

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, JULY 5, 2022, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the June 20, 2022 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.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Park and Recreation Month
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 1 – To Transfer \$10 Million from the Federal Grants Fund to the General Fund to Recognize the Standard Revenue Replacement Allowance for Utilization in the Provision of Governmental Services Under the ARPA Grant and Recognize the Associated Grant Revenue
 - b) Budget Amendment No. 2 – To Transfer \$10 Million from the General Fund to the Newly Established City Center Project Fund
- 14) Consent Agenda**

15) Resolutions

- a) To Authorize the Payment of Professional Services Fees to the Children’s Advocacy Center of Kent County and to Authorize the City Manager to Execute the Agreement

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

- b) To Approve and Authorize the Signing of a 2nd Fund Advance Agreement
- c) To Approve and Direct the Mayor and City Clerk to Sign a Contract with Consumers Energy and to Approve the Attached Budget Amendment (Budget Amendment No. 3)
- d) To Approve and Direct the Mayor and City Clerk to Sign Contracts with Progressive AE and to Approve the Attached Budget Amendment (Budget Amendment No. 4)
- e) To Concur with the Emergency Repair of the Public Service Building Passenger Elevator, Authorize Payment for the Repair, Approve the Attached Budget Amendment, and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 5)
- f) To Authorize the Purchase of Fleet Vehicles and Equipment
- g) To Authorize Participation in the Grand Valley Metropolitan Council (GVMC) Regional Effort for Compliance with National Storm Water Regulations and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Award a Bid for the Clean Water Plant Building “F” Roof Replacement and to Authorize the Mayor and City Clerk to Execute the Contract
- i) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Valve Actuator Replacement

17) Ordinances

- 13-22 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (133) to Rezone 5160 and 5190 Byron Center Ave SW from B-1 to B-2 (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

DESIGNATION OF JULY AS PARK AND RECREATION MONTH

WHEREAS, parks and recreation services and facilities are integral parts of communities throughout this country, including the City of Wyoming; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who visit parks increasing personal well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for sports, such as softball and baseball, biking, walking, hiking trails, playgrounds, fitness trails, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation facilities, such as the Wyoming Senior Center, are leaders in providing of healthy meals, nutrition services and education; and

WHEREAS, park and recreation programming and education activities, such as our TEAM 21 afterschool out-of-school, youth soccer, gymnastics, and dance programs, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month; and the City of Wyoming recognizes the benefits derived from parks and recreation resources; and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim July 2022, as

PARK AND RECREATION MONTH

in the City of Wyoming and offer sincere appreciation for the commitment and opportunities it provides to our community.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

STAFF REPORT

Date: July 5, 2022

Subject: Budget Amendment, Transfer to City Center Project Fund

From: Jodi Yenchar, Finance Director
John McCarter, Deputy City Manager

Date of Meeting: July 5, 2022

RECOMMENDATION:

It is recommended that the City Council approve the attached budget amendment to transfer \$10,000,000 from the General Fund to the City Center Project Fund.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities.

Safety – Improvements to and over 28th St SW will improve pedestrian and bicycling safety.

Stewardship – The City Center is a multiyear project with a variety of funding sources each with their own reporting requirements. Establishing a new fund for the City Center Project provides an efficient way to manage the complex accounting and necessary reporting.

DISCUSSION:

In prior discussions, City Council and staff agreed to contribute \$10 million as having the project shovel ready enhances the opportunity to attract federal and state funding. This funding can also be utilized for grant matching as required by various funding sources.

Budget Amendment 001, which is on the agenda for the July 5, 2022 Regular City Council Meeting, will move \$10 million in ARPA funding to the General Fund as “revenue replacement” for lost revenue from the pandemic. Taken together, the net impact of budget amendments 001 and 002 to the General Fund is zero.

BUDGET IMPACT:

This transfer between funds is net neutral.

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2022

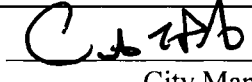
Budget Amendment No. 001

To the Wyoming City Council:

A budget amendment is requested to transfer \$10 million from the Federal Grants Fund to the General Fund to recognize the standard revenue replacement allowance for utilization in the provision of governmental services under the ARPA grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Federal Grants Fund</u>				
Federal Grant - Other				
285-528.002	\$ -	\$ 10,000,000.00		\$ 10,000,000.00
General Government - Transfers - Transfers to General Fund				
285-000-99900-999.101	\$ -	\$ 10,000,000.00		\$ 10,000,000.00
Fund Balance/Working Capital (Fund 285)		\$ -	\$ -	
<u>General Fund</u>				
Transfer from Federal Grants Fund				
101-699.285	\$ -	\$ 10,000,000.00		\$ 10,000,000.00
Fund Balance/Working Capital (Fund 101)		\$ 10,000,000.00	\$ -	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2022

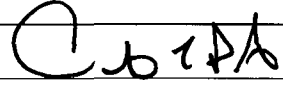
Budget Amendment No. 002

To the Wyoming City Council:

A budget amendment is requested to transfer \$10 million from the General Fund to the newly established City Center Project Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
General Government - Transfers - Transfer to City Center Project Fund				
101-000-99900-999.496	\$ -	\$ 10,000,000.00		\$ 10,000,000.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 10,000,000.00	
<u>City Center Project Fund</u>				
Transfer from General Fund				
496-699.101	\$ -	\$ 10,000,000.00		\$ 10,000,000.00
Fund Balance/Working Capital (Fund 496)		\$ 10,000,000.00	\$ -	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PAYMENT OF PROFESSIONAL SERVICES FEES TO
THE CHILDREN'S ADVOCACY CENTER OF KENT COUNTY AND TO AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the Department of Public Safety continue to partner with the Children's Advocacy Center of Kent County.
2. The Children's Advocacy Center of Kent County has provided an invoice in the amount of \$17,000 to continue this partnership.
3. It is recommended that the City Council accept the Children's Advocacy Center of Kent County Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the payment of \$17,000 to the Children's Advocacy Center of Kent County for their professional services.
2. The City Council does hereby authorize the City Manager to execute the professional services agreement with the Children's Advocacy Center of Kent County.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Professional Services Agreement with Children's Advocacy Center of Kent County

Resolution No. _____

STAFF REPORT

Date: June 23, 2022

Subject: Children's Advocacy Center Professional Service Agreement

From: Captain Timothy Pols

Meeting Date: July 5, 2022

RECOMMENDATION:

The Kent County Children's Advocacy Center (CAC), a major partner with us in the investigation of crimes against and witnessed by children, has asked us to increase our annual financial commitment to those operations by from \$16,500 to \$17,000. I respectfully recommend we do so, and that Council also authorize the City Manager to sign the professional service agreement with the CAC.

COMMUNITY, SAFETY, STEWARDSHIP:

The CAC is a mission critical partner to us in protecting and bringing justice to child victims. Their role in aiding us in the pursuit of justice in these situations is hard to overstate. They ease the delivery of services to the most vulnerable in our community and are especially helpful when language, physical, and developmental obstacles are present. In short, they make serving those who need us most, easier. They also make us more efficient and effective as we do so.

After private donations and grant funding, the CAC is funded in part by financial commitments made by the law enforcement agencies who partner with them. I argue we could never create or duplicate this important service for an amount even close to \$17,000. Thus, this monetary commitment is an entirely appropriate and responsible use of taxpayer dollars.

DISCUSSION:

Leveraging our combined resources has allowed us to aggressively investigate and prosecute those who victimize children and to do so in a way that meets and often exceeds what is considered a best practice standard. Further, our partnership with them allows our victims to immediately access supportive services we could never provide without this partnership, such as therapy and other important needs.

The attached Professional Services Agreement further identifies the services provided by the CAC.

BUDGET IMPACT:

The funding of \$17,000 for this purchase is available through Police budget line: 101-305-30500-956.000. Thank you for your consideration.



June 14, 2022

Chief Kim Koster
Department of Public Safety
2300 DeHoop Avenue
Wyoming MI 49509

Dear Chief Koster,

For nearly thirty years, the Children's Advocacy Center of Kent County has been a fixture in providing services for child victims of sexual abuse in Kent County. For every one of those years we have partnered with our local law enforcement jurisdictions in that service provision.

Our multidisciplinary-team response to the horrific crime of child sexual abuse in Kent County has made the difference for children and their families. From the initial report of suspicions through the forensic interview to gather essential evidence, our partnership ensures children have a safe and supportive environment to share their story. And, when your investigation moves into gathering additional evidence outside of the Center, our team provides advocacy and therapeutic supportive services for the child and their family. Your partnership with us makes the support and healing of our community's most vulnerable citizens possible, and we are grateful for that.

Enclosed you will find an invoice for your Professional Services fees for 2022 and your new service agreement with the total payment we agreed upon. Please sign and return a copy of the agreement—by mail or by email to Rebekah McDowell, our Operations Director, at rmcdowell@cac-kent.org. This agreement will be automatically renewed for the next two years unless you note otherwise.

Thank you for your support of the partnership that exists between Children's Advocacy Center and your jurisdiction. It is truly an honor to work with your officers. I welcome the opportunity to show you more closely the difference our partnership makes—not only with our clients, but also with the citizens you protect day in and day out. Please reach out to me at mwerkman@cac-kent.org so we can schedule a time for a formal introduction and for you to see the Center.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Werkman", with a long horizontal flourish extending to the right.

Melissa Werkman
President/CEO

C: Captain Tim Pols



INVOICE

DATE: JUNE 14, 2022

TO
Director of Public Safety, Chief Kim Koster
Wyoming Police Department
2300 DeHoop Avenue
Wyoming MI 49509

DESCRIPTION	AMOUNT
2022 Appropriation for Children's Assessment Center dba Children's Advocacy Center of Kent County	\$17,000
TOTAL DUE	\$17,000

Please make checks payable to the Children's Advocacy Center of Kent County.

THANK YOU FOR YOUR PARTNERSHIP.

Please note our new address below.

Professional Services Agreement

THIS AGREEMENT is made as of July 1, 2022, between the CHILDREN'S ASSESSMENT CENTER d.b.a. CHILDREN'S ADVOCACY CENTER OF KENT COUNTY, a Michigan non-profit corporation, of 2855 Michigan Street NE, Grand Rapids, Michigan 49506, hereinafter referred to as "Center." and the CITY OF WYOMING, a Michigan Municipal Corporation having its principal place of business at 2300 DeHoop Ave, Wyoming, Michigan 49509, hereinafter referred to as the "City."

RECITAL

The Center provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual assaults, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted. The City wishes to contract with the Center for these services and the assistance of the Center in conducting investigations into alleged sexual assaults with child victims.

TERMS AND CONDITIONS

The parties agree as follows:

1. Scope of Services. The Center shall provide services in connection with sexual complaints or allegations where there are child victims. These services shall include, but not be limited to, providing a single location for providing these services:
 - A. Children's Protective Services workers from the Department of Health and Human Services that handle child sexual abuse reports in Kent County.
 - B. Law enforcement detectives from the Grand Rapids Police Department, the Kent County Sheriff's Department, and the City of Wyoming Department of Public Safety that are specially trained in investigating child sexual abuse complaints;
 - C. A medical team of contracted, specially trained Sexual Assault Nurse Examiners through contract with the YWCA;
 - D. Counselors who provide crisis intervention, mental health evaluations, therapeutic support, and information and referral to individuals with a concern about possible sexual abuse of a child; and
 - E. Professionally trained forensic specialists who interview children to determine the validity and extent of child sexual abuse.

2. Contract Amount. In return for the services set out herein, the City shall annually pay the Center the amount of Seventeen thousand and No/100 Dollars (US) (\$17,000.00), the "Contract Amount." The payment shall be made Net 30 days upon a written request by the Center to the City and shall be made from an appropriate City account. In the event that this Agreement shall be terminated by either party as provided herein before the end of the annual term of this Agreement, the Center agrees to repay to the City a pro-rata share of the Contract Amount proportionate to the share of the annual term which shall have passed as of the date of termination of this Agreement.
3. Term of Agreement. The term of this agreement shall be from July 1, 2022, through June 30, 2023, and shall automatically renew for the term of one (1) year on that later date, and on each succeeding July 1 unless modified or terminated in writing by the parties hereto.
4. Hold Harmless and Waiver of Indemnification. The Center agrees to indemnify, protect and hold harmless the City, the City's officers, employees and /or agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), proximately resulting from the activities of Center officers, directors, employees, and agents. This shall include any indemnification claimed by the Center's insurance carriers. The intent of this provision is that the Center shall be fully responsible for any and all injuries or damage resulting solely from the activities of the Center without any express or implied right of recourse to or indemnification from the City or any representative of the City. It is further the intent of this provision that the City shall be responsible for its own acts or omissions and that the Center shall not be responsible for those acts or omissions.
5. Termination. Either party may terminate this Contract only for just cause upon reasonable advance notice to the other party.
6. Compliance with Laws. The parties agree that they will comply with all applicable laws, rules, and regulations in the performance of this agreement.
7. Non-Discrimination and Affirmative Action. The parties agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of this contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Civil Rights Act." The parties further agree to require similar provision from any subcontractors.
8. Assignment. This agreement shall not assigned by either party without the prior written consent of the other party to this Agreement.

9. Integration and Amendment. This agreement is the whole agreement and may be amended only in writing executed by all parties.
10. Authority. The parties agree that the persons executing this Agreement below on behalf of each party have the requisite authority to enter into this Agreement and to thereby bind the respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above first written.

CITY OF WYOMING, a Michigan Municipal Corporation

Approved as to form:



Scott G. Smith, City Attorney

By:

Curtis Holt, City Manager

Date

The Children's Assessment Center d.b.a. Children's Advocacy Center of Kent County,
a Michigan Non-Profit Corporation

By:

Melissa Werkman, Executive Director

Date

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING OF A 2nd FUND
ADVANCE AGREEMENT

WHEREAS:

1. The City of Wyoming (**City**) and the Wyoming Brownfield Redevelopment Authority (**WBRA**) have undertaken a city center project entailing many or all the following features (**City Center Project**):
 - A. Construction of HōM Flats at 28 West – Phase 3, a mixed-use development that will include work-force housing units, retail, hospitality, office, and other commercial uses, along with open spaces, trail connections, access to the west pedestrian/cycling bridge over 28th St SW that City and WBRA supporting in the following ways:
 1. City adopted ordinance number 14-22 to provide a tax exemption under section 15a of the state housing development authority act, 1996 PA 346, MCL 125.1415a in exchange for service a payment in lieu of taxes and entered into a Municipal Service Contract to provide a municipal services fee to City.
 2. Using funds advanced by City, pursuant to a December 2021 Fund Advance Agreement between the City and WBRA (**initial Fund Advance Agreement**) WBRA acquired remainder of the former Studio 28 property in December 2021, and earlier this year WBRA entered into a Real Estate Purchase Contract to sell that property to Magnus.
 - B. Redevelopment by Magnus of the Wyoming Village Mall property pursuant to a redevelopment master plan jointly commissioned by Magnus and City that is anticipated to be a mixed-use development comprised of additional housing units, retail, hospitality and other commercial uses, open spaces, trail connections, and other features furthering the City Center Project concepts that WBRA intends to encourage and facilitate with an 8-year loan of \$4 million to Magnus to use in the purchase of the Wyoming Village Mall pursuant to a loan agreement, mortgage, and intercreditor agreement in a form and substance acceptable to the City Manager, City Attorney, and City Planning and Economic Development Director (**WBRA-Magnus Loan**).
 - C. Construction of two pedestrian bridges over 28th St SW, one near 28 W Place and Hook Ave SW (the **W Bridge**) and one further east, but west of Clyde Park Ave SW (the E Bridge) and a system of existing and yet to be constructed pathways to make walking and bicycling connections to (i) Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other community amenities, (ii) improve pedestrian and bicycle access to the Wyoming branch of the Kent District Library on Michael Ave SW, particularly for those north of 28th St SW, (iii) other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity, and (iv) to the Kent Trails and other trail systems in vicinity that will provide pedestrian and bicycling access to Grand Rapids, Grandville, Kentwood, Walker, Byron Center, Millennium Park, and, ultimately to trails to Lake Michigan, Muskegon, Cadillac and throughout West Michigan.
 - D. Further development, redevelopment as needed, and occupancy of the former Roger's Department Store site and the 3 parcels lying across Jenkins Street from that property.
 - E. Improvements to or redevelopment of the Roger's Plaza property.
 - F. Further development or redevelopment of property on the north side of 28th St SW, especially parcels in proximity to the W Bridge.
 - G. Improvements to 28th St SW to enhance pedestrian and vehicular safety, improve its interaction among corridor users and property along it, and improve the aesthetics of the corridor.
2. Under section 11 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2661, the City may advance funds to the WBRA, and the City is willing to do so in accordance with the

terms of the proposed Fund Advance Agreement generally in the form attached as Exhibit A (2nd **Fund Advance Agreement**).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 2nd Fund Advance Agreement is approved in generally the form attached as Exhibit A, subject to such changes as are approved by the City Manager, City Attorney and the City Planning and Economic Development Director. The Mayor and Clerk are authorized and directed to sign that agreement on behalf of City. All WBRA and City officers and employees are authorized and directed to take all actions needed to implement that agreement according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that this resolution was adopted by the City Council of the City of Wyoming a regular meeting held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

EXHIBIT A TO RESOLUTION
2ND FUND ADVANCE AGREEMENT

This 2nd Fund Advance Agreement is made as of July 7, 2022, between the City of Wyoming, a Michigan municipal corporation (**City**), and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate (**WBRA**), both of 1155 28th St SW, Wyoming, MI 49509.

RECITALS

A. City and WBRA have embarked on a transformational project to create a city center entailing many or all the following features (**City Center Project**):

1. Construction by 28WPhaseThree Limited Dividend Housing Association Limited Partnership, an entity affiliated with Magnus Capital Partners, LLC (**Magnus**) of HōM Flats at 28 West – Phase 3, a mixed-use development on the remainder of former Studio 28 property along 28 W Place SW and 28th St SW that will include work-force housing units, retail, hospitality, office and other commercial uses, along with open spaces, trail connections (more fully described below), access to a the W Bridge (defined below) that City and WBRA have committed to support in the following ways:

a. City adopted ordinance number 14-22 to provide a tax exemption under section 15a of the state housing development authority act, 1996 PA 346, MCL 125.1415a in exchange for service a payment in lieu of taxes and entered into a Municipal Service Contract to provide a municipal services fee to City.

b. Using funds advanced by City, pursuant to a December 2021 Fund Advance Agreement between City and WBRA (the **initial Fund Advance Agreement**) WBRA acquired remainder of the former Studio 28 property in December 2021, and earlier this year WBRA entered into a Real Estate Purchase Contract with Magnus to sell that property to Magnus or an entity designated by Magnus.

2. Redevelopment by Magnus of the Wyoming Village Mall property along 28th St SW and Michael Ave SW pursuant to a redevelopment master plan jointly commissioned by Magnus and City that is anticipated to be a mixed-use development comprised of additional housing units, retail, hospitality and other commercial uses, open spaces, trail connections, and other features furthering the City Center Project concepts that WBRA and Magnus are furthering in the following ways:

a. Magnus entered into a purchase agreement with the current owner of the Wyoming Village Mall upon which purchase Magnus intends to close by the end of July 2022.

b. WBRA intends to provide an 8-year loan of \$4 million to Magnus to use in the purchase of the Wyoming Village Mall pursuant to a loan agreement, mortgage, and intercreditor agreement in a form and substance acceptable to the City Manager, City Attorney, and City Planning and Economic Development Director (**WBRA-Magnus Loan**).

3. Construction of two pedestrian bridges over 28th St SW, one near 28 W Place and Hook Ave SW (the **W Bridge**) and one further east, but west of Clyde Park Ave SW (the E Bridge) and a system of existing and yet to be constructed pathways to make walking and bicycling connections to (i) Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other community amenities, (ii) improve pedestrian and bicycle access to the Wyoming branch of the Kent District Library on Michael Ave SW, particularly for those north of 28th St SW, (iii) other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity, and (iv) to the Kent Trails and other trail systems in vicinity that will provide pedestrian and bicycling access to Grand Rapids, Grandville, Kentwood, Walker, Byron Center, Millennium Park, and, ultimately to trails to Lake Michigan, Muskegon, Cadillac and throughout West Michigan.

4. Further development, redevelopment as needed, and occupancy of the former Roger's Department Store site and the 3 parcels lying across Jenkins Street from that property.

5. Improvements to or redevelopment of the Roger's Plaza property.

6. Further development or redevelopment of property on the north side of 28th St SW, especially parcels in proximity to the W Bridge.

7. Improvements to 28th St SW to enhance pedestrian and vehicular safety, improve its interaction among corridor users and property along it, and improve the aesthetics of the corridor.

B. The City Center Project will necessitate acquisition of property and easements from property owners for construction of the bridges and relocation of power and telecommunications lines accompanying their construction.

C. City and/or WBRA have contracted for or will soon contract for (i) a corridor study of 28th St SW between Clyde Park Ave SW and Burlingame Ave SW, (ii) design of the W Bridge, (iii) design of an initial phase of the trails, (iv) design of the power line relocation, (v) design of the telecommunications lines relocations, (vi) Wyoming Village Mall property redevelopment master plan, and (vii) consultant services to further a possible transformational brownfield plan for the City Center Project.

D. City has submitted or will soon submit grant applications and other requests for City Center Project funding assistance the USDOT, MEDC, Kent County, the Michigan legislature, member of Congress, and others.

E. As noted in the initial Fund Advance Agreement, section 11 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2661, authorized City to advance funds to WBRA, and City wishes to do so in accordance with the terms of this Agreement.

F. The initial Fund Advance Agreement contemplated the WBRA would repay the fund advance made pursuant to it when WBRA closed on the sale of Site 36, but that sale resulted in an opportunity to invest those sale proceeds in the development of the 36th street marketplace to be constructed on the part of Site 36 lying north of 36th St SW which City believes is a valuable public amenity and which the parties recognize will delay repayment of the funds advanced under the initial Fund Advance Agreement.

G. Accordingly, while WBRA intends to repay the funds advanced under the initial Fund Advance Agreement following the closing of the sale of the remaining Studio 28 to Magnus, the parties agree that repayment will not be required until WBRA can reasonably make that repayment without hindering WBRA's ability to address other financial needs related to the City Center Project.

H. City and WBRA recognize the public purpose of facilitating Magnus' purchase and redevelopment of the Wyoming Village Mall property in accordance with the jointly commissioned redevelopment master plan to (i) provide for replacement of the current functionally obsolete structures and development along 28 W Place (a street constructed by City as a center of the City Center Project), (ii) ensure that HōM Flats at 28 West – Phase 3 and redevelopment of the Wyoming Village Mall property include appropriate open spaces, trail connections, and other features beneficial to the public and other area businesses, (iii) catalyze redevelopment of other property in the vicinity, (iv) increase available housing in the community (v) improve residential density in the City Center area to enhance the customer base for area businesses, (vi) increase the tax base of the area and of the DDA's downtown development district, (vii) improve housing and businesses along the major 28th St SW route of The Rapid, a significant public investment the increased use of which produces environmental and other benefits by reducing dependence on autos and corresponding demands for public infrastructure to support them, (viii) ensure the development incorporates a design consistent with a city center, and (ix) otherwise further the transformation of the City Center area from an auto-dependent 1960's suburban sprawl featuring "seas of asphalt parking areas" to a sustainable, walkable, gathering-friendly city center.

I. City and WBRA therefore embrace the opportunity to partner with Magnus in its acquisition of the Wyoming Village Mall property by loaning a portion of the funds needed for that acquisition and City is to advance funds to WBRA for purposes of the WBRA-Magnus Loan and other City Center Project funding.

TERMS AND CONDITIONS

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

1. Advance. By July 25, 2022, City shall advance to WBRA \$4,000,000 in funds (**Advanced Funds**) for use in WBRA-Magnus Loan and, as consented to by the City Council, other City Center Project funding. The WBRA-Magnus Loan shall be documented and secured by a loan agreement, second mortgage, and

intercreditor agreement in a form and substance approved by the City Manager, City Attorney, and City Planning and Economic Development Director.

2. Repayment. WBRA shall repay the Advanced Funds after repayment of the WBRA-Magnus Loan unless those funds are then used by WBRA for another City Center Project related expense to which the City Council consents.

3. Modification of Initial Fund Advance Agreement. The initial Fund Advance Agreement is modified to require the WBRA's repayment of the funds advanced under that agreement when after closing on the sale of the remaining Studio 28 property to Magnus or to 28WPhaseThree Limited Dividend Housing Association Limited Partnership and the payment of other City Center Project related expenses, WBRA has sufficient funds to enable WBRA to reasonably make that repayment.

4. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter except any portions of the initial Fund Advance Agreement not modified by this Agreement. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

B. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as reasonably needed without undue delay or conditions.

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

CITY OF WYOMING

**WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY**

By: _____
Jack A. Poll, Mayor

By: _____
Tom Brann, Board Chair

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
Nicole Hofert, Secretary

Dated signed: July 7, 2022

Date signed: July 7, 2022

Approved as to form:

Scott G. Smith, City Attorney

STAFF REPORT

Date: June 29, 2022
Subjects: 2nd Fund Advance Agreement
From: Scott Smith, City Attorney and Nicole Hofert, Planning & Economic Development Director
Meeting Date: July 5, 2022

RECOMMENDATION:

Adopt the Resolution Approving and Authorizing Signing of 2nd Fund Advance Agreement.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the creation of a city center with improved that includes redevelopment of more consistent with a modern downtown.

Safety – Planned redevelopment will improve pedestrian, cycling, and vehicular safety.

Stewardship – Collaboration and sharing of resources with private entities enables the city to more fully take advantage of what may be once in a generation confluence of available property, funds, and other resources to advance a long-set city vision to create a city center. The effort increases numbers of residents, sets-up redevelopment of an aging shopping center, and will catalyze other redevelopment.

BUDGET IMPACT:

Funds will come from the capital development fund.

DISCUSSION:

The transformational city center project anticipates the redevelopment, not only of the former Studio 28 property, but other area property. Magnus Capital Partners LLC, developer of HōM Flats, has now committed to acquiring and redeveloping (in accordance with a subarea master plan co-commissioned by the City and Magnus) the Wyoming Village Mall property. To make that happen, Magnus needs to borrow funds and has arranged a loan from Highpoint Community Bank. It needs funds beyond those that loan will provide. The Wyoming Brownfield Redevelopment Authority (WBRA) can make that loan but needs funds to do so.

The City previously advanced funds to the WBRA that the WBRA initially contemplated repaying on the sale of Site 36. But the WBRA now intends to use the Site 36 sales proceeds to fund its portion of the costs to construct the 36th Street marketplace that will be a public (either the City or WBRA) owned asset. This 2nd Fund Advance Agreement allows for delayed repayment of that initial fund advance (likely when Magnus completes its purchase of the remaining Studio 28 property later this year).

The terms of the WBRA loan to the Magnus entity have been outlined on a term sheet, a copy of which was previously supplied to the Council, and the loan will be documented in loan documents approved by the City Manager, City Attorney, and City Planning and Economic Development Director.

2ND FUND ADVANCE AGREEMENT

This 2nd Fund Advance Agreement is made as of July 7, 2022, between the City of Wyoming, a Michigan municipal corporation (**City**), and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate (**WBRA**), both of 1155 28th St SW, Wyoming, MI 49509.

RECITALS

A. City and WBRA have embarked on a transformational project to create a city center entailing many or all the following features (**City Center Project**):

1. Construction by 28WPhaseThree Limited Dividend Housing Association Limited Partnership, an entity affiliated with Magnus Capital Partners, LLC (**Magnus**) of HōM Flats at 28 West – Phase 3, a mixed-use development on the remainder of former Studio 28 property along 28 W Place SW and 28th St SW that will include work-force housing units, retail, hospitality, office and other commercial uses, along with open spaces, trail connections (more fully described below), access to a the W Bridge (defined below) that City and WBRA have committed to support in the following ways:

a. City adopted ordinance number 14-22 to provide a tax exemption under section 15a of the state housing development authority act, 1996 PA 346, MCL 125.1415a in exchange for service a payment in lieu of taxes and entered into a Municipal Service Contract to provide a municipal services fee to City.

b. Using funds advanced by City, pursuant to a December 2021 Fund Advance Agreement between City and WBRA (the **initial Fund Advance Agreement**) WBRA acquired remainder of the former Studio 28 property in December 2021, and earlier this year WBRA entered into a Real Estate Purchase Contract with Magnus to sell that property to Magnus or an entity designated by Magnus.

2. Redevelopment by Magnus of the Wyoming Village Mall property along 28th St SW and Michael Ave SW pursuant to a redevelopment master plan jointly commissioned by Magnus and City that is anticipated to be a mixed-use development comprised of additional housing units, retail, hospitality and other commercial uses, open spaces, trail connections, and other features furthering the City Center Project concepts that WBRA and Magnus are furthering in the following ways:

a. Magnus entered into a purchase agreement with the current owner of the Wyoming Village Mall upon which purchase Magnus intends to close by the end of July 2022.

b. WBRA intends to provide an 8-year loan of \$4 million to Magnus to use in the purchase of the Wyoming Village Mall pursuant to a loan agreement, mortgage, and intercreditor agreement in a form and substance acceptable to the City Manager, City Attorney, and City Planning and Economic Development Director (**WBRA-Magnus Loan**).

3. Construction of two pedestrian bridges over 28th St SW, one near 28 W Place and Hook Ave SW (the **W Bridge**) and one further east, but west of Clyde Park Ave SW (the E Bridge) and a system of existing and yet to be constructed pathways to make walking and bicycling connections to (i) Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other community amenities, (ii) improve pedestrian and bicycle access to the Wyoming branch of the Kent District Library on Michael Ave SW, particularly for those north of 28th St SW, (iii) other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity, and (iv) to the Kent Trails and other trail systems in vicinity that will provide pedestrian and bicycling access to Grand Rapids, Grandville, Kentwood, Walker, Byron Center, Millennium Park, and, ultimately to trails to Lake Michigan, Muskegon, Cadillac and throughout West Michigan.

4. Further development, redevelopment as needed, and occupancy of the former Roger's Department Store site and the 3 parcels lying across Jenkins Street from that property.

5. Improvements to or redevelopment of the Roger's Plaza property.

6. Further development or redevelopment of property on the north side of 28th St SW, especially parcels in proximity to the W Bridge.

7. Improvements to 28th St SW to enhance pedestrian and vehicular safety, improve its interaction among corridor users and property along it, and improve the aesthetics of the corridor.

B. The City Center Project will necessitate acquisition of property and easements from property owners for construction of the bridges and relocation of power and telecommunications lines accompanying their construction.

C. City and/or WBRA have contracted for or will soon contract for (i) a corridor study of 28th St SW between Clyde Park Ave SW and Burlingame Ave SW, (ii) design of the W Bridge, (iii) design of an initial phase of the trails, (iv) design of the power line relocation, (v) design of the telecommunications lines relocations, (vi) Wyoming Village Mall property redevelopment master plan, and (vii) consultant services to further a possible transformational brownfield plan for the City Center Project.

D. City has submitted or will soon submit grant applications and other requests for City Center Project funding assistance the USDOT, MEDC, Kent County, the Michigan legislature, member of Congress, and others.

E. As noted in the initial Fund Advance Agreement, section 11 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2661, authorized City to advance funds to WBRA, and City wishes to do so in accordance with the terms of this Agreement.

F. The initial Fund Advance Agreement contemplated the WBRA would repay the fund advance made pursuant to it when WBRA closed on the sale of Site 36, but that sale resulted in an opportunity to invest those sale proceeds in the development of the 36th street marketplace to be constructed on the part of Site 36 lying north of 36th St SW which City believes is a valuable public amenity and which the parties recognize will delay repayment of the funds advanced under the initial Fund Advance Agreement.

G. Accordingly, while WBRA intends to repay the funds advanced under the initial Fund Advance Agreement following the closing of the sale of the remaining Studio 28 to Magnus, the parties agree that repayment will not be required until WBRA can reasonably make that repayment without hindering WBRA's ability to address other financial needs related to the City Center Project.

H. City and WBRA recognize the public purpose of facilitating Magnus' purchase and redevelopment of the Wyoming Village Mall property in accordance with the jointly commissioned redevelopment master plan to (i) provide for replacement of the current functionally obsolete structures and development along 28 W Place (a street constructed by City as a center of the City Center Project), (ii) ensure that HōM Flats at 28 West – Phase 3 and redevelopment of the Wyoming Village Mall property include appropriate open spaces, trail connections, and other features beneficial to the public and other area businesses, (iii) catalyze redevelopment of other property in the vicinity, (iv) increase available housing in the community (v) improve residential density in the City Center area to enhance the customer base for area businesses, (vi) increase the tax base of the area and of the DDA's downtown development district, (vii) improve housing and businesses along the major 28th St SW route of The Rapid, a significant public investment the increased use of which produces environmental and other benefits by reducing dependence on autos and corresponding demands for public infrastructure to support them, (viii) ensure the development incorporates a design consistent with a city center, and (ix) otherwise further the transformation of the City Center area from an auto-dependent 1960's suburban sprawl featuring "seas of asphalt parking areas" to a sustainable, walkable, gathering-friendly city center.

I. City and WBRA therefore embrace the opportunity to partner with Magnus in its acquisition of the Wyoming Village Mall property by loaning a portion of the funds needed for that acquisition and City is to advance funds to WBRA for purposes of the WBRA-Magnus Loan and other City Center Project funding.

TERMS AND CONDITIONS

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

1. **Advance.** By July 25, 2022, City shall advance to WBRA \$4,000,000 in funds (**Advanced Funds**) for use in WBRA-Magnus Loan and, as consented to by the City Council, other City Center Project funding. The WBRA-Magnus Loan shall be documented and secured by a loan agreement, second mortgage, and intercreditor agreement in a form and substance approved by the City Manager, City Attorney, and City Planning and Economic Development Director.

2. Repayment. WBRA shall repay the Advanced Funds after repayment of the WBRA-Magnus Loan unless those funds are then used by WBRA for another City Center Project related expense to which the City Council consents.

3. Modification of Initial Fund Advance Agreement. The initial Fund Advance Agreement is modified to require the WBRA's repayment of the funds advanced under that agreement when after closing on the sale of the remaining Studio 28 property to Magnus or to 28WPhaseThree Limited Dividend Housing Association Limited Partnership and the payment of other City Center Project related expenses, WBRA has sufficient funds to enable WBRA to reasonably make that repayment.

4. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter except any portions of the initial Fund Advance Agreement not modified by this Agreement. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

B. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as reasonably needed without undue delay or conditions.

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

CITY OF WYOMING

**WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY**

By: _____
Jack A. Poll, Mayor

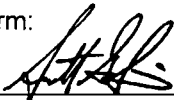
By: _____
Tom Brann, Board Chair

By: _____
Kelli A. Vandenberg, City Clerk

By: _____
Nicole Hofert, Secretary

Dated signed: July 7, 2022

Date signed: July 7, 2022

Approved as to form:


Scott G. Smith, City Attorney

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK
TO SIGN A CONTRACT WITH CONSUMERS ENERGY AND TO APPROVE
THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. The city wishes to construct a pedestrian bridge over 28th St SW near Hook Ave SW.
2. Doing so requires relocating (burying) of power and telecommunication lines.
3. Consumers Energy owns and requires that it perform any relocation of power lines.
4. Consumers Energy needs to engage in design engineering to relocate the power lines and requires prepayment of a \$100,000 engineering fee pursuant to a contract yet to be provided.
5. This will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The \$100,000 payment to Consumers Energy for the design engineering to relocate (bury) the power lines along 28th St SW to remove their conflict with the west pedestrian/bicycling bridge over 28th St SW is approved, and the Mayor and City Clerk are authorized and directed to sign a contract for that work that is in a form and substance approved by the City Manager, City Planning and Economic Development Director, and City Attorney. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. The City Council does hereby approve the attached budget amendment.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on July 5, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2022

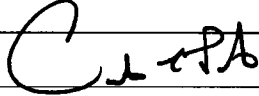
Budget Amendment No. 003

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$100,000 of budgetary authority to provide the necessary funds for electrical engineering fees.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>City Center Project Fund</u>				
Planning Phase 1 - Capital Outlay - Infrastructure				
496-901-90111-974.000	\$ -	\$ 100,000.00		\$ 100,000.00
Fund Balance/Working Capital (Fund 496)		\$ -	\$ 100,000.00	

Recommended: 
 Senior Accountant


 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

 City Clerk

STAFF REPORT

Date: June 23, 2022
Subjects: Consumers Energy Engineering Design Down Payment
From: Nicole Hofert, Planning & Economic Development Director
Scott Smith, City Attorney
Meeting Date: July 5, 2022

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Consumers Energy down payment contract for engineering design for burial of aerial electrical lines.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by the burying of power lines which will enhance the visual quality of the corridor by reducing visual clutter.

Safety – Improvements to and over 28th St SW will improve pedestrian safety and the burying of power lines adds resiliency to the utility network by protecting power lines underground.

Stewardship – Making the city center public infrastructure projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

BUDGET IMPACT:

A benefit-cost analysis shows this city investment will significantly enhance the tax base in the city center area. We have not yet gotten responses to efforts to obtain federal and state funds, so the city budgetary impact is currently unknown. Monies for these improvements are available in the city center capital improvements fund.

DISCUSSION:

A key component to the city center project is the burying of aerial power lines in the city center project area. The burying of power lines is a critical component in the ability to achieve the Form Based Code’s reduced lot lines for buildings fronting 28th Street SW and to avoid overhead conflicts with the new pedestrian bridge. To begin engineering designs and develop a more defined scope, cost, and timeline, Consumer’s requires the City to pay a \$100,000 non-refundable engineering down payment. The contract with Consumer’s has yet to be finalized but will be in a form and substance acceptable to the City Manager, the City Planning & Economic Development Director, and City Attorney.

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK
TO SIGN CONTRACTS WITH PROGRESSIVE AE AND TO APPROVE
THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. The city wishes to construct a pedestrian bridge over 28th St SW near Hook Ave SW.
2. Doing so requires acquiring easements and other property rights and the relocation (burying) of power lines and telecommunication lines.
3. Progressive AE, Inc. provided proposals for that work, one of which is within the City Manager's contracting authority and the other of which exceeds that authority, but due to the accumulated total of contracts awarded to Progressive AE, Inc., Council approval is appropriate.
4. This will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The contracts with Progressive AE, Inc for providing legal descriptions and for coordinating power and telecommunication line relocations are approved and the Mayor and City Clerk are authorized and directed to sign them on the City's behalf. All City officers and employees are authorized and directed to take all actions needed to implement those agreements according to their terms.
2. The City Council does hereby approve the attached budget amendment.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Agreements

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2022

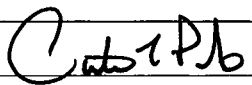
Budget Amendment No. 004

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$80,800 of budgetary authority to provide the necessary funds for engineering services.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>City Center Project Fund</u>				
Planning Phase 1 - Capital Outlay - Infrastructure				
496-901-90111-974.000	\$ 100,000.00	\$ 80,800.00		\$ 180,800.00
Fund Balance/Working Capital (Fund 496)		\$ -	\$ 80,800.00	

Recommended: 
 Senior Accountant


 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

 City Clerk

STAFF REPORT

Date: June 23, 2022
Subjects: Consumers Energy Engineering Design Down Payment
From: Nicole Hofert, Planning & Economic Development Director
Scott Smith, City Attorney
Meeting Date: July 5, 2022

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Utility Design Contract with Progressive AE and associated Legal Description Contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by the burying of power lines which will enhance the visual quality of the corridor by reducing visual clutter.

Safety – Improvements to and over 28th St SW will improve pedestrian safety and the burying of power lines adds resiliency to the utility network by protecting power lines underground.

Stewardship – Making the city center public infrastructure projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

BUDGET IMPACT:

A benefit-cost analysis shows this city investment will significantly enhance the tax base in the city center area. We have not yet gotten responses to efforts to obtain federal and state funds, so the city budgetary impact is currently unknown. Monies for these improvements are available in the city center capital improvements fund.

DISCUSSION:

A key component to the city center project is the burying of aerial power lines in the city center project area. Consumer’s power lines contain private utilities which will also have to be relocated underground. Progressive AE will assist with private utility coordination for the burial of aerial lines as well as provide preliminary and final design of the underground relocation for Phase I. Their work will include coordinating with all private utility companies currently attached to Consumers Energy poles to assist with designing underground conduits for their lines to be buried in. This will also include identifying permanent and temporary easements, property acquisition, identifying manhole/handhole locations, MDOT coordination for work within the 28th Street Right-of-Way as well as any proposed buried services crossing under 28th Street. This contract is for \$73,300.

This work requires acquiring easements and other property rights to facilitate the relocation (burying) of power lines and telecommunication lines. Progressive AE has provided a contract to assist in this work. While the contract is within the City Manager’s contracting authority, with the accumulated total of contracts awarded to Progressive AE, Inc., Council approval is appropriate. This contract is for \$7,500.

CITY OF
Wyoming
MICHIGAN

PROGRESSIVE AE, INC. PROGRESSIVE SERVICES CONTRACT

This Progressive Services Contract is made as of as of July 7, 2022 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Progressive**).

RECITALS

- A. City wishes to Progressive to provide legal descriptions of the property for a pedestrian bridge. (the **City Project**).
- B. Progressive submitted a proposal, dated June 8, 2022, a copy of which is attached as Exhibit to provide professional services (the **Services**) described in it (**Proposal**).
- C. City wishes to engage Progressive to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

- 1. In addition to the terms already defined or which may be defined in the text of this Contract, the following definitions will apply:
City personnel means City's elected and appointed officers, employees, members of City boards and commissions (including boards of entities created by City such as the Downtown Development Authority and the Brownfield Redevelopment Authority), volunteers, and other agents.
Contract means this Contract including the Proposal and Standard Terms, but not including any of Progressive's Standard Agreement Provisions even if they may be referenced in or attached to the Proposal.
Deliverables means the work products of Progressive's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, etc.
Progressive's personnel means Progressive's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Progressive engages to provide services under the Contract.
Standard Terms means the attached 3-page Exhibit A entitled "Standard Terms and Conditions."
- 2. Progressive will perform the Services and provide the deliverables as detailed in the Proposal.
- 3. City will pay the Progressive in accordance with the Proposal.
- 4. Progressive represents and warrants Progressive and Progressive personnel are complying with and will comply with the Standard Terms.
- 5. This is the only agreement between the parties regarding City's engagement of Progressive 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 Progressive.


City and Progressive 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: _____, 2022

Approved as to form: 

Scott G. Smith, City Attorney

Progressive AE, Inc

By: _____
William W. Culhane RA, CDT, LEED AP
Director of Project Delivery

Date signed: _____, 2022

Digitally signed by William Walter Culhane
DN: CN=CUS, E=culhane@progressive.com, OU=William Walter Culhane
Reason: I have reviewed this document
Date: 2022.06.27 15:06:03-04'00'

CITY OF
Wyoming
MICHIGAN
EXHIBIT A

CONTRACT STANDARD TERMS AND CONDITIONS

1. **Legal Compliance.** Progressive 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.
2. **Grant Compliance.** Part or all of the City Project may be funded federal, state, county, or philanthropic grants, including for example and without limitation, grants from MDOT, USDOT, MDNR, MEDC, MSHDA, trails organizations, other state and federal agencies, and other entities. Progressive represents and promises that, if informed of such funding, Progressive and Progressive's personnel will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Progressive represents and promises that:
 - A. Progressive has and will maintain, and Progressive's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Progressive nor any of Progressive'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. Progressive and Progressive's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Attorney, Progressive and its subcontractors must register on the federal System for Award Management (often referred to as "SAM") list and be in good standing.
 - E. Neither Progressive nor any of Progressive's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that others engage in for or on behalf of City. Accordingly:
 - A. Progressive in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Progressive will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Progressive will engage with others on City's behalf, Progressive must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Progressive must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Progressive must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Progressive, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Progressive's ineligibility for future City contracts.
 - F. Progressive must retain and, upon request, provide City access to and copies of all information and reports required by the requirements in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Progressive is in the sole possession of another who fails or refuses to furnish it, Progressive must so certify to City.
5. **Ethical Standards.** Progressive and Progressive'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 Progressive's personnel, any consideration contingent upon the award of this Contract. None of Progressive'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. Progressive will promptly inform City of any change in this circumstance.
6. **Changed or Unknown Conditions.**
 - A. If applicable to the Services, City will be responsible for furnishing Progressive information identifying the type of all underground utilities and verifying their specific locations. Progressive will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by City. City will approve of all locations of subsurface penetrations prior to them being made. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.

B. If, during the Contract term, Progressive becomes aware of circumstances or conditions not originally contemplated by or known to Progressive, then to the extent they affect the Services, compensation, schedule, allocation of risks or other material terms of this Contract, Progressive may seek modification of appropriate portions of the Contract. Progressive will notify City of the changed conditions necessitating modification, and Progressive and City will promptly and in good faith negotiate Contract changes to address the changed conditions. If they fail to agree on changes, either party may terminate this Contract.

7. Delays. Progressive is not responsible for damages arising directly or indirectly from delays for causes beyond Progressive's reasonable control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes (but not those by Progressive's employees); severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in a timely manner; failure of City's performance; or discovery of any hazardous substance or differing site conditions. In addition, if the delays due to such causes increase the cost or time required by Progressive to perform the Services in an orderly and efficient manner, Progressive shall be entitled to a reasonable adjustment in schedule and compensation.

8. Additional Services. The Services are limited to those described in the Proposal. Additional services not specifically identified in Proposal shall be billed to and paid for by City in addition to the fees stated in the Proposal, provided City authorizes those additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this Contract have not been completed within 6 months of the date of this Contracts, through no fault of Progressive, Progressive's services beyond that time shall be compensated as additional services.

9. Standard of Care. Progressive will provide the Services in a manner consistent with that level of care ordinarily and normally exercised by licensed professionals in Michigan providing the Services stated in the Proposal.

10. Risk Allocation.

A. Progressive is solely responsible for (i) means and methods of the Services, (ii) the conduct of Progressive's personnel, and (iii) injuries or property damage occurring as a result of the Services.

B. Progressive will hold City and City personnel 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. Progressive 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 personnel as a result of the Services.

C. Progressive's liability to City for lawsuits against City by others is limited to \$2 million.

D. Progressive's liability to City for costs reasonably incurred by City to repair, replace, improve, or remove the City Project due to Progressive's negligent acts, errors, or omissions is limited to \$1 million.

E. To the fullest extent permitted by law, neither City nor Progressive, their respective officers, directors, partners, employees, contractors, or sub-consultants will be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of incidental, indirect, and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Claims made by third parties against City or Progressive for injuries or property damages as described in subsection 10.B are not incidental, indirect, or consequential damage claims.

11. Value-Added/Betterment. If, due to Progressive's error, any required item or component of the project is omitted from Progressive's construction documents, Progressive shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. Progressive will not be responsible for any cost or expenses that provides value, upgrade, or enhancement of the project.

12. Hazardous Materials. Progressive has no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the City Project site. City will furnish tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

13. Opinions of Probable Construction Cost. In providing opinions of probable construction cost, City understands that Progressive has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a contractor's method of pricing, and that Progressive's opinions of probable construction costs are made based on Progressive's professional judgment and experience. Progressive makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from Progressive's opinion of probable construction cost.

14. Media and other Releases.

A. 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.

B. Progressive may install at the site a sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by City and Progressive, not to be unreasonably withheld by either.

15. W-9. Before beginning work Progressive will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

16. Document Ownership and Use. All Deliverables Progressive generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Progressive under this Contract.

A. Because computer-aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Progressive reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. City may retain copies of the Deliverables in CAD form. Release of electronic media will be by execution of a version of Progressive's release of media form acceptable to City's

attorney. Copies shall be for information and used by City for the specific purpose for which Progressive was engaged. The Deliverables shall not be used by City, or transferred to any other party, for use in other projects or any other purpose for which the material was not strictly intended without Progressive's express written permission. Unauthorized modification or reuse of the Deliverables shall be at City's sole risk, and City will defend, indemnify, and hold Progressive harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of the Deliverables.

B. Progressive shall not use any of the Deliverables in its own marketing or promotions except with City's prior consent, which City will not unreasonably withhold, delay or condition. Progressive may use photos of the completed City Project and may list its work on the City Project in Progressive's marketing materials.

17. Intellectual Property. Progressive guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all Deliverables will not infringe any copyright, patent, trademark, or other intellectual property rights. Progressive will, without cost to City, defend all actions against City or City personnel for alleged infringement of any intellectual property rights due to use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in such an action. This guarantee does not include intellectual property in software, hardware, or other forms from third parties that Progressive uses or incorporates in Deliverables in accordance with licenses, contracts or other permission or guidance provided by those third parties.

18. 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.

19. Insurance. Progressive must maintain the following insurance and, upon City request, Progressive will provide to City copies of certificates of insurance, policies, and endorsements.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 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 Contractor; (D) Broad Form General Liability Extensions or equivalent, if not already included; and (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence.
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with 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).
PROFESSIONAL LIABILITY INSURANCE
Progressive liability insurance shall be in a minimum amount of \$2 million.

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

21. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Progressive's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities (except bodies created by City such as its DDA or BRA) are intended to be beneficiaries of this Contract.

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

23. Hiring of Personnel: City may not directly or indirectly solicit or contact any employee of Progressive for hiring by City. City may hire an employee of Progressive who, without any contact from or encouragement by City or any City officer, employee, or other agent, applies for City employment.

24. Dispute Resolution. To resolve a conflict, authorized party representatives will initially meet in good faith to resolve the conflict.

A. If this attempted resolution fails to resolve the conflict, the parties agree it will be submitted to non-binding mediation by a mediator mutually selected by the parties. If the parties cannot agree upon a mediator, they shall each select a mediator and the two selected mediators shall select a third mediator. Mediators shall be professionals with experience or expertise in professional contracts who have not worked for either party or any entity under contract with either party. The parties shall equally share the cost of mediation.

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

25. General Terms.

A. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

C. Reference by office to any City officer includes that City officer's designee(s).

EXHIBIT B
PROGRESSIVE'S PROPOSAL

June 8, 2022

Nicole Hofert
Planning Director
City of Wyoming
1155 28th Street SW, P.O. Box 905
Wyoming, MI 49509-0905

Re: Proposal for Engineering Services for 28th Street Pedestrian Bridge Legal Descriptions

Dear Ms. Hofert,

On behalf of Progressive AE, Inc. (Progressive AE), I am pleased to present this proposal for professional services to assist the City of Wyoming with providing legal descriptions of the property and easements needed to accommodate construction of a pedestrian bridge and private utility relocations on 1515 28th Street, 1420 28th Street, and 1375 28th Street. Following is an understanding of the requested services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF THE PROJECT

The City of Wyoming has an immediate need to acquire property rights on the three parcels listed above to accommodate proposed infrastructure improvements relating to its City Center development. The City also needs the legal descriptions for what property is needed defined. Acquiring these property rights quickly is important to the City. It is unlikely the bridge design will be more than schematic at this early stage, so the easement recommendations may need to be somewhat conservative to ensure all necessary property rights are obtained.

SCOPE OF BASIC SERVICES

The proposed scope includes providing legal descriptions for the three subject parcels, defining the easements necessary to accommodate the proposed pedestrian bridge and relocating private utility infrastructure, and then providing legal descriptions with scaled CAD sketches of the easements to the City. The City will then utilize another consultant to assist them with land acquisition services.

Progressive AE's scope also includes one meeting to review the proposed easements with City staff.

SCHEDULE

Pending authorization to begin the work by June 16, 2022, we can deliver the scope described above to the City by July 8, 2022.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes to provide the work outlined for a stipulated sum of \$7,500 (seven thousand five hundred dollars) and will be invoiced according to the attached Schedule of Invoice Rates.

Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

A handwritten signature in black ink that reads "Tim Bradshaw". The signature is written in a cursive, slightly slanted style.

Timothy M. Bradshaw, PE
Practice Leader

CITY OF
Wyoming
MICHIGAN

PROGRESSIVE AE, INC. PROGRESSIVE SERVICES CONTRACT

This Progressive Services Contract is made as of as of July 7, 2022 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Progressive**).

RECITALS

- A. City wishes to Progressive to provide coordination to bury aerial lines. (the **City Project**).
- B. Progressive submitted a proposal, dated June 14, 2022, a copy of which is attached as Exhibit to provide professional services (the **Services**) described in it (**Proposal**).
- C. City wishes to engage Progressive to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

- 1. In addition to the terms already defined or which may be defined in the text of this Contract, the following definitions will apply:
 - City personnel* means City's elected and appointed officers, employees, members of City boards and commissions (including boards of entities created by City such as the Downtown Development Authority and the Brownfield Redevelopment Authority), volunteers, and other agents.
 - Contract* means this Contract including the Proposal and Standard Terms, but not including any of Progressive's Standard Agreement Provisions even if they may be referenced in or attached to the Proposal.
 - Deliverables* means the work products of Progressive's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, etc.
 - Progressive's personnel* means Progressive's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Progressive engages to provide services under the Contract.
 - Standard Terms* means the attached 3-page Exhibit A entitled "Standard Terms and Conditions."
- 2. Progressive will perform the Services and provide the deliverables as detailed in the Proposal.
- 3. City will pay the Progressive in accordance with the Proposal.
- 4. Progressive represents and warrants Progressive and Progressive personnel are complying with and will comply with the Standard Terms.
- 5. This is the only agreement between the parties regarding City's engagement of Progressive 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 Progressive.

City and Progressive 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: _____, 2022

Approved as to form:

Scott G. Smith, City Attorney

Progressive AE, Inc.

By: _____
William W. Culhane RA, CDT, LEED AP
Director of Project Delivery

Date signed: _____, 2022

Digitally signed by William Walter Culhane
DN: c=US, E=culhaneb@progressiveae.com,
CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2022.06.27 15:05:37-0400

CITY OF
Wyoming
MICHIGAN
EXHIBIT A

CONTRACT STANDARD TERMS AND CONDITIONS

1. **Legal Compliance.** Progressive 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.
2. **Grant Compliance.** Part or all of the City Project may be funded federal, state, county, or philanthropic grants, including for example and without limitation, grants from MDOT, USDOT, MDNR, MEDC, MSHDA, trails organizations, other state and federal agencies, and other entities. Progressive represents and promises that, if informed of such funding, Progressive and Progressive's personnel will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Progressive represents and promises that:
 - A. Progressive has and will maintain, and Progressive's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Progressive nor any of Progressive'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. Progressive and Progressive's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Attorney, Progressive and its subcontractors must register on the federal System for Award Management (often referred to as "SAM") list and be in good standing.
 - E. Neither Progressive nor any of Progressive's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that others engage in for or on behalf of City. Accordingly:
 - A. Progressive in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Progressive will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
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D. Progressive's liability to City for costs reasonably incurred by City to repair, replace, improve, or remove the City Project due to Progressive's negligent acts, errors, or omissions is limited to \$1 million.

E. To the fullest extent permitted by law, neither City nor Progressive, their respective officers, directors, partners, employees, contractors, or sub-consultants will be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of incidental, indirect, and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Claims made by third parties against City or Progressive for injuries or property damages as described in subsection 10.B are not incidental, indirect, or consequential damage claims.

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B. Progressive may install at the site a sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by City and Progressive, not to be unreasonably withheld by either.

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A. Because computer-aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Progressive reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. City may retain copies of the Deliverables in CAD form. Release of electronic media will be by execution of a version of Progressive's release of media form acceptable to City's

attorney. Copies shall be for information and used by City for the specific purpose for which Progressive was engaged. The Deliverables shall not be used by City, or transferred to any other party, for use in other projects or any other purpose for which the material was not strictly intended without Progressive's express written permission. Unauthorized modification or reuse of the Deliverables shall be at City's sole risk, and City will defend, indemnify, and hold Progressive harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of the Deliverables.

B. Progressive shall not use any of the Deliverables in its own marketing or promotions except with City's prior consent, which City will not unreasonably withhold, delay or condition. Progressive may use photos of the completed City Project and may list its work on the City Project in Progressive's marketing materials.

17. Intellectual Property. Progressive guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all Deliverables will not infringe any copyright, patent, trademark, or other intellectual property rights. Progressive will, without cost to City, defend all actions against City or City personnel for alleged infringement of any intellectual property rights due to use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in such an action. This guarantee does not include intellectual property in software, hardware, or other forms from third parties that Progressive uses or incorporates in Deliverables in accordance with licenses, contracts or other permission or guidance provided by those third parties.

18. 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.

19. Insurance. Progressive must maintain the following insurance and, upon City request, Progressive will provide to City copies of certificates of insurance, policies, and endorsements.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 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 Contractor; (D) Broad Form General Liability Extensions or equivalent, if not already included; and (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence.
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with 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).
PROFESSIONAL LIABILITY INSURANCE
Progressive liability insurance shall be in a minimum amount of \$2 million.

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

21. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Progressive's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities (except bodies created by City such as its DDA or BRA) are intended to be beneficiaries of this Contract.

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

23. Hiring of Personnel: City may not directly or indirectly solicit or contact any employee of Progressive for hiring by City. City may hire an employee of Progressive who, without any contact from or encouragement by City or any City officer, employee, or other agent, applies for City employment.

24. Dispute Resolution. To resolve a conflict, authorized party representatives will initially meet in good faith to resolve the conflict.

A. If this attempted resolution fails to resolve the conflict, the parties agree it will be submitted to non-binding mediation by a mediator mutually selected by the parties. If the parties cannot agree upon a mediator, they shall each select a mediator and the two selected mediators shall select a third mediator. Mediators shall be professionals with experience or expertise in professional contracts who have not worked for either party or any entity under contract with either party. The parties shall equally share the cost of mediation.

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

25. General Terms.

A. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

C. Reference by office to any City officer includes that City officer's designee(s).

EXHIBIT B
PROGRESSIVE'S PROPOSAL

June 14, 2022

Nicole Hofert, Planning Director
City of Wyoming
1155 28th Street SW, PO Box 905
Wyoming, MI 49509-0905

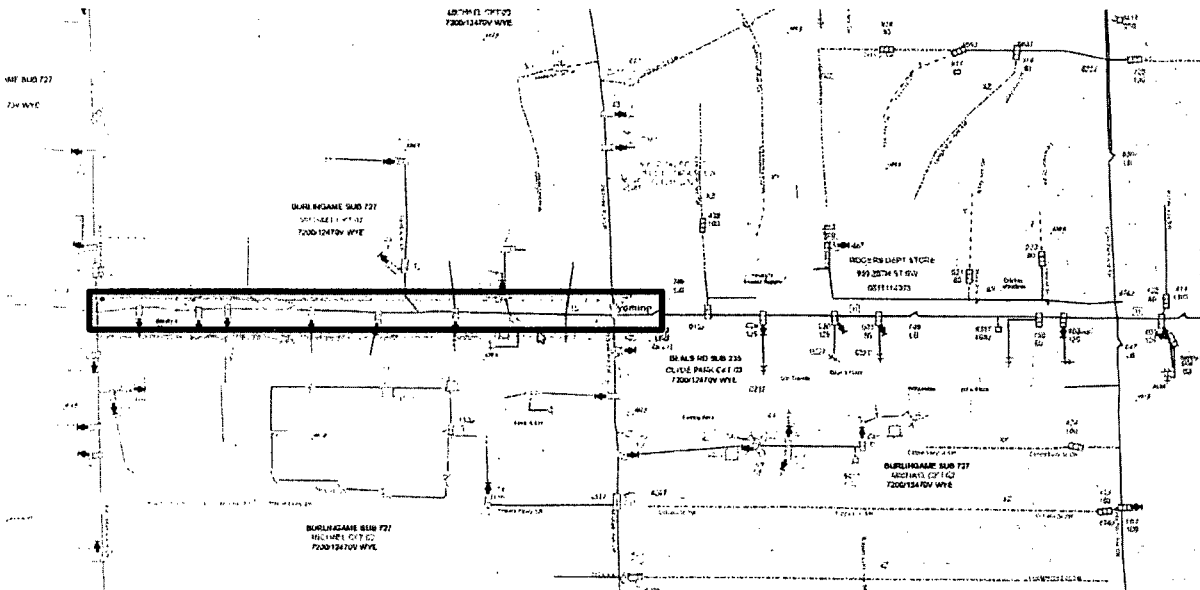
Re: Proposal for Professional Engineering Services for Private Utility Relocation and Design

Dear Ms. Hofert,

On behalf of Progressive AE, Inc. (Progressive AE), we are pleased to present this proposal for professional services to assist the City of Wyoming with private utility coordination for the burial of aerial lines as well as preliminary and final design of the underground relocation. The following is an understanding of the requested services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF THE PROJECT

In conjunction with the proposed 28th Street pedestrian bridge west of Hook Avenue, the City of Wyoming would also like to address the aerial power and communication lines with a goal of burying the lines from Burlingame Avenue to Clyde Park Avenue. This proposal focuses on the first phase – coordinating and designing a duct bank for the private communication lines from Burlingame Avenue to City Hall's eastern property line. This is based on preliminary conversations had with Consumers Energy and the "green and yellow line" limits along 28th Street shown in the map below.



SCOPE OF BASIC SERVICES

The proposed scope includes coordinating with all private utility companies currently attached to Consumers Energy poles to assist with designing underground conduits for their lines to be buried in. This will also include identifying permanent and temporary easements, property acquisition, identifying manhole/handhole locations, MDOT coordination for work within the 28th Street Right-of-Way as well as any proposed buried services crossing under 28th Street.

- **Task 1: Project Kick-off and Coordination**
 - Kick-off meeting with City staff.
 - Private utility coordination meetings – assume two (2).
 - Data collection/determine needs of private utilities.
 - MDOT coordination for utility boring(s) under 28th Street.

- **Task 2: Preliminary and Final Design**
 - Supplemental topographic survey.
 - Prepare 30% (thirty percent) plans and estimate.
 - Easement and property acquisition descriptions.
 - Prepare 60% (sixty percent) plans, specifications, and estimate.
 - Permit applications.
 - Final plans, estimate, and specifications to the City.
 - Meetings at 30% (thirty percent), 60% (sixty percent), and 90% (ninety percent) plans.

Anticipated meetings with City staff are included in each Task to ensure alignment in the project approach and recommendations.

SCHEDULE

Once authorized, Tasks 1-2 outlined above are anticipated to take six (6) to nine (9) months.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes to provide the work outlined for Tasks 1-2 for a stipulated sum of \$73,300 (seventy-three thousand three hundred dollars) including reimbursable expenses, which are anticipated to be \$800 (eight hundred dollars), and will be invoiced according to the attached Schedule of Invoice Rates. The following breaks down the disbursement of fee amongst the various tasks:

- Task 1 Project Kick-off and Coordination: \$15,000 (fifteen thousand dollars)
- Task 2 Preliminary and Final Design: \$57,500 (fifty-seven thousand five hundred dollars)

Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,



Timothy M. Bradshaw, PE

Practice Leader

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF THE PUBLIC SERVICE BUILDING PASSENGER ELEVATOR, AUTHORIZE PAYMENT FOR THE REPAIR, APPROVE THE ATTACHED BUDGET AMENDMENT, AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency repair of the passenger elevator located in the Public Service Building and authorize payment to the KONE Inc. in the amount of \$32,486.00.
2. Funds for the purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repair of the passenger elevator at the Public Service Building.
2. The City Council does hereby authorize payment to KONE Inc. in the amount of \$32,486.00.
3. The City Council does hereby approve the attached budget amendment.
4. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract
Proposal

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2022

Budget Amendment No. 005

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$32,500 of budgetary authority to provide the necessary funds for emergency eleveator repairs.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool Fund</u>				
Public Works - Building - Repairs and Maintenance				
661-441-58300-930.000	\$ 82,860.00	\$ 32,500.00		\$ 115,360.00
Fund Balance/Working Capital (Fund 661)		\$ -	\$ 32,500.00	

Recommended: *Shirley Gumbart*
Senior Accountant

Chris D'A...
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: June 28, 2022
Subject: Passenger Elevator Repair
From: Troy Rinks, Facilities Maintenance Foreman
Date of Meeting: July 5, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal from KONE Inc. for the hydraulic elevator power unit replacement on the passenger elevator located in the Public Service Building for \$32,486.00; that City Council authorize the Mayor and City Clerk to sign the attached contract; and that the City Council approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

The passenger elevator, its associated hardware and equipment, is necessary for daily Public Works operations. It is needed and used daily by guests, citizens, and staff, and keeps the City in compliance with the Americans with Disabilities Act.

DISCUSSION:

In June of this year, the passenger elevator in the Public Works building stopped working. KONE Inc. holds the elevator maintenance contract for all City elevators and was contacted for diagnosis. Upon inspection, KONE Inc. determined that the hydraulic power unit had experienced a significant failure and needed replacement.

KONE provided a repair proposal totaling \$32,486.00. It is expected that this repair should be completed within two weeks. A budget amendment is necessary for this emergency expense.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Building, Repairs and Maintenance Account # 661-441-58300-930.000 pending approval of a budget amendment.

ATTACHMENTS:

Proposal and Contract

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: Kone Inc.
[Name of contracting entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5300 Clay Ave SW
[Contractor's street address]
Grand Rapids, MI 49548
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2022.

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:

included is KONE Standard Bid Clarification for Repair.

[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

Kone Inc.

By: Whitney Phillman

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

Date signed: June 27, 2022

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. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

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 City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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: \$2,000,000 Each Occurrence, \$2,000,000 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): \$2,000,000 per person \$2,000,000 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



6/17/2022

Wyoming Public Service
2660 Burlingame Southwest
Wyoming, MI 49509

Attn: Troy Rinks
Re: Elevator Power Unit Repair

KONE Inc.
5300 Clay SW
Grand Rapids, MI 49548
Tel (616) 291-9689
Fax (616) 534-1181
www.kone.com
Nate.Ottenwess@kone.com

CONTRACT NUMBERS: 42011900

BUILDING & LOCATION: Building #5006877

Description of Work:

Hydraulic Elevator Power Unit Replacement

We will furnish and install a new hydraulic power unit. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise, which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including a safety check valve, an up-direction valve with high pressure relief including up leveling and soft stop features and a lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A shut off valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load. We will also remove the old muffler and replace with strait pipe, clean the pit from oil, and replace both packings. No additional damage is reported from the debris at this time, however if any from the spring it is not covered.

Price:

Our total price to perform the above-mentioned work amounts to: **\$32,486.00.00 (Thirty-Two Thousand, Four Hundred Eighty Six and 00/100 dollars), plus applicable taxes.**

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

Down Payment:

The above quoted price is based on a fifty percent (50%) Down Payment due before commencement of proposed labor and material. Work shall not commence until applicable Down Payment is received.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of

Respectfully submitted by,
KONE Inc.

Nate Ottenwess

(Signature)

Nate Ottenwess – Senior Sales Consultant

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind; either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FLEET VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of fifteen vehicles and other pieces of equipment to serve as either replacements or additions to the City of Wyoming fleet in the total estimated amount of \$816,936.00.
2. Funds for the purchase are budgeted in account numbers 662-441-58500-985.000, 662-441-58500-987.000, 101-305-31000-975.000 and 230-441-44300-987.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of eight vehicles from Signature Ford using the Macomb County contract in the total estimated amount of \$289,866.00.
2. The City Council does hereby authorize the purchase of one Elgin street sweeper from Bell Equipment using the State of Michigan MIDEAL contract in the total estimated amount of \$337,279.00.
3. The City Council does hereby authorize the purchase of one piece of asphalt patching equipment from Sherwin Industries using Sourcewell pricing in the total estimated amount of \$81,635.00.
4. The City Council does hereby authorize the purchase of four vehicles from Berger Chevrolet using the Oakland County contract in the total estimated amount of \$75,780.00.
5. The City Council does hereby authorize the purchase of one John Deere industrial mower from Greenmark Equipment using the MI Ag, Grounds, and Roadside purchasing contract in the total estimated amount of \$20,452.00.
6. The City Council does hereby authorize the purchase of one mobile radar unit from Give 'Em a Brake Safety in the total estimated amount of \$11,924.00.
7. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 28, 2022
Subject: City Replacement Vehicles and Equipment for Fiscal Year 2023
From: Don Roest, Fleet Supervisor
Meeting Date: July 5, 2022

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of 15 vehicles and other pieces of equipment to serve as either replacements or additions to our fleet, for a total of \$816,936, as outlined in detail below.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended that eight vehicles be purchased through Signature Ford on the Macomb County Contract #21-18 in the amount of \$289,866.00; one Elgin street sweeper from Bell Equipment using the State of Michigan MIDEAL contract #071B7700091 in the amount of \$337,279.00; one piece of asphalt patching equipment from Sherwin Industries using Sourcewell Purchasing Agreement contract # 080521-CFC in the amount of \$81,635.00; four vehicles from Berger Chevrolet using Oakland County contract #005218 in the amount of \$75,780.00; one John Deere Industrial Mower from Greenmark Equipment using MI Ag, Grounds, and Roadside purchasing contract #071B7700085 in the amount of \$20,452.00; and one mobile radar unit from Give 'Em a Brake Safety in the amount of \$11,924.00. The total vehicles and equipment investment for these items is \$816,936.00.

At this time there are delays in getting prices for two replacement vehicles. One is an F-250 with a plow for the Water Department, and the other is an F-650 chassis for a water/sewer repair truck for the Public Works Department. Pricing for these units will not be available until October of 2022 due to supply issues. Alternates considered have similar supply constraints. When pricing is available, staff will present these recommendations for approval to the City Council.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

The new and/or replacement vehicles and pieces of equipment being recommended for purchase are listed in the table under Budget Impact.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Accounts 662-441-58500-985.000 (vehicles), 662-441-58500-987.000 (equipment), Detective Bureau Capital Outlay Account 101-305-31000-975.000, and Solid Waste Capital Outlay Equipment Account 230-441-44300-987.000.

Fiscal Year 2023 Fleet Services Depreciation Reserve Vehicle and Equipment List

Vehicle (Responsible Department)	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
Car (Community Services)					
179-003	10/12/2015	62790	Years	\$29,088.00	Signature Ford
Pick Up Truck (Water Plant)					
305-002				NA until October of 2022	Signature Ford
Water Truck (Public Works)					
619-003	9/4/2012	64000/8100	Years / Hours		
Chassis F650				NA until October of 2022	Fox Ford
Body				NA until October of 2022	Monroe
Elgin Sweeper (Public Works)					
623-001	8/16/2002	76576/12943	Years / Hours	\$337,279.00	Bell Equipment
Craftco Patcher II (Public Works)					
601-000	5/28/2013		Years	\$81,635.00	Sherwin Industries
Mobil Radar (Traffic)					
679-002	10/29/2015			\$11,924.00	Give 'Em A Brake
Mower (Parks)					
789-002	10/29/2015		Years	\$20,452.00	Greenmark Equipment
Police Cruisers (Police)					
026-003	6/3/2017	99100	Years / Miles	\$37,254.00	Signature Ford
6 – New Cruisers				\$223,524.00	Signature Ford
Police Detective (Police)					
110-002	8/19/2011	98684	Years / Miles	\$18,945.00	Berger Chevrolet
121-002	11/12/2012	124790	Years / Miles	\$18,945.00	Berger Chevrolet
178-003	6/27/2012	117561	Years / Miles	\$18,945.00	Berger Chevrolet
128-000 New				\$18,945.00	Berger Chevrolet
Total				\$816,936.00	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE GRAND VALLEY METROPOLITAN COUNCIL (GVMC) REGIONAL EFFORT FOR COMPLIANCE WITH NATIONAL STORM WATER REGULATIONS AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

- 1. As detailed in the attached staff report, it is recommended the City continue to participate in the GVMC regional effort for compliance with national storm water regulations at a cost of \$22,400.10 annually through September 30, 2025
- 2. Funds are available in the major and local streets fund account numbers 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council does hereby authorize participation in the GVMC regional effort for compliance with national storm water regulations through September 30, 2025.
- 2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: June 20, 2022

Subject: GVMC Regional Stormwater Participation

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Meeting Date: July 5, 2022

RECOMMENDATION:

It is recommended that Wyoming continue to participate in the Grand Valley Metropolitan Council (GVMC) regional effort for compliance with national storm water regulations through 2025, with an annual cost of \$22,400.10, and that City Council authorize the Mayor and City Clerk to sign the attached, associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Participation in the GVMC stormwater management program provides a regionally uniform, cost-effective approach to managing stormwater in the City.

DISCUSSION:

Like other cities in our area, the City of Wyoming has a National Pollutant Discharge Elimination System (NPDES) permit for stormwater. Rather than work on an individual basis, communities in West Michigan have worked together since the year 2000 to collaboratively understand and comply with these stormwater regulations. Throughout the years, these NPDES permits have grown more complicated and involved, and the collaborative, regional effort has benefitted the City significantly.

The attached documents identify the services that GVMC will provide the City through 2025. These include assisting with compliance of the NPDES permit and its associated control measures, preparation and submittal of progress reports, and assistance with permit reissuance (expected in 2023). It should also be noted that multiple City staff additionally participate on several GVMC stormwater workgroups, providing their expertise and leadership on stormwater related activities.

The annual cost for the City to collaboratively participate in this regional stormwater program through 2025 is \$22,400.10. This is approximately an 8.5% increase from the 2020-2022 contract period, the fees for which remained unchanged from 2017-2019.

BUDGET IMPACT:

Sufficient funds are available in the Major and Local Streets Funds, Account #202-441-46300-801.000 and 203-441-46300-801.000.

ATTACHMENT:

Contract



GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP
CEDAR SPRINGS • COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE
GREENVILLE • HASTINGS • HUDSONVILLE • TONIA • JARRESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE • NELSON TOWNSHIP
OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD • SAND LAKE • SPARTA • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

June 13, 2022

Mr. Myron Erickson
Director of Public Works
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Mr. Erickson:

A cooperative effort initiated in 2000 by Kent County and Ottawa County agencies and communities in the Lower Grand River Watershed resulted in Certificates of Coverage (CoCs) for all permittees under the Michigan Department of Environmental Quality (MDEQ) Watershed General Permit No. MIG619000. Documents for each permittee were prepared to comply with the CoCs that were issued pursuant to the general National Pollutant Discharge Elimination System (NPDES) permit. In the last contract period, the Grand Valley Metro Council (GVMC) prepared, submitted, and received approval for the City of Wyoming's NPDES MS4 Individual Permit and Stormwater Management Plan (SWMP) from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The capacity of GVMC's Environmental Programs Department has increased since the last contract period, and we are committed to providing exceptional services and programs. GVMC will continue to coordinate a regional effort to ensure every community's compliance with the NPDES Stormwater Regulations. A cost allocation and detailed scope of work for continued participation in the regional effort from FY2023 through FY2025 is enclosed.

Please indicate your intent to continue to participate in this regional cooperative effort by returning a signed copy of this correspondence by August 1, 2022. Your commitment to participate will apply for the next three years, from October 1, 2022, through September 30, 2025. The scope of the regional program that is necessary beyond 2025 for compliance with the NPDES Storm Water Regulations will be reassessed at that time.

We welcome your feedback on GVMC's NPDES compliance program and look forward to our continued work with your community.

Sincerely,



John Weiss
Executive Director



Cara Decker
Stormwater Program Coordinator

The City of Wyoming is committed to continued participation in the GVMC regional effort for compliance with the NPDES Storm Water Regulations for fiscal years 2023 through 2025. We understand that our annual cost will be paid to GVMC in accordance with the enclosed cost allocation.

Signed: _____

Date: _____

Enclosures:

FY 2023-2025 Scope of Work with Budget and Cost Allocation

Approved as to form:



Scott G. Smith, City Attorney

**GVMC Regional Cooperation for
NPDES Stormwater Permit Compliance
FY 2023-2025
Scope of Work for the Lower Grand River Watershed**

The following activities have been identified to allow ongoing regional cooperation by the participating cities, villages, townships, school districts, and county agencies (communities) in the Lower Grand River Watershed (LGRW) from October 1, 2022 to September 30, 2025. The work that will continue to be administered by the Grand Valley Metropolitan Council (GVMC) includes ongoing implementation of the Storm Water Management Plan (SWMP), the Public Education Plan (PEP), Total Maximum Daily Load Implementation (TMDL) Plan, and the Illicit Discharge Elimination Plan (IDEP) that have been approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) under the Municipal Separate Storm Sewer System (MS4) regulations.

Current permits expire during this contract period and GVMC will assist the communities with permit reapplication and public notice as necessary. EGLE will issue new MS4 permits during the period for this scope of work. Upon communities receiving new permits, GVMC will continue to implement initiatives that meet permit compliance.

GVMC will continue to implement regional coordination for MS4 permit compliance; however, each community is ultimately responsible for participation in the regional effort and for regulatory compliance.

The proposed work outlined below will be completed by GVMC in cooperation with EGLE and the participating communities to provide compliance with the six MS4 minimum control measures:

Stormwater Management Plan (SWMP) Implementation

The individual Stormwater Permit requires that the approved SWMPs be implemented. GVMC will facilitate the process of implementing the SWMPs. SWMPs will be updated as needed for the next permit cycle.

MS4 Training

Training opportunities will be provided through a variety of methods, such as in-person training, videos, outside speakers, webinars, and brochures. Topics to be considered for training include: general stormwater awareness, identifying and eliminating illicit discharges, soil erosion and sedimentation control best management practices (BMPs), post-construction stormwater runoff development standards, pollution prevention and good housekeeping BMPs, training specified in the SWMP, or other stormwater training topics at the request of the community. GVMC will work with committees of the Lower Grand River Organization of Watersheds (LGROW) to select, plan, and coordinate these training opportunities.

Stormwater Development and Redevelopment Standards, Model Ordinances, and Strategies

GVMC will continue to coordinate the efforts of the LGROW Stormwater Ordinance (SWOrd) Committee to implement the model stormwater ordinance needed for permit compliance. GVMC will be responsible for the distribution of the LGROW Design Spreadsheet tool and will provide updates and improvements to the tool as directed by the SWOrd Committee.

Public Education Plan (PEP)

The PEP was updated and approved by EGLE in July 2020 and the plan promotes, publicizes, and facilitates watershed education for the purpose of encouraging the public to reduce the discharge of pollutants in stormwater to the maximum extent practicable. The PEP will continue to be coordinated with other current programs and projects in the watershed that involve public stewardship of water resources. The overall goal of the plan is to encourage pollution prevention.

The PEP is flexible in that the educational activities conducted may address any of a number of significant watershed issues, including:

- Encouragement of public reporting of the presence of illicit discharges, illicit connections, or improper disposal of material into the MS4.

- Education of the public on the availability, location, and requirements of facilities for disposal or drop-off of household hazardous wastes, travel trailer sanitary wastes, chemicals, grass clippings, leaf litter, animal wastes, and motor vehicle fluids.
- Education of the public regarding acceptable application and disposal of pesticides, herbicides, and fertilizers.
- Education of the public concerning preferred cleaning materials and procedures for residential car washing, pavement cleaning, and power washing.
- Education of the public concerning the ultimate discharge point and potential impacts from pollutants from the separate stormwater drainage system serving their place of residence.
- Education of the public about their responsibility for stewardship in their watershed.
- Education of the public concerning management of riparian lands to protect water quality.
- Education of the public on proper septic system care and maintenance and on how to recognize system failure.
- Education of the public about the benefits of using native vegetation instead of non-native vegetation.

Various materials will be produced such as brochures, social media content, newsletter and newspaper articles, local media, workshops, demonstration materials, and other materials at the community's request in order to meet the public education commitments. Purchase of public education materials will be coordinated where economies can be achieved through bulk purchases.

GVMC will continue to facilitate the LGROW Public Engagement Committee, comprised of representatives of the participating communities and local organizations, to prioritize and direct the PEP activities. GVMC will design and administer large scale, regional educational efforts.

Illicit Discharge Elimination Plan (IDEP)

The IDEP meets the permit requirement that each community develop, implement, and enforce a program to detect and eliminate illicit connections and discharges to MS4s. GVMC will also work with REGIS communities to ensure up to date stormwater infrastructure mapping in GIS. The IDEP includes dry weather screening, which was last completed in 2018, and will be completed in summer 2024. Interjurisdictional cooperation agreements will be reissued for each MS4.

Total Maximum Daily Load (TMDL) Implementation

GVMC will work with the LGROW network to address the TMDLs that have been assigned per the permits. The TMDL Implementation Plan will be executed collaboratively with watershed partners to address water body impairments within the regulated areas of the watershed. GVMC will coordinate TMDL sampling under the direction of the LGROW Technical Committee and will share the data and analysis via annual reports.

Additional Regulatory Assistance

Progress Reports

Annual or biennial Progress Reports will be prepared for each community for submittal to EGLE as required by the MS4 permits. Reports will include regional reporting and permittee-specific reporting requirements. GVMC will annually prepare progress reporting forms for each community. These forms will serve as a convenient means for each community to keep track of actions taken throughout the Progress Report cycle to comply with the permit commitments. The information provided by each community will become a significant element of the reports.

Each community shall provide data on progress made in controlling stormwater pollution to the maximum extent practicable for the reports. GVMC will collect available watershed monitoring data during the previous period for analysis and summary for the regional portion of the report. GVMC will draft progress reports on Watershed-Wide Activities. GVMC will compile and finalize the Progress Reports on behalf of the communities and GVMC will submit the reports to EGLE via MiWaters.

**Annual FY 2023-2025 Dues
Lower Grand River Watershed NPDES
Stormwater Permittees**

Cascade Charter Township	\$11,941.68
City of East Grand Rapids	\$14,887.10
City of Ferrysburg	\$12,745.20
Forest Hills Public Schools	\$13,384.40
Village of Fruitport	\$12,060.30
City of Grand Haven	\$13,551.10
City of Grand Rapids	\$35,641.70
Grand Rapids Charter Township	\$13,222.63
Grand Valley State University	\$16,085.00
City of Hudsonville	\$13,212.90
Kent County Drain Commissioner	\$22,329.74
Kent County Road Commission	\$21,329.74
Plainfield Charter Township	\$13,838.38
City of Rockford	\$13,064.20
Village of Sparta	\$12,374.40
Village of Spring Lake	\$12,199.40
City of Wyoming	\$22,400.10
<i>Communities with Nested Jurisdictions:</i>	
Georgetown Charter Township	\$14,352.28
<i>Jenison Public Schools</i>	\$3,100.00
City of Grandville	\$15,358.30
<i>Grandville Public Schools</i>	\$3,350.00
City of Kentwood	\$20,180.40
<i>Kentwood Public Schools</i>	\$3,600.00
City of Walker	\$17,263.20
<i>Kenowa Hills Public Schools</i>	\$2,850.00

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council award a bid to Certified Building Solutions for the Clean Water Plant building “F” roof replacement in the total estimated amount of \$47,275.00.
2. It is further recommended the City Council authorize 25% or \$11,818.75 of the bid value for construction contingency.
3. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Clean Water Plant building “F” roof replacement to Certified Building Solutions in the total estimated amount of \$47,275.00.
2. The City Council does hereby authorize 25% or \$11,818.75 of the bid value for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: June 21, 2022

Subject: "F" Building Roof Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 5, 2022

RECOMMENDATION:

It is recommended that the City Council award the bid for the Clean Water Plant "F" building roof replacement provided by Certified Building Solutions in the amount of \$47,275.00 with a 25% contingency, due to unpredictable material pricing and availability, for a total estimated amount of \$59,093.75.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Clean Water Plant's "F" building has a flat EPDM roof system which has seen increased foot traffic and repairs due to the UV project. The roof has outlived its 20-year life expectancy and it is prudent to replace the roof to protect the new UV electrical equipment now housed in the building. Additionally, it is recommended the roof be replaced with a tapered EPDM roofing system. The new roofing system will have an increased insulation R-value which will lower energy costs and the tapered design will provide a positive slope for improved drainage and the prevention of standing water. Also, the new roof will have a 20-year warranty for the repair of any leaks caused by ordinary wear and tear, manufacturing defects, or workmanship used to install the materials.

Therefore, the project was competitively bid with specifications made available via the City's website. Eighteen companies requested the project specifications and three made site visits to review the project. On Tuesday, June 14, bids from two companies that made site visits were received and are as follows:

Certified Building Solutions	\$47,275.00
Great Lakes Systems, Inc.	\$47,845.00

Upon review of the bid documents received, Certified Building Solutions met the necessary bid specifications and provided the lowest bid. Certified Building Solutions has previously been awarded utility roofing projects and has performed quality installations at a fair, competitive price.

BUDGET IMPACT:

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

RE-ROOFING BUILDING F AT THE CLEAN WATER PLANT 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 **RE-ROOFING BUILDING F AT THE CLEAN WATER PLANT** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of June 14, 2022 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Certified Building Solutions
LEGAL NAME OF COMPANY

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

1665 Holton Rd.
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

Muskegon MI 49445
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
 Jack A. Poll, Mayor

By: _____
 Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: [Signature]

 Scott G. Smith, City Attorney

Contractor

By: [Signature]
 Signature for Contractor

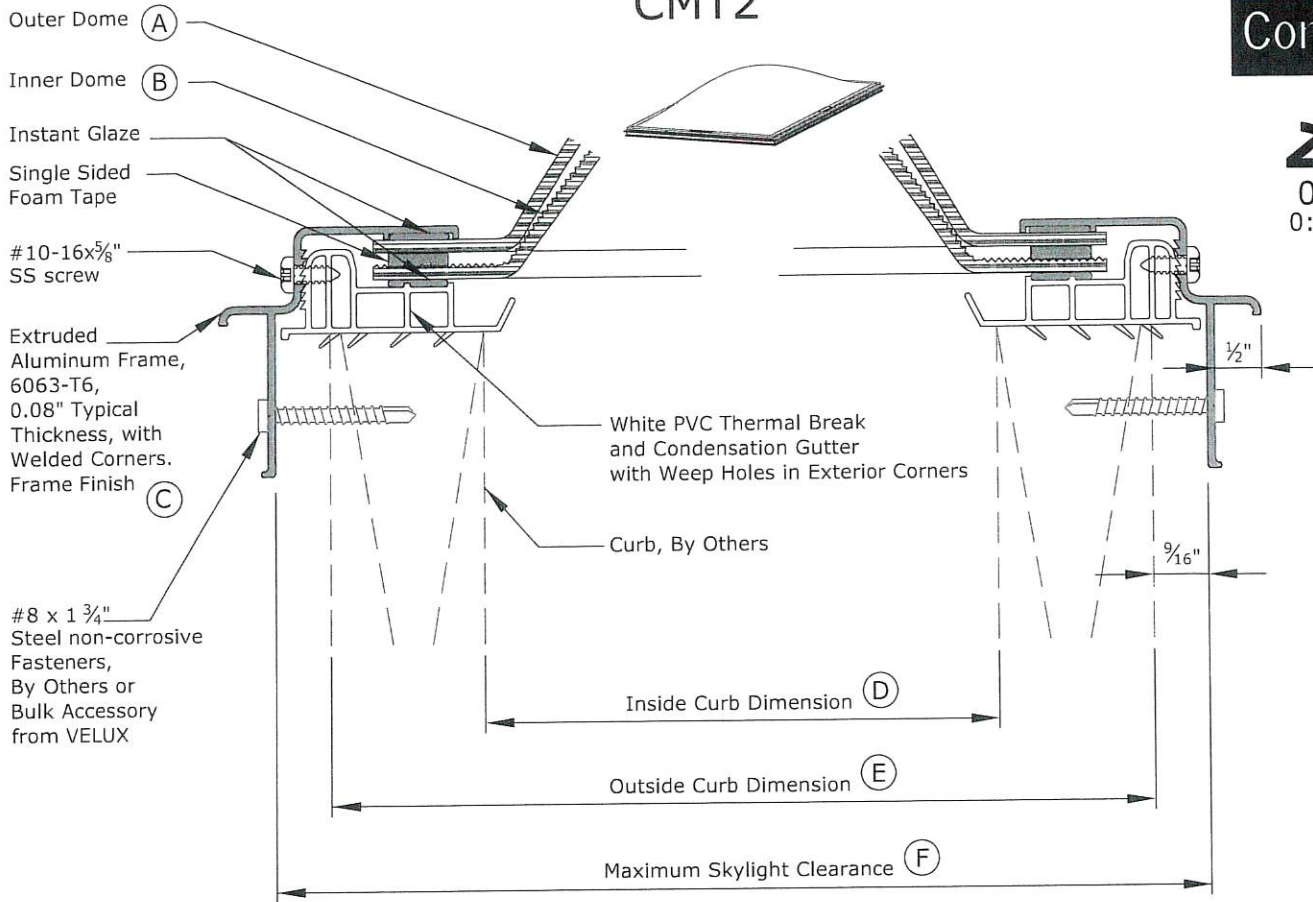
Matthew J. Steltema
 Printed Name & Title of Person Signing

Date signed: 5/26/22

Curb Mount Traditional Double Dome Prismatic



CMT2



U-Factor: .59
SHGC: .51

Skylight Details & Measurements

- (A) LuxGuard 118 clear smooth Polycarbonate
- (B) 118 white prismatic Polycarbonate
- (C) Mill Finish
- (D) 31 in. x 70 in.
- (E) 34 in. x 73 in.
- (F) 35.25 in. x 74.25 in.

Quote # VJF-CERH3S Rev 2

Job Name WYOMING CLEAN WATER BLD F

Line # on cover 1

Material # CMT2 31007000 P1C2M0M

Skylight Testing & Certification

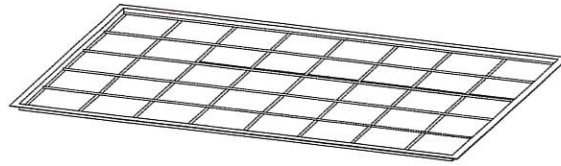
Thermal (NFRC) Certification
Air/Water/Structural Certification
OSHA Static Load Fall Protection: Skylight model tested to support a maximum concentrated load up to 1000 Lbf
OSHA Dynamic Load Fall Protection: Skylight model tested to support a maximum dropped load up to 1600 Lbf-Ft

Firestone

Firestone Building Products

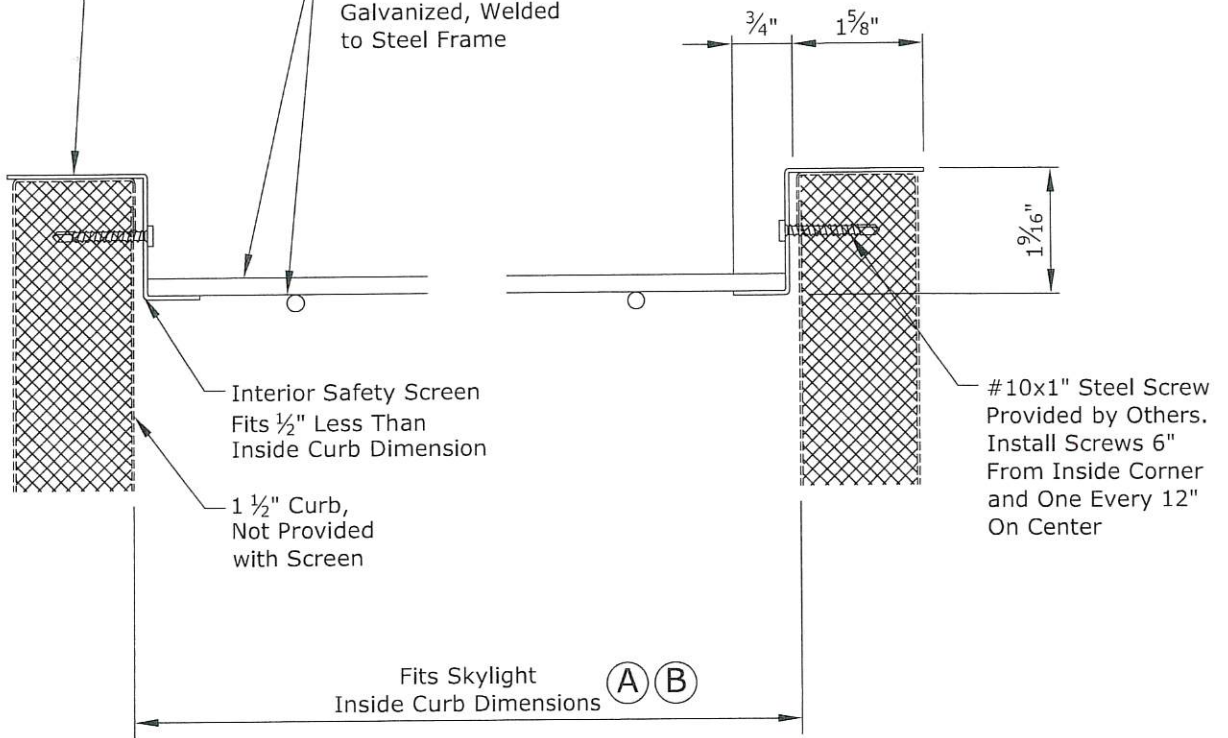


INTERIOR SAFETY SCREEN ACCESSORY



18 Gauge Steel Frame
Galvanized

Integral Safety Screen
3/16" Wire Mesh,
6" On Center Spacing,
Galvanized, Welded
to Steel Frame



Interior Safety Screen Measurements

- (A) Width 31
- (B) Length 70

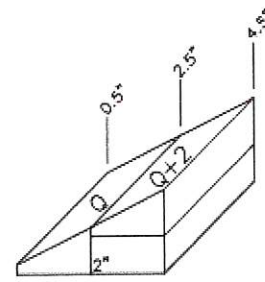
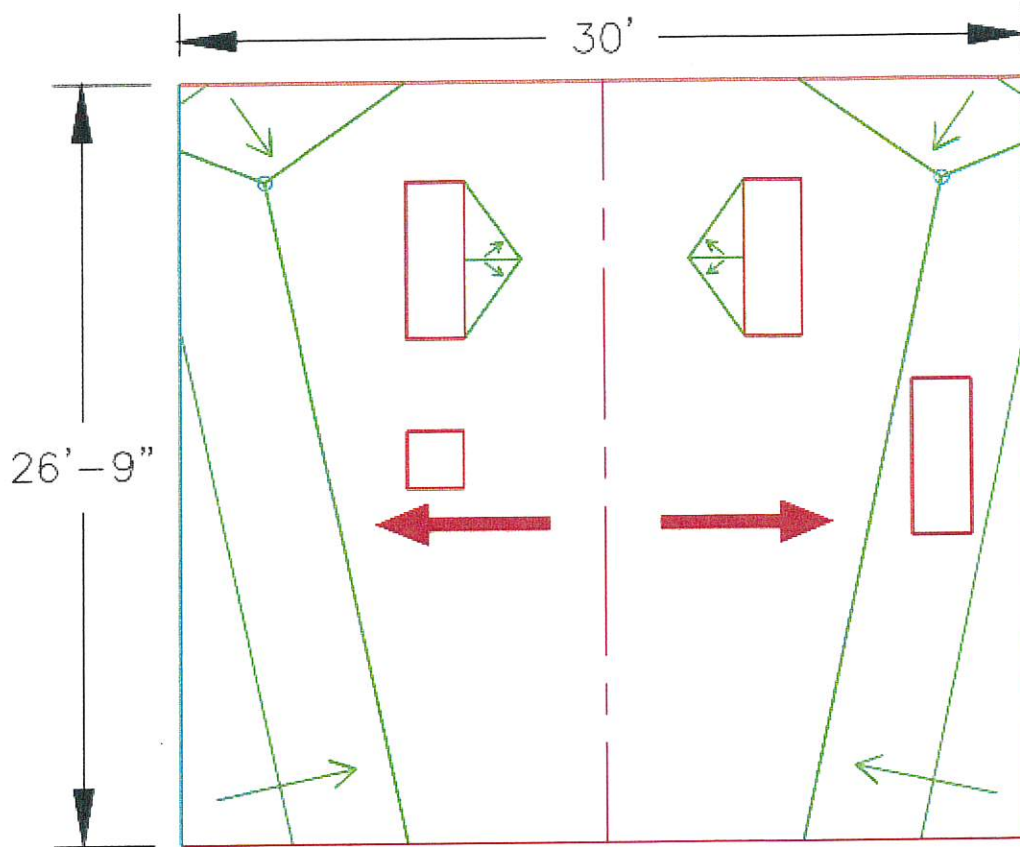
Quote # VJF-CERH3S Rev 2

Job Name WYOMING CLEAN WATER BLD

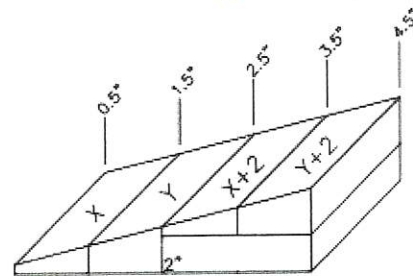
Line # on cover 2

Material # CRGA_31007000_ICD





Taper Cricket Slope



Taper Field Slope

Key:

- CRICKET PANEL SLOPE
- TAPERED PANEL SLOPE
- RIDGE LINE
- VALLEY LINE/LOW EDGE
- CRICKET PANEL LINE
- ROOF PERIMETER



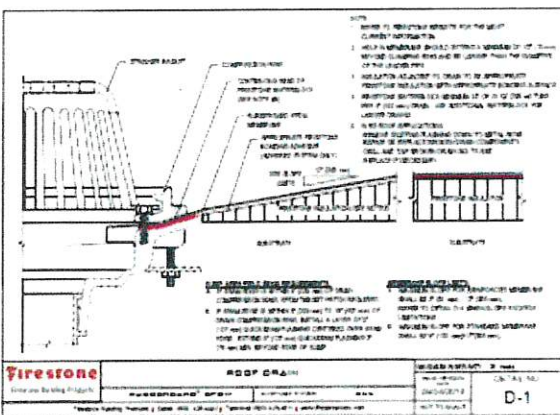
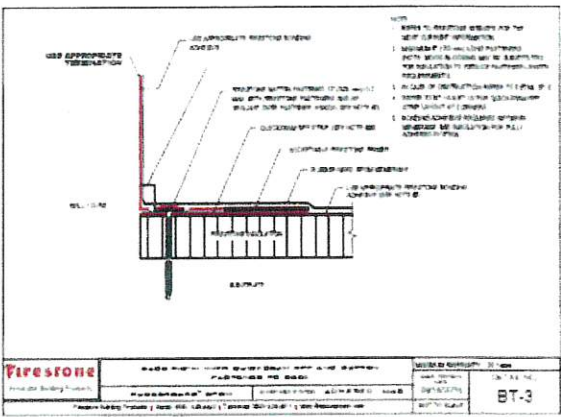
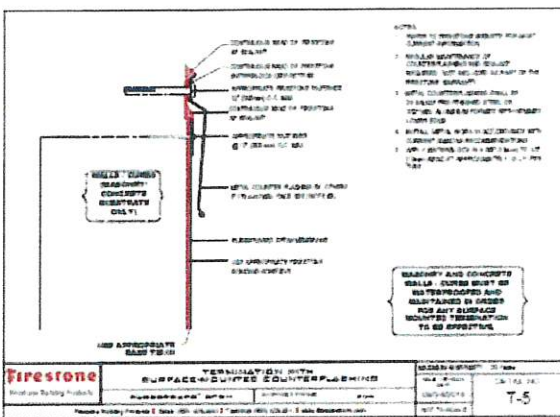
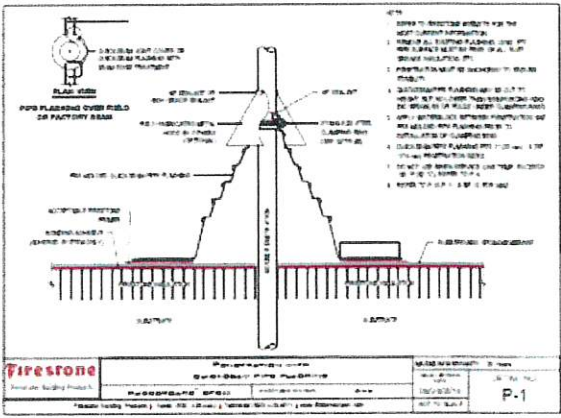
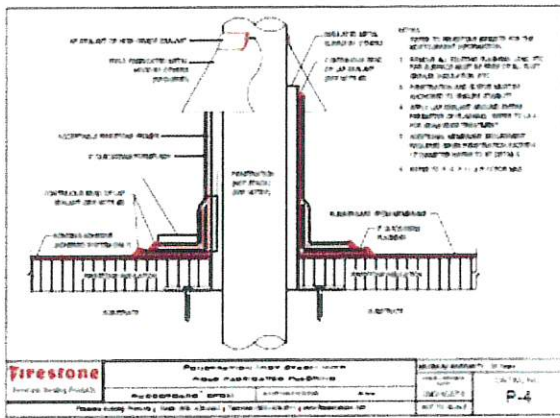
3600 CENTENNIAL DR. STE D
MICHIGAN, MI 48647
PHONE (800)457-2861 FAX (989)408-2365

PROJECT NAME:
CWP F Building
Wyoming, MI

GENERAL NOTES

Taper Roof Plan

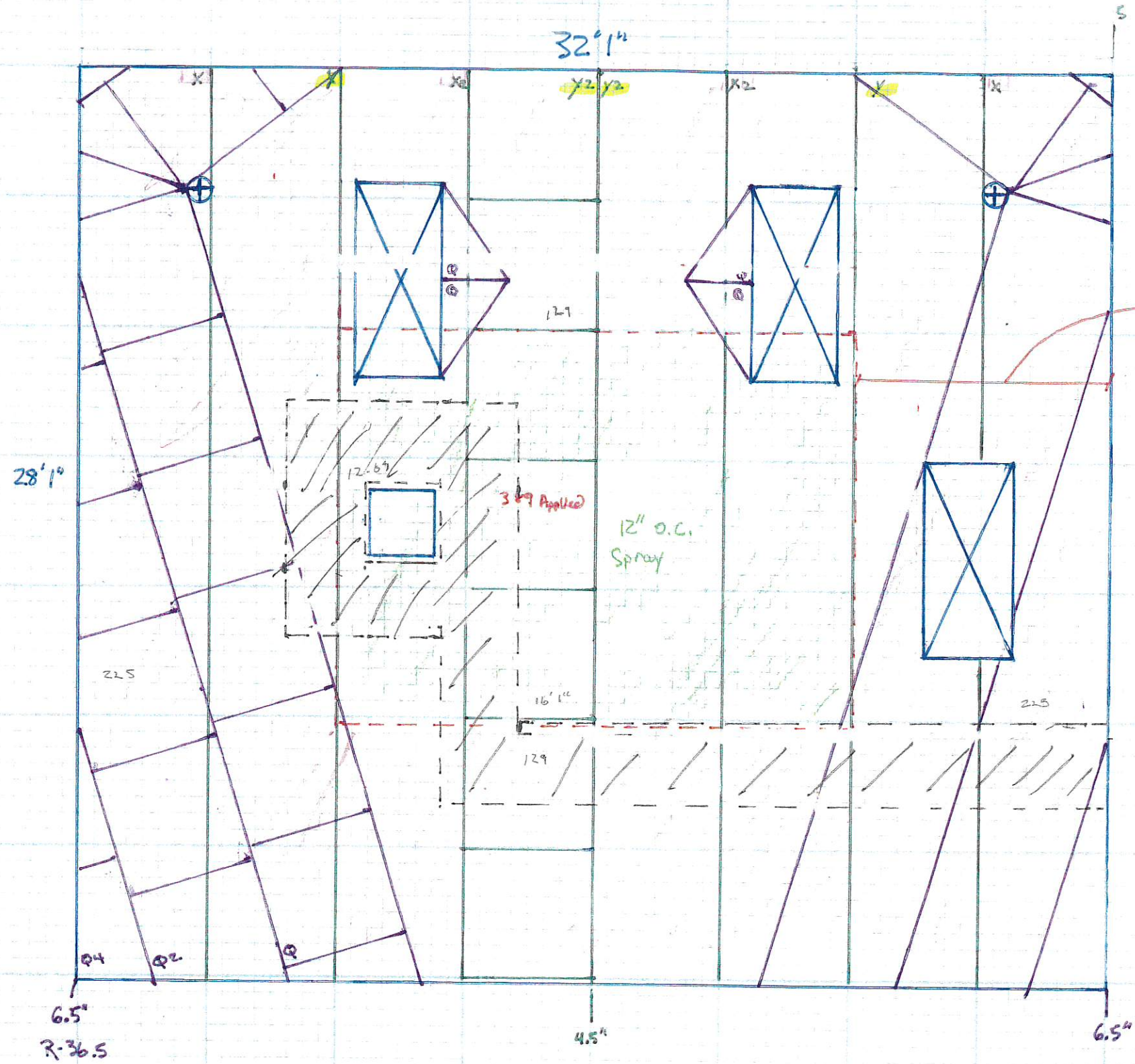
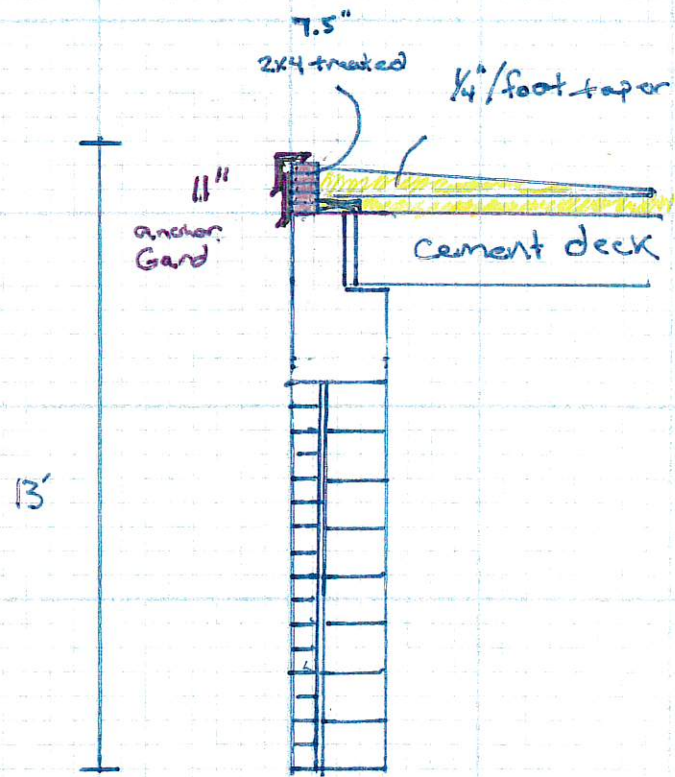
NOT TO SCALE



3000 CENTINIAL DR. STE 2
 WILMINGTON, DE 19804
 PHONE (302) 471-2887 FAX (302) 471-2385

WYOMING CLEAN WATER
 BUILDING
 NOT TO SCALE

GENERAL NOTE:
 Details



1.988 Applied
8" perimeter/Corner
6" O.C. Bead

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
Valve Actuator Replacement	DHE Plumbing and Mechanical	\$78,400.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: June 22, 2022
Subject: Valve Actuator Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: July 5, 2022

RECOMMENDATION:

It is recommended the City Council award the bid for the replacement of three electric valve actuators as provided by DHE Plumbing & Mechanical in the amount of \$78,400.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant has over 100 electric valve actuators which are used to open and close valves throughout the water treatment process. Two such valve actuators are utilized to isolate settled water flow through 60" piping between filters and a third valve actuator is operated to allow raw flow into the north treatment plant through a 48" pipe. All three electric valve actuators are over 40 years old and are due for replacement. Two of the actuators no longer function and it is prudent to replace all three actuators to ensure reliable plant operation.

The replacement project was competitively bid with specifications made available via the City's website and provided to twenty-six requesting companies. A pre-bid meeting was held at the Water Treatment Plant on Tuesday, May 2 for contractors to review the project. On Tuesday, June 14, bids from four companies were received and are as follows:

Allied Mechanical Services Inc	\$85,600.00
DHE Plumbing & Mechanical	\$78,400.00
Franklin Holwerda Company	\$104,200.00
JETT Pump and Valve	\$98,787.82

Upon review of the bid documents received, DHE Plumbing and Mechanical met the necessary bid specifications and was also the lowest bid. DHE has previously been awarded utility valve projects and has performed quality installations at a fair, competitive price.

BUDGET IMPACT:

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

VALVE ACTUATOR REPLACEMENT 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 **VALVE ACTUATOR REPLACEMENT** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of June 14, 2022 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: _____

LEGAL NAME OF COMPANY DHE Plumbing & Mechanical

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

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

4475 8TH AVENUE
STREET ADDRESS

GRANDVILLE MI 49418
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: [Signature]

Scott G. Smith, City Attorney

Contractor

By: [Signature]
Signature for Contractor

JOSH HEMBERG - OWNER
Printed Name & Title of Person Signing

Date signed: 6/29/22

BID/PROPOSAL FORM

BID/PROPOSAL FOR VALVE ACTUATOR REPLACEMENT

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

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

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

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

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

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

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

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

DHE Plumbing and Mechanical

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications contained herein:

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

State bid price as per the specifications included herein. \$ 78,400.00

State the brand/models (required): _____

Rotork - (2) Model IQ19/IW72K & (1) Model IQM25/IW8R

Reminder: All warranties must be included with bid/proposal

List three locations where bidder has installed similar Rotork electric actuators:

Structure type Water Treatment Plant Address: 17350 Lake Michigan Drive

Contact Name Doug Gay Contact Phone Number: 616-414-2886

Structure type Water Treatment Plant Address: 15 Baldwin

Contact Name _____ Contact Phone Number: 616-457-0720

Structure type _____ Address: _____

Contact Name _____ Contact Phone Number: _____



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

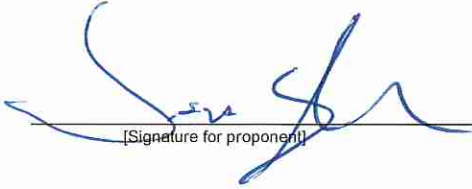
DHE Plumbing and Mechanical

Bid/Proposal Form Continued

DHE Plumbing and Mechanical

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]


[Signature for proponent]

[2nd signature for proponent]

Josh Heyboer - Owner

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: June 14, 2022

4475 8th Avenue

[Proponent's street address]

616-896-8414

[Proponent's business phone]

Grandville MI 49418
[City] [State] [Zip]

616-262-3574

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

josh@dheplumbing.com

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

Corporation

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

ORDINANCE NO. 13-22

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (133) TO REZONE 5160 AND 5190 BYRON CENTER AVE 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 (133) to read as follows:

- (133) To conditionally rezone the following described property at 5160 and 5190 Byron Center Ave SW from B-1 Local Business District to B-2 General Business District, subject to the terms and conditions of the Conditional Rezoning Contract dated as of March 15, 2022, among the City of Wyoming and American Kendall Properties, LLC, Michael Speedy, a copy of which is attached as Exhibit A.

DESCRIPTION OF 411727300045:

PART OF THE SW 1/4. SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW COMER OF SAID SECTION 27; THENCE N01°19'23"W 293.70 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE N88°40.37"E 50.00 FEET TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01 °19'23"W 162.69 FEET ALONG SAID EAST LINE; THENCE S8B004'19"E 199.88 FEET; THENCE N01°19'23"W 140.14 FEET; THENCE S87°55'44"E 15.09 FEET; THENCE N01°19'23"W 274.17 FEET; THENCE S87°55'44"E 503.16 FEET; THENCE S01 °19'23"E 841.12 FEET; THENCE N87°55' 44"W 390.03 FEET ALONG THE NORTH LINE OF 52ND STREET; THENCE N01°19'23"W 283.04 FEET; THENCE SB8°40'37"W 327.56 FEET TO THE PLACE OF BEGINNING. CONTAINS 9.793 ACRES.

DESCRIPTION OF 411727300040:

PART OF SW 1/4 COM AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 293.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC - TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 36.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG * SEC 27 T6N R12W 2.00 A.

Section 2. This ordinance shall take effect on _____, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2022.

Kelli A. VandenBerg
Wyoming City Clerk

REZONING AGREEMENT

This Rezoning Agreement is made as of _____, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and **American Kendall Properties, LLC**, an Indiana limited liability company of 3600 Woodview Trace, Ste 130, Indianapolis, IN 46268, or assign to its single purpose entity (**Developer**) with the consent of the owner of the affected property.

RECITALS

A. Developer has the right to seek the rezoning of two parcels of vacant real property totaling approximately 11.79 acres located at the northeast corner of Byron Center Ave SW and 52nd St SW commonly known as 5160 and 5190 Byron Center Ave SW, PP# 41-17-27-300-045 and 41-17-27-300-040 in the City of Wyoming, Kent County, Michigan (the **Property**), as depicted on **Exhibit A** and more specifically described as follows on City's property tax roll:

411727300045 PART OF SW 1/4 COM 293.70 FT N 1D 19M 23S W ALONG W SEC LINE & 50.09 FT S 87D 55M 44S E TO E LINE BYRON CENTER AVE FROM SW COR OF SEC TH N 1D 19M 23S W ALONG SD E LINE 162.69 FT TH S 88D 04M 19S E 199.88 FT TH N 1D 19M 23S W 140.14 FT TO N LINE OF S 600 FT OF SW 1/4 TH E ALONG SD N LINE 15.09 FT TH N 1D 19M 23S W 274.17 FT TH S 87D 55M 44S E 503.16 FT TH S 1D 19M 23S E 841.12 FT TO N LINE OF 52ND ST TH N 87D 55M 44S E ALONG SD N LINE 390.03 FT TH N 1D 19M 23S W 283.04 FT TH S 88D 40M 37S W 327.56 FT TO BEG * SEC 27 T6N R12W 9.79 A. SPLIT ON 05/30/2008 FROM 41-17-27-300-041;

and

411727300040 PART OF SW 1/4 COM AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 293.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC - TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 36.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG * SEC 27 T6N R12W 2.00 A. SPLIT ON 03/02/2006 FROM 41-17-27-300-026, 41-17-27-300-034.

B. Developer seeks to develop the Property with a mixed-use development including up to 6,000 square feet of commercial and retail space and up to 178 dwelling units as conceptually depicted on the attached **Exhibit B** (the **Project**) submitted with Developer's Application for Rezoning.

C. Developer recognizes City's concerns about rezoning the Property and voluntarily offers this Agreement to address those concerns.

TERMS AND CONDITIONS

For the consideration in and referred to by this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

1. Rezoning. City will consider Developer's request to rezone the Property from the B-1 Local Business zoning district to the B-2 General Business zoning district (the **Rezoning**) in accordance with its normal procedures under and City's Planning Commission, City Council, and City staff retain all their rights and discretion under **City's zoning ordinance**, chapter 90, Code of Ordinances, City of Wyoming, Michigan (<https://www.wyomingmi.gov/Portals/0/Zoning%20Ordinance-%20PDF%20Version-%20December%202021.pdf>) and Michigan law and shall exercise those rights and discretion in accordance with City's zoning ordinance and Michigan law, subject only to the terms of this Agreement as it affects the uses of the Property after the rezoning and the duration of the rezoning if certain development does not occur in accordance with this Agreement.

2. Conditions of Approval. Under section 405 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3405, Developer voluntarily offers, and City accepts and approves, the following Rezoning conditions which will be in effect when the Rezoning is approved by the City Council:

A. The Property may be developed, occupied, and used only in a manner (i) in accordance with concept plan for the Project attached as **Exhibit B**, as it may be subsequently altered to meet concerns of or conditions imposed by City's Planner or Planning Commission are part of City's approval of a special use permit or site plan submitted, reviewed and approved in accordance with City's zoning ordinance as provided in subsection C, (ii) the final plan(s) approved as provided in subsection C, (iii) approved building plans, (iv) if needed, plans approved by City's engineer, (v) required approvals and any conditions on those approvals by county or state agencies, and (vi) any other requirements under applicable laws, rules, regulations, or permits.

B. Developer must apply for and obtain a special use permit to develop multi-family residential uses on the Property and apply for and obtain site plan approval for its development of the Property, both as provided in City's zoning ordinance. Before issuance of building permits for the Project, Developer must submit for the review and approval of the City Planning Commission a final site plan. In its review of the final site plan, the Planning Commission shall rely on the standards of review contained in City's zoning ordinance. Approval of the final site plan presented shall not be unreasonably withheld or delayed.

C. Regardless of any provision of City's zoning ordinance the Property must not and will not be developed, occupied, or used for any of the following uses otherwise permitted in the B-2 General Business zoning district: automobile gasoline and automobile service stations, adult businesses, new or used mobile homes sales or service, excavation equipment sales or service, machinery or farm implement sales, and automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms.

D. If a building permit to construct the Project in accordance with the requirements of subsections A and B is not issued by City and construction on that project in accordance with that building permit does not substantially begin (*i.e.*, initiation of grading and installation of utility lines and/or footings) begin by December 31, 2023, then the zoning reverts back to B-1 Local Business zoning.

3. Amendments to Final Plans. Changes to an approved final site plan shall be applied for and considered in accordance with the following:

A. Major changes, meaning any change that is not a minor change, shall be:

1. Identified and described in a written amendment to this Agreement approved by the City Council, signed by all parties, and recorded with the Kent County Register of Deeds.
2. Noted on the final site plan which notation shall be signed by the City with the date of the

approval of the amendment.

B. Any approved minor change shall be noted on the final plan, which notation shall be signed by the Planning Director with the date of the approval of the amendment. "Minor changes" include, but not be limited to, the following:

1. Movement of buildings or other structures by no more than 15 feet;
2. Changes permitted, required, or requested by the City or other governmental regulatory agency to conform to other laws, or regulations; and
3. A decrease in the size of a building.

C. As provided in City's zoning ordinance, City's Planning and Economic Development Director shall determine whether the change is major or minor.

4. Utilities.

A. Electric power, telephone, natural gas, public water, and public sanitary sewer services ("**Public Utilities**") shall be provided to all units in the Project in accordance with applicable laws, rules and regulations, and with any terms of service provided by the providers of each of the Public Utilities. Public Utilities (except streetlights) shall be installed and maintained underground if required by the City. Before any building permit is issued for the Project a complete grading and utility plan for the Project shall be submitted to and approval by City's engineer.

B. Developer shall obtain the approval of the Kent County Drain Commissioner for any aspects of the Project that are subject to the jurisdiction of the Kent County Drain Commissioner. All other stormwater improvements shall be subject to the City's engineer's review and approval.

5. Recording and Binding Effect.

A. This Agreement shall be recorded with the Kent County, Michigan Register of Deeds. City will pay the costs of recording.

B. The obligations under, and other terms and conditions of this Agreement are covenants that run with the land, and thus bind successors in title of the Property.

6. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. There are no other agreements, representations, or promises between the parties.

B. To the extent it does not frustrate the purpose of this Agreement, the invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

C. Notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

D. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

E. This Agreement is made in, affects property in, and is to be performed in the state of Michigan. It shall be interpreted and enforced in accordance with, and the rights of the parties shall be governed by Michigan law. Jurisdiction and venue for any action brought under or to enforce a provision of this Agreement shall be solely in the state courts in Kent County, Michigan.

F. This Agreement can be amended only in writing signed by both parties after approval of the City Council.

G. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.

[Signatures on next page.]

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

CITY:
CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

Acknowledged before me on _____, 2022,
by Jack A. Poll and Kelli A. Vandenberg, known to
me as the Mayor and City Clerk, respectively, of the
City of Wyoming, Michigan.

By: _____
Kelli A. Vandenberg, City Clerk

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

Approved as to form:

Scott G. Smith, City Attorney

DEVELOPER:
AMERICAN KENDALL PROPERTIES, LLC

STATE OF INDIANA
COUNTY OF MARION

By: _____
Michael L. Speedy, Managing Member

Acknowledged before me on _____, 2022,
by Michael L. Speedy, known to me as the
Managing Member of American Kendall
Properties, LLC.

_____, Notary Public
Marion County, IN
Acting in Marion County, IN
My commission expires: _____

CONSENT OF PROPERTY OWNER:

The record owner of the Property described in this
Rezoning Agreement states that the Developer
was authorized to pursue this Agreement,
consents to the terms and conditions in and to the
recording of this Agreement, and agrees that the
terms and conditions are also binding on it and
shall be run with the land.

STATE OF MICHIGAN
COUNTY OF _____

Acknowledged before me on _____, 2022,
by Dan Dykgraaf, known to me as the Managing
Member of 52nd/Byron, LLC.

52ND/BYRON, LLC, a Michigan limited liability
company

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

By: _____
Dan Dykgraaf, Managing Member

No state or county transfer taxes are due because no interest is conveyed by this document.

Drafted by:
American Kendall Properties, LLC
3600 Woodview Trace, Suite 130,
Indianapolis, IN 46260

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

EXHIBITS:

Exhibit A – Depiction of Property

Exhibit B – Depiction of Project

EXHIBIT A
Depiction of Property



EXHIBIT B

Depiction of Project



LEGEND

- ① SITE ACCESS
- ② POOL & GRILL
- ③ 11 UNIT BUILDING
- ④ 12 UNIT BUILDING
- ⑤ 11 UNIT BUILDING
- ⑥ MAIL KIOSK
- ⑦ TRASH COMPACTOR
- ⑧ CONCEPT PLANTINGS
- ⑨ TREE PRESERVATION AREA
- ⑩ STORMWATER DETENTION
- ⑪ OPEN SPACE

NOTES

Site Location	=	Site 15 & Byron Center Ave City of Wyoming, MI
Site Area	=	11.78 ac.
11 unit Bldg (1)	=	129
12 unit Bldg (2)	=	15
11 unit Bldg (3)	=	132
11 unit Bldg (5)	=	24

THE RETREAT
ILLUSTRATIVE SITE PLAN RENDERING



May 2, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to Rezone 5160 and 5190 Byron Center Avenue SW from B-1 Local Business to B-2 General Business (Section 27) (Byron Investors LLC/52nd Byron LLC)

Planning Commission Recommendation: To deny the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 15 and again on April 19, 2022. At the April meeting, a motion was made by DeLange, supported by Arnoys, to recommend that City Council deny the conditional rezoning contract and deny the rezoning request. The motion to deny passed 5-4 with Arnoys, DeLange, Goodheart, Hegyi, and Weller voting in favor; and Hall, VanDuren, Zapata, and Micele voting against the motion to deny.

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

The petitioner proposes to rezone an 11.79 acre site located on the north east side of 52nd and Byron Center and adjacent to the Pines Golf Course from B-1 Local Business to B-2 General Business. The applicant has offered a conditional rezoning contract for a mixed-use development with up to 6,000 square feet of commercial retail space and up to 178 dwelling units. The conditional rezoning contract offers to restrict multiple B-2 uses including automobile gasoline and service stations, adult businesses, new or used mobile homes sales, and others which may not be compatible with the future development.

The property is currently zoned B-1 and has remained vacant since it was separated from the Pines Golf Course and rezoned in 2002 to allow for anticipated commercial development. The development, a prospective grocery store, never materialized, and the property has received little interest from commercial developers since.

City staff refer to previously approved city plans, such as the Wyoming [re]Imagined Master Plan and the Analysis of Impediments to Fair Housing Choice (AI) and Housing Needs Assessment (HNA), when considering rezoning requests.

community • safety • stewardship

CITY COUNCIL

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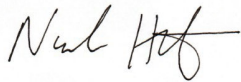
The Master Plan states goals for providing equitable, diverse, and geographically dispersed housing, which includes single family, multi-family, and mixed housing. The plan also states intent to attract mixed-use development and develop neighborhood commercial nodes. The future land use plan identifies this site as Neighborhood Commercial, which by definition includes mixed-use projects with commercial, retail, office and multifamily.

Wyoming's Analysis to Impediments (AI) and Fair Housing Choice and Housing Needs Assessment (HNA) confirmed the City's need for more housing diversity throughout the entire community. Specifically, there is a demand for 2,010 units among high-income renters earning 80% of Area Median Income (AMI) or more than \$50,000 annually. The project being proposed would help meet this demand.

During the public hearing at the March 15, 2022 Planning Commission meeting and during non-public hearing comments at the April 19, 2022 meeting, multiple members of the public spoke in opposition to the project.

Please refer to the Planning Commission minutes from March 15, 2022 and April 19, 2022, for a detailed summary of the public comments received and those comments made by Planning Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a large initial "N" and a stylized "H".

Nicole Hofert, Director of Planning and Economic Development
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

AGENDA ITEM NO. 1

Request to approve a rezoning from B-1 Local Business to B-2 General Business at 5160 and 5190 Byron Center Avenue SW (Section 27) (Byron Investors LLC/52nd Byron LLC)

Hofert explained that the site is currently vacant and outlined the various uses of the surrounding land.

Hofert stated that the envisioned use of the two parcels is to redevelop the site as a mixed-use neighborhood. The 11.79 acre site is located on the north east side of 52nd and Byron Center and is adjacent to The Pines Golf Course. It is also located nearby other residential and local business uses. This is a rezoning request only. Planning Commission review for site plan approval and special use approval (multi-family use) will be a separate action if the parcel is rezoned by City Council. The applicant has submitted a conceptual site plan for discussion and reference purposes only. The applicant has also offered a conditional rezoning contract which limits the future uses of the site and requires the property to revert to the B-1 zone district if the project fails to be constructed.

Hofert 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 these parcels as future Neighborhood Commercial. The proposed use is consistent with the future envisioned use.

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

The current commercial use designation is consistent with the desired future commercial use. The proposed rezoning to B-2 to permit 6,000 square foot of neighborhood commercial amenities is compatible with the adjacent zone districts in place. The developer has offered a conditional rezoning contract that restricts certain B-2 uses which may not be desirable including automobile gasoline and automobile service stations, adult businesses, new or used mobile homes sales or service, excavation equipment sales or service, machinery or farm implement sales, and automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms

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

The property can be served by public utilities.

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

The property's current B-1 zoning does not allow for a multifamily housing component, which may be an impediment to its future development. Subject parcels are located adjacent to another parcel zoned B-1 that was developed as a professional office building, rather than as Neighborhood Commercial. The B-2 district is the only district which permits mixed-use developments with commercial and residential components.

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

The B-2 zone district provides for a mix of commercial and multi-family residential uses which are appropriate for this location. Other less desirable uses are restricted as part of the developer offered conditional rezoning contract.

Hofert shared that the Development Review Team recommends that the Planning Commission recommend to City Council acceptance of the developers conditional rezoning contract and approval for the rezoning request for 5160 and 5190 Byron Center Ave SW from B-1 to B-2 subject to the condition that the parcels are combined.

Micele opened the public hearing at 7:08 PM.

Charles Bult, 5120 Byron Center Ave SW, Wyoming, MI 49519, said that he is not opposed to the development, but he is very concerned about the traffic and how the traffic backs up on 52nd St and Byron Center Ave.

Tom Dowling, 5024 Sunvale Ct SW, Wyoming, MI 49519, stated that when these parcels were split from The Pines Golf Course there was an agreement with the City that apartments would not be built at that location. Dowling stated that the problem in the area is that the watershed to Buck Creek is overloaded and adding more solid surface will create more flooding in the area. Dowling pointed out some areas in the City that have recently had issues with flooding related to Buck Creek. Dowling asked that the Commissioners vote no.

Bonnie Komejan, 4660 Allyson Ave SW, Wyoming, MI 49519, said that she has been a resident for 34 years. Komejan spoke about the project that The Pines had presented to residents involving construction of apartments and said that if you compare this project with The Pines there could be over 900 apartment units on both sites. She mentioned other rental properties in Wyoming and said that her neighborhood will change. Komejan encouraged the Commissioners

to rezone this site to residential because crime, traffic, and school is a concern. She urged the Commissioners to think if they would want to be surrounded by apartments.

Bryan Kettner, 1895 Glenvale Dr SW, Wyoming, MI 49519, said that he has been a resident for 35 years. Kettner stated that his neighborhood is low density and from looking at the site plan it looks like this project is a high-density low-income housing. Kettner explained that this project is not a good mix with the surrounding neighborhood. This project should not be placed in South Wyoming and should be placed in another area.

Terry Dikker, 1734 Oakvale Dr SW, Wyoming, MI 49519, shared that she has been a resident for 33 years and her concern is regarding roads. Traffic backs up at 52nd St. and Burlingame, and there is generally a lot of traffic in the area so she suggested adding turning lanes.

Steve King, 4777 Pinnacle Ct. SW, Wyoming, MI 49519, said that he is extremely concerned about the The Pines development as well as this project because the amount of rental units will permanently alter the surrounding neighborhoods. King is concerned about utilities and the traffic in the area and that adding more rental units to the area will increase traffic. Storm runoff, sewer capacity, water and electricity is a concern for King and he would like to see impact studies. King said that there will be an additional need for police and fire in the area. King has concerns about crime and impacts it will have in the neighborhood.

Tim Spears, 4480 Sheri Lynn Dr. SW, Wyoming, MI 49519, has been a taxpayer for 29 years. Spears has concerns about the increased traffic since M-6 was constructed. He said that he spoke with the developer for The Pines and that the developer will take care of the concerns he has about nature and traffic related to that project. Spears' is concerned about where the wild animals will go if land is developed. Spears' believes that there will be more car/deer accidents. Commissioners should take into account the quality of life of the residents who have paid taxes and have lived in the area long term because once land is paved it is gone. Spears' said that the nature preserve will get run over and doesn't believe that the properties will go up in value.

Kathy Kettner, 1895 Glenvale Ct. SW, Wyoming, MI 49519, has lived in her home for 35 years. Kettner is concerned about the environment and wildlife and said that there will be no place for wild animals to go. She is worried about the capacity of Grandville Public Schools and how the schools do not have the capacity for more students. Kettner is concerned about the traffic since 52nd St backs up during busy times. Kettner said that the major taxpayers live in the area because they own the homes and have lived in them for a long time and the value of the homes will not go up because of this development. Crime moves in when you build apartments.

Dave Hogan, 2418 Golfbury Dr SW, Wyoming, MI 49519, said that when the West side of Byron Center was rezoned a few years ago at the time the concern was the amount of traffic and how cars would enter the site. Hogan says that traffic will be a nightmare and worsen as time goes on.

Mike Speedy, American Kendall Properties, 6745 Grey Rd, Indianapolis, IN 46237, introduced himself as the developer and said that he will do his best to address concerns. Speedy said that related to density he researched the Wyoming [re]imagined Master Plan and wants to be consistent with what the community has already put in writing and ensure that the project is placed in the right location. A traffic study has been completed and Speedy said that the traffic impact with this development would be less than a traditional commercial development which is what the property is currently zoned for. Water drainage would be detained on site to ensure there is no impact on the watershed, and that will be determined working alongside the City Engineer and Kent County. A utility study has been completed and it has been determined that there is sufficient capacity for this development. Speedy presented photos of what the buildings would potentially look like and pointed out where the retail/tenant space would be. Speedy also presented photos of the interior of the units and the types of finishes that would be installed. Speedy talked about the Haven and how this development would be similar. Speedy stated that he is happy to answer any questions.

The public hearing was closed at 7:44 PM.

A Motion was made by Hall, supported by VanDuren to recommend to City Council acceptance of the conditional rezoning contract and approval of the rezoning request for 5160 & 5190 Byron Center Ave from B-1 to B-2 subject to the condition that the parcels are combined.

DeLange explained that he lives in Golfview Estates and has 38 years experience working for the city. DeLange said that he drove down 52nd and noticed that only 4 major intersections are entirely single family. He is concerned about the B-2 zoning and said the parcel is currently zoned B-1 and that is what the master plan shows. B-2 allows more heavier uses than B-1 and he is concerned about the uses that would be allowed. DeLange is concerned that if this property is rezoned then The Pines might want to rezone their property as well. Apartments are a Special Use approval in B-2 and if his calculations are correct only 8% of this project is business use. DeLange is not comfortable voting in favor of this project and suggested that the project be deferred to the April 19th Planning Commission meeting so Commissioners are able to fully process and understand the project.

Hegyí asked about the comment made by a resident saying that the City guaranteed that the site would never be developed into apartments and wanted to know if that statement could be investigated.

Hofert stated that there is no deed restriction on the land that prevents residential from being built. B-1 does not allow residential but the future land use and master plan that was reviewed with Planning Commission, City Council, and the residents did recommend mixed use at the site that would include residential.

Hegyí asked if the traffic issues should be addressed at this time.

Hofert stated that previous traffic impact studies have been completed at this corridor. Any future development would likely include a dedicated turn lane that would be elongated at 52nd St. as well as traffic signal adjustments. A traffic impact study would need to be submitted for any development taking place at this site or any surrounding sites and that conversation would occur during site plan review.

Weller asked if there was any development happening at The Pines Golf Course.

Hofert stated that a developer has scheduled meetings with the public to talk about potential projects with The Pines but nothing has officially been submitted to the City. A meeting has been scheduled between The Pines and the City for this week.

Weller stated that he thinks the property should not be rezoned, there are other property sites for housing in other areas of the City. He doesn't think commercial, and apartments should be placed at this site.

Goodheart asked if staff could go back to meeting minutes to find out if the City was involved in saying that apartments would not be built at this site.

Hofert said that the minutes are not immediately available so she cannot 100% confirm if something was said but a lot of things are said during the development processes. What matters is what the current zoning is, what's permitted in zoning, and if there are deed restrictions or other contractual obligations and, in this case, those binding contracts do not exist on this site.

Goodheart asked if a copy of the conditional rezoning contract was supposed to be included in the agenda packet.

Hofert stated that it should have been included in the packet, but it was found that it was not included.

The conditional rezoning contract was shown on the screen and projectors so the Commissioners and audience could read it. Commissioners were then given hard copies of the contract during the meeting.

Micele asked if this item could be deferred to the next meeting.

Hofert explained that it could be deferred as long as Hall was willing to withdrawal or amend his initial motion.

Micele asked Hall if he would be willing to retract his initial motion and defer the motion to the April 19 meeting.

A motion was made by Hall, seconded by VanDuren to defer the project to the April 19, 2022 Planning Commission meeting .

DeLange asked if the public hearing period would be closed for this agenda item.

Hofert stated that comments regarding this item can be made during the public comment on non-public hearing agenda items at the April 19th meeting because it will be considered an old business agenda item.

A vote to defer the project to the April 19th meeting date carried unanimously.

AGENDA ITEM NO. 2

Request to approve a special use secondhand business at 3637/3639 Clyde Park Avenue SW (Section 23) (Vanhert LLC) (Includes site plan approval)

Meagher explained that the site is currently zoned B-2 General Business and outlined the various uses of the surrounding land.

Meagher said that the applicant is proposing to operate a secondhand antique store within the existing multitenant building located at 3637/3639 Clyde Park Avenue SW. Antique, collectible, and artisan vendors will be operating in the proposed space Wednesdays, Thursdays, and Sundays from 11:00am-6:00pm, and from 11:00am-7:00pm on Fridays and Saturdays. Meagher stated that the proposed business will not include the purchasing or trading-in of used items, and all sales will be conducted through a single register system located at the front of the store. No outdoor display or storage is proposed at the site.

Meagher explained that the site provides 1.39 acres with an existing multitenant building of 25,500 square feet. The building currently contains 5 total suites, which are occupied by a restaurant, a medical office, a salon, and a commercial office user. The applicant would be occupying the final tenant space, which consists of 13,300 square feet of retail space, plus an additional space for backroom storage and vehicle unloading. No building additions are proposed for this project. The site can be accessed off of two separate access points along Clyde Park Avenue, and a shared parking agreement exists between the site and the adjacent parcel to the north (3625 Clyde Park Avenue SW), which provides ample parking for all tenants across both sites.

Meagher stated that two separate actions are required. The first is regarding the special approval request and the second relates to review of the site plan. Two sets of standards are, therefore, applicable and are addressed as follows:

Section 90-507(3) establishes general review standards for special approval uses:

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF MAY 17, 2022

PLANNING COMMISSION
MEETING MINUTES OF APRIL 19, 2022
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, DeLange, Goodheart, Hall, Hegyi, Micele, VanDuren, Weller, Zapata

MEMBERS ABSENT: None

STAFF PRESENT: Hofert, Director of Planning and Economic Development
Meagher, Planner II
Smith, City Attorney
Dent, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of March 15, 2022 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:02 PM.

Terry Dikker, 1734 Oakvale Dr SW, Wyoming, MI 49519, said that she did some investigation and commented that the land use plan for this corner in the Wyoming [re]imagined Master Plan looks to be classified as neighborhood commercial center which she interprets as something similar to Chateau Center on the corner of Burlingame Ave & 44th St SW. She doesn't think that anyone in the audience has any opposition to that type of development. Dikker stated that it appears that regarding the proposed development the developer stated that there would be over 4,000 s.f. of retail space when there is actually 4,015 s.f. of retail space proposed. Dikker is surprised that Mr. Speedy mentioned in the presentation at last month's meeting that if the

market wasn't good for retail the retail space could be used as club facilities such as a club house or fitness center. Dikker said that the proposed drawings that were submitted designates a large portion of the retail space as a 16' ceiling clubhouse. Dikker stated that she doesn't believe that the project truly fits the description of B-2 General Business, nor does it fit in with Wyoming's Master Plan for that site. Dikker asked the board to leave it zoned as B-1.

Tom Dowling, 5024 Sunvale Ct SW, Wyoming MI 49519, said that he has been an architect for many years. Dowling said that the site plan that was shown last month doesn't match the subdivision plan. Dowling looked up the properties through the Kent County GIS system and - the property lines do not match up with what is shown in the plan provided. Dowling stated that if the property description is incorrect, then the property stakes that are on site are incorrect unless the owners' bought property or have been given an easement from The Pines Golf Course. Dowling spoke to the board saying that rumor has it that these guys and the guys from Chicago are working together on this project, and if they do decide to change the zoning, they better be very careful on what they do, say, or let them have, and he thinks the precedence will be set for the pines if the property line is incorrect. Dowling agrees with the first speaker. Dowling stated that they were promised that the property will always be a golf course when the property was previously sold. Dowling spoke about the watershed-sand and gypsum dome that is located in Wyoming.

Lenore Burnett, 1885 Camrose Ct SW, Wyoming, MI 49519, said that she is a 41 year resident and feels that the Planning Commission is not listening to residents who are paying taxes. Burnett feels that apartments are getting shoved down their throats. Burnett is not opposed to apartments and said that Chateau Apartments is behind her property. At the time Chateau Estates was developed the residents opposed the project but the developer worked with the residents to make the project more palatable. Burnett feels that the intersection of 52nd and Byron Center is inundated with apartments. Burnett is tired of all apartments surrounding her, wants nice houses or something different to an already busy corner.

Danielle Ouendag, 1856 Chableau Ct SW, Wyoming, MI 49519, stated that she looked at the Wyoming [re]imagined Master Plan and the plan for The Pines. Ouendag said that The Pines Development talks about commercial and mixed use fronting the street with medium density residential in the rear incorporating housing. Ouendag stated that it looked like that project development would occur. She stated that The Pines project talks about an opportunity site in the front of the property, the frontage about being sensitive to the neighborhood, and enhancing the character surrounding the neighborhoods. Ouendag doesn't think that changing the zoning from B-1 to B-2 enhances the neighborhood. Ouendag said that a project like a Chateau Center is walkable, provides basic services and convenient shopping for the neighborhood and community and thinks that is what it was originally zoned for and thinks it should stay that way.

Tracy Olson, 1933 Chateau Dr SW, Wyoming, MI 49519, stated that she agrees with what most of the speakers have said. Olson stated that there is a private neighborhood Facebook page that

that consists of 662 people and the opposition to apartments is huge. Olson is not against moving forward with something because progress is inevitable, but the idea of apartments is bothersome to owners.

Dennis Wyatt, 1846 Pinnacle Dr SW, Wyoming, MI 49519, said that he moved to Wyoming 20 years ago because of the number of rentals in Kentwood. Wyatt said Wyoming has been very nice the last 20 years and the City is planned very well. Wyatt is afraid that property values will decline if multifamily is built and said that the City should keep multifamily and single-family neighborhoods separate in order to have high quality neighborhoods.

Kim Tobian, 1992 Frontier Ct SW, Wyoming, MI 49519, agrees with what the speakers have said. Tobian said that residents had meetings with the developer of The Pines and that the developer proceeded the right way by asking residents what they want as a community. Tobian said that what happens tonight with this parcel could set more of a precedence on what could happen with The Pines Golf Course development and that it wouldn't fit in with our community well.

Steve King, 4777 Pinnacle Ct SW, Wyoming, MI 49519, thanked the Commissioners for delaying the decision on the rezone last month in order to read the contract that was provided to Commissioners. King asked that the decision of the rezone should not be made without considering the future of The Pines development even though nothing has been submitted by the Developer to the City yet. It would be a disservice to the Community to make a decision without understanding the plans that are coming from The Pines. King commented on the discussion from last month regarding conversation from residents stating that the City promised years back that no apartments would be built on site. King wants to know if any research was performed to find out if past minutes indicated or confirmed that promise.

Micele closed the public hearing at 7:16pm.

AGENDA ITEM NO. 1

Request to approve a special use storage and repair facility at 720 44th Street SW (Section 25) (Victor Real Estate Holdings LLC) (Includes site plan approval)

Meagher explained that the site is currently a vacant outlot of a powersports sales facility and outlined the various uses of the surrounding land.

Meagher said that Fox Powersports is proposing to construct a new storage and service building at their existing site. The new facility would provide boat setup and repair services, as well as additional storage space for new inventory and customer owned powersport vehicles. Stored vehicles will include all-terrain vehicles, utility terrain vehicles, motorcycles, and watercraft. The building will be in operation from 10:00AM – 6:00PM Monday through Friday, and two service

Weller asked if existing properties that don't comply would be grandfathered.

Meagher confirmed that they would.

Arnoys asked if businesses on 131 would be considered street frontage.

Meagher said that 131 is not considered street frontage.

DeLange spoke about the history of outdoor storage in industrial zones and asked staff what the future intent of the I-3 zoning is.

Meagher responded saying that currently there is the ability for outdoor storage in I-1 but there are no location requirements, so a business could potentially put open storage in the front yard. Staff has acknowledged that open storage is permitted but the intent is that open storage is not located in the front yard. Meagher said that outdoor storage will continue to be prohibited in the I-3 zoning district moving forward.

A vote on the motion carried unanimously.

OLD BUSINESS

AGENDA ITEM NO. 3

Request to approve a rezoning from B-1 Local Business to B-2 General Business at 5160 and 5190 Byron Center Avenue SW (Section 27) (Byron Investors LLC/52nd Byron LLC)

Hofert stated that this item was previously presented at the March 15, 2022 meeting but in order to remind Commissioners and the audience the information about the rezone request another formal presentation is being presented.

Hofert explained that the site is currently vacant and outlined the various uses of the surrounding land.

Hofert stated that the envisioned use of the two parcels is to redevelop the site as a mixed-use neighborhood. The 11.79 acre site is located on the north east side of 52nd and Byron Center and is adjacent to The Pines Golf Course. It is also located nearby other residential and local business uses. Hofert reminded Commissioners and the audience that this is a rezoning request only. Planning Commission review for site plan approval and special use approval (multi-family use) will be a separate action if the parcel is rezoned by City Council. The applicant has submitted a conceptual site plan for discussion and reference

purposes. The applicant has also offered a conditional rezoning contract which limits the future uses of the site and requires the property to revert to the B-1 zone district if the project is not under construction by December 31, 2023. The conditional rezoning contract allows mixed-use development of up to 6,000 s.f. of commercial retail space and up to 178 dwelling units as conceptually depicted. In the conditional rezoning contract, the developer has offered to restrict multiple B-2 uses including automobile gasoline and service stations, adult businesses, new or used mobile homes sales or service and more. The conceptual plan is also tied to the conditional rezoning contract.

Hofert commented on the importance of reviewing the City's approved and adopted plans when considering rezoning requests. There are many that the City refers to including the Wyoming [re]imagined Master Plan that was adopted by this body and then approved by City Council last year, and the Analysis of Impediments to Fair Housing Choice (AI) and Housing Needs Assessment (HNA).

Hofert spoke about the Wyoming [re]imagined Master Plan and how the community stated goals of providing equitable, diverse, and geographically dispersed housing. This includes single family, multi family and mixed housing. The plan also had a desire to attract mixed-use development and developing neighborhood commercial nodes.

Hofert talked about the Analysis of Impediments to Fair Housing Choice (AI) and Housing Needs Assessment (HNA) and how there is a projected demand for housing units. There is a demand for 2,010 units among high-income renters earning 80% of Area Median Income (AMI) or more than \$50,000 annually. The project being proposed would attract these types of renters. This is a segment of the population that needs to be served and this project helps to close the gap and provide these types of needed units. The plan also identifies a need for a Balanced Approach. Hofert presented that the Master Plan identifies a Balanced Approach as "based on current household incomes there is a need for a more balanced housing stock that provides additional rental opportunities for lower income households, and greater housing diversity that better meets future housing demand among middle-and upper income households. A city-wide approach is needed to identify strategies to increase development capacity and physically capture potential housing demand" (pg. 12). Hofert said that the plan also states that it requires a shift in development pattern. The Wyoming [re]imagined Master Plan describes the shift as including accommodating increased density and a more varied housing stock on remaining vacant sites than what has historically been accommodated in Wyoming (pg. 13).

Sustainability and inclusivity were some other themes that the Master Plan addresses. Hofert quoted another passage of the Wyoming [re]imagined Master Plan "equity and inclusivity are two major components to a thriving community that is supportive of people of all ages, genders, races, incomes, and physical abilities. This includes access to amenities, including health care, healthy food options, education, and transportation. It also

strongly relates to ensuring desirable development and investment in the City happens equitably across all neighborhood” (pg. 18). The Master Plan stated that the City needed to address several goals including addressing housing need. Page 22 of the Master Plan states: “seek opportunities to develop vacant or underutilized lots with single family attached and multifamily housing to better meet current housing need and capture long-term growth within the region”. The Master Plan also states that we should promote highly walkable mixed use districts. Hofert explained that from a land use perspective 39.3% of Wyoming’s land is designated solely for single-family detached homes, multifamily makes up 4.3%, and single-family attached takes up 1.6%.

When reviewing a request for a rezone there are several factors which include consistency with the adopted plans including Master plan, land use plan, and housing plans; adequacy of public services; compatibility of surrounding land uses; and the current use of land.

Hofert 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 these parcels as future Neighborhood Commercial. The proposed use is consistent with the future envisioned use.

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

The current commercial use designation is consistent with the desired future commercial use. The proposed rezoning to B-2 to permit 6,000 square foot of neighborhood commercial amenities is compatible with the adjacent zone districts in place. The developer has offered a conditional rezoning contract that restricts certain B-2 uses which may not be desirable including automobile gasoline and automobile service stations, adult businesses, new or used mobile homes sales or service, excavation equipment sales or service, machinery or farm implement sales, and automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms.

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

The property can be served by public utilities.

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

The property’s current B-1 zoning does not allow for a multifamily housing component, which may be an impediment to its future development. Subject parcels are located adjacent to another parcel zoned B-1 that was developed as a

professional office building, rather than as Neighborhood Commercial. The B-2 district is the only district which permits mixed-use developments with commercial and residential components.

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

The B-2 zone district provides for a mix of commercial and multi-family residential uses which are appropriate for this location. Other less desirable uses are restricted as part of the developer offered conditional rezoning contract.

Hofert spoke regarding some of the comments that were said at last months meeting. It is widely documented in the professional world that commercial developments generate higher traffic volumes than residential developments. Hofert compared traffic peak hour trips based on the 178 units proposed for this site and the 5.5 acre Family Fare Supermarket site located at 2900 Burlingame Ave SW. Using the Institute of Transportation Engineers Common Trip Generation rates the proposed development would generate 64 PM peak hour trips while the Family Fare generates 370 PM peak hour trips. Hofert stated that Traffic Impact Studies have been performed on this corridor and the proposed project is acceptable from a traffic engineering and capacity standpoint.

Lastly, Hofert spoke about school districts and if they are involved with rezoning requests. Hofert noted that all seven of Wyoming's school district superintendents participated in the Master Plan Steering Committee and were heavily involved with the drafting and finalization of the Master Plan document. Hofert said that the City of Wyoming did receive a letter of support from Grandville superintendent regarding this rezone request.

Hofert shared that the Development Review Team recommends that the Planning Commission recommend to City Council acceptance of the developers conditional rezoning contract and approval for the rezoning request for 5160 and 5190 Byron Center Ave SW from B-1 to B-2 subject to the condition that the parcels are combined.

A Motion was made by Hall, supported by VanDuren to recommend to City Council acceptance of the conditional rezoning contract and approval of the rezoning request for 5160 & 5190 Byron Center Ave from B-1 to B-2 subject to the condition that the parcels are combined.

DeLange commented that he has concerns about the property changing to a B-2 use. DeLange said that in the prior land use plan it is shown as B-1 and the Wyoming [re]imagined plan states neighborhood commercial. DeLange said that in the land use plan there is a paragraph that describes what the idea of neighborhood commercial is and it is very soft business use like salons and office use. B-1 would support the entire area and that the City should look at this project along with The Pines as one large project and how they can work together instead of two separate projects. DeLange said that in the current B-1 there are 13 allowed uses and only 4

special uses allowed so 17 possible types of uses that could go into that property as it is currently zoned. B-2 zoning could allow for 43 possible uses that could go there. DeLange said that 22 principal permitted uses and this development contractual agreement that the developer is proposing only eliminates 1 of those uses. There are 21 different special uses that the Planning Commission could consider going into the B-2 zoned property and the development contractual zoning only proposes eliminating 4 of these uses. DeLange is not comfortable with the rezone to B-2 because of the potential intensity of development that could open and if we go down that path it opens up pandoras box for The Pines development to come in and ask for more B-2 than B-1 local business that you would typically see in a PUD. DeLange spoke about how the property was proposed as a PUD-4 and that is how he thinks it should be zoned. Planning Commission initially approved the request, but it was denied at the Council level. DeLange cannot vote for it to be rezoned to B-2.

Arnoys apologized for being absent for last month's meeting. Arnoys said he is in full support of the needs of housing in the city. He said that he is aware of the tremendous need of housing and the potential for professional housing from University of Michigan Health West campus and the fact that not all people want to buy housing and housing is not available for everyone. Arnoys commented on the statements from some of the residents and how Chateau Center is a project that people would be interested in. Arnoys asked if Chateau Estates is the same amount of acreage as this site. Arnoys thinks that Chateau Center has less acreage than this project so you would need more than just Chateau center to build this slot.

Hofert asked the Commissioners for their patience while she retrieved the acreage information for Chateau Center.

Arnoys asked about the density as in units per acre regarding this project in comparison to The Haven apartment complex.

Hofert stated that the density of this proposed project is about the same as The Haven.

Arnoys is concerned that feedback he has received about The Haven is that the site is too dense and he continues to hear conversations from residents and non-residents about this issue. Arnoys said that he is accountable because he did vote for The Haven project but looking in retrospect, he wants to ensure that the board is mindful of that. He is intrigued by the mixed use proposal but not with the density proposed.

Arnoys stated that he will probably vote no but wants to listen to the commentary and dialog from the other Planning Commission members.

Weller stated that he agrees with what DeLange said about waiting to see what The Pines does instead of rezoning this site at this time. Weller mentioned that the site had been sitting empty for a while and that it could be the price or the talk of The Pines Development, but it could be a hot

corner for commercial development. There are very few intersections with red lights that is zoned commercial left in Wyoming, and he believes that there could be a lot more room for residential whether multi-family or single family. Could be a better use for restaurant on this site. Would like to see commercial or if the developer would consider changing some of the buildings in the proposal to commercial. The building with 12 parking spots and 4000 sq ft doesn't really account for much. For residents that live there and for neighborhood residents if there were commercial salons, restaurant, insurance agency along frontage street with residential in the rear but if not he cannot support what is shown here at this time.

Hofert stated that Chateau Center is 6.5 acres.

VanDuren stated that she plans on supporting the project and thanked residents for coming to the meeting. VanDuren said that she lives at 52nd and Byron Center and she is in support of the development. VanDuren spoke about working on the Master Plan for 18 months and stated that people from all over the City clearly stated the need for more housing. While she loves her single family home, she understands that it is not a choice for everyone. VanDuren explained that affordable housing doesn't not mean low income housing and that there is a lot of fear around apartments. A lot of time was spent on the Master Plan designating this area for neighborhood commercial which includes apartments. VanDuren stated that it is different, and she understands the fear but the project is consistent with what is needed. She explained that this is just the rezone and then it would be recommended to City Council. Then the site plan would be submitted where they would look at the specifics and the different aspects to the development. VanDuren stated that her job is to support the work of the Planning Commission and all the residents of the city of Wyoming and to meet the housing needs. She knows it will look different, but she is trying to embrace it community wide and it supports workers who might work at metro hospital and want to live close but don't want to buy. She doesn't look at it with fear but as an opportunity, it looks different but because of its consistency and the agreement that the development has offered and because they get to look at the site plan and try to form what is coming she is in support and will be voting yes on the rezone.

Smith commented on the agreement saying that the agreement restricts the uses to the uses depicted on the plan and further restricts those uses so the commercial portion of the development can't have the listed uses so the uses would have to be mixed generally as shown on the architectural plan between the residential and commercial and the commercial portion of that is further reduced so the uses are very restricted they aren't opened up to all B-2 uses.

Hall said that what he heard over and over through the process of the Master Plan was the need for mixed-use developments in neighborhoods and this specific type of development is in the spirit of what the community asked for, what the market is asking for, and what we heard last week from The Right Place. Hall said that he described this type of development last week during The Right Place presentation and the presenter said yes this is what we need to get the economic development we want to see happen and to recruit employers of good paying jobs. He

recommends approval and also recognizes that the property next door is significant and that there is a prospective development in the works but we should be fair to the people who own this property and consider this proposal on its merits. Hall thinks that it matches what the Master Plan calls for, what the future land use plan and the housing needs assessment says we need so he plans on supporting it.

Goodheart asked for some clarification stating that Smith mentioned the rezoning contract with the plan but Nicole mentioned that the plan is for reference only. Goodheart stated that the plan is exhibit B of the conditional rezoning contract. Goodheart said that his opinion is that the plan is more than just conceptual. Hofert stated that it is conceptual from the standpoint of there is a site plan that needs to come back through to discuss all of the nuances and the details. Hofert asked City Attorney Smith to discuss how the plan is tied to the contract.

Smith said that the plan is part of the contract in terms of limiting the uses and saying the ultimate development has to be generally as depicted there subject to such changes are imposed as are imposed or developed during the special use and site plan approval processes. There is a lot to be done yet, in terms of developing the final site plan, specifically drainage and other kinds of things as part of the normal approval and site plan process still need to be addressed. This is only a rezoning and limits the uses because that was the concern about rezoning from B-1 to B-2 was the focus on uses and generally what was developed there.

Goodheart asked if staff had researched previous minutes regarding the old approval limiting the development of this property.

Hofert explained that staff went back over the minutes from 2002 rezoning, they accurately describe the history of the project and that the property was to be sold in an effort for the owners of The Pines to survive and for two owners to take control. The minutes talk about a grocery store someday occupying this site and there were comments both for the project and against.

Goodheart asked if the rezone request will be forwarded to City Council for approval if the recommendation is denied by the Planning Commission.

Hofert confirmed that the rezone request will still go to City Council for their review and vote.

DeLange asked if the recommendation for rezoning approval from the Planning Commission was approved by Council is the special use approval automatically approved as well.

Smith explained that in subsection 2B in the contract it states that the developer must apply for and obtain a special use permit to develop multi-family residential uses on the property. And apply for and obtain site plan approval for its development of the property, both as provided in the zoning ordinance. It is not limited discretion at all in viewing that.

DeLange stated that it would be legally very difficult to recommend zoning approval and then deny the special use when everything was submitted up front.

Smith explained that the purpose of the contract is to limit the uses or potential uses of the site under the B-2 zoning so it is limiting the uses of the site but still requires review and approval.

DeLange stated he knew they were required and then said he did not require any further answer on this question.

Arnoys asked if the site plan could potentially be denied based on density concerns. He said that he wants to voice this now in order to give the developer an opportunity to modify the plan.

Hofert said that with a rezone you are looking at the uses specifically. the question is does the Master Plan and other documents support what is being asked of this parcel? Is the project consistent with those plans and are the uses described consistent and compatible? Hofert confirmed that if the project meets all requirements, as with any project, the recommendation would be for approval.

DeLange commented that if it meets the density allowed it is what it is.

Smith stated that does not limit the Planning Commission's discretion as it would as any other plan that comes before you because the contract specifically says that it may be developed, occupied, and used only in a manner in accordance with the concept plan attached in Exhibit B. And that it may be subsequently altered to meet the concerns of or conditions imposed by the City's Planner or Planning Commission as part of the City's approval of a special use permit or site plan submitted reviewed and approved in accordance with the City's zoning ordinance and so forth. It doesn't limit the board's discretion that you would have in reviewing any special approval or site plan for that site.

A vote on the motion for the rezoning request for 5160 and 5190 Byron Center Ave SW from B-1 to B-2 failed, with the vote count being 4 of the commissioners voting yes and 5 against. Hall, VanDuren, Zapata and Micele voted in favor. Arnoys, DeLange, Goodheart, Hegyi, and Weller voted against.

Staff asked that Commissioners stipulate their reasons for denial.

Arnoys voted against the motion because of density concerns, and he doesn't feel that the project fits appropriately at the site. He's concerned with multi family with very little commercial, but he's intrigued with more mixed use and believes it would be more consistent with the master plan if there was more commercial. and He also stated he is concerned about precedent this would set with the Pines since that is a large development coming up and thinks that the density

there is 6 units per acre. He wants to make sure this doesn't impair that development for this area.

DeLange voted against the motion because it does not meet the land use plan and doesn't fit the current [re]imagined land use plan and he felt B-2 permitted too many additional uses beyond what B-1 permits. It goes beyond what is considered local business to support a residential area. DeLange states that in the Wyoming [re]imagined Master Plan Commercial Residential there is a paragraph that specifically lists very minor business uses like a salon even less than what is typical in B-1 let alone B-2 and the contractors restricted proposal only prohibited 1 of the 21 permitted uses in the B-2 and only prohibited 4 out of the 21 Special uses allowed in B-2. DeLange said this property should be zoned a PUD 4 it would allow multi-family in a mix instead of what was proposed.

Goodheart voted against the motion because of the ambiguity going from B-1 to B-2. He felt that the Master Plan doesn't clearly define B-2 uses for this area.

Hegyí voted against the motion because he is concerned that the B-2 is not the proper zoning for this property. He thinks we can look at things more effectively by doing a different zoning, he's not sure that would work, there may still be uncertainty.

Weller voted against the motion because it is a much heavier use in B-2 than B-1. He stated it would fit area better the way it is zoned.

Since the previous motion failed, the Chair asked for a new motion.

A motion was entered by DeLange, supported by Arnoys, to recommend that City Council deny the conditional rezoning contract and deny the rezoning request for 5160 & 5190 Byron Center Ave from B-1 to B-2 subject to the condition that the parcels are combined. The motion passed 5-4 with Arnoys, DeLange, Goodheart, Hegyí and Weller voting in favor and Hall, VanDuren, Zapata, and Micele voting against.

NEW BUSINESS

AGENDA ITEM NO. 4

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

Meagher said that at the October 19, 2021 Planning Commission meeting, the Behler-Young Company, located at 4900 Clyde Park Avenue SW, received site plan approval for an addition to their existing building. Behler-Young is now proposing to divide the entire building, which includes the recent addition, into three separate condominium suites, each of which are planned

REZONING AGREEMENT

This Rezoning Agreement is made as of _____, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and **American Kendall Properties, LLC**, an Indiana limited liability company of 3600 Woodview Trace, Ste 130, Indianapolis, IN 46268, or assign to its single purpose entity (**Developer**) with the consent of the owner of the affected property.

RECITALS

A. Developer has the right to seek the rezoning of two parcels of vacant real property totaling approximately 11.79 acres located at the northeast corner of Byron Center Ave SW and 52nd St SW commonly known as 5160 and 5190 Byron Center Ave SW, PP# 41-17-27-300-045 and 41-17-27-300-040 in the City of Wyoming, Kent County, Michigan (the **Property**), as depicted on **Exhibit A** and more specifically described as follows on City's property tax roll:

411727300045 PART OF SW 1/4 COM 293.70 FT N 1D 19M 23S W ALONG W SEC LINE & 50.09 FT S 87D 55M 44S E TO E LINE BYRON CENTER AVE FROM SW COR OF SEC TH N 1D 19M 23S W ALONG SD E LINE 162.69 FT TH S 88D 04M 19S E 199.88 FT TH N 1D 19M 23S W 140.14 FT TO N LINE OF S 600 FT OF SW 1/4 TH E ALONG SD N LINE 15.09 FT TH N 1D 19M 23S W 274.17 FT TH S 87D 55M 44S E 503.16 FT TH S 1D 19M 23S E 841.12 FT TO N LINE OF 52ND ST TH N 87D 55M 44S E ALONG SD N LINE 390.03 FT TH N 1D 19M 23S W 283.04 FT TH S 88D 40M 37S W 327.56 FT TO BEG * SEC 27 T6N R12W 9.79 A. SPLIT ON 05/30/2008 FROM 41-17-27-300-041;

and

411727300040 PART OF SW 1/4 COM AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 293.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC - TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 36.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG * SEC 27 T6N R12W 2.00 A. SPLIT ON 03/02/2006 FROM 41-17-27-300-026, 41-17-27-300-034.

B. Developer seeks to develop the Property with a mixed-use development including up to 6,000 square feet of commercial and retail space and up to 178 dwelling units as conceptually depicted on the attached **Exhibit B** (the **Project**) submitted with Developer's Application for Rezoning.

C. Developer recognizes City's concerns about rezoning the Property and voluntarily offers this Agreement to address those concerns.

TERMS AND CONDITIONS

For the consideration in and referred to by this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

1. Rezoning. City will consider Developer's request to rezone the Property from the B-1 Local Business zoning district to the B-2 General Business zoning district (the **Rezoning**) in accordance with its normal procedures under and City's Planning Commission, City Council, and City staff retain all their rights and discretion under **City's zoning ordinance**, chapter 90, Code of Ordinances, City of Wyoming, Michigan

(<https://www.wyomingmi.gov/Portals/0/Zoning%20Ordinance-%20PDF%20Version-%20December%202021.pdf>) and Michigan law and shall exercise those rights and discretion in accordance with City's zoning ordinance and Michigan law, subject only to the terms of this Agreement as it affects the uses of the Property after the rezoning and the duration of the rezoning if certain development does not occur in accordance with this Agreement.

2. Conditions of Approval. Under section 405 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3405, Developer voluntarily offers, and City accepts and approves, the following Rezoning conditions which will be in effect when the Rezoning is approved by the City Council:

A. The Property may be developed, occupied, and used only in a manner (i) in accordance with concept plan for the Project attached as **Exhibit B**, as it may be subsequently altered to meet concerns of or conditions imposed by City's Planner or Planning Commission are part of City's approval of a special use permit or site plan submitted, reviewed and approved in accordance with City's zoning ordinance as provided in subsection C, (ii) the final plan(s) approved as provided in subsection C, (iii) approved building plans, (iv) if needed, plans approved by City's engineer, (v) required approvals and any conditions on those approvals by county or state agencies, and (vi) any other requirements under applicable laws, rules, regulations, or permits.

B. Developer must apply for and obtain a special use permit to develop multi-family residential uses on the Property and apply for and obtain site plan approval for its development of the Property, both as provided in City's zoning ordinance. Before issuance of building permits for the Project, Developer must submit for the review and approval of the City Planning Commission a final site plan. In its review of the final site plan, the Planning Commission shall rely on the standards of review contained in City's zoning ordinance. Approval of the final site plan presented shall not be unreasonably withheld or delayed.

C. Regardless of any provision of City's zoning ordinance the Property must not and will not be developed, occupied, or used for any of the following uses otherwise permitted in the B-2 General Business zoning district: automobile gasoline and automobile service stations, adult businesses, new or used mobile homes sales or service, excavation equipment sales or service, machinery or farm implement sales, and automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms.

D. If a building permit to construct the Project in accordance with the requirements of subsections A and B is not issued by City and construction on that project in accordance with that building permit does not substantially begin (*i.e.*, initiation of grading and installation of utility lines and/or footings) begin by December 31, 2023, then the zoning reverts back to B-1 Local Business zoning.

3. Amendments to Final Plans. Changes to an approved final site plan shall be applied for and considered in accordance with the following:

A. Major changes, meaning any change that is not a minor change, shall be:

1. Identified and described in a written amendment to this Agreement approved by the City Council, signed by all parties, and recorded with the Kent County Register of Deeds.
2. Noted on the final site plan which notation shall be signed by the City with the date of the approval of the amendment.

B. Any approved minor change shall be noted on the final plan, which notation shall be signed by the Planning Director with the date of the approval of the amendment. "Minor changes" include, but not be limited to, the following:

1. Movement of buildings or other structures by no more than 15 feet;
2. Changes permitted, required, or requested by the City or other governmental regulatory agency to conform to other laws, or regulations; and
3. A decrease in the size of a building.

C. As provided in City's zoning ordinance, City's Planning and Economic Development Director shall determine whether the change is major or minor.

4. Utilities.

A. Electric power, telephone, natural gas, public water, and public sanitary sewer services ("**Public Utilities**") shall be provided to all units in the Project in accordance with applicable laws, rules and regulations, and with any terms of service provided by the providers of each of the Public Utilities. Public Utilities (except streetlights) shall be installed and maintained underground if required by the City. Before any building permit is issued for the Project a complete grading and utility plan for the Project shall be submitted to and approval by City's engineer.

B. Developer shall obtain the approval of the Kent County Drain Commissioner for any aspects of the Project that are subject to the jurisdiction of the Kent County Drain Commissioner. All other stormwater improvements shall be subject to the City's engineer's review and approval.

5. Recording and Binding Effect.

A. This Agreement shall be recorded with the Kent County, Michigan Register of Deeds. City will pay the costs of recording.

B. The obligations under, and other terms and conditions of this Agreement are covenants that run with the land, and thus bind successors in title of the Property.

6. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. There are no other agreements, representations, or promises between the parties.

B. To the extent it does not frustrate the purpose of this Agreement, the invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

C. Notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

D. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

E. This Agreement is made in, affects property in, and is to be performed in the state of Michigan. It shall be interpreted and enforced in accordance with, and the rights of the parties shall be governed by Michigan law. Jurisdiction and venue for any action brought under or to enforce a provision of this Agreement shall be solely in the state courts in Kent County, Michigan.

F. This Agreement can be amended only in writing signed by both parties after approval of the City Council.

G. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.

[Signatures on next page.]

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

CITY:
CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

Acknowledged before me on _____, 2022,
by Jack A. Poll and Kelli A. Vandenberg, known to
me as the Mayor and City Clerk, respectively, of the
City of Wyoming, Michigan.

By: _____
Kelli A. Vandenberg, City Clerk

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

Approved as to form:

Scott G. Smith, City Attorney

DEVELOPER:
AMERICAN KENDALL PROPERTIES, LLC

STATE OF INDIANA
COUNTY OF MARION

By: Michael L. Speedy
Michael L. Speedy, Managing Member

Acknowledged before me on March 15, 2022,
by Michael L. Speedy, known to me as the
Managing Member of American Kendall
Properties, LLC.



Amy L. Corbin
_____, Notary Public
Marion County, IN
Acting in Marion County, IN
My commission expires: 6-19-22

CONSENT OF PROPERTY OWNER:
The record owner of the Property described in this
Rezoning Agreement states that the Developer
was authorized to pursue this Agreement,
consents to the terms and conditions in and to the
recording of this Agreement, and agrees that the
terms and conditions are also binding on it and
shall be run with the land.

STATE OF MICHIGAN
COUNTY OF Ottawa

52ND/BYRON, LLC, a Michigan limited liability
company

Acknowledged before me on 3-15, 2022,
by Dan Dykgraaf, known to me as the Managing
Member of 52nd/Byron, LLC.

By: Dan Dykgraaf
Dan Dykgraaf, Managing Member

Kathy Jo Koops
_____, Notary Public
Allegan County, _____
Acting in Ottawa County, _____
My commission expires: 9-17-22

KATHY JO KOOPS
Notary Public, State of Michigan
County of Allegan
My Commission Expires Sept. 17, 2022
Acting in the County of Ottawa

No state or county transfer taxes are due because no interest is conveyed by this document.

Drafted by:
American Kendall Properties, LLC
3600 Woodview Trace, Suite 130,
Indianapolis, IN 46260

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

EXHIBITS:
Exhibit A – Depiction of Property
Exhibit B – Depiction of Project

EXHIBIT A
Depiction of Property



EXHIBIT B
Depiction of Project



- LEGEND**
- 1. DRIVEWAYS
 - 2. PAVEMENT
 - 3. LANDSCAPING
 - 4. TRAILWAYS
 - 5. FUTURE DRIVEWAYS
 - 6. SIDEWALKS
 - 7. BIKEWAYS
 - 8. BIKEWAY LIGHTS
 - 9. BIKEWAY SIGNAGE
 - 10. BIKEWAY BARRIERS
 - 11. BIKEWAY LIGHT FIXTURES
 - 12. BIKEWAY SIGNAGE
 - 13. BIKEWAY LIGHTS

NOTES

DATE:	08/14/2014
SCALE:	1" = 40'
PROJECT:	THE RETREAT
CLIENT:	THE RETREAT
DESIGNER:	NEDEVELD

THE RETREAT
ILLUSTRATIVE SITE PLAN RENDERING



NARRATIVE

The Retreat

OVERVIEW

The Retreat is a proposed mixed-use neighborhood that will employ time-honored neighborhood planning principles to establish a vibrant sense of community and help fulfill the goals of the City's recently adopted Master Plan. With its architecturally distinctive buildings nestled along walkable, inviting central green, a nearby Ride-the-Rapid bus stop, and the nearby Kent Trail system, The Retreat will be an attractive destination for new residents, shoppers, adventurers, and young talent.

ZONING and MASTER PLAN CONSIDERATIONS

The site, located in the northeast quadrant of the 52nd Street and Byron Center Avenue intersection, is approximately 11.79 acres in overall size. It is comprised of the following two parcels:

- 5160 Byron Center Avenue
- 5190 Byron Center Avenue.

The property is currently zoned as B-1, or “Local Business District.” The City’s Master Plan for the area – adopted just a few months ago – calls for the area to be a “Neighborhood Commercial Center.” The Master Plan lays out the goals for the property as follows:

This category consists of commercial areas that primarily serve the residential neighborhoods surrounding them. These centers should serve as neighborhood anchors, creating focal points of activity. They should provide community gathering spaces and access to daily goods and services, such as salons, dry cleaners, restaurants, cafes, and small grocery stores. Several Neighborhood Commercial Centers currently exist, but their function as anchors of neighborhood activity should be further strengthened. This should include incorporating placemaking elements, such as outdoor seating, public art, and streetscaping.

Single-Family Attached and Multifamily residential development should also be promoted in surrounding areas to establish an edge to the district and increase activity in commercial areas.

Mixed use development, community centers, and recreation centers are also appropriate within Neighborhood Commercial Centers as redevelopment occurs.

(City of Wyoming Master Plan, p 19)

The current zoning designation for the site (B-1 Local Business District) generally calls for a fairly homogenous classification of commercial, retail, and business uses, while not allowing for the more lively mix of uses envisioned in the Master Plan.

As a result, American Kendall Properties (the applicant for The Retreat) is requesting a rezone to B-2 (General Business District), which will indeed allow for a mix of uses, as envisioned by the Master Plan.

The Retreat will meet the goals of the Master Plan with a community center for the residents of The Retreat, it will provide multifamily residential living, and it will provide substantial business space for daily goods and services, such as salons, dry cleaners, restaurants, cafes.

PROJECT DETAILS

The Retreat is comprised of over 4,000 sq ft of retail/commercial space, a pool for its residents, an expansive central green, and 178 new residences housed in a total of fifteen buildings.

Based on City parking requirements, the number of required parking spaces for the site is 372 spaces, and 372 spaces are provided. The provided parking spaces are a combination of garage parking and outdoor surface spaces. Of note is that a large percentage the attached garages are “direct access.” This means the residents enter directly from their garage into their apartment home, rather than entering the building via a common corridor. This feature, together with the remaining attached garages, is essential to making The Retreat one of the highest end, suburban apartment development west of US-131 in Michigan.

Tree preservation techniques will be employed along the northern property line. The developer will identify existing stands of trees that are 20 feet or greater from a building, and not within an area needed for a sidewalk or watermain, sanitary sewer, or a stormwater extension or line. During the construction period, staked barriers will be installed outside the drip area of the identified tree to be preserved to protect them from damage during construction and utility installation.

The development plan centrally locates a large pool and deck area, with outdoor kitchen, pergola, and sidewalks and walking paths that encourage the residents to walk there rather than drive. Additionally, The Retreat will provide over 50% green space that will be permanently preserved for the enjoyment of its residents.

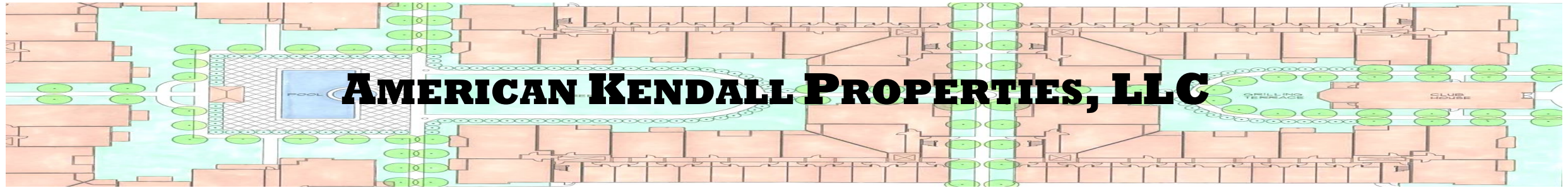
Stormwater management will be accomplished with a stormwater detention area that meets the newest Drain Commissioner and City of Wyoming standards, which have adopted the rules and regulations of the Lower Grand River Organization of Watersheds.

The Retreat is located a half mile east of the Kent Trail System, a 15 mile, non-motorized paved trail that is a collaborative effort between Kent County Parks, the cities of Grand Rapids, Grandville, Walker, and Wyoming and Byron Township. A resident of The Retreat can avoid most automobile traffic and bike for groceries at Meijer or Target with the trail system providing the overwhelming majority of the travel.

The Retreat is located on The Rapid's route 16, Wyoming/Metro Health. The Rapid is the greater Grand Rapids area public transit system. Route 16 connects downtown Grand Rapids with the Metro Health Village a mile south of The Retreat. Route 16 runs north and south on Byron Center Avenue and has bus stops at the northwest and southeast corners of its intersection with 52nd Avenue.

The Retreat's resident profile will attract a range of well-educated, young professionals and highly skilled workers, ages 22 to 32, that prefer a life style of convenience and activity. They prefer to rent versus being owners. "Millennials are multimodal, they choose the best transportation mode (driving, transit, bike, or walk) based on the trip they are planning to take. Communities that attract Millennials have a multitude of transportation choices, as proven by Millennial hotspots, popular zip codes where residents have self-selected into a multi-modal lifestyle." Millennials & Mobility: Understanding the Millennial Mindset, a study by American Public Transportation Association (APTA).

The Retreat will be built in one phase with construction starting in the Fall of 2022. Construction is expected to be substantially complete approximately twenty to twenty-four months after the start of construction.



AMERICAN KENDALL PROPERTIES, LLC

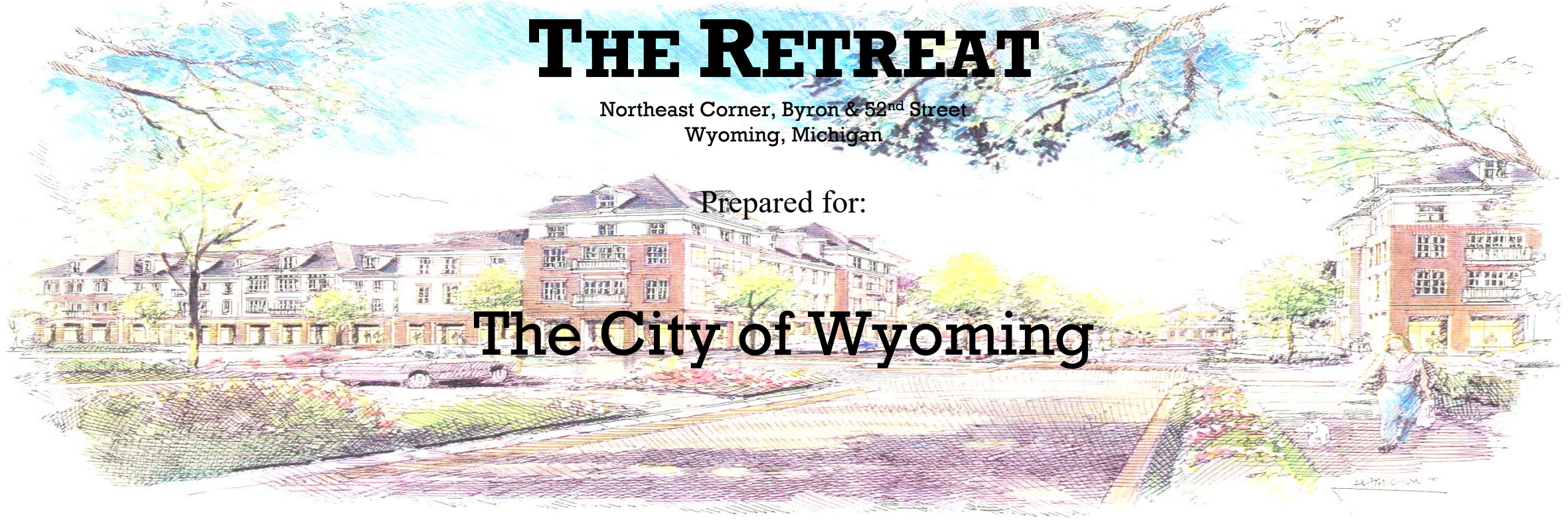
Proudly presents:

THE RETREAT

Northeast Corner, Byron & 52nd Street
Wyoming, Michigan

Prepared for:

The City of Wyoming



Tab 1

Overall Development & Phasing Plan



LEGEND

- ① SITE ACCESS
- ② POOL & GRILL
- ③ 17 UNIT BUILDING
- ④ 12 UNIT BUILDING
- ⑤ 11 UNIT BUILDING
- ⑥ MAIL KIOSK
- ⑦ TRASH COMPACTOR
- ⑧ CONCEPT PLANTINGS
- ⑨ TREE PRESERVATION AREA
- ⑩ STORMWATER DETENTION
- ⑪ OPEN SPACE

NOTES

Site Location:	52nd St & Byron Center Ave City of Wyoming, MI	
Site Area	=	11.79 ac.
Unit Total	=	178
12 unit bldgs (1)	=	12
11 unit bldgs (12)	=	132
17 unit bldgs (2)	=	34

February 09, 2022



0' 25' 50' 100' scale: 1"=50'

Tab 2

Mixed-Use Concept Exterior & Interior Images



LOWME & EYVIE

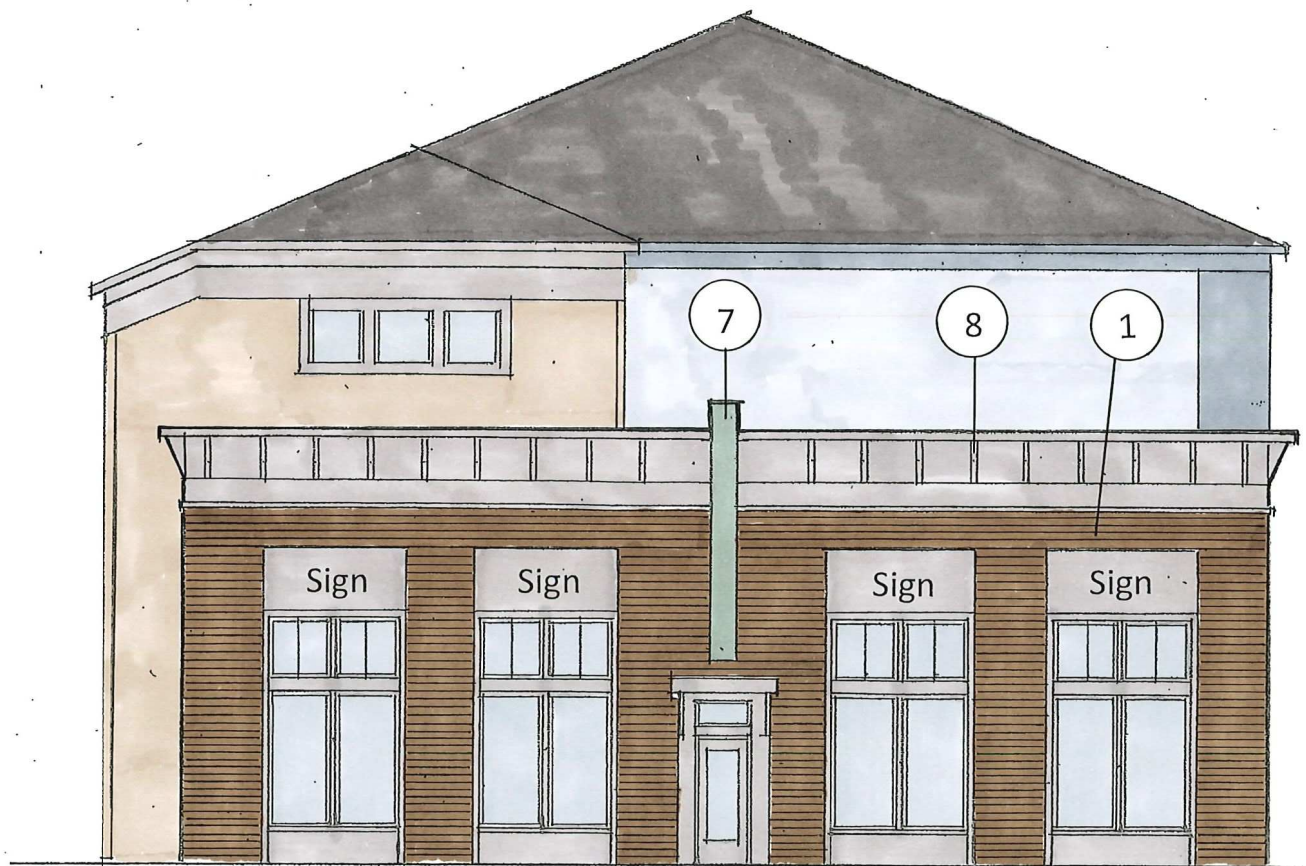


Mixed-Use Building Example Architecture

1. Brick
2. Cement Board / Easy Trim Details
3. Wood trim
4. Windows with Wood trim
5. Storefront Glazing
6. Storefront sign panel
7. Blade sign
8. Brackets
9. Garage Door
10. Fiberglass Shingles
11. Membrane Roof
12. Light fixture
13. Metal Handrail
14. Metal Canopy



Rear Elevation



Side Elevation

1st Fl. Line Clubhouse
16 ft. clg.

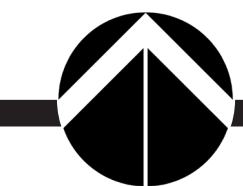


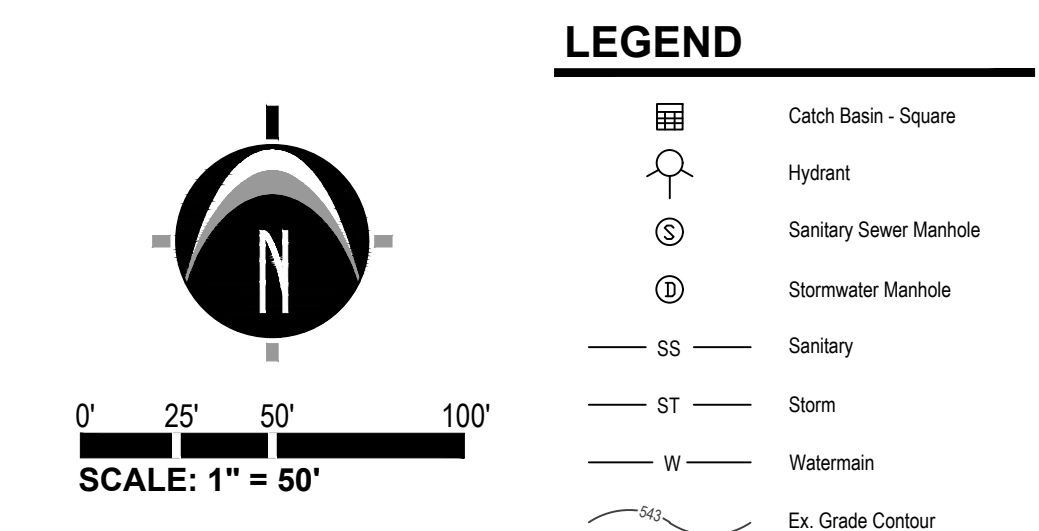
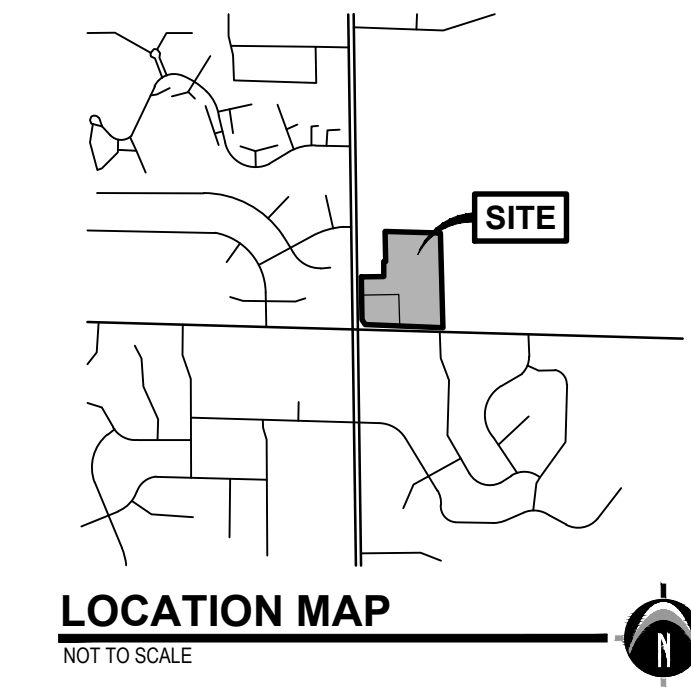
LEGEND

- ① SITE ACCESS
- ② POOL & GRILL
- ③ 17 UNIT BUILDING
- ④ 12 UNIT BUILDING
- ⑤ 11 UNIT BUILDING
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LEGAL DESCRIPTION

DESCRIPTION OF PARCEL 1:
PART OF THE SW 1/4 SECTION 27, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 27, THENCE N01°19'23"W 283.70 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE N88°40'37"E 50.00 FEET TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01°19'23"W 162.69 FEET ALONG SAID EAST LINE; THENCE S88°04'19"E 199.88 FEET; THENCE N01°19'23"W 140.14 FEET; THENCE S87°55'44"E 15.09 FEET; THENCE N01°19'23"W 274.17 FEET; THENCE S87°55'44"E 503.16 FEET; THENCE S01°19'23"E 841.12 FEET; THENCE N87°55'44"W 390.03 FEET ALONG THE NORTH LINE OF 52ND STREET; THENCE N01°19'23"W 283.04 FEET; THENCE S88°40'37"W 327.56 FEET TO THE PLACE OF BEGINNING. CONTAINS 9.793 ACRES.

DESCRIPTION OF PARCEL 2:
PART OF SW 1/4 CORN AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 283.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC. TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 35.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG ' SEC 27 T8N R12W 2.00 A.

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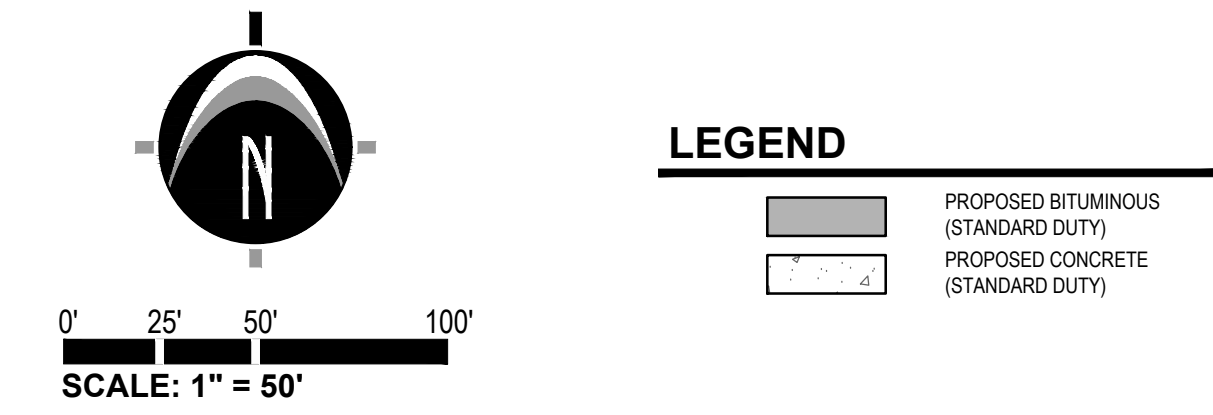
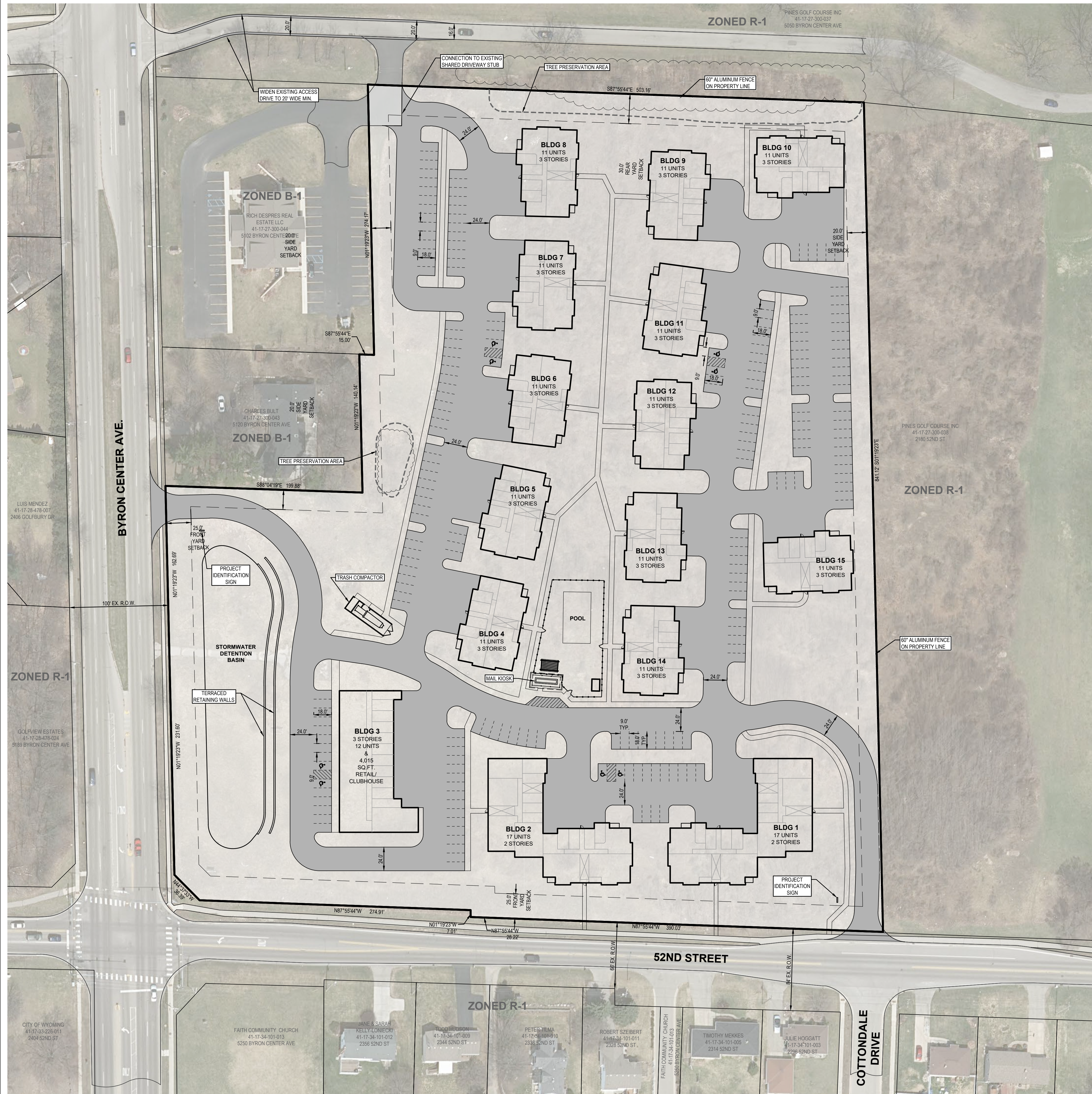
PREPARED FOR:
American Kendall Property Group, LLC
Mike Speedy
3600 Woodview Trace
Suite 130
Indianapolis, IN 46268
Phone: 317.697.6500

REVISIONS:
Title: Rezone/Site Plan Submittal
Drawn: JW Checked: RP Date: 02.10.22

THE RETREAT
Existing Site Conditions Plan
52ND ST. & BYRON CENTER AVE.
PART OF THE SOUTHWEST 1/4 OF SECTION 27, T8N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
19400951
SHEET NO:
C-201



LEGEND

	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)

GENERAL NOTES

- CURRENT ZONING OF PROPERTY: B-1 (LOCAL BUSINESS DISTRICT)
- PROPOSED ZONING OF PROPERTY: B-2 (GENERAL BUSINESS DISTRICT)
- ZONING REQUIREMENTS:
 - A) MINIMUM LOT AREA = 6,500 SQ.FT.
 - B) MINIMUM LOT WIDTH = 65 FT.
 - C) MAXIMUM BUILDING HEIGHT = 35 FT.
 - D) MAXIMUM LOT COVERAGE = 40%
- SETBACKS:
 - A) FRONT YARD = 25 FT.
 - B) SIDE YARD = 0 FT. (20 FT. IF ABUTTING RESIDENTIAL OR INDUSTRIAL ZONING)
 - C) REAR YARD = 30 FT.
- SUMMARY OF LAND USE:
 - A) TOTAL ACREAGE = 11.79 ACRES (513,681 SQ.FT.) (EXCLUDING R.O.W.)
 - B) PROPOSED RESIDENTIAL UNITS = 178 UNITS
 - (12) 11-UNIT BLDGS = 132 UNITS
 - (2) 17-UNIT BLDGS = 34 UNITS
 - (1) 12-UNIT MIXED-USE BLDG = 12 UNIT
 - C) TOTAL RETAIL SPACE = APPROX. 4,015 SQ.FT.
 - D) ZONING OF PARCELS TO NORTH, SOUTH AND EAST = R-1
 - ZONING OF PARCELS TO WEST = B-1 & R-1
- PARKING REQUIREMENTS:
 - A) MINIMUM REQUIRED SPACE PER TOWNSHIP = 9'x18' (24' AISLE)
 - B) TYPICAL PARKING SPACE PROVIDED = 9'x18' (24' AISLE)
 - C) TYPICAL VAN ACCESSIBLE PARKING SPACE = 11'x18' WITH 5' AISLE
 - D) TYPICAL CAR ACCESSIBLE PARKING SPACE = 8'x18' WITH 5' AISLE
 - E) MINIMUM NUMBER OF SPACES REQUIRED = 372 (BASED ON CITY REQUIREMENTS)
 - MULTIPLE-FAMILY RESIDENTIAL SPACES (2 SPACE PER DWELLING UNIT) = 356 UNITS
 - RETAIL/CLUBHOUSE USE (1 SPACE PER 250 SQ.FT. OF G.F.A.) = 16 SPACES
 - F) TOTAL NUMBER OF SPACES PROVIDED = 389 SPACES
 - GARAGE SPACES = 89 SPACES
 - SURFACE PARKING AT GARAGE = 87 SPACES
 - SURFACE PARKING = 213 SPACES
- THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS
- BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- ALL LIGHTING SHALL BE SHIELDED FROM ALL ADJACENT PROPERTIES. PROPOSED LIGHTING SHALL CONSIST OF WALL-MOUNTED LIGHTS AND LIGHT POLES, BOTH FITTED WITH DARK SKY COMPLIANT FIXTURES (FULL CUT OFF FIXTURES).
- THE PERMANENT PARCEL NUMBER FOR THE SITE IS 41-17-27-300-045
- THE ADDRESS OF THE PROPERTY IS 5160 BYRON CENTER AVENUE
- A FENCE SHALL BE INSTALLED BETWEEN RESIDENTIAL ZONED PROPERTY ABUTTING PROJECT AND WILL BE INSTALLED PER SPECIFICATIONS AS OUTLINED IN SEC. 90-4108 SPECIFIC REQUIREMENTS (3) IN THE ZONING ORDINANCE.

DENSITY CALCULATIONS [BASED ON R-4 REQUIREMENTS IN SEC. 90-420A]

11-Unit Building	DWELLING UNITS TYPE	# OF DWELLING UNITS PER BLDG	SQUARE FEET OF SITE AREA REQUIRED PER UNIT	TOTAL SITE AREA REQUIRED PER BLDG	TOTAL SITE AREA REQUIRED
Floor 1	1 BDRM UNITS	1	2,600	2,600	
	2 BDRM UNITS	1	3,000	3,000	
	3 BDRM UNITS	1	3,400	3,400	
Floor 2	1 BDRM UNITS	1	2,600	2,600	
	2 BDRM UNITS	3	3,000	9,000	
	3 BDRM UNITS	0	3,400	-	
Floor 3	1 BDRM UNITS	1	2,600	2,600	
	2 BDRM UNITS	3	3,000	9,000	
	3 BDRM UNITS	0	3,400	-	
				12	386,400
17-Unit Building					
Floor 1	1 BDRM UNITS	3	2,600	7,800	
	2 BDRM UNITS	3	3,000	9,000	
	3 BDRM UNITS	1	3,400	3,400	
Floor 2	1 BDRM UNITS	4	2,600	10,400	
	2 BDRM UNITS	5	3,000	15,000	
	3 BDRM UNITS	1	3,400	-	
				17	45,600
				2	91,200
Multi-Use Building					
Floor 1	1 BDRM UNITS	0	2,600	-	
	2 BDRM UNITS	1	3,000	3,000	
	3 BDRM UNITS	0	3,400	-	
Floor 2	1 BDRM UNITS	3	2,600	7,800	
	2 BDRM UNITS	5	3,000	15,000	
	3 BDRM UNITS	0	3,400	-	
Floor 3	1 BDRM UNITS	0	2,600	-	
	2 BDRM UNITS	0	3,000	-	
	3 BDRM UNITS	3	3,400	10,200	
				12	36,000
				1	36,000
TOTAL SITE AREA REQUIRED					513,600
TOTAL SITE AREA					513,681

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PREPARED FOR:
 American Kendall Property Group, LLC
 Mike Speedy
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 Suite 130
 Indianapolis, IN 46268
 Phone: 317.697.6500

REVISIONS:
 Title: Rezoning/Site Plan Submittal
 Drawn: JW Checked: RP Date: 02.10.22

THE RETREAT
 Concept Site Layout Plan
 52ND ST. & BYRON CENTER AVE.
 PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

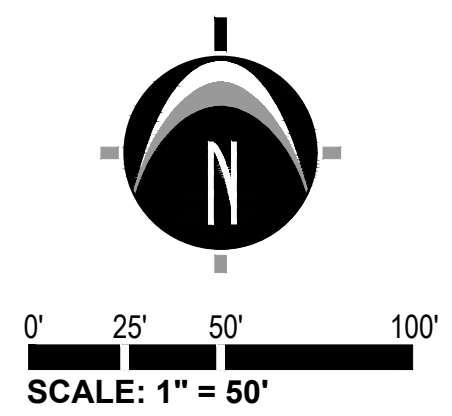
 RICHARD A. PULASKI
 ENGINEER
 No. 52618
 LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
 19400951

SHEET NO:
C-205



- LEGEND**
- EX. GRADE CONTOUR
 - PROPOSED BITUMINOUS (STANDARD DUTY)
 - PROPOSED CONCRETE (STANDARD DUTY)
 - PROP. 12" TO 36" STM SEWER
 - PROP. 8" SANITARY SEWER
 - PROP. 12" WATERMAIN



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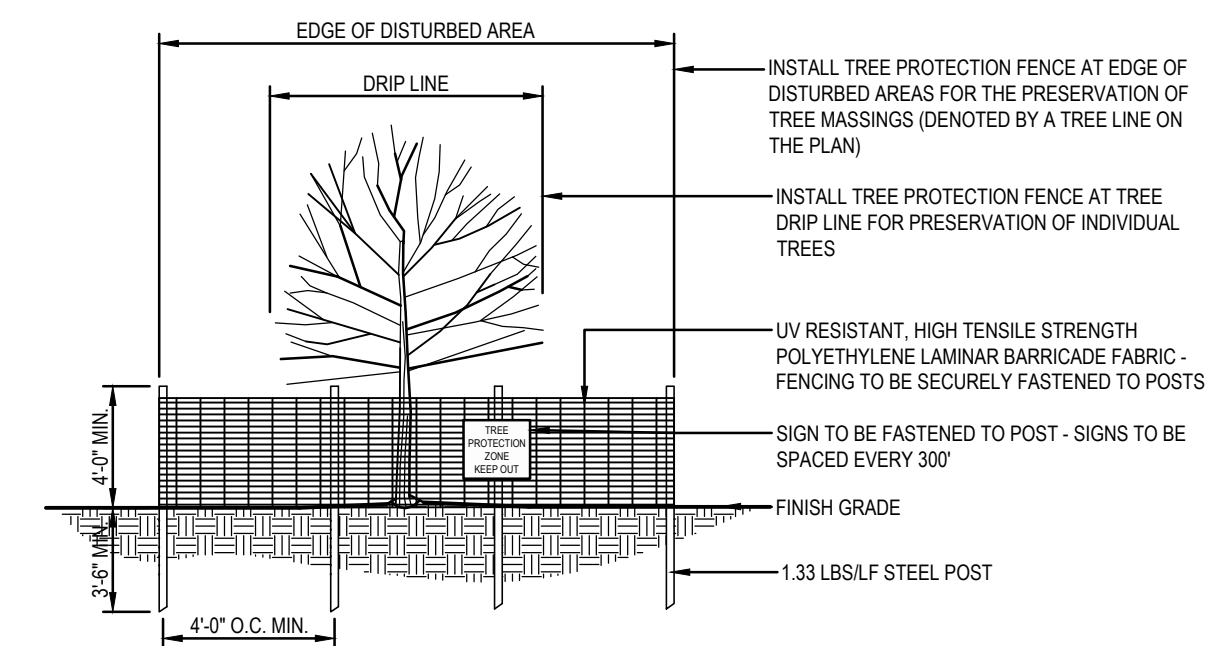
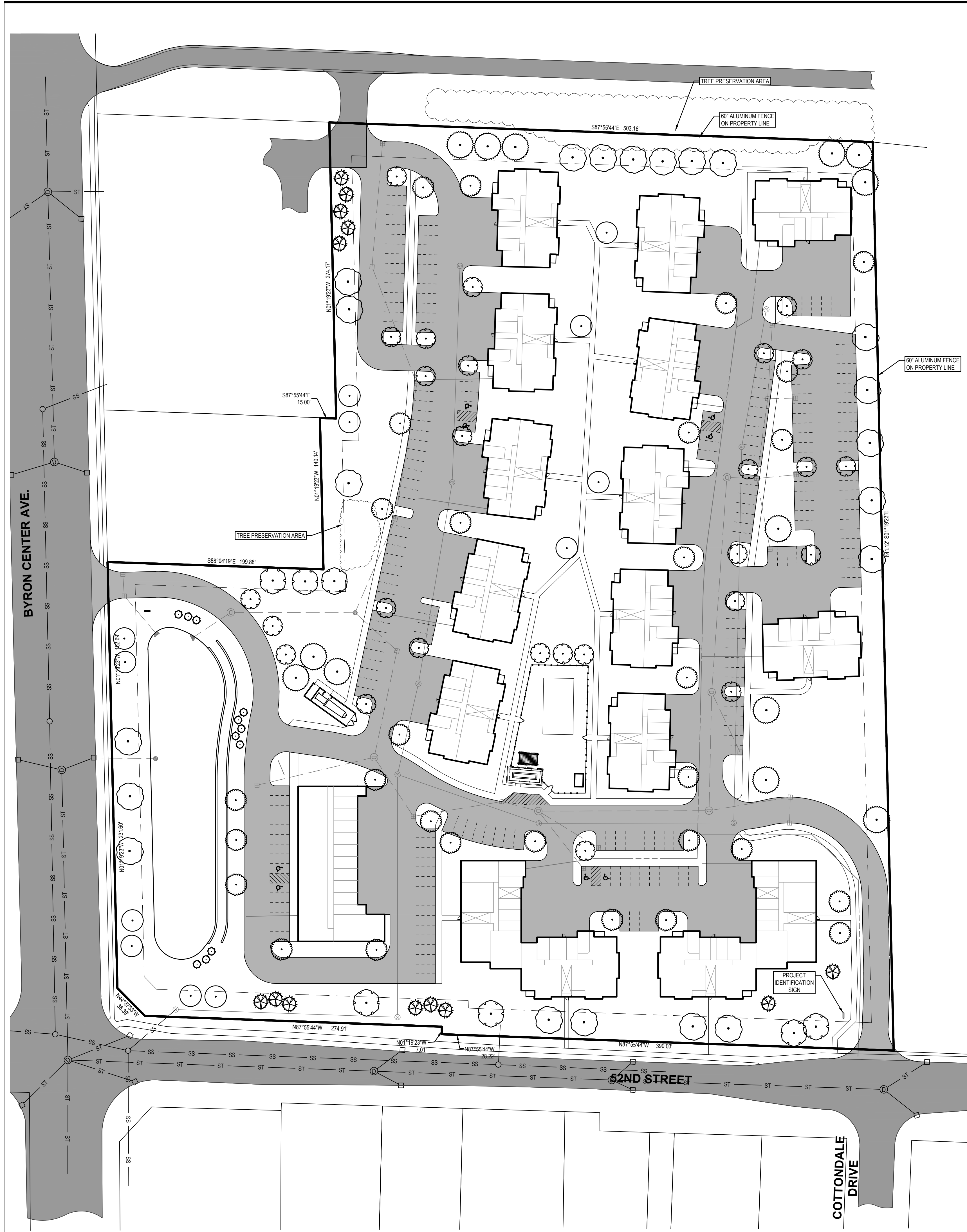
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Concept Utility Plan
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 PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

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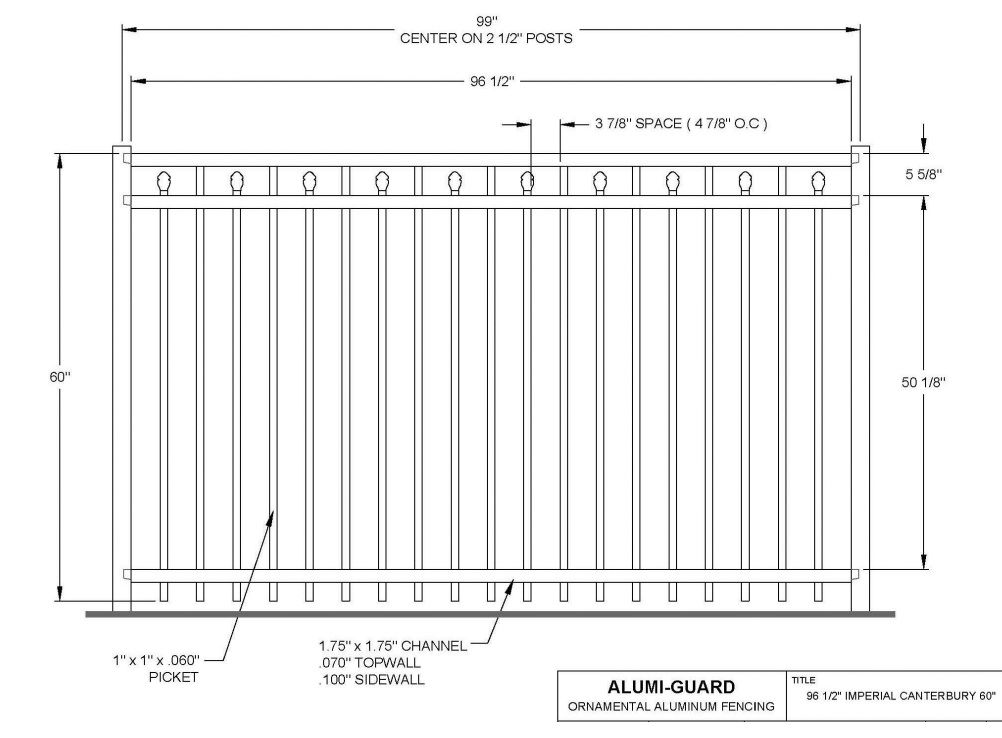
PROJECT NO:
 19400951
SHEET NO:
C-300



- ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING AS ILLUSTRATED.
- THERE SHALL BE NO STORAGE OF MATERIAL, OR EQUIPMENT WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
- TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- ALL TREE PROTECTION SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF DEMOLITION AND NEW CONSTRUCTION.

TREE PROTECTION FENCING DETAIL

N.T.S.



TYPICAL 60" FENCE DETAIL

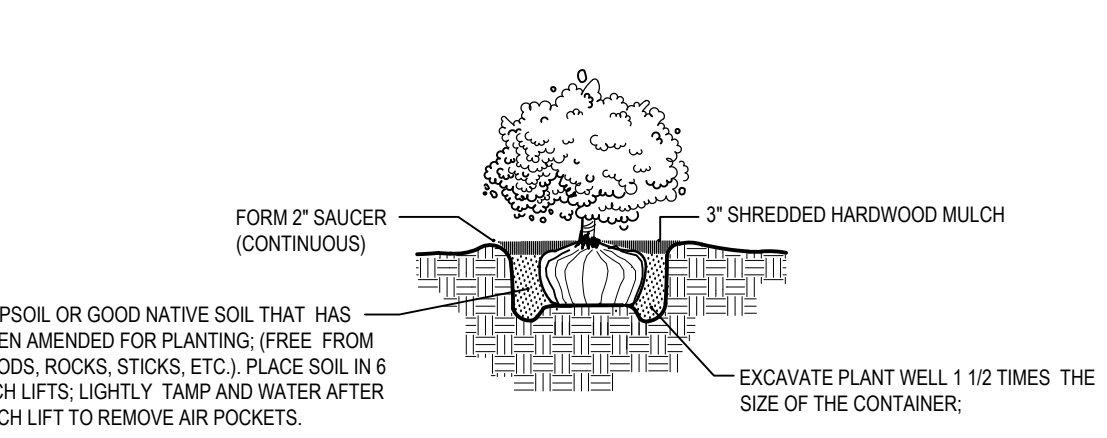
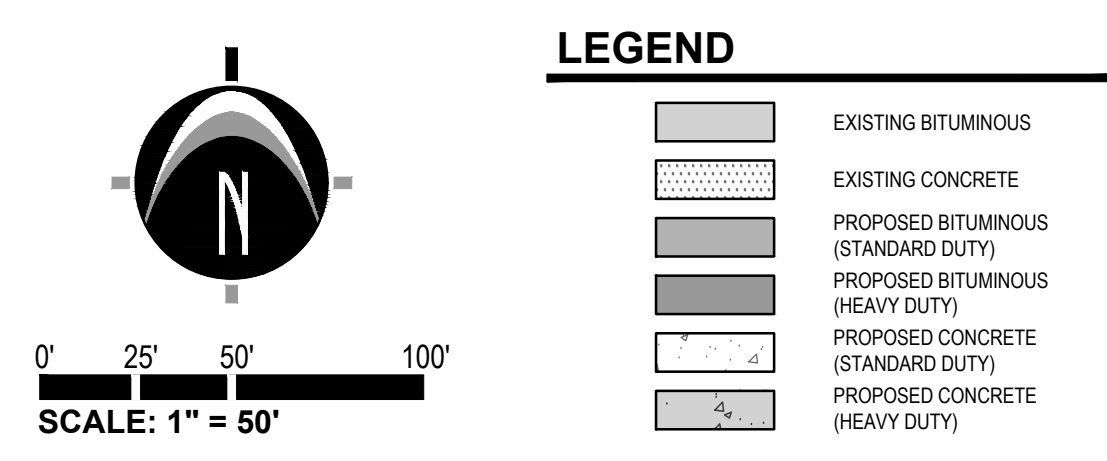
N.T.S.

LANDSCAPE LEGEND / SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Aa	Acer campestre 'Evelyn' TM / Queen Elizabeth Hedge Maple	2.5' cal. min.	21
	Ai	Acer griseum 'JFS KW8AGRI' TM / Fireburr Paperbark Maple - Multistem	6' ht. min.	26
	Gb	Ginkgo biloba / Maidenhair Tree	2.5' cal. min.	7
	Pd	Picea glauca 'Densata' / Black Hills White Spruce	6' ht. min.	11
	Pc	Pinus cembra 'Silver Sheen' / Silver Sheen Swiss Stone Pine	6' ht. min.	13
	Og	Quercus macrocarpa 'Top Gun' / Top Gun Bur Oak	2.5' cal. min.	12
	Tm	Taxodium distichum 'Mickelson' TM / Shawnee Brave Bald Cypress	6' ht. min.	13
	Tc	Tilia cordata / Littleleaf Linden	2.5' cal. min.	29

LANDSCAPE NOTES

- PLANTING NOTES:**
- 1) ALL PLANT MATERIAL SHALL BE LOCALLY NURSERY GROWN NO 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL MEET CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. DO NOT PLANT MATERIALS UNTIL DIRECTED BY OWNER, LANDSCAPE ARCHITECT, AND/OR CONSTRUCTION MANAGER. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL, FOR ANY REASON BEFORE OR AFTER IT IS INSTALLED.
 - 2) SIZES SPECIFIED ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
 - 3) ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - 4) MAINTENANCE OF LANDSCAPING ITEMS, TREES, AND PLANTS SHALL BE PERFORMED BY THE PROPERTY OWNER OR A QUALIFIED PROFESSIONAL. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE MUNICIPAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIALS ARE TO BE REPLACED IMMEDIATELY AFTER NOTIFIED TO DO SO.
 - 5) PLANT TREES AND SHRUBS IN ACCORDANCE WITH PLANTING DETAILS. DIG TREE PITS PER DETAILS. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN AT THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER, APPROX. 1/4 OF THE ROOT BALL ABOVE GRADE, AND BACKFILL TO TOP OF ROOT BALL.
 - 6) REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. REMOVE THE TOP 1/3 OF BURLAP FROM EARTH BALLS AND REMOVE BURLAP FROM AROUND TRUNK.
 - 7) FINELY SHREDDED HARDWOOD BARK MULCH, NATURAL COLOR (NON-COLORED), IS REQUIRED FOR ALL PLANTINGS AND PLANTING BEDS. MULCH PER PLANTING DETAILS. MULCH IN PLANT BEDS SHALL BE 3" THICK AT TIME OF INSPECTION AND AFTER COMPACTED BY RAIN OR IRRIGATION. ALL PLANTING BEDS SHALL BE EDGED WITH 6" X 1/2 GAUGE STEEL LANDSCAPE EDGING.
 - 8) LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. IF A CONFLICT WITH UTILITIES EXIST, NOTIFY OWNER/CONSTRUCTION MANAGER PRIOR TO PLANTING.
 - 9) PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER PLANTING AND ACCEPTANCE.
- TOPSOIL AND TURF NOTES:**
- 1) WHEREVER GROUND IN ITS NATURAL STATE HAS BEEN DISTURBED, APPROVED LANDSCAPING OR GRASS SHALL BE FULLY INSTALLED, AND ESTABLISHED WITHIN A REASONABLE PERIOD OF TIME, BUT NO LONGER THAN ONE GROWING SEASON (UNLESS OTHERWISE NOTED AND APPROVED).
 - 2) DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
 - 3) ALL LAWN AREAS SHALL RECEIVE SOD OR HYDROSEED. TURF SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT PLANT UNTIL ACCEPTANCE OF FINISH GRADE.
 - 4) SOD SHALL BE GROWN ON TOPSOIL UNLESS APPROVED OTHERWISE. SOD SHALL BE 2 YEARS OLD AND STRONGLY ROOTED. PLACE SOD TIGHTLY WITH NO GAPS AND WITH GRAIN IN SAME DIRECTION. SEAMS OF SOD SHALL BE STAGGERED IN A RUNNING BOND PATTERN. SOD SHALL BE WATERED IMMEDIATELY TO AVOID DRYING OUT. DO NOT INSTALL SOD UNTIL ACCEPTANCE OF FINISH GRADE AND IRRIGATION SYSTEM IS OPERATING PROPERLY UNLESS DIRECTED IN WRITING TO DO OTHERWISE. FINISH ROLL SOD WITH A WATER FILLED LAWN ROLLER. ROLL PERPENDICULAR TO LENGTH OF SOD.
 - 5) TURF SHALL BE INSTALLED ON A MIN. OF 3" 4" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER, ROOTS, STICKS, OR OTHER EXTRANEOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5, SALTS SOD PARTS PERK. ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
 - 6) ALL LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 18" MIN.
- IRRIGATION NOTES:**
- 1) ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.



TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

- 2 STRAND TWISTED 12 GAUGE GALVANIZED WIRE ENCASED IN 1" DIA. RUBBER HOSE (RUBBER HOSE AT BARK - TYP.) WIRE SHALL HAVE SOME SLACK IN IT TO ALLOW THE TRUNK TO SWAY SLIGHTLY, WHILE KEEPING THE ROOT SYSTEM STABILIZED. WHITE FLAG EACH GUY WIRE TO INCREASE VISIBILITY.
- (3) 2 INCH X 2 INCH HARDWOOD STAKES DRIVEN (MIN. 18") FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING. NECESSARY, STAKE ABOVE FIRST BRANCHES FOR FIRM SUPPORT.
- FORM SAUCER OUT OF PREPARED SOIL (6 INCH MIN.) - TAMPED
- GOOD NATIVE SOIL OR TOPSOIL (FREE FROM CLODS, ROCKS, STICKS, ETC.) PLACE SOIL IN 6 INCH LIFTS. LIGHTLY TAMP AND WATER AFTER EACH LIFT TO REMOVE AIR POCKETS.
- PLACE ROOTBALL ON UNDISTURBED PEDESTAL TO PREVENT SETTLING. PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE.
- TREE PITS SHALL BE A MINIMUM OF 2 TIMES THE DIAMETER OF THE TREE BALL CONTAINER, WITH THREE TO FOUR TIMES THE DIAMETER RECOMMENDED.

TYPICAL TREE PLANTING DETAIL

N.T.S.

LANDSCAPE CALCULATIONS

REQUIRED LANDSCAPING:	PROPOSED LANDSCAPING:
FRONT AND SECONDARY FRONT YARD	FRONT AND SECONDARY FRONT YARD
• ONE SHADE OR EVERGREEN TREE SHALL BE PLANTED FOR EACH 50 FEET OF STREET FRONTAGE	• 36 FRONT/SECONDARY FRONT YARD TREES PROPOSED
• 1738 LF. / 50 = 34.7 ROUND UP TO 35 = 35 TOTAL TREES REQUIRED	
PARKING LOTS	PARKING LOTS
• FOR EVERY 50 PARKING SPACES THERE SHALL BE IN INTERIOR LANDSCAPE ARE AT LEAST 10' WIDE BY 20' LONG AND CONTAIN AT LEAST ONE SHADE TREE	• 40 TREES PROPOSED
• 389 TOTAL SPACES WITH 300 SURFACE SPACES	
300 / 50 = 6 SHADE TREES REQUIRED	

NEDERVELD
 www.nederveld.com
 800.222.1868
GRAND RAPIDS
 217 Grandville Ave., Suite 302
 Grand Rapids, MI 49503
 Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
 American Kendall Property Group, LLC
 Mike Speedy
 3600 Woodview Trace
 Suite 130
 Indianapolis, IN 46268
 Phone: 317.697.6500

REVISIONS:
 Title: Reason/Date Plan Submittal
 Drawn: JW Checked: RP Date: 02.10.22

THE RETREAT
 Landscape Plan
 52ND ST. & BYRON CENTER AVE.
 PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PROJECT NO:
 19400951

SHEET NO:
L-201



Grandville Public Schools

March 29, 2022

To Whom It May Concern:

I recently had a discussion with the potential developer of "The Retreat" to hear future plans for a housing development on the site near Byron Center and 52nd.. After a conversation, I was provided a potential plan for the site.

This project is tentatively scheduled for the Fall of 2022. This timeline fits well with the construction and reconfiguration within Grandville Public Schools as our new middle school will open in the Fall of 2023, our old middle school will be renovated for our fifth and sixth graders and open in 2024, which will create space within the district buildings to address any potential growth from this project. We should have plenty of space to welcome new families to our excellent schools.

Based upon the information I received during the meeting last week and the overview I was provided, I support the plan as presented to our community. I look forward to the development of this project and the partnership that I believe they will have with our community!

Sincerely,

A handwritten signature in black ink that reads "Roger Bearup". The signature is written in a cursive, flowing style.

Roger Bearup
Superintendent
Grandville Public Schools