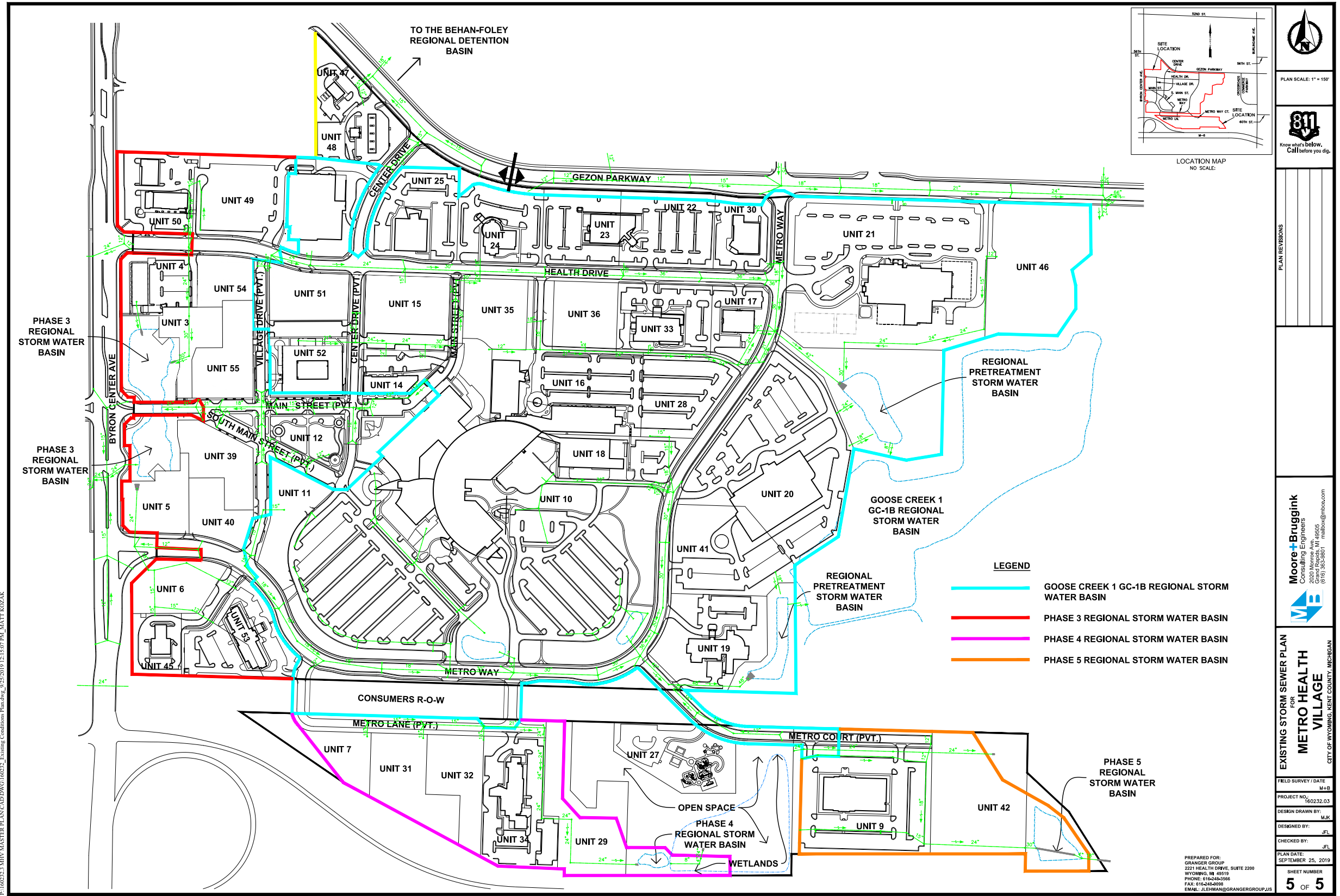
FIELD SURVEY / DATE	M+B
PROJECT NO.	160232.03
DESIGN DRAWN BY:	MJK
DESIGNED BY:	JFL
CHECKED BY:	JFL
PLAN DATE:	SEPTEMBER 25, 2019
SHEET NUMBER	3 OF 5

PREPARED FOR:
 GRANGER GROUP
 2221 HEALTH DRIVE, SUITE 2200
 WYOMING, MI 49519
 PHONE: 616-248-9466
 FAX: 616-248-2098
 EMAIL: JLEHMAN@GRANGERGROUP.LL

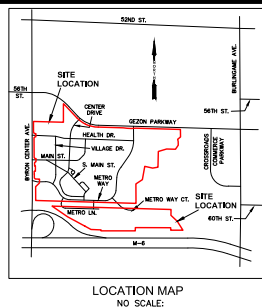
Existing Sanitary Sewer Plan



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PLAN SCALE: 1" = 150'

- LEGEND**
- GOOSE CREEK 1 GC-1B REGIONAL STORM WATER BASIN
 - PHASE 3 REGIONAL STORM WATER BASIN
 - PHASE 4 REGIONAL STORM WATER BASIN
 - PHASE 5 REGIONAL STORM WATER BASIN

Moore + Bruggink
 Consulting Engineers
 2020 Monroe Ave.
 Grand Rapids, MI 49503
 (616) 248-2098 | mbr@moorebruggink.com

EXISTING STORM SEWER PLAN
 FOR
METRO HEALTH VILLAGE
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

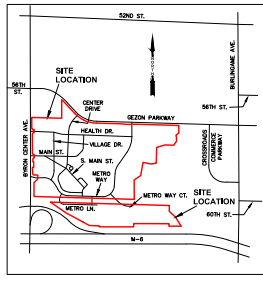
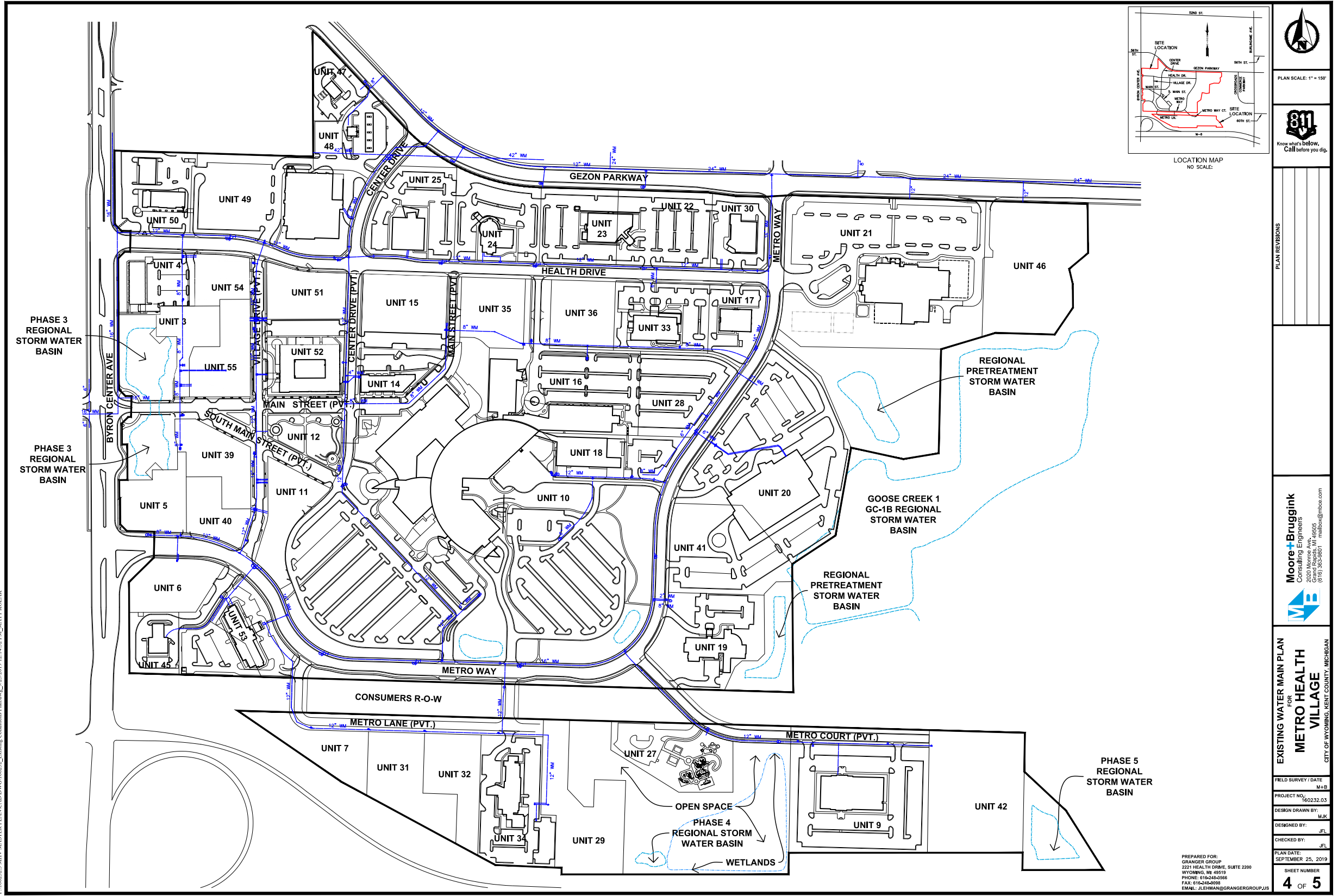
FIELD SURVEY / DATE	M+B
PROJECT NO.	160232-03
DESIGN DRAWN BY:	M.K.
DESIGNED BY:	J.F.
CHECKED BY:	J.F.
PLAN DATE:	SEPTEMBER 25, 2019
SHEET NUMBER	5 OF 5

PREPARED FOR:
 GRANGER GROUP
 2221 HEALTH DRIVE, SUITE 2200
 WYOMING, MI 49519
 PHONE: 616-248-2466
 FAX: 616-248-2098
 EMAIL: JLEHMAN@GRANGERGROUP.JLS

Existing Storm Water Plan



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PLAN SCALE: 1" = 150'

PLAN REVISIONS

Moore + Bruggink
Consulting Engineers
2020 Monroe Ave., Suite 200
Ann Arbor, MI 48106
(734) 769-8800 | mbruggink@mbca.com

EXISTING WATER MAIN PLAN
FOR
METRO HEALTH VILLAGE
CITY OF WYOMING, KENT COUNTY, MICHIGAN


FIELD SURVEY / DATE	M+B
PROJECT NO.	160232.03
DESIGN DRAWN BY:	MJK
DESIGNED BY:	JFL
CHECKED BY:	JFL
PLAN DATE:	SEPTEMBER 25, 2019
SHEET NUMBER	4 OF 5

PREPARED FOR:
GRANGER GROUP
2221 HEALTH DRIVE, SUITE 2200
WYOMING, MI 48519
PHONE: 616-248-9466
FAX: 616-248-2098
EMAIL: JLEHMAN@GRANGERGROUP.LL

Existing Water Plan

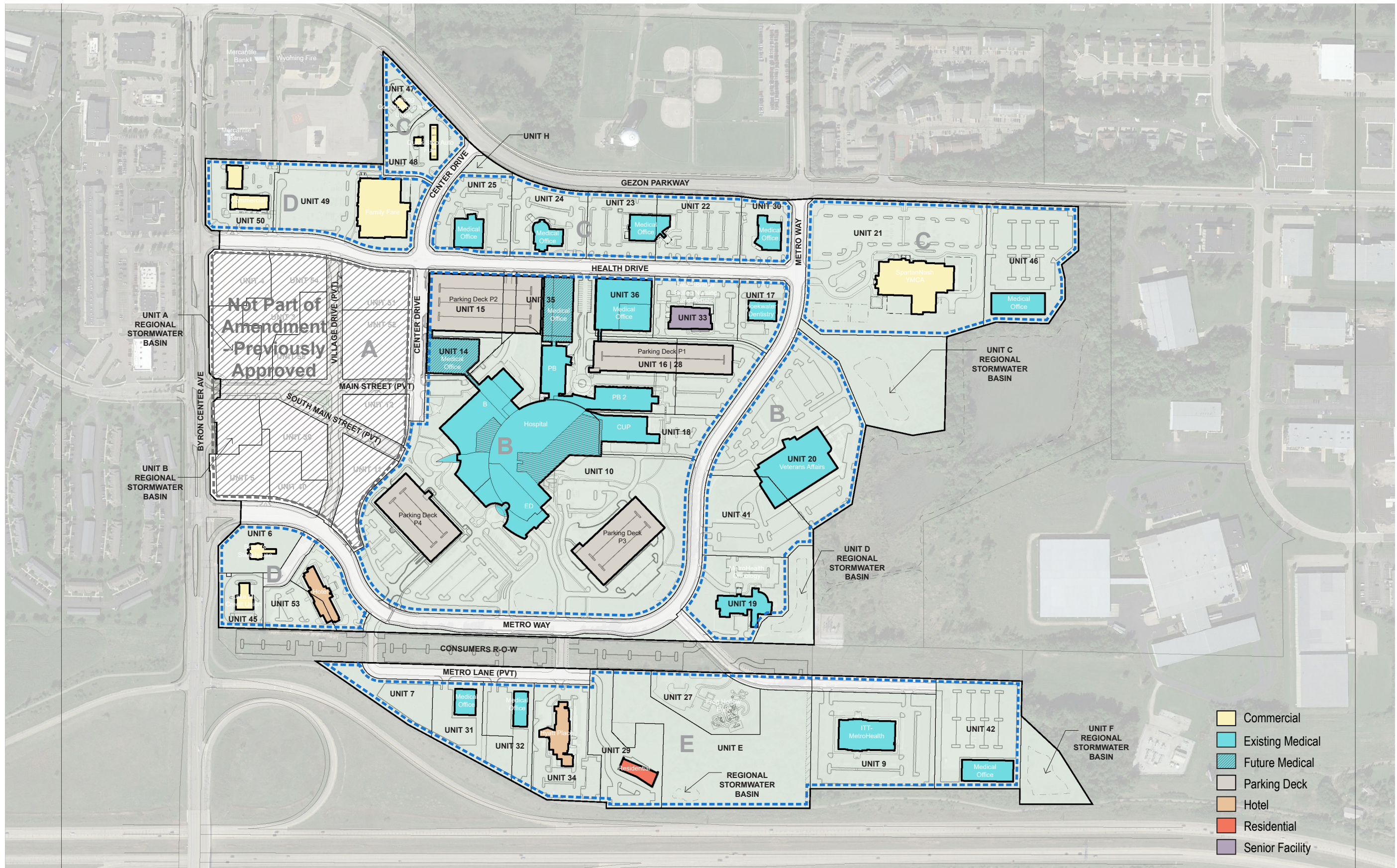


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FUTURE DEVELOPMENT PLAN

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Metro Health Village Property, Building and Parking Data Tabulation

Overall Development Plan

UNIT #	DISTRICT	Land Area (acres)	Name	Assumed Use Type	Floors	Building Area (sf)	Parking Factor (per Ordinance)	Parking Required	Parking Provided
3	A	1.027	Unit 3	Restaurant	1	4,000	1:100 gsf	40	40
4	A	1.363	Unit 4	Mixed Use	2	20,000	mixed use 1:250gsf	79	80
5	A	1.322	Unit 5	Retail	1	10,000	1:250gsf	40	48
6	D	1.387	Unit 6	Brann's Steakhouse	1	3,600	1:100gsf	36	50
7	E	1.428		see Unit 31		0			
9	E	5.004							
10	B	27.366	Metro Health Hospital	Hospital		494,288	(as approved)	754	
10	B		Metro Health	Hospital expansion		249,500	1:200gsf	1248	
10	B		Parking	Parking Deck 3	5	330,000			940
10	B		Parking	Parking Deck 4		320,000			915
11	A	1.412	Parking	Surface Parking					115
12	A	1.007	Granger Village Green	Park					
14	B	1.001	Metro Health	Medical Office	7	210,000		1050	
15	B	2.100	Parking	Parking Deck 1	5	600,000			1715
16	B	4.723	Metro PB 1 and PB 2	Medical Office	2	164,364	(as approved)	622	0
17	B	1.284	Hoekwater Dentistry	Medical - Dental Clinic	1	9,618	(as approved)	49	49
18	B	1.960	Metro CUP	Industrial - Heavy Mfr	1	21,837	(as approved)	54	54
19	B	2.976	Metro Oncology	Medical Office	1	21,377	(as approved)	73	73
20	B	7.194	Veteran Affairs	Medical Office	2	128,872	(as approved)	465	465
21	C	10.000	SpartanNash YMCA	Fitness Center	2	96,384	(as approved)	348	348
22	C	2.380		See Unit #23					
23	C	1.947	Metro Outpatient	Office Bldg - Refinement mech. Penthouses	3	54,259	(as approved)	309	309
24	C	2.315	Michigan Pain Consult	Medical Office	2	22,515	(as approved)	108	108
25	C	2.448	Metro Ophthal / Granger	Medical Office	2	31,658	(as approved)	152	152
27	E	2.219	Frog Hollow Park	705.other real-exempt	0	0	(as approved)	40	40
28	B	2.233	Parking	Parking Deck 2	5	370,000			1057
29	E	2.686	Coral's Reef	Residential	4	45,600	1/unit +0.5/bed	22	22
30	C	1.373		Medical Office	2	23,164	(as approved)	60	60
31	E	1.948	Metro Health	Medical Office	3	29,700	1:200gsf	149	149
32	E	1.557	Metro Health	Medical Office	3	27,000	1:200gsf	135	135
33	B	2.181	HealthBridge	Hospital - Convalescent (nursing home)	3	49,504	(as approved)	80	80
34	E	2.953	Hyatt Place	Hotel, 113 rooms			(as approved)	188	188
35	B	1.446	Unit 35	Medical Office / Clinical	3	80,000	1:200gsf	400	
36	B	1.482	Metro Health	Medical Office / Clinical	4	180,000	1:200gsf	900	-
39	A	1.425	Unit 39	Residential (80 units)-Subgrade Parking	4	82,000	2/per Unit	160	160
40	A	1.015		Commercial Retail	1	10,000	1:250gsf	40	40
41	B	3.083		See unit #20					
42	E	3.905	Metro Health	Medical Office	3	59,400	1:200gsf	297	297
45	D	1.032	LMCU	Bank	1	2,537	(as approved)	19	19
46	C	4.138	Metro Health	Medical Office	3	62,100	1:200gsf	310	310
47	C	1.008	Kellogg Comm. Credit Un	Credit Union	1	2,329	(as approved)	18	18
48	C	1.651	Quick Stop Auto Fuel	Market - Mini Mart Convenience	1	1,224	(as approved)	35	35
49	D	4.697	Family Fare	Grocery Store	1	49,779	(as approved)	191	191
50	D	2.077	Starbucks / Little Bangko	Shopping Center - Neighborhood	1	16,301	(as approved)	99	99
51	A	1.297	Unit 51	Medical Office	1	13,500	1:200gsf	68	70
52	A	1.993	First & Main	Senior/Assisted Living	3	99,709	(as approved)	90	56
53	D	1.372	Fairfield Inn and Suites	Hotel, 116 rooms	4	63,240	(as approved)	118	118
54	A	1.000	Unit 54	Commercial Retail	1	10,800	(as approved)	43	49
55	A	1.498	Unit 55A	Bldg A - Restaurant	1	8,000	1:100 gsf	80	89
55	A		Unit 55B	Bldg B - Retail	1	12,000	1:250 gsf	60	
O/S Prkg	A		Parking	On Street Parking					134
	B		Parking	Consumers Easement					534
	B		Parking	Surface Parking (on Units 10, 16, 18, 28)					865

4,090,159

Parking Deck Sq. Ft. 1,630,000

Totals: 2,460,159 9,029 10,276

Overall Development Plan

District	Sq. Ft.	Parking Required	Parking Provided	Delta
A	260,009	700	881	182
B	1,609,360	5,695	6,747	1,052
C	293,633	1,340	1,340	0
D	135,457	463	477	14
E	161,700	831	831	0
	2,460,159	9,029	10,276	1,248

Sanitary Sewer Analysis

SANITARY SEWER ANALYSIS

METRO HEALTH VILLAGE
OVERALL DEVELOPMENT PLAN

UNIT #	USE TYPE	REU UNIT FACTOR	UNIT MEASUREMENT	ESTIMATED REU	ESTIMATED FLOWRATE * (GAL. PER DAY)	ESTIMATED AVG. DAILY FLOWRATE (CUBIC FT PER SEC.)	ESTIMATED PEAK DAILY FLOWRATE ** (CUBIC FT PER SEC.)	RECEIVING SEWER	UPSTREAM AVG. DAILY FLOW INTO RECEIVING (CUBIC FEET PER SECOND)	UPSTREAM PEAK FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	RECEIVING SEWER CAPACITY *** (CUBIC FT PER SEC.)	EXCESS SEWER CAPACITY (CUBIC FT PER SEC.)
3	Restaurant	3 per 1,000 sq. ft.	4,000 sq. ft.	12	3,600	0.00557	0.01114	8" in Village Drive	0.04958	0.09915	0.766	0.66685
4	Office/Commercial	0.4 per 1,000 sq. ft. (office) 0.3 per 1,000 sq. ft. (retail)	19,878 sq. ft. 19,878 sq. ft.	7,9512 5,9634	4,174	0.00646	0.01292	8" in Health Drive	0.08207	0.16415	0.766	0.60185
5	Retail	0.3 per 1,000 sq. ft.	10,000 sq. ft.	3	900	0.00139	0.00279	8" in Metro Way	0.03779	0.07559	0.766	0.69041
6	Restaurant	3 per 1,000 sq. ft.	3,600 sq. ft.	10.8	3,240	0.00501	0.01003	8" in Metro Way	0.03231	0.06462	0.766	0.70138
7	Surface Parking	N/A		0	0	0.00000	0.00000					
9	Office/Commercial	0.4 per 1,000 sq. ft. (office)	30,869 sq. ft.	12,3476	3,704	0.00573	0.01146	8" in Metro Court	0.02757	0.05515	0.766	0.71085
10	Hospital	1.1 per bed	208 beds	228.8	68,640	0.10621	0.21242	12" in Metro Way	0.10487	0.20974	1.676	1.46626
11	Surface Parking	N/A		0	0	0.00000	0.00000	8" in Village Drive	0	0	0.766	0.76600
12	Open Space	N/A		0	0	0.00000	0.00000					
14	See Unit 35	N/A		0	0	0.00000	0.00000					
15	See Unit 35	N/A		0	0	0.00000	0.00000					
16	Medical Office	1.0 per 1,000 sq. ft.	164,364 sq. ft.	164.364	49,309	0.07630	0.15260	8" in easement	0.20425	0.40850	0.766	0.35750
17	Medical Office	1.0 per 1,000 sq. ft.	9,618 sq. ft.	9.618	2,885	0.00446	0.00893	12" in Metro Way	0.73454	1.46908	1.676	0.20692
18	Industrial	0.5 per 1,000 sq. ft.	21,837 sq. ft.	10.9185	3,276	0.00507	0.01014	12" in Metro Way	0.21108	0.42216	1.676	1.25384
19	Medical Office	1.0 per 1,000 sq. ft.	21,377 sq. ft.	21.377	6,413	0.00992	0.01985	8" in Metro Way	0.09495	0.18990	0.766	0.57610
20	Medical Office	1.0 per 1,000 sq. ft.	128,872 sq. ft.	128.872	38,662	0.05982	0.11964	12" in Metro Way	0.21615	0.43230	1.676	1.24370
21	Sports Center	1.0 per 1,000 sq. ft.	96,384 sq. ft.	96.384	28,915	0.04474	0.08948	12" in Gezon Parkway	0.77494	1.54989	1.676	0.12611
22	See Unit 23	N/A		0	0	0.00000	0.00000					
23	Medical Office	1.0 per 1,000 sq. ft.	54,259 sq. ft.	54.259	16,278	0.02519	0.05037	8" in Gezon Parkway	0.00000	0.00000	0.766	0.76600
24	Medical Office	1.0 per 1,000 sq. ft.	22,515 sq. ft.	22.515	6,755	0.01045	0.02090	8" in Gezon Parkway	0	0	0.766	0.76600
25	Medical Office	1.0 per 1,000 sq. ft.	31,658 sq. ft.	31.658	9,497	0.01470	0.02939	8" in Gezon Parkway	0.01045	0.02090	0.766	0.74510
27	Open Space	N/A		0	0	0.00000	0.00000					
28	Surface Parking	N/A		0	0	0.00000	0.00000					
29	Assisted Living/Comm.	0.5 per 1-bedroom 0.7 per 2-bedroom	12 1-bedrooms 2 2-bedrooms	6 1.4	2,489	0.00385	0.00770	8" in Metro Lane	0	0	0.766	0.76600
30	Medical Office	1.0 per 1,000 sq. ft.	23,164 sq. ft.	23.164	6,949	0.01075	0.02151	12" in Metro Way	0.57653	1.15307	1.676	0.52293
31	Medical Office	1.0 per 1,000 sq. ft.	29,700 sq. ft.	29.7	8,910	0.01379	0.02757	8" in Metro Lane	0	0	0.766	0.76600
32	Medical Office	1.0 per 1,000 sq. ft.	27,000 sq. ft.	27	8,100	0.01253	0.02507	8" in Metro Lane	0.01379	0.02757	0.766	0.73843
33	Convalescent Home	1.0 + 0.5 per bedroom	65 bedrooms	33.5	10,050	0.01555	0.03110	8" in easement	0.36672	0.73344	0.766	0.03256
34	Hotel	0.3 per bed	226 beds	67.8	20,340	0.03147	0.06295	8" in Metro Lane	0.02632	0.05264	0.766	0.71336
35	Medical Office	1.0 per 1,000 sq. ft.	440,000 sq. ft.	440	132,000	0.20425	0.40850	8" in easement	0	0	0.766	0.76600
36	Surface Parking	N/A		0	0	0.00000	0.00000					
36b	Medical Office	1.0 per 1,000 sq. ft.	350,000 sq. ft.	350	105,000	0.16247	0.32494	8" in easement	0.28055	0.56109	0.766	0.20491
39	Residential	0.5 per 1-bedroom 0.7 per 2-bedroom	69 1-bedrooms 11 2-bedrooms	34.5 7.7	12,660	0.01959	0.03918	8" in Village Drive	0.01959	0.03918	0.766	0.72682
40	Retail	0.3 per 1,000 sq. ft.	10,000 sq. ft.	3	900	0.00139	0.00279	8" in Village Drive	0	0	0.766	0.76600
41	See Unit 20					0.00000	0.00000					
42	Medical Office	1.0 per 1,000 sq. ft.	59,400 sq. ft.	59.4	17,820	0.02757	0.05515	8" in Metro Court	0	0	0.766	0.76600
45	Bank	0.4 per 1,000 sq. ft.	2,537 sq. ft.	1.0148	304	0.00047	0.00094	8" in Metro Way	0.03732	0.07464	0.766	0.69136

* 1 REU = 300 gallons per day
 ** Peak daily flowrate = 2x average daily flowrate
 *** Sewer capacity is determined using Mannings Equation in accordance with 10-States Standards minimum slopes
 **** Highlighted sections denote units within MHV 'Heart of the Village'

UNIT #	USE TYPE	REU UNIT FACTOR	UNIT MEASUREMENT	ESTIMATED REU	ESTIMATED FLOWRATE * (GAL. PER DAY)	ESTIMATED AVG. DAILY FLOWRATE (CUBIC FT PER SEC.)	ESTIMATED PEAK DAILY FLOWRATE ** (CUBIC FT PER SEC.)	RECEIVING SEWER	UPSTREAM FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	UPSTREAM FLOW INTO RECEIVING SEWER (CUBIC FEET PER SECOND)	RECEIVING SEWER CAPACITY ** (CUBIC FT PER SEC.)	EXCESS SEWER CAPACITY (CUBIC FT PER SEC.)
46	Medical Office	1.0 per 1,000 sq. ft.	62,100 sq. ft.	62.1	18,630	0.02883	0.05765	12" in Gezon Parkway	0.81969	1.63937	1.676	0.03663
47	Bank	0.4 per 1,000 sq. ft.	2,329 sq. ft.	0.9316	279	0.00043	0.00086	8" in Gezon Parkway	0.02635	0.05271	0.766	0.71329
48	Gas Station	1 + 0.2 per pump	8 pumps	2.6	780	0.00121	0.00241	8" in Gezon Parkway	0.02515	0.05029	0.766	0.71571
49	Grocery Store	1.1 per 1,000 sq. ft.	49,779 sq. ft.	54.7569	16,427	0.02542	0.05084	8" in Health Drive	0.05666	0.11333	0.766	0.65269
50	Commercial	0.3 per 1,000 sq. ft.	16,301 sq. ft.	4.8903	1,467	0.00227	0.00454	8" in Byron Center	0.08853	0.17707	0.766	0.58893
51	Medical Office	1.0 per 1,000 sq. ft.	13,500 sq. ft.	13.5	4,050	0.00627	0.01253	8" in Village Drive	0.05109	0.10217	0.766	0.66383
52	Convalescent Home	1.0 + 0.5 per bedroom	72 bedrooms	37	11,100	0.01718	0.03435	8" in Main Street	0.01959	0.03918	0.766	0.72682
53	Hotel	0.3 per bed	232 beds	69.6	20,880	0.03231	0.06462	8" in Metro Way	0	0	0.766	0.76600
54	Commercial	0.3 per 1,000 sq. ft.	10,833 sq. ft.	3.2499	975	0.00151	0.00302	8" in Village Drive	0.04958	0.09915	0.766	0.66685
55	Retail/Restaurant	0.3 per 1,000 sq. ft. (retail) 3 per 1,000 sq. ft. (restaur.)	12,000 sq. ft. 8,000 sq. ft.	3.6 24	8,280	0.01281	0.02562	8" in village Drive	0.03676	0.07353	0.766	0.69247

* 1 REU = 300 gallons per day
 ** Peak daily flowrate = 2x average daily flowrate
 *** Sewer capacity is determined using Mannings Equation in accordance with 10-States Standards minimum slopes
 **** Highlighted sections denote units within MHV 'Heart of the Village'

Stormwater Analysis

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)
3	Restaurant	Phase III West Detention Basin	85%	UNDEVELOPED	1.027
4	Office/Commercial	Phase III West Detention Basin	85%	74.4%	1.363
5	Bank	Phase III West Detention Basin	85%	UNDEVELOPED	1.322
6	Restaurant	Phase III West Detention Basin	85%	UNDEVELOPED	1.387
12	Open Space	Phase III West Detention Basin	85%	28.7%	1.007
39	Commercial/Residential	Phase III West Detention Basin	85%	UNDEVELOPED	1.425
40	Parking Deck	Phase III West Detention Basin	85%	UNDEVELOPED	1.015
45	Bank	Phase III West Detention Basin	85%	67.7%	1.032
49	Grocery Store	Phase III West Detention Basin	85%	UNDEVELOPED	2.349
50	Commercial	Phase III West Detention Basin	85%	83.2%	2.077
53	Hotel	Phase III West Detention Basin	85%	70.6%	1.372
54	Commercial	Phase III West Detention Basin	85%	UNDEVELOPED	1.000
55	Commercial	Phase III West Detention Basin	85%	UNDEVELOPED	1.498
	Roads	Phase III West Detention Basin	85%	60.0%	5.018
Total:					22.891 acres
Original Design Assumption:					27.300 acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)
7	Surface Parking	Phase IV West Detention Basin	76%	UNDEVELOPED	1.428
29	Residential	Phase IV West Detention Basin	76%	UNDEVELOPED	1.773
31	Medical Office	Phase IV West Detention Basin	76%	UNDEVELOPED	1.948
32	Medical Office	Phase IV West Detention Basin	76%	UNDEVELOPED	1.557
34	Hotel	Phase IV West Detention Basin	76%	78.8%	2.953
	Roads	Phase IV West Detention Basin	76%	60%	1.341
Total:					11.000 acres
Original Design Assumption:					11.000 acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)
9	Office/Commercial	Phase V West Detention Basin	77%	70.4%	5.004
42	Medical Office	Phase V West Detention Basin	77%	UNDEVELOPED	3.905
	Roads	Phase V West Detention Basin	77%	60.0%	0.287
Total:					8.909 acres
Original Design Assumption:					9.800 acres

UNIT #	USE TYPE	REGIONAL STORMWATER BASIN DISTRICT	ORIGINAL DESIGN, IMPERVIOUS SURFACE VALUE	EXISTING CONDITION, IMPERVIOUS SURFACE VALUE	DRAINAGE AREA (ACRES)
10	Hospital	GC-1B Region Detention Basin	38%	62.4%	27.366
11	Surface Parking	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.412
14	See Unit 35	GC-1B Region Detention Basin	38%	73.1%	1.001
15	See Unit 35	GC-1B Region Detention Basin	38%	UNDEVELOPED	2.100
16	Medical Office	GC-1B Region Detention Basin	38%	72.9%	4.723
17	Medical Office	GC-1B Region Detention Basin	38%	62.4%	1.284
18	Industrial	GC-1B Region Detention Basin	38%	72.4%	1.960
19	Medical Office	GC-1B Region Detention Basin	38%	47.8%	2.976
20	Medical Office	GC-1B Region Detention Basin	38%	61.4%	7.194
21	Sports Center	GC-1B Region Detention Basin	38%	57.1%	10.000
22	See Unit 23	GC-1B Region Detention Basin	38%	74.6%	2.380
23	Medical Office	GC-1B Region Detention Basin	38%	79.2%	1.947
24	Medical Office	GC-1B Region Detention Basin	38%	68.4%	2.315
25	Medical Office	GC-1B Region Detention Basin	38%	72.5%	2.448
28	Surface Parking	GC-1B Region Detention Basin	38%	75.3%	2.233
30	Medical Office	GC-1B Region Detention Basin	38%	74.9%	1.373
33	Convalescent Home	GC-1B Region Detention Basin	38%	73.5%	2.181
35	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.446
36b	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.482
41	See Unit 20	GC-1B Region Detention Basin	38%	61.4%	3.083
46	Medical Office	GC-1B Region Detention Basin	38%	UNDEVELOPED	4.138
47	Bank	Behan-Foley Regional Detention	38%	UNDEVELOPED	1.008
48	Gas Station	Behan-Foley Regional Detention	38%	77.8%	1.651
49	Grocery Store	Phase III West Detention Basin	38%	76.1%	2.349
51	Surface Parking	GC-1B Region Detention Basin	38%	UNDEVELOPED	1.297
52	Convalescent Home	GC-1B Region Detention Basin	38%	80.3%	1.993
	roads	GC-1B Region Detention Basin	38%	60.0%	15.474
Total:					108.814 acres
Original Design Assumption:					141.000 acres



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE A SPECIAL TRUNKLINE MAINTENANCE PERMIT WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION TO BREAK LIMITED ACCESS
RIGHT-OF-WAY AS PART OF THE 54TH STREET MEIJER ACCESS DRIVE PROJECT

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to construct a new entrance into 54th Street Meijer opposite of the US-131 southbound offramp.
2. The new access crosses through Federal Highway limited access right-of-way and has stipulations for use.
3. The Michigan Department of Transportation has submitted the attached City-State Special Trunkline Maintenance Permit outlining the rights and obligations for the parties.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Special Trunkline Maintenance Permit with MDOT to allow construction of a new entrance into 54th Street Meijer through Federal Highway limited access right-of-way as part of the 54th Street, Meijer Access Drive project.

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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

STAFF REPORT

Date: October 20, 2021

Subject: 54th Street Meijer Access Limited Access Right-of-way Break –
City/State Special Trunkline Maintenance Permit

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

Date of Meeting: November 1, 2021

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party allowing the City of Wyoming to break Federal Highway limited access right-of-way for the construction of the 54th Street Meijer access drive in Wyoming.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the reconfiguration of the 54th Street and Clyde Park left-turn storage. The project includes constructing a new Meijer access and expanding the left-turn storage for the Clyde Park intersection. Additionally, the project expands the 54th Street southbound offramp with an additional right-turn lane. The project will improve efficiency of travel in the area and improve safety. The project will add to the economic strength of our community.

DISCUSSION:

Attached is a City–State Special Trunkline Maintenance Permit between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the construction of a new access drive into the 54th Street Meijer. The project allows for greater 54th Street left-turn storage at Clyde Park Avenue. The new access drive will allow for increased mobility through the area and increase safety at the same time. The City-State Special Trunkline Maintenance Permit outlines the requirements for the new access drive to cross through Federal Highway limited access right-of-way. The agreement is necessary to accommodate the possible need to reconfigure the 54th Street and US-131 interchange at some point and remove or reconfigure the Meijer access drive to accommodate the proposed interchange design.

BUDGET IMPACT:

There is no budget impact with this Special Trunkline Maintenance Permit. A separate City-State Agreement will be submitted with the project construction.

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA
Control Section 41131
Permit Reference Number 75027
Job Number 130603CON
Contract 21-5226

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation intersection modifications constructed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the intersection modifications within the trunkline limited access right-of-way (ROW); and

WHEREAS, the DEPARTMENT and the Federal Highway Administration have approved a temporary breach in limited access ROW for the intersection modification; and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Right turn lane construction on the southbound Highway US-131 exit ramp at 54th Street, right turn lane construction along 54th Street from east of Clyde Park Avenue to the southbound Highway US-131 exit ramp, new driveway construction across from the southbound Highway US-131 exit ramp, median reconstruction along 54th Street between the southbound Highway US-131 entrance ramp and Clyde Park Avenue, including sidewalk construction and traffic signal installation work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 75027.
3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT along 54th Street. The right turn lane constructed along the south bound Highway US-131 exit ramp will be operated and maintained by the DEPARTMENT. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Grand Rapids Transportation Service Center.
 - A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.
 - B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
 - C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.
 - D. The AGENCY will close the existing driveway on the southside of 54th Street east of Clyde Park Avenue and not permit any new driveways between the proposed driveway and Clyde Park Avenue. The AGENCY will not permit new development adjacent to the proposed driveway in limited access ROW. The AGENCY will not permit new connections to

the new driveway other than the proposed plans. The AGENCY will obtain necessary agreements with private property owners for the proposed PROJECT.

E. The traffic signal shall be operated and maintained by the DEPARTMENT and the AGENCY per standard DEPARTMENT signals agreement and procedures.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

13. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RESURFACING OF
28TH STREET (M-11) FROM THE WEST CITY LIMIT TO US-131 FREEWAY

WHEREAS:

1. The Michigan Department of Transportation (MDOT), in cooperation with the City of Wyoming, proposes to resurface 28th Street (Highway M-11) from the west City limit to US-131 freeway.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt and performing joint repairs as needed.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$114,200, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the milling and resurfacing on 28th Street (M-11) from the west City limit to US-131 freeway.

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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: October 20, 2021

Subject: 28th Street (M-11) Resurfacing – City/State Agreement

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

Date of Meeting: November 1, 2021

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of 28th Street from the west City limit to US-131 freeway. The City of Wyoming's share of the project is \$114,200.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming supports participation of the MDOT project to resurface 28th Street from the west City limit to the US-131 freeway. The project includes milling the asphalt surface, repairing damaged joints, and repaving with new asphalt surface. The project will add to the economic strength of our community.

DISCUSSION:

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of 28th Street from the west City limit to US-131 freeway. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$3.3 million-dollar project is \$114,200.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

FEDERAL AID PROGRESS PAYMENT

DA
Control Section NH 41062; GF19 41062;
M 41062
Job Number 200585CON;
200585PE;
200585ROW
Federal Project 21A0991
Contract 21-5376

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Two course hot mix asphalt overlay and hot mix asphalt cold milling work along Highway M-11 from the west CITY limits easterly to Highway US-131, including joint repair work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$3,301,800

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical

construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FED AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$2,917,700	\$2,388,100	\$529,600	\$463,400	\$66,200
PE	\$ 380,600	\$ 0	\$380,600	\$333,000	\$47,600
ROW	\$ 3,500	\$ 0	\$ 3,500	\$ 3,100	\$ 400
TOTAL	\$3,301,800	\$2,388,100	\$913,700	\$799,500	\$114,200

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

9. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

10. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

11. All of the PROJECT work shall be done by the DEPARTMENT.

12. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

13. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE KENT COUNTY ROAD COMMISSION
TO PAY THE CITY OF WYOMING TO PERFORM WINTER MAINTENANCE ACTIVITIES
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City enter into a one-year agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities within the City of Wyoming.
2. The Kent County Road Commission is funded by the State of Michigan and these funds will be used to reimburse the City of Wyoming.
3. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2021 – 2022 winter season.
4. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities for the 2021-2022 winter season.
2. The City Council does hereby authorize the City Manager to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: October 18, 2021

Subject: Authorize Winter Maintenance Activities for Chicago Drive

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: November 1, 2021

RECOMMENDATION:

The Public Works Department recommends the City Council authorize the City Manager to enter into a one-year contract with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming. Winter maintenance activities will be reimbursed according to established rates as noted on the attached State of Michigan contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing winter maintenance activities on the portion of Chicago Drive located within the City will ensure that residents can enjoy the same level of winter maintenance service that all other major City streets have. The City has performed winter maintenance of this portion of Chicago Drive since 2019 with no loss of service to the remainder of the City.

DISCUSSION:

Historically, the Kent County Road Commission has provided winter road maintenance on the segment of Chicago Drive that is located within the City of Wyoming. This road segment is approximately 2.5 miles long and is located between Clyde Park Avenue (east boundary) and Porter Street (west boundary). Grand Rapids performs winter maintenance on Chicago Drive within their City, and Grandville performs winter maintenance on Chicago Drive within their City.

For the upcoming winter maintenance season, it is proposed that the City again enter into a one-year agreement with the Kent County Road Commission to pay the City to perform salting and plowing activities on the portion of Chicago Drive located in the City. Activities will be reimbursed from the Kent County Road Commission according to City labor rates, state equipment rates, material bid prices, and a set overhead percentage, as noted on the attached form. The Kent County Road Commission is funded by the State of Michigan, and these funds will be used to reimburse the City. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2021-2022 winter season.

BUDGET IMPACT:

Since the City will be reimbursed for all labor, equipment and materials used, there is no negative budgetary impact.

ATTACHMENT:
MDOT Form 0426

INSTRUCTIONS:

TO BE USED BY CONTRACT COUNTY OR MUNICIPALITY ONLY. SEE "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS".
NOTE: ALL CONTRACTS REQUIRE APPROVAL BY MDOT PRIOR TO THE START OF WORK. CONTRACTS \$25,000 OR GREATER REQUIRE ADDITIONAL MDOT DESIGNATED CONTRACT SPECIALIST APPROVAL. A COPY OF THE ADVERTISEMENT AND BID TABULATION ARE REQUIRED.

REGION Grand Region	TRANSPORTATION MAINTENANCE COORDINATOR Kurt Fritz	DATE 10/14/21																																	
COUNTY OR MUNICIPALITY Kent County Road Commission		<p align="center">Conditions of Equipment:</p> <p>a. All equipment furnished without an operator, will be in proper operating condition when delivered for use by MDOT. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to equipment is the responsibility of the vendor.</p> <p>b. When equipment and an operator or a service is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials and other expenses involved.</p> <p>The contract agency is hereby authorized to contract with the named contractor for equipment or service(s) as described.</p>																																	
ADDRESS: 1500 Scriber Ave. NW Grand Rapids, MI 49504																																			
AUTHORIZED SIGNATURE																																			
CONTRACTOR NAME City of Wyoming																																			
ADDRESS: 1155 28th St SW Wyoming, MI 49509-0905																																			
AUTHORIZED SIGNATURE <div style="text-align: right;">Approved to Form: </div>																																			
MDOT REGION ENGINEER OR DESIGNEE																																			
AUTHORIZED SIGNATURE																																			
<p>DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES</p> <p>Furnish labor and equipment, as needed, to provide winter maintenance services on Chicago Drive, from Clyde Park to Porter, as needed for the 2021-2022 winter season.</p> <p>Winter Maintenance and Patrol Services:</p> <p>Fully equipped winter maintenance truck 44,000 # minimum truck: \$ 103-107 an hour -Operator with Benefits \$ 72.19 - 125.73 an hour -De-icing material storage and handling \$ 10.00 a ton -Overhead including supervision 10%</p> <p>Not to exceed \$150,000</p> <p>LOCATION OF SERVICE (Trunkline Hwy. No, Route Section) Winter maintenance and patrol services, as needed, on Chicago Drive, from Clyde Park to Porter.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">NEW CONTRACT OR RENEWAL?</td> <td style="width:40%;">RENEWALS: ORIGINAL STAMPED DATE OF APPROVAL</td> <td style="width:30%;">NEW CONTRACT: TERM OF CONTRACT From: 11/01/21 To: 09/30/22</td> </tr> <tr> <td>NUMBER OF YEARS OF CONTRACT</td> <td>NUMBER OF OPTIONS FOR RENEWAL</td> <td>COST PER YEAR</td> </tr> <tr> <td>NUMBER OF BIDS RECEIVED</td> <td>SOURCE OF FUNDING</td> <td>ENGINEERS ESTIMATE \$150,000.00</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">TYPE OF WORK / SERVICE</th> <th style="width:10%;">QUANTITY</th> <th style="width:15%;">UNIT COST</th> <th style="width:15%;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td>Estimated Amount</td> <td align="center">1</td> <td align="right">150,000</td> <td align="right">\$150,000.00</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td align="right">\$0.00</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td align="right">\$0.00</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td align="right">\$0.00</td> </tr> <tr> <td align="right" colspan="3">TOTAL</td> <td align="right">\$150,000.00</td> </tr> </tbody> </table> <p>IT IS PROPOSED, SUBJECT TO THE CONDITIONS LISTED ABOVE, TO CONTRACT WITH ABOVE NAMED COUNTY OR MUNICIPALITY TO FURNISH THE EQUIPMENT OR SERVICE(S) LISTED ABOVE. OPERATOR'S WAGES ARE INCLUDED IN THE UNIT BID PRICE.</p> <p>Total Subcontract Amount: \$ <u>150,000.00</u></p> <p><i>The vendor shall save harmless and indemnify the State, MDOT and the Michigan State Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work described and to its completion.</i></p>			NEW CONTRACT OR RENEWAL?	RENEWALS: ORIGINAL STAMPED DATE OF APPROVAL	NEW CONTRACT: TERM OF CONTRACT From: 11/01/21 To: 09/30/22	NUMBER OF YEARS OF CONTRACT	NUMBER OF OPTIONS FOR RENEWAL	COST PER YEAR	NUMBER OF BIDS RECEIVED	SOURCE OF FUNDING	ENGINEERS ESTIMATE \$150,000.00	TYPE OF WORK / SERVICE	QUANTITY	UNIT COST	TOTAL COST	Estimated Amount	1	150,000	\$150,000.00				\$0.00				\$0.00				\$0.00	TOTAL			\$150,000.00
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AUTHORIZED CONTRACT SPECIALIST SIGNATURE OF APPROVAL		DATE																																	
NOTE:																																			

**APPENDIX B (County) & APPENDIX C (Municipality)
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FOR INSTALLATION AND REPLACEMENT
OF SECURITY ACCESS DOOR CARD READERS AND ASSOCIATED DOOR
HARDWARE AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept the proposals from Allied Universal Technology Services, Fisher Door, and Hardware Inc. for the installation and replacement of security access door card readers and the associated door hardware at City Hall.
2. It is estimated the City will spend approximately \$42,783.76.
3. Funding for these improvements are proposed through the American Rescue Plan (ARPA).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals from Allied Universal Technology Services, Fisher Door, and Hardware Inc. for the installation of additional and replacement security access door card readers and the associated door hardware at City Hall.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.
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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Staff Report – Support From IT Department
Contracts (3)

Resolution No. _____

STAFF REPORT

Date: October 25, 2021

Subject: City Hall Security Improvements – Card Readers and Hardware Proposal

From: Troy Rinks, Facilities Foreman

Meeting Date: November 1, 2021

RECOMMENDATION:

It is recommended that the City Council approve the proposals received by and enter contracts with Allied Universal Technology Services and Fisher Door & Hardware Inc. for the installation of additional and replacement security access door card readers and the associated door hardware at City Hall in the amount of \$42,783.76.

COMMUNITY, SAFETY, STEWARDSHIP:

Door security additions to improve safety and enhance aging technology are proposed for City Hall. These improvements will allow better control of exterior doors, provide isolation hardware and monitoring of interior doors, and provide installation of panic buttons at strategic locations within City Hall and Council Chambers. The updated security system and its associated hardware and equipment is necessary for daily city hall operations and will help keep guests, citizens, staff, and city council safe from external threats. Funding for these improvements is proposed through American Rescue Plan (ARPA) monies already received by the City.

DISCUSSION:

This security update project includes replacement of existing security door access card readers with installation of new updated equipment and hardware on exterior and interior doors where readers are currently present. Existing key card and security systems at City Hall are approximately 20 years old and not compatible with additional door access monitoring and improvements. The proposed improvements utilize a different key card that is more available and over half the cost of the current reading system. Also included are two additional “panic/duress” button locations, four additional card reader locations, three double-door magnetic hold open devices, all to be interconnected with existing fire alarm system.

Upgrades will be coordinated by the City Facilities Division and Information Technology Department. Door hardware upgrade purchases are recommended from Fisher Door & Hardware, Inc., with whom the City has contracted with for other door hardware purchases. The recommended vendor for the security card reading improvements is Allied Universal Technology Services, who recently was awarded a bid for similar improvements at the City Court building.

BUDGET IMPACT:

Sufficient funds are available in the 285-Federal Grants Fund.

ATTACHMENTS:

Project Concurrence Staff Report from City IT Department

Allied Universal Technology Services Contract – Card Access Additions

Allied Universal Technology Services Contract – Upgrade to Smart Card Technology

Fisher Door and Hardware, Inc. Contract

STAFF REPORT

DATE: October 27, 2021

SUBJECT: City Hall Security Improvements – Card Readers and Hardware Proposal

FROM: Pat Firestone, Director of Information Technology

MEETING DATE: November 1, 2021

RECOMMENDATION:

The Information Technology department supports the recommendation that the City Council authorize the proposal for *City Hall Security Improvements – Card Readers and Hardware* as outlined in the Staff Report and supporting documentation from Public Works–Facilities, in the amount of \$42,783.76.

COMMUNITY, SAFETY, STEWARDSHIP:

Refer to staff report: *City Hall Security Improvements – Card Readers and Hardware* Proposal from Troy Rinks, Facilities Foreman.

DISCUSSION:

Information Technology staff has been researching the technology (HID cards and readers) proposed in this solution and support the move to this newer technology. Our current technology (COTAG cards and readers) availability is limited and more costly. Also, the newer technology offers more flexibility, such as integrated City ID/Door entry solutions. Information Technology has reviewed the required specifications for the software and hardware solutions, which were found to be fully compliant with our current City of Wyoming computing environment, with minimal impact on computing infrastructure resources.

BUDGET IMPACT:

Funding for this project is addressed in the staff report submitted by Troy Rinks, Facilities Foreman.

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 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Allied Universal Technology Services
[Name of contracting entity]
A limited liability company of the state of Delaware
[State and type of entity, e.g., corporation, limited liability company, etc.]
5975 Crossroads Commerce Parkway
[Contractor's street address]
Wyoming, MI 49519
[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: October 18, 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

By: _____
Jack A. Poll, Mayor

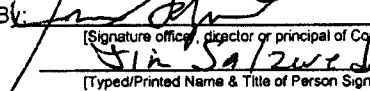
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Allied Universal Technology Services

By: 

[Signature of officer, director or principal of Contractor]
Jim Salzwedel
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10-21, 2021

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. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (SAM) list and be in good standing (i.e., not suspended or debarred from receiving federal funds).

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 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:

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



Security Solution Proposal

City Of Wyoming

1155 28th St. SW
Wyoming, MI 49509

October 18, 2021

Paul Gerndt

Upgrade to Smart Card technology

Proposal Submitted

By



There for you.

Proposal No. 41763-1-0

5975 Crossroads Commerce Parkway
Wyoming, MI 49519-

Upgrade to Smart Card technology Statement of Work

Place of Performance

City Of Wyoming
1155 28th St. SW
Wyoming, MI 49509

Primary Point of Contact

Paul Gerndt
City Of Wyoming
(616)-530-7228
paul.gerndt@wyomingmi.gov

Scope

Remove and replace 14 existing Cotage readers with new I-class smart card reader along with supplying 200 new I-class HID dual print access cards

Program new card type and reader type in data base and train customer on programming new cards and to create new badge template in the DSX data base

Due to the current foot print size of the existing reader being much larger than the new readers, the City at their cost will need to paint around that section of the readers



Upgrade to Smart Card technology

Customer Number: 1057474

City Of Wyoming

1155 28th St. SW
Wyoming, MI 49509

Contact: Paul Gerndt
Phone: (616)-530-7228
Email: paul.gerndt@wyomingmi.gov

Proposal No.: 41763-1-0
Date: October 18, 2021
Your Reference:
Valid To: 11/17/2021
Payment Terms: Net 30
Quoted By: James Salzwedel
Phone: (616)-260-3922
Email: jim.salzwedel@aus.com

Materials

QTY	Description	Unit Price	Ext.Price
200	HID:Card, iClass, 16K Bits, w/ 2 Applica	\$6.43	\$1,286.00
14	HID:Signo 40 Mullion Reader, Std, Term	\$219.69	\$3,075.66

Supplies & Materials:

QTY	Description	Ext.Price
1	Freight	\$58.16
1	Warranty	\$174.47
5	Mileage Fee	\$25.00

Investment Summary

Total Equipment	\$4,361.66
Total Labor	\$5,009.60
Total Supplies & Materials	\$257.63
Total Proposal Amount	\$9,628.89

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Monthly Project Invoicing**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (the "Company" or "We"), to provide Equipment and Services to the entity or person whose name appears in the **Proposal** (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the **Proposal**. The Terms, the **Proposal** and any Rider(s) collectively form the "**Agreement**".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**LSaaS Services**" shall mean the licensed software-as-a-service based software, technology and other equipment as identified in the **Proposal**.
- g. "**Monitoring Services**" shall mean the Services pertaining to Company's burglar, fire and/or environmental alarm and video monitoring as set forth in the **Proposal**.
- h. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- i. "**Service and Maintenance Services**" shall mean the service and maintenance of the Equipment specified in any Proposal.
- j. "**Services**" shall mean the services identified in the **Proposal** or in the attached rider.
- k. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.

2. **Scope of Services:**

A. Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. However, certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("**Third Party Products and Services**"). The Company shall have no responsibility for the performance of such Third Party Products and Services, including the maintenance, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the **Proposal**. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. The Agreement shall be governed by the general terms and conditions set forth in these Terms ("**General Terms**"), and the

Company's provision of the LSaaS Services, Monitoring, and Service and Maintenance Services shall be further governed by the terms and conditions available at <https://www.aus.com/service-terms>, unless Client has a Rider that has been executed by the parties and applies to such LSaaS Services and Monitoring Services.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.

4. **Warranties and Undertakings:**

A. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, COMPANY WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, COMPANY SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. COMPANY RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

B. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

C. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within five (5) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, WITH RESPECT TO THE SERVICES, SYSTEMS AND EQUIPMENT. THIS AGREEMENT AND THE SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES, AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE SERVICES AS TO ANY THIRD PARTIES.

5. **INSURANCE; LIMITATIONS OF LIABILITY:**

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. **Installation and Service; System Removal:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

8. **Title to Equipment, System and Panel:** In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

9. **Equipment Returns:** You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in

its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due.

B. Company reserves the right on any project to charge and invoice the Client fifty (50%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. The company reserves the right to not begin project work until the mobilization invoice payment is received by the Client.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, "Force Majeure"). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability:** If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications:** No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate:** Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party's termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other

rights and remedies available to the parties.

19. **Regulatory Considerations:** Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, "Governmental Regulations") applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs:** In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client's payments for Services shall be increased by the amount of the increase in Company's costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Confidential and Proprietary Information:** Company and Client acknowledge that the Agreement may impose upon either or both parties the obligations concerning Confidential Information (as defined below) of the other party, and if so, each party shall comply with all such obligations imposed upon it in the Agreement. "Confidential Information" means all information that is provided by the disclosing party to the receiving party for use in connection with the Systems, Equipment or Services, but does not include: (a) information the receiving party already knows prior to such disclosure; (b) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement; and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes (subject to the foregoing specific exclusions): (i) the terms of this Agreement; (ii) non-public personal or financial information relating to Client, a party's employees, customers or clients; and (iv) all trade secrets, proprietary data, information or documentation, or pricing or product information that the disclosing party provides to the receiving party.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: 
Sales Representative Signature

By: _____
Client Signature

By: Jim Szewdel
Sales Representative Printed Name

By: _____
Client Printed Name

Date: 10-21-2021

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
City Of Wyoming

Billing Information

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

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 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Allied Universal Technology Services
[Name of contracting entity]
A limited liability company of the state of Delaware
[State and type of entity, e.g. corporation, limited liability company, etc.]
5975 Crossroads Commerce Parkway
[Contractor's street address]
Wyoming, MI 49519
[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: October 18, 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.

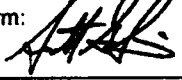
City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

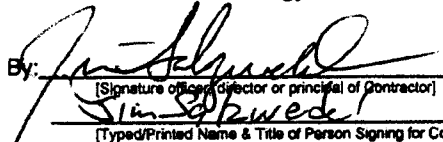
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Allied Universal Technology Services

By: 

[Signature of officer, director or principal of Contractor]
Jim Schwede
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10-20, 2021

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. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

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 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:

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



Security Solution Proposal

City Of Wyoming

1155 28th St. SW
Wyoming, MI 49509

October 18, 2021

Troy Rinks

Card Access Additions

Proposal Submitted
By



There for you.

Proposal No. 49465-1-0

5975 Crossroads Commerce Parkway
Wyoming, MI 49519-

Card Access Additions Statement of Work

Place of Performance

City Of Wyoming
1155 28th St. SW
Wyoming, MI 49509

Primary Point of Contact

Troy Rinks
City Of Wyoming
(616)-292-8977
troy.rinks@wyomingmi.gov

Objective

Provide security upgrades to enhance the existing access control system with lock-down and add card readers to doors previously not covered.

Scope of Work

Allied Universal Technology Services (AUTS) will provide and install security enhancements and additions to the access control system as follows:

- 1.) Four (4) new card readers will be added to the existing access control system and will reside on one (1) new eight (8) reader capacity controller leaving four (4) spare reader ports open for future expansion.
- 2.) Two (2) duress buttons will be added to the system to trigger an alert to the City Dispatch Console and to allow doors to swing closed that are held open by new and existing magnetic holders. Duress buttons will be installed, one (1) each, at the existing building entry kiosk and at the board room speakers desk. The duress function will also allow the Customers choice of other doors in the system to lock and/or be restricted to some or all card activity.
- 3.) Three (3) new sets of double-doors will have new magnetic hold-open devices installed on them for door closing function under a duress signal and two (2) doors with existing magnetic hold-open devices will be provided this same function via interconnection and programming. (Supplied By Fisher Door)
- 4.) Interconnection to the existing fire alarm system via connectivity provided by the Customer will be included to maintain building safety codes.

Customer and Third Party Equipment and Services

The electrical locking hardware is to be provided and installed by others and is not included in this quotation.

Owner to provide Points of Connection from their Fire Alarm System Contractor at the location of (AUTS) installed access control panels for fire service release of delayed egress or other qualifying door hardware sets.

Owner's IT representative must be present or readily available during Allied programming time on site.

Workstations, monitors, keyboards & mice are to be provided and installed by the Owner.

Owner is responsible to furnish where required, unswitched 110VAC power for direct connection to equipment or provide duplex power receptacles as may be required for equipment plug-in transformer connection.

Clarifications and Exceptions

All work is to be performed Monday through Friday, 8:00 am to 5:00 pm excluding holidays. Work to be completed outside of these stated hours may involve additional costs.

Labor time needed for any required safety classes, work reviews, classroom instruction or health screening is not included in this quotation.

Conduit, Wiremold or other Wire Raceways are not included in this quotation unless otherwise noted.

The assumption is made that the existing server has appropriate bandwidth, storage and/or proper licensing capacities otherwise additional fees may apply.

Electric locking hardware must be of the same voltage across all hardware otherwise additional fees may apply.

Electric locking hardware that exceeds a current draw of 250mA at 24VDC may require additional power supplies which are not included in this quote.

Additional fire detection devices, necessary to meet the requirements of special codes, the Local Authority Having Jurisdiction or the owner's insurance company, are not included and, if required, will be furnished at an additional cost.

The assumption is made that the devices, cable plants and conduits to be re-utilized or connected to as part of this project are intact, compatible and in good working order otherwise additional fees may apply.

Test signals sent after re-programming do not constitute a complete system inspection.

Card Access Additions

Customer Number: 1057474
City Of Wyoming
1155 28th St. SW
Wyoming, MI 49509

Contact: Troy Rinks
Phone: (616)-292-8977
Email: troy.rinks@wyomingmi.gov

Proposal No.: 49465-1-0
Date: October 18, 2021
Your Reference:
Valid To: 11/17/2021
Payment Terms: Net 30
Quoted By: James Salzwedel
Phone: (616)-260-3922
Email: jim.salzwedel@aus.com

Access Control Additions

QTY	Description	Unit Price	Ext. Price
1	DSX:NVMC (Nonvolatile Memory Processor)	\$3,480.77	\$3,480.77
1	DSX:Lock PWR SUPPLY, 110VAC-27V 11A 320W	\$257.69	\$257.69
4	HID:Signo 40 Wall Reader, Std, Pigt	\$219.69	\$878.76
1	ALT:Power Supply, 2.5 Amp/12 Or 24 VDC,	\$230.42	\$230.42
5	PWS:Battery, SLA, 12V 7Ah F1	\$17.37	\$86.85
2	ALT:RELAY 12-24VDC @2A DPDT	\$11.48	\$22.96
2	POT:Latching Double Hold-Up Switch SPDT (duress button)	\$11.97	\$23.94
1	WCW:22-3P OAS STR CMP Yel Stp 1000' (reader)	\$306.15	\$306.15
1	WCW:18-04 UNS STR CMP Wht Jkt 1000' (strike)	\$346.15	\$346.15
1	WCW:16-02 UNS SOL FPLP Red Jkt 1000' (hold-open mags)	\$240.00	\$240.00
1	WCW:22-04 UNS STR CMP Wht Jkt 1000' (duress)	\$176.92	\$176.92
6	DTK:Surge Protector, Electric Switch Sup	\$35.78	\$214.68

Supplies & Materials:

QTY	Description	Ext. Price
1	Freight	\$187.96
1	Miscellaneous Equipment	\$385.56
11	Mileage Fee	\$110.00
1	Warranty	\$250.61
1	General Permit	\$250.00
1	Conduit, Boxes, Fittings	\$269.23

Investment Summary

Total Equipment	\$6,265.29
Total Labor	\$11,991.22
Total Supplies & Materials	\$1,453.36
Total Proposal Amount	\$19,709.87

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Monthly Project Invoicing**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**LSaaS Services**" shall mean the licensed software-as-a-service based software, technology and other equipment as identified in the **Proposal**.
- g. "**Monitoring Services**" shall mean the Services pertaining to Company's burglar, fire and/or environmental alarm and video monitoring as set forth in the **Proposal**.
- h. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- i. "**Service and Maintenance Services**" shall mean the service and maintenance of the Equipment specified in any Proposal.
- j. "**Services**" shall mean the services identified in the **Proposal** or in the attached rider.
- k. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.

2. **Scope of Services:**

A. Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. However, certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("**Third Party Products and Services**"). The Company shall have no responsibility for the performance of such Third Party Products and Services, including the maintenance, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the **Proposal**. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. The Agreement shall be governed by the general terms and conditions set forth in these Terms ("**General Terms**"), and the Company's provision of the LSaaS Services, Monitoring, and Service and Maintenance Services shall be further governed by the terms and conditions available at <https://www.aus.com/service-terms>, unless Client has a Rider that has been executed by the parties and applies to such LSaaS Services and Monitoring Services.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services.

You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.

4. Warranties and Undertakings:

A. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, COMPANY WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, COMPANY SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. COMPANY RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

B. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

C. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within five (5) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, WITH RESPECT TO THE SERVICES, SYSTEMS AND EQUIPMENT. THIS AGREEMENT AND THE SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES, AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE SERVICES AS TO ANY THIRD PARTIES.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURANCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT

CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. **Installation and Service; System Removal:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

8. **Title to Equipment, System and Panel:** In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

9. **Equipment Returns:** You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that

are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due.

B. Company reserves the right on any project to charge and invoice the Client fifty (50%) percent of the entire Proposal amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. The company reserves the right to not begin project work until the mobilization invoice payment is received by the Client.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, "Force Majeure"). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability:** If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications:** No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate:** Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party's termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

19. **Regulatory Considerations:** Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, "Governmental Regulations") applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs:** In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client's payments for Services shall be increased by the amount of the increase in Company's costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Confidential and Proprietary Information:** Company and Client acknowledge that the Agreement may impose upon either or both parties the obligations concerning Confidential Information (as defined below) of the other party, and if so, each party shall comply with all such obligations imposed upon it in the Agreement. "Confidential Information" means all information that is provided by the disclosing party to the receiving party for use in connection with the Systems, Equipment or Services, but does not include: (a) information the receiving party already knows prior to such disclosure; (b) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement; and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes (subject to the foregoing specific exclusions): (i) the terms of this Agreement; (ii) non-public personal or financial information relating to Client, a party's employees, customers or clients; and (iv) all trade secrets, proprietary data, information or documentation, or pricing or product information that the disclosing party provides to the receiving party.



BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: [Signature]
Sales Representative Signature

By: _____
Client Signature

By: Jim Sakwehl
Sales Representative Printed Name

By: _____
Client Printed Name

Date: 10-20-2021

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
City Of Wyoming

Billing Information

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

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 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Fisher Door & Hardware, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
1355 Gezon Parkway, SW
(Contractor's street address)
Wyoming, MI 49509
(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: October 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

Fisher Door & Hardware, Inc.

By: _____
Jack A. Poll, Mayor

By: [Signature]
(Signature of officer, director or principal of Contractor)
MIKE WISOTE / Project Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 10/20/21

Date signed: _____, 20__

Approved as to form: [Signature]
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. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (SAM) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

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 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:

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



DOOR & HARDWARE, INC.

1355 Gezon Parkway, S.W., Wyoming, Michigan 49509

Telephone: (616) 249-2200

Fax: (616) 249-2220

PROPOSAL

Date: 10/4/21

To: City of Wyoming

Attn: Troy Rinks

Project: Security Hardware

Hardware:

Council Chambers 158*

2-Magnetic wall releases

2-Von Duprin Panic bars with surface vertical rods

2-Polished chrome offset pull handles with 12" centers

1-Housing for a removable core cylinder

Council Kitchen

1-Push plate – remove existing door handle

West Hall Fire Doors

2-Von Duprin Handles for a series 33 panic bar

2-Removable core housings

Conference Room 157*

1-HES Electric strike

1- LCN Door closers with hold open function and fire/security automatic release

Stairwells 108* and 129*

2-HES 9600 Electric strikes

Second Floor Waiting Area*

2-LCN Door closers with hold open function and fire/security automatic release

2-Von Duprin concealed bottom rods and latches

The sum total of **\$13,445.00***, includes material and installation

****Notes:***

Price valid for 30 days after date written

Price does not include necessary power supply or wiring to hardware as needed

Proposal accepted by _____ Date: _____

(a signed copy of this or a purchase order must be received by us in accepting this proposal)

Proposal submitted by _____ **Mike Wertz** _____

PLEASE READ

Payment is required at the time of installation or delivery if you are not set up on an account. If you have an account with us, payment is due no later than 30 days beyond the date invoiced.

A 2 % monthly service charge will be added to all invoices that are not paid within 30 days of the invoice date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER 2
FROM BLACK AND VEATCH LTD OF MICHIGAN
TO AMEND THE SCOPE OF SERVICES
FOR THE ULTRAVIOLET DISINFECTION PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept amendment number 2 from Black and Veatch Ltd of Michigan to amend the scope of services for the ultraviolet disinfection project at the Clean Water Plant in the total estimated cost of \$41,065.00.
2. Funds for the project are available in the Sewer Fund Capital Outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment number 2 from Black and Veatch Ltd of Michigan to amend the scope of services for the ultraviolet disinfection project.

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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amendment No. 2 Proposal

STAFF REPORT

Date: October 21, 2021

Subject: Ultraviolet Light Disinfection Project

From: Jon Burke, Clean Water Plant Superintendent

Meeting Date: November 1, 2021

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Black & Veatch Ltd of Michigan to amend the scope of services outlined in the original design, bid, and construction contract for the ultraviolet (UV) disinfection project at the Clean Water Plant. We are recommending acceptance of Amendment 2, at a cost of \$41,065.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. The expense of running an ultraviolet disinfection system is comparable to the existing chemical chlorine/sulfur dioxide method and offers significant safety advantages for plant staff and the surrounding community.

DISCUSSION:

On November 18th, 2019, with Resolution No. 26548, the City Council entered into an agreement with Black & Veatch to complete the design, bid, and construction phase of the project. The construction phase of this project started shortly into the 2020 calendar year and although the weather has cooperated, the project has seen its share of construction and material delivery delays. The estimate is that the project is currently around 2 months behind schedule with the anticipated completion date sometime in early 2022.

Wyoming staff has been able to monitor the vast majority of the construction phase of the project, but we acknowledge that there are some structural tests and special inspections that our staff are not qualified to judge. These inspections, tests, and some additional design elements were addressed in Amendment 1, which the City Council approved with Resolution No. 26840 on November 16, 2020.

Amendment 1 included engineering and inspection estimates from Black & Veatch that they anticipated during the construction phase of the contract and was approved at the same time that the construction contract was awarded to Davis Construction. However, since the actual means and methods of construction as well as the sequence of construction are up to the contractor, Amendment 1 addressed our best estimate of the additional engineering and inspection work required, which turns out to have been low. This has created a budget shortfall for these services and additional time is needed to complete the required tasks to finish the project. The additional tasks, detailed in the attached Amendment 2, total \$41,065.00, bringing the total not-to-exceed

cost of the design, bid, and construction inspection contract with Black & Veatch to \$1,110,868.00.

BUDGET IMPACT:

The cost to perform this additional work is \$41,065.00. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.



October 19, 2021

Jon Burke
Superintendent
Clean Water Plant
Grandville, MI 49418

Subject: Wyoming CWP UV Disinfection and Effluent Pumping Design, Bid and CPS – Amendment 2

Dear Mr. Burke:

Black & Veatch (BV) is pleased to submit this proposal to provide additional engineering services as described in Amendment 2 related to the Wyoming CWP UV Disinfection and Effluent Pumping Design, Bid and CPS project. We greatly appreciate the opportunity to continue to assist the City with this critical project. If you have any questions feel free to contact Heather Cheslek at CheslekHA@bv.com or 616-710-3446.

Very truly yours,

BLACK & VEATCH LTD OF MICHIGAN

David S Koch

Digitally signed by Koch, David
S.
Location: Chicago, IL USA
Reason: I am approving this
Document
Contact info: KochDS@bv.com
Date: 2021.10.21
12:04:20 -05'00'

David S. Koch, PE
Associate Vice President

Enclosure(s)

cc: Heather Cheslek, PE – BV

**SCOPE OF SERVICES FOR
AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
CWP UV DISINFECTION DESIGN, BID AND CONSTRUCTION PHASE SERVICES**

This Amendment 2 is made between the City of Wyoming (City) and Black & Veatch Ltd of Michigan (Professional). This Amendment 2 incorporates the Scope of Services for additional services described herein.

SCOPE OF SERVICES

Task 312 – Special Inspections and Testing

As described in Amendment 1, Professional will coordinate with the City and furnish qualified Special Inspections Representative and Special Inspectors to observe the Contractor's work and perform the services listed in 014553.3 Structural Tests and Special Inspections.

The scope of services for this task is limited to the number of site visits outlined in Amendment 1 as well as those listed in the table below. The number of site visits per inspection item required results in a total of 122 site visits included in this scope of services.

Inspection Item Description	Number of Site Visits
Concrete rebar (BV)	15
Concrete strength tests (MTC)	21
Concrete curing (MTC)	8
Erection of precast members (BV)	3
Masonry for occupancy category I, II, or III structures (BV)	2
Observe and testing of preparation of required grout specimens, mortar specimens, and/or prisms (MTC)	2
Welding inspection (MTC)	3
Engineered fill and backfill (MTC)	2

Attachment A, hereto attached, summarizes the amended Contract Price.

ATTACHMENT A

SUMMARY OF AMENDED CONTRACT PRICE

Original Agreement	\$942,422.00
Amendment No. 1	\$127,381.00
Amendment No. 2	<u>\$41,065.00</u>
Total – Not to Exceed	\$1,110,868.00

City of Wyoming
Clean Water Plant Ultraviolet Disinfection Design, Construction Phase Services - Amendment 2
Level of Effort
October 19, 2021



Description	Project Manager	Engineering Manager	Structural	Finance & Administrative	Hours	Total Fee	
						\$	\$
Task 312 - Special Inspections and Testing	4	66	132	20	222	\$	41,065
Total - Amendment 2	4	66	132	20	222	\$ 23,571	\$ 17,494
						\$	41,065

RESOLUTION NO. _____

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

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Automotive Body Repairs	Auto Body Xperts	Bid prices as shown on the attached bid proposal form.

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 November 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Tabulation Sheet
Contract

Resolution No. _____

STAFF REPORT

DATE: October 20, 2021

SUBJECT: Bid Award – Automotive Body Repairs

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 1, 2021

RECOMMENDATION

It is recommended that the City Council award the bid for Automotive Body Repair through December 1, 2022 to the lone bidder, Auto Body Xperts, for the hourly rates as noted on the attached bid proposal form.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper repair of City vehicles is necessary to ensure that City functions can be performed in an effective and safe manner. The Fleet Services Division does not have the required expertise, equipment or materials to safely perform automotive body repair, requiring that this portion of vehicle maintenance be performed outside the organization.

DISCUSSION

On October 12, 2021, the City Clerk received one bid for automotive body repair, 87 invitations to bid that were sent out.

The City of Wyoming operates a fleet of approximately 300 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident, and the damage sustained by the vehicles needs to be repaired. Accident damage typically requires unique skills, special tools and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repair to an outside contractor.

It is recommended the bid be awarded to the lone bid received from Auto Body Xperts at the hourly rates as shown on the attached bid proposal form. These rates are approximately 6% higher than the rates for 2020.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Equipment Operations, Repairs and Maintenance account number 661-441-58200-930.000.

BID/PROPOSAL FORM CONTINUED

Type of Vehicle:	Rate Per Hour For:			Transportation Charges (Per Mile)
	Body Labor	Paint Labor	Paint Material	
Cars	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0
Police Cars	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0
Vans	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0
Light Duty Trucks	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0
Medium Duty Trucks	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0
Heavy Duty Trucks	36 ⁰⁰	36 ⁰⁰	27 ⁰⁰	0

Software used to calculate R&R times and paint times: CCE information Services

Auto Body Xperts
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Amanda Beron
[Signature for proponent]

[2nd signature for proponent]

Amanda Beron
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 10/16/21

3483 Highland Dr
[Proponent's street address]

[Proponent's business phone]

Hudsonville MI 49426
[City] [State] [Zip]

616 669 6692 or 616 292 4454
[Cell phone number(s) of person(s) signing for proponent]

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



AUTO BODY REPAIR CONTRACT

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

Recitals

City requested bids/proposals for the **Auto Body Repair** 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 October 12, 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:

Auto Body Xperts - Hudsonville
LEGAL NAME OF COMPANY

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

Collision - Michigan
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

3483 Highland dr
STREET ADDRESS

Hudsonville MI 49426
CITY STATE ZIP CODE

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

Terms and Conditions

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

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


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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 
Signature for Contractor

Amanda Berzga
Printed Name & Title of Person Signing

Date signed: 10/6/21

ORDINANCE NO. 23-21

ORDINANCE TO AMEND CHAPTER 2, ARTICLE III OF THE CODE OF ORDINANCES
TO ADD DIVISION 6 TO PROVIDE FOR BOARD OF REVIEW MEMBERSHIP AND
ACTION IN ACCORDANCE WITH STATE LAW

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 2, Article III of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 6 to read as follows:

DIVISION 6. – BOARD OF REVIEW.

Sec. 2-221. – Board of Review Membership, Quorum.

(1) Pursuant to section 28 of the general property tax act, 1893 PA 206, MCL 211.28, the city's board of review shall be comprised of 3 members and 2 alternate members appointed by the city council.

(a) All members must be city electors.

(b) Two of the three regular members and both alternate members must be property taxpayers of the city.

(c) No council member may serve on the board of review.

(d) A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the city assessor may not serve on the board of review or fill any vacancy.

(2) An alternate member may be called to perform the duties of a regular member of the board of review in the absence of the regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision in issues protested in which a regular member has abstained for reasons of conflict of interest.

(3) At least 2 members (who may be one or more regular members and/or one or more alternates performing in the absence of a regular member) must be present to conduct any business or hearings of the board of review.

(4) A majority of the 3-member board of review (who may be one or more regular members and/or one or more alternates performing in the absence of a regular member) shall indorse the assessment roll as provided in section 30 of the general property tax act, 1893 PA 206, MCL 211.30. The duties and responsibilities of the board contained in section 29 of the general property tax act, 1893 PA 206, MCL 211.29, shall be carried out by a majority of the 3-member board of review (who may be one or more regular members and/or one or more alternates performing in the absence of a regular member) and a majority constitutes a quorum for those purposes.

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 23-21

STAFF REPORT

Date: September 16, 2021
Subjects: Board of Review Ordinance
From: Scott Engerson, Assessor, and Scott Smith, City Attorney
Meeting Date: October 4, 2021

RECOMMENDATION:

Adopt the Ordinance to Amend Chapter 2, Article III of the Code of Ordinances, City of Wyoming to Add Division 6 to Provide for Board of Review Membership and Action in Accordance with State Law.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is advanced by providing board membership that fits within the guidance provided by state law, particularly when it allows for greater participation in those boards.

Safety – Safety is not affected by this proposed ordinance.

Stewardship – The proposed ordinance will minimize the numbers of persons traditionally involved in the board of review process, reduce staff and council member time needed to recruit from a limited pool of available persons, and possibly enhance the efficiency of board of review training and meetings.

BUDGET IMPACT:

The proposed amendments will not impact the budget.

DISCUSSION:

Currently, board of review membership is specified by section 9.6 of the City Charter that provides, in pertinent part:

The Board of Review shall be composed of three freeholders of the city, to be appointed by a majority vote of the City [Council] One shall be a licensed realtor, one shall be a certified public accountant or public accountant, and one shall meet the eligibility requirements for elective officers contained in Section 5.1 of this charter. ... [N]o such member shall be a city officer or employee or be a nominee or candidate for elective city office. ...

There is no provision for alternate members to serve in the absence of a regular member. When, during the last economic downturn, there were a lot of property tax valuation appeals, the city created a second board of review to address those appeals. Under State Tax Commission requirements, members of the two boards of review cannot cross-over to serve on the other board in case of absences.

This has resulted in a need to recruit members for two boards of review who meet the exacting criteria in this Charter provision. It has been difficult to recruit realtors and accountants. Moreover, the requirement that all members be property owners prevents participation by an increasingly portion of the city's population who either choose not to own their homes or find it hard to do so.

Subsection 28(4) of the general property tax act, 1893 PA 206, MCL 211.28(4), allows the City Council, by ordinance (adopted in place of a charter provision) to establish its board of review in the same manner as described in that section for townships. Changes would (i) result in a single 3-member board of review, with the option to have up to three 3-member boards if an influx of appeals occurred, (ii) provide for 2 alternate members who can serve in place of a regular member who is absent or who has a conflict of interest, (iii) allow one member who is not a city taxpayer, (iv) require all members to be city electors, (v) eliminate the requirement that members have certain professional backgrounds (though the Council could still seek persons with those or related backgrounds) and (vi) otherwise comply with the quorum and other requirements of section 28 of the general property tax act. In short, it should provide the needed flexibility in appointing members, scheduling meetings, and conducting business.

ORDINANCE NO. 24-21

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (131) TO REZONE 5340 CLYDE PARK AVE SW AND
777 54TH ST SW FROM B-1 TO B-2

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (131) to read as follows:

- (131) To rezone the following described properties at 5340 Clyde Park Ave SW (PP# 41-17-36-101-048) and 777 54th ST SW (PP# 41-17-36-10) from B-1 Local Business District to B-2 General Business District

DESCRIPTION:

5340 CLYDE PARK AVE SW:

THAT PART OF THE NORTHWEST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 36; THENCE SOUTH 00 DEGREES 20 MINUTES 27 SECONDS EAST 896.04 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 05 MINUTES 57 SECONDS EAST 50.04 FEET ALONG THE NORTH LINE OF THE SOUTH 430.00 FEET OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88 DEGREES 05 MINUTES 57 SECONDS EAST 287.96 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 27 SECONDS WEST* 146.18 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 33 SECONDS WEST 287.74 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 27 SECONDS WEST 157.44 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CLYDE PARK AVENUE TO THE PLACE OF BEGINNING.

777 54th ST SW:

PART OF NW 1/4 COM 1055.44 FT S 0D 20M 27S E ALONG W SEC LINE & 50.0 FT N 89D 39M 33S E FROM NW COR OF SEC TH N 89D 39M 33S E 287.74 FT TH S 0D 20M 27S E 149.62 FT TH S 53D 59M 33S W 79.95 FT TH S 0D 20M 27S E 35.0 FT TO NLY LINE OF 54TH ST TH N 88D 05M 57S W ALONG SD NLY LINE 212.96 FT TH N 44D 13M 12S W 14.42 FT TO E LINE OF CLYDE PARK AVE TH N 0D 20M 27S W 212.52 FT TO BEG * SEC 36 T6N R12W 1.42 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

September 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for rezoning from B-1 Local Business to B-2 General Business at 5340 Clyde Park Avenue SW (Section 36) (QCW Enterprises, LLC) and 777 54th Street SW (Section 36) (Wyoming Planning Staff)

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 September 21, 2021. A motion was made by Hegyi, supported by VanDuren, to approve the request for rezoning 5340 Clyde Park Ave SW and 777 54th ST SW from B-1 Local Business to B-2 General Business and recommend the same to City Council. The motion passed unanimously.

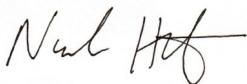
A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

QCW Enterprises, LLC proposes to rezone the parcel at 5340 Clyde Park Ave. SW to a B-2 General Business zone district to permit for a Tommy's carwash 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. Additionally, staff recommended that the adjacent south parcel, 777 54th ST SW, also be rezoned to the B-2 zone district. The rezoning of both parcels is supported by the future land use map and creates continuity of the B-2 district on that corner.

Planning Commissioners agreed that the requested rezone was in alignment with the city's adopted master plan and future land use map. No members of the public spoke during the public hearing or submitted comments to the Commission.

Respectfully submitted,



Nicole Hofert, Director
Department of Planning and Economic Development

CITY COUNCIL

Cc: Curtis Holt, City Manager

8-18-2021

This letter is to serve as communication of our support of the change of zoning of our property located at 5340 Clyde Park SW to B-2 zoning. We are in full support of this revised zoning status and appreciate the assistance of all involved in processing this modification of the current zoning.

Sincerely,

A handwritten signature in black ink, appearing to read "Norm Buffum". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Norm Buffum, Clyde Park Plaza Investments LLC

REZONE REQUEST

5340 Clyde Park Avenue, SW
for Tommy's Express

DESCRIPTION OF THE PROPOSED USE/REQUEST:

QCW Enterprises, LLC (Quality Car Wash Enterprises) has a purchase agreement in place for the above-referenced property. QCW requests a rezone of the property from B-1 to B-2. Pending rezone of the property to B-2, QCW will propose a new Tommy's Express car wash facility on the property, which is allowed as a special land use in the B-2 district. A conceptual site plan is included with the rezone request, for information only (and not for site plan approval at this time, as that comes after the rezone of the property). The proposed project will consist of the demolition of the existing pavement on the site and the construction of a new vehicle wash establishment consisting of an approximate 4,553 sf building and related parking/drives.

K:\21400893\OUTGOING\Rezone\Narrative.DOC

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to approve a rezoning from B-1 Local Business to B-2 General Business at 5340 Clyde Park Avenue SW (Section 36) (QCW Enterprises, LLC) and 777 54th Street SW (Section 36) (Wyoming Planning Staff).

Meagher explained that 5340 Clyde Park Ave is vacant and 777 54th has a restaurant. He outlined the various uses of the surrounding land.

Meagher stated that the applicant proposes to rezone 5340 Clyde Park Avenue SW to a B-2 General Business zoning district to permit a Tommy's Express Wash to be built. Planning Staff is requesting that 777 54th Street SW also be rezoned to B-2 General Business to ensure zoning district continuity throughout the northeast corner of the Clyde Park Avenue/54th Street intersection. The adjacent parcel to the east (755 54th Street SW) is already zoned B-2. Meagher stated that this rezoning request also aligns with the future land use map.

Meagher shared that the applicant representing 5340 Clyde Park Avenue SW has submitted a conceptual site plan for discussion and reference purposes only. If a rezoning at the site is approved, a proposed car wash use would need to return to Planning Commission for special use and site plan approval.

Meagher explained that unlike other zoning procedures such as special use approval, site plan review, or planned unit development, 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 both parcels to be planned for "Corridor Commercial" uses. The proposed rezonings would remain consistent with this commercial vision.

b. *Compatibility of the allowed uses with existing and future land uses;*

The proposed B-2 zoning designations would be consistent with the existing and desired future land uses. The zoning district could provide opportunity for additional commercial uses that would complement the existing uses within an already heavily commercialized corridor. All uses currently permitted on both parcels would still be permitted under the new B-2 zoning designation.

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*

Car washes are only permitted in B-2 zoning districts following special use approval. The rezoning would allow for all currently permitted uses to still be permitted, but with additional opportunity for other commercial uses, such as a car wash, to be enjoyed.

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

The two parcels are located at the intersection of two arterial streets near one of the City's largest commercial shopping centers. There are no residential districts adjacent to the sites. It is expected that all uses permitted within the B-2 zoning district would be considered appropriate within this already heavily commercialized corridor.

Meagher shared that the Development Review Team recommends that the Planning Commission recommend to City Council approval of the rezoning requests for 5340 Clyde Park Avenue SW and 777 54th Street SW.

Micele asked for comment from the developer.

Steve Witte, Nederveld Inc., 217 Grandville Ave STE 302, introduced himself and stated that Mandy Brower from QCW Enterprises was also in attendance. Witte presented some background information about QCW and Tommy's Express Carwash and noted that he is available for comments.

Micele opened and closed the public hearing at 7:21pm following no comments.

A motion was entered by Hegyi, supported by VanDuren, to recommend approval to the City Council for the rezoning request from B-1 to B-2 at 5340 Clyde Park Avenue SW and 777 54th Street SW.

DeLange stated that he thinks that a carwash will do well at the 5340 Clyde Park Ave location.

There was conversation regarding the conceptual plan from Tommy's Express Wash.

Micele asked if a traffic study was performed at the intersection of U.S. 131 and Clyde Park.

Hofert stated that there have been multiple traffic studies performed in the area because Engineering is working with MDOT to modify the approach coming off of U.S.131 at 54th St. The City will require Tommy's Express to provide information on peak vehicle times, number of

vehicles, etc. Engineering will make the decision if another traffic study is required during site plan review.

There was conversation regarding the timing of the streetlights.

Weller asked if a gas station could be constructed at the 777 54th St location in the future because of the zoning change.

Hofert explained that with B-2 zoning a gas station would be allowed with special use approval.

Weller stated that he thinks that the carwash is a great use for the 5340 Clyde Park location, but he has concerns about traffic in the area.

Hall asked if staff received feedback from the vacant business at 777 54th St-Ber City Bread.

Hofert stated that staff sent a personal letter regarding this request to the current owner and did not hear back. She reaffirmed that the current use of the property is permitted in the B-2 zone district.

There was conversation about shared access easement on the conceptual site plan.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to approve a revised Overall Development Plan for Metro Health Village Districts B, C, D, and E (rev. August 19, 2021) (Section 34) (Metro Health Village LLC).

Hofert explained that the campus was first approved as a planned healthcare district in 2003. At that time a PUD-3 submittal was made to the City by Metropolitan Hospital that outlined the anticipated uses and growth of the campus overtime. A revised ODP District A plan was presented and accepted by Planning Commission and City Council earlier this year. This final submittal completes the updated ODP and includes the remaining B, C, D and E districts.

Hofert outlined the development standards in the amended ODP for Districts B, C, D and E. She stated that the revised ODP asks for a series of changes from the original PUD. Namely these changes are related to deviations in development standards, notably height and setback requirements.

The proposed ODP for Districts B, C, D, and E includes the following proposed standards for development (found on page 9):

ORDINANCE NO. 25-21

ORDINANCE TO AMEND CHAPTER 2, ARTICLE III, DIVISION 4, SECTION 2-200 OF THE
CODE OF ORDINANCES ESTABLISHING AND PROVIDING FOR THE AUTHORITY
AND DUTIES OF THE PLANNING COMMISSION

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 2, Article III, Division 4, Section 2-200 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

DIVISION 4. - PLANNING COMMISSION

Sec. 2-200. - Officers; meetings; voting; bylaws; recordkeeping; annual report.

(1) The planning commission shall schedule at least one regular meeting each calendar month and hold that meeting unless (i) there is no business to be conducted at the meeting, (ii) the meeting is rescheduled to attain a quorum, (iii) the meeting is cancelled or rescheduled due to inclement weather or other circumstance impairing attendance or making it unsafe to attend. Special meetings may be called by the chairperson or any two planning commissioners. Unless approved by the mayor, the planning commission shall not schedule meetings at times that conflict with city council meetings.

(2) Meetings shall be held in compliance and notice of meetings provided in accordance with the Open Meetings Act and may be held virtually or partially in-person and partially virtually as may be permitted under the Open Meetings Act and other applicable law.

(3) Planning commission records shall comply with the Open Meetings Act and shall be maintained and be available to others as provided in the Freedom of Information Act.

(4) At its first meeting in the month of July each year, the planning commission shall elect (a) one planning commissioner (who may not be an ex officio member) to serve as its chairperson for a 1-year term with opportunity for reelection, (b) one planning commissioner to serve as secretary for a 1-year term with opportunity for reelection, and (c) one planning commissioner to fill each of such other offices as the planning commission may determine in its bylaws to create.

(5) The planning commission shall adopt bylaws for the transaction of its business.

(6) The planning commission shall make an annual written report to the city council concerning its operations and the status of planning activities, including recommendations for regarding actions for the city council related to planning and development.

(7) A majority of the planning commissioners appointed and serving constitutes a quorum of the planning commission. Unless a greater vote is required by applicable law or a bylaw for any action (such a vote by 2/3 of the planning commission for approval of a master plan or an amendment to a master plan) an affirmative vote of the planning commission shall require a majority of the quorum that is present (or properly participating remotely).

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 25-21

September 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Revisions to Division 4 – Planning Commission, of the Code of Ordinances

Recommendation: To approve the subject request

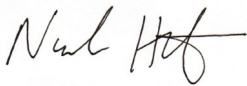
Dear Ms. VandenBerg,

Earlier this summer Planning Commission and City Council reviewed and approved revisions to Division 4 – Planning Commission, of the Code of Ordinances. Last month while preparing for Planning Commission elections for Chair, Vice Chair, and Secretary, staff became aware that the planning ordinance omitted language for the election of a vice-chair in Section 2-200. A revision was drafted by staff and reviewed by the Wyoming Planning Commission at its regular meeting on September 21, 2021.

The proposed revision adds language that allows for the election of officers as outlined in the bylaws.

The Planning Commissioners unanimously supported the revised language.

Attached please find a detailed review of the Planning Commission discussion as well as the revised Division 4, Section 2-200.



Nicole Hofert, Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Sec. 2-200. - Officers; meetings; voting; bylaws; recordkeeping; annual report.

(1) The planning commission shall schedule at least one regular meeting each calendar month and hold that meeting unless (i) there is no business to be conducted at the meeting, (ii) the meeting is rescheduled to attain a quorum, (iii) the meeting is cancelled or rescheduled due to inclement weather or other circumstance impairing attendance or making it unsafe to attend. Special meetings may be called by the chairperson or any two planning commissioners. Unless approved by the mayor, the planning commission shall not schedule meetings at times that conflict with city council meetings.

(2) Meetings shall be held in compliance and notice of meetings provided in accordance with the Open Meetings Act and may be held virtually or partially in-person and partially virtually as may be permitted under the Open Meetings Act and other applicable law.

(3) Planning commission records shall comply with the Open Meetings Act and shall be maintained and be available to others as provided in the Freedom of Information Act.

(4) At its first meeting in the month of July each year, the planning commission shall elect (a) one planning commissioner (who may not be an ex officio member) to serve as its chairperson for a 1-year term with opportunity for reelection, (b) one planning commissioner to serve as secretary for a 1-year term with opportunity for reelection, and (c) one planning commissioner to fill each of such other offices as the planning commission may determine in its bylaws to create.

(5) The planning commission shall adopt bylaws for the transaction of its business.

(6) The planning commission shall make an annual written report to the city council concerning its operations and the status of planning activities, including recommendations for regarding actions for the city council related to planning and development.

(7) A majority of the planning commissioners appointed and serving constitutes a quorum of the planning commission. Unless a greater vote is required by applicable law or a bylaw for any action (such a vote by 2/3 of the planning commission for approval of a master plan or an amendment to a master plan) an affirmative vote of the planning commission shall require a majority of the quorum that is present (or properly participating remotely).

- 1.) An amendment to the master deed must be filed with Kent County Register of Deeds for future development.
- 2.) Developer must modify diagram showing Walking Distance Level of Service radii on page 14 from building entry points (not the center of the building).
- 3.) Metro Health Village Property, Building and Parking Data table on page 24 has several inaccurate parking numbers. Please provide an updated table and map with numbers corresponding to actual provided spaces in each parking lot.

Examples:	Table	Table	<i>Existing</i>
Unit	Parking Required	Parking Provided	<i>Actual Parking</i>
10	754	754	<i>1,044</i>
14	34	34	<i>35</i>
16	622	178	<i>174</i>
28	0	444	<i>213</i>
33	80	80	<i>77</i>

- 4.) Developer must provide “maintenance of parking” explanation on how parking ramps will be constructed in existing parking areas.

Randy Pease, Integrated Architecture, 840 Ottawa Ave NW, introduced himself and presented a history of the site.

A motion was entered by Weller, supported by Zapata, to approve the amended ODP request for Metro Health Village Districts B, C, D, and E and recommend the same to the City Council subject to conditions 1-4.

A vote on the motion carried unanimously.

NEW BUSINESS

AGENDA ITEM NO. 4

Planning Ordinance Division 4, Section 2-200

Hofert explained that there was an error in the Division 4 Planning Ordinance that was recently presented to Planning Commission and adopted by Council. When preparing for the Planning Commission elections last month staff became aware that the planning ordinance omitted language for the election of a vice-chair. Hofert said that the Planning Commissions’ bylaws call

for the election of a chair, vice chair, and secretary. The revised version incorporates language to align with the bylaws.

A motion was entered by DeLange, supported by Hall, to confirm that the information was presented and Planning Commission is supportive to move forward with the adoption of the revised Section 2-200 language at City Council.

A vote on the confirmation carried unanimously.

Chair Micele asked the Commissioners if they had anything they wanted to share with the commission.

DeLange thanked Goodheart for his expertise on site plans.

Zapata thanked everyone for being so welcoming.

Hofert reminded the commissioners about the joint training session on October 18, 2021 and the additional planning training that will take place at their meeting on the 19th.

ADJOURNMENT

The meeting was adjourned at 8:38 pm.

Audrey Zapata, Secretary
Wyoming Planning Commission

Ashley Dent, Recording Secretary
Wyoming Planning Commission

ORDINANCE NO. 26-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING ARTICLE 11, DIVISION 4, SECTION 90-1410 (4.0)
AND TABLE 90-1410

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, Division 4, Section 90-1410 (4.0) and Table 90-1410 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. 26-21

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^D)
 - 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.
- L. Light Industrial/ Maker's Spaces. Single tenant buildings shall not exceed 10,000sf. Multi-tenant buildings shall not exceed 30,000sf. Permitted on Division Avenue corridor only.

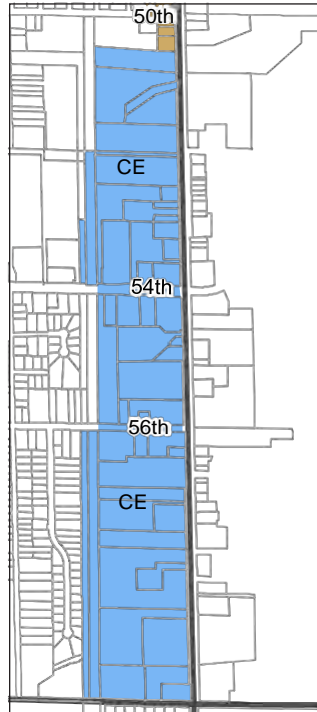
CORRIDOR EDGE AREA DESCRIPTION:

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 ^D						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P ^D						
Automobile sales			S ^D						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P ^D						
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 ^D	P					
Business service establishments			P ^D	P					
Car wash			S ^D						
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					
Funeral homes or mortuaries			S						

P = Permitted use. P^D = 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^D = 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
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						
Light Industrial/ Maker's Spaces			S ^D	S ^D					
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 ^D						
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^D = 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^D = 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
7	Private Frontages	8	Thoroughfare Guidelines	9	Off-Street Parking	10	Sign Standards	11	FBC Definitions	City of Wyoming Zoning Ordinance			

October 26, 2021

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to amend Form Based Code Article 11, Division 4, 90-1410 (4.0) Corridor Edge Area Special Land Uses and Table 90-1410 Corridor Edge Area (CE) (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 October 19, 2021. A motion was made by Hegyi, supported by Weller, 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 City of Wyoming restricts where light industrial uses are permitted in the city. Currently the zoning code does not specifically allow for “Maker’s Spaces” in any zoning district. Light industrial uses are permitted in I-1, I-2 and I-3 zone districts. Staff gets frequent requests to locate smaller scale light industrial in the city. Often these requests include proposals that feature “Maker’s Spaces.”

Division Avenue, beginning just a few parcels south of 50th Street SW, is zoned Corridor Edge. The parcels in this area are unique in that they are much deeper than other parcels along Division Avenue. The character of this area is industrial or heavy commercial. These parcels are well suited to be developed into light industrial buildings which will add needed jobs to the corridor. Research and discussions with local realtors, developers and industrial users has highlighted a need for smaller scale industrial. This includes buildings that are under 30,000 sf. Additionally the need for spaces 10,000 sf and under was also identified. This text amendment will permit I-1 and Maker’s Space uses in buildings not to exceed 30,000sf in size with no user being permitted a space over 10,000sf in the Corridor Edge area on Division Avenue.

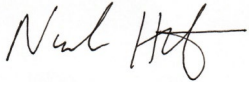
During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

community • safety • stewardship

CITY COUNCIL

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

Respectfully submitted,

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

Nicole Hofert, Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

Goodheart asked how long the denial lasts.

Hofert stated that denials are for 6 months unless there is a substantive change to what is being proposed. If there is an ordinance change the applicant could re-apply under the new ordinance.

Weller stated that he is in support of the denial and that customer pickup parking spaces would be better suited for that location.

A vote on the motion passed unanimously.

A motion was entered by Arnoys, supported by Zapata to deny site plan approval.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend Article 11, Division 4, Section 90-1410 (4.0) Corridor Edge Area Special Land Uses and Table 90-1410 (Wyoming Planning Staff).

Hofert presented some background information explaining that the City of Wyoming restricts where light industrial uses are permitted in the city. Currently the zoning code does not specifically allow for “Maker’s Spaces” in any zoning district. Light industrial uses are permitted in I-1, I-2 and I-3 zone districts. Staff gets frequent requests to locate smaller scale light industrial in the city. Often these requests include proposals that feature “Maker’s Spaces.”

Hofert shared that a Maker’s Space can be defined as a space where products and goods can be made. A maker’s space can also be a collective space in which people with shared interests, especially in computing or technology, can gather to work on projects while sharing ideas, equipment, and knowledge.

The proposed makers spaces will allow for I-1 light industrial uses to be enjoyed. This could include assembly, fabrication, manufacture of foods, metals, leather, glass tool and die shops; and metal-working machine shops.

Hofert explained that Division Avenue, beginning just a few parcels south of 50th Street SW, is zoned Corridor Edge. The parcels in this area are unique in that they are much deeper than other parcels along Division Avenue. The character of this area is industrial or heavy commercial. These parcels are well suited to be developed into light industrial buildings which will add needed jobs to the corridor. Research and discussions with local realtors, developers and industrial users has highlighted a need for smaller scale industrial. This includes buildings that are under 30,000 sf. Additionally the need for spaces 10,000 sf and under was also identified.

Hofert presented that staff recommends approval of the amendment. The ordinance permits, with Special Use Approval, light industrial/maker's space districts in a limited capacity on Division Avenue in the Corridor Edge District.

Hofert explained that the Development Review Team recommends that Planning Commission adopt the recommended *Article 11, Division 4, 90-1410 (4.0) Corridor Edge Area Special Land Uses and Table 90-1410 Corridor Edge Area (CE)* text amendments and recommend the same to Council.

Micele opened the public comment at 7:28 PM. There was no public comment and the public hearing was closed.

A motion was entered by Hegyi, supported by Weller, to adopt the recommended *Article 11, Division 4, 90-1410 (4.0) Corridor Edge Area Special Land Uses and Table 90-1410 Corridor Edge Area (CE)* text amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to approve a site plan for the Behler-Young Company at 4900 and 5000 Clyde Park Avenue SW (Section 25) (Behler-Young Company).

Meagher explained that currently the site is home to Behler-Young's existing 115,310 square foot facility and outlined the various uses of the surrounding land.

Meagher stated that the Behler-Young Company is proposing to construct a 98,780 square foot building addition to the south elevation of their existing facility. This addition would be constructed at 5000 Clyde Park Avenue, the adjacent parcel to the south of the existing Behler-Young Company that is currently vacant. The building expansion will provide additional warehousing and office space. Current facility distribution volume is not expected to change with proposed addition.

Meagher shared that the applicant is requesting a reduction of minimum required parking at the site. Due to the sizes of the existing facility and proposed building addition, the site would require 189 total parking spaces. The applicant is requesting to instead provide 122 spaces. At its existing facility, the applicant only utilizes 60 parking spaces at 100% attendance. Following the building addition, the applicant is expecting an additional 12 spaces to be utilized for a total of 72 spaces at 100% attendance. Therefore, it is expected that 50 of the total 122 spaces provided will serve as surplus when at 100% attendance. Staff is supportive of the proposed parking reduction.

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

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- 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:
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- 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.
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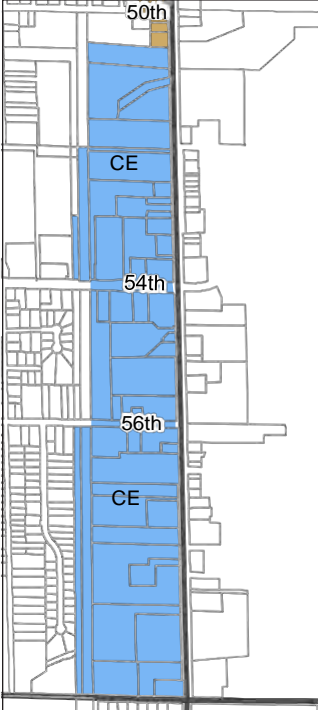
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CORRIDOR EDGE AREA KEY MAP (BURTON STREET):



L. Light Industrial/Maker's Spaces. Single tenant buildings shall not exceed 10,000 square feet. Multi-tenant buildings shall not exceed 30,000 square feet. Permitted on Division Avenue corridor only.

7 Private Frontages	8 Thoroughfare Guidelines	9 Off-Street Parking	10 Sign Standards	11 FBC Definitions	City of Wyoming Zoning Ordinance
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Automobile gasoline/convenience store			P ^D						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P ^D						
Automobile sales			S ^D						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P ^D						
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 ^D	P					
Business service establishments			P ^D	P					
Car wash			S ^D						
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					

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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 ^D						
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						

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Light Industrial/Maker's Spaces S_D S_D



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