

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 6, 2022, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Heather Dood, Grace Reformed 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 August 15, 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

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. 32 – To Appropriate an Additional \$10,500 of Budgetary Authority to Provide the Necessary Funds for the Emergency Removal of a Large Cottonwood Tree at Vets Park

b) Budget Amendment No. 34 – To Appropriate an Additional \$275,637.29 of Budgetary Authority for the Community Development Block Grant and Recognize the Associated Grant Revenue from Prior Grant Years

c) Budget Amendment No. 35 – To Appropriate a Reduction of \$85,206 of Budgetary Authority to Reconcile to HUD's Final Approved Community Development Block Grant Allocations

14) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Confirm the Reappointment of Deborah Krenz as a Member of the Community Development Committee for the City of Wyoming
- b) To Appoint Two Members and an Alternate Member to the Board of Directors of the Grand Valley Regional Biosolids Authority

15) Resolutions

- c) To Grant Preliminary Plat Tentative Approval for Malta Woods Plat

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

- d) To Accept a Proposal from Prein and Newhof to Design and Administer the Construction of the Gezon Parkway and 54th Street Resurfacing from Byron Center Avenue to Division Avenue and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 36)
- e) To Award the Bid for the 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- f) To Accept a Proposal from Knight Watch, Inc. for Card Reader Upgrades at the Public Works Building and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Authorize the Purchase of De-Icing Salt from Compass Minerals America Inc. and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Accept a Proposal from Hurst Mechanical, Inc. for the Replacement of a HVAC Unit and to Authorize the City Manager to Execute the Contract
- i) To Accept a Quote from Interphase Interiors, Inc. for the Purchase and Installation of Workstations and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Accept a Quote from Stryker for the Purchase of Two Lucas Chest Compression Devices, Authorize the Trade-In of Outdated Compression Assistance Devices and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Quote from Swaby Manufacturing Company for the Purchase of One Sump Pump and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Accept Preventative Maintenance Agreements for Two Stand-By Generators at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contracts
- m) To Accept a Quote from Eaton UPS for Uninterruptable Power Supply (UPS) Batteries and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Concur with Elevated Water Storage Tank Antenna Management Services, Accept a Proposal from Dixon Engineering, Inc. to Provide Future Elevated Water Storage Tank Antenna Management Services, and to Authorize the Mayor and City Clerk to Execute the Contract

17) Ordinances

- 16-22 To Amend Chapter 90 of the Code of Ordinances by Adopting Section 90-332 in Article 3; Amending Sections 90-402B, 90-408B, and 90-413B in Article 4B; and Amending Section 90-508 in Article 5 (First Reading)
- 17-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-203 in Article 4B (First Reading)
- 18-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-1203 in Article 11, Division 2 and Section 90-2100 in Article 11, Division 11 (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: September 6, 2022

Budget Amendment No. 032

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$10,500 of budgetary authority to provide the necessary funds of the emergency removal of a large cottonwood tree at Vets Park.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Facilities - Facilities Maintenance - Repairs and Maintenance				
101-267-26700-930.000	\$ 77,152.00	\$ 10,500.00		\$ 87,652.00
<u>Fund Balance/Working Capital (Fund 101)</u>			<u>\$ 10,500.00</u>	

Recommended: *Shyne Secyurpaw* Senior Accountant *C. J. PA* 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: September 6, 2022

Budget Amendment No. 034

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$275,637.29 of budgetary authority for the Community Development Block Grant and recognize the associated grant revenue from prior grant years.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>CBDG Fund</u>				
General Government - 2019 - Federal Grant Revenue				
256-000-02019-531.001	-	3,810.66		3,810.66
Planning - CBDG Activities 2019 - Home Repair Services				
256-400-69219-956.085	-	3,810.66		3,810.66
General Government - 2020 - Federal Grant Revenue				
256-000-02020-531.001	-	39,263.25		39,263.25
Planning - CBDG Activities 2020 - Home Repair Services				
256-400-69220-956.085	-	5,000.00		5,000.00
Planning - CBDG Activities 2020 - Capital Outlay Pinery Park				
256-400-69220-975.113	-	80,000.00		80,000.00
Planning - CBDG Activities 2020 - Code Enforcement				
256-400-69220-956.372	-	4,643.34		4,643.34
Planning - CBDG Activities 2020 - Other Services				
256-400-69220-956.000	169,881.00	-	50,380.09	119,500.91
General Government - 2021 - Federal Grant Revenue				
256-000-02021-531.001	-	98,905.78		98,905.78
Planning - CBDG Activities 2021 - Rehab Homes				
256-400-69221-956.045	-	43,905.78		43,905.78
Planning - CBDG Activities 2021 - Home Repair Services				
256-400-69221-956.085	5,000.00	10,000.00		15,000.00
Planning - CBDG Activities 2021 - Code Enforcement				
256-400-69221-956.372	-	5,000.00		5,000.00
Planning - CBDG Activities 2021 - Capital Outlay				
256-400-69221-975.000	-	40,000.00		40,000.00
General Government - 2022 - Federal Grant Revenue				
256-000-02022-531.001	-	133,657.60		133,657.60
Planning - CBDG Activities 2022 - Rehab Homes				
256-400-69222-956.045	129,068.00	50,000.00		179,068.00
Planning - CBDG Activities 2022 - Capital Outlay				

CITY OF WYOMING BUDGET AMENDMENT

Date: September 6, 2022

Budget Amendment No. 034

256-400-69222-975.000	104,822.00	73,657.60	178,479.60
Planning - CDBG Activities 2022 - Code Enforcement			
256-400-69222-956.372	-	10,000.00	10,000.00
Fund Balance/Working Capital (Fund 256)	-	-	

Recommended: *Dynabek Shubany*
Senior Accountant

CAIDA
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: September 6, 2022

Budget Amendment No. 035

To the Wyoming City Council:

A budget amendment is requested to appropriate a reduction of \$85,206 of budgetary authority to reconcile to HUD's final approved Community Development Block Grant allocations.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>CBDG Fund</u>				
General Government - 2023 - Federal Grant Revenue				
256-000-02023-531.001	588,710.00		62,628.00	526,082.00
Planning - Administrative:2023 - Printing & Advertising				
256-400-17523-900.000	1,050.00		438.00	612.00
Planning - Rehabilitation 2023 - Salaries				
256-400-69123-706.000	45,969.00		10,438.00	35,531.00
Planning - CDBG Activities 2023 - Other Services Demolition				
256-400-69223-956.029	10,000.00		10,000.00	-
Planning - CDBG Activities 2023 - Other Services Rehab Loan				
256-400-69223-956.045	255,000.00		10,438.00	244,562.00
Planning - CDBG Activities 2023 - Other Services Home Repair				
256-400-69223-956.085	15,000.00		10,438.00	4,562.00
Planning - CDBG Activities 2023 - Capital Outlay				
256-400-69223-975.000	114,109.15		10,438.00	103,671.15
Planning - CDBG Activities 2023 - Code Enforcement				
256-400-69223-956.372	55,000.00		10,438.00	44,562.00
Planning - CDBG Activities 2020 - Other Services				
256-400-69220-956.000	119,500.91	-	22,578.00	96,922.91
Fund Balance/Working Capital (Fund 256)		<u>22,578.00</u>	<u>-</u>	

Recommended: *Amber Schubauer*
Senior Accountant

Chris
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 _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 6, 2022

Budget Amendment No. 035

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 CONFIRM THE REAPPOINTMENT OF DEBORAH KRENZ
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Deborah Krenz expired June 30, 2022.
2. It is the desire of the City Council that Deborah Krenz be reappointed as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Deborah Krenz as a member of the Community Development Committee for the City of Wyoming, Michigan for the regular term ending June 30, 2024.

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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT TWO MEMBERS AND AN ALTERNATE MEMBER
TO THE BOARD OF DIRECTORS OF THE GRAND VALLEY
REGIONAL BIOSOLIDS AUTHORITY

WHEREAS:

1. It is the desire of the Wyoming City Council to appoint John McCarter and Myron Erickson as Directors, and Aaron Vis as the Alternate Director to the Grand Valley Regional Biosolids Authority.
2. Deputy City Manager John McCarter, Director of Public Works Myron Erickson, and Assistant Director of Public Works-Maintenance Aaron Vis (Alternate Director) have agreed to serve on the Grand Valley Regional Biosolids Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Wyoming hereby appoints Deputy City Manager John McCarter, Director of Public Works Myron Erickson as Directors, and Assistant Director of Public Works-Maintenance Aaron Vis as Alternate Director, for a term ending June 30, 2023.

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 September 6, 2022.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT TENTATIVE APPROVAL
FOR MALTA WOODS PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Malta Woods subdivision will provide 14 residential lots to complement this endeavor.
2. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
3. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at its June 21, 2022 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Preliminary Plat Tentative Approval for Malta Woods is granted subject to the following 4 conditions to be met before final approval of this preliminary plat:
 - 1) Developer will need to provide storm water calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Stormwater Standards Manual and meet requirements for water quality, channel protection and flood control. Storm sewer system shall meet the "No adverse impact" requirement.
https://www.wyomingmi.gov/Portals/0/StmwrtrStdsManual_Wyoming_2022_0201_1.pdf
 - 2) A licensed Civil Engineer shall identify impacts of a 100-year storm event and show overflow route and impacts to ensure no adverse impacts offsite or internal to the site.
 - 3) Developer shall address the following concerns with the proposed utility layout and plat layout:
 - a) Driveway approach for 3841 - 56th Street shall include driveway flares and meet City of Wyoming standard details for residential flared approach. Agreement with property owner to relocate drive approach must be provided.
 - b) Hydrant spacing shall be less than 400 feet. Modify proposed locations to accommodate spacing.
 - c) Modify storm sewer system as noted on plan.
 - d) Verify intent of 20-foot private storm drainage easement between Lots 11 & 12, 12 & 13, 12 & 14, and 13 & 14.
 - e) Proposed walk along 56th Street shall be 10 feet in width to accommodate future path width.
 - 4) Developer must meet all fire codes through full plan review.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming,
Michigan at a regular meeting held on September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

August 30, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat- Tentative Approval for Malta Woods located at 3845 56th Street SW (Section 32) (Matthew and Michael Langenberg)

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 21, 2022. A motion was made by Hall, supported by Van Duren, to approve the request for Preliminary Plat Tentative Approval for Malta Woods subject to conditions 1-5 and recommend the same to City Council. The motion passed unanimously.

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

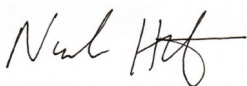
The petitioner proposes 14 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Estate Residential and contains one single family home.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was granted by Planning Commission on June 21, 2022.

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

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

Respectfully submitted,



Nicole Hofert, Director
Department of Planning and Economic Development

community • safety • stewardship

CITY COUNCIL

Cc: Curtis Holt, City Manager

5. Site Plan must clearly show what is existing and what is proposed.
 - a. Abandoned water service and fireline shall be plugged at the valves.
 - b. Proper restraint must be utilized on fireline.
 - c. Proposed 2.5" water service is not a standard size. Use a standard size.
6. Proposed drives shall be constructed per Wyoming specifications and shall have 30-foot radii minimum.
7. Proposed drives shall be graded to minimize any storm water from entering the City right-of-way.
8. Developer must meet all fire codes through full plan review.

Micele opened the public hearing at 7:07 PM. There was no public comment and the public hearing was closed.

Ana Pelhank, 45 Ottawa Ave SW, Ste. 600, Grand Rapids, MI, introduced herself as the developer's representative and stated that she is available for comment.

A motion was made by DeLange, supported by Hegyi, to grant special use approval for the proposed special use drive-through establishment at 1730 28th Street SW.

A vote on the motion passed unanimously.

A motion was made by Hall, supported by Hegyi, to grant site plan approval subject to conditions 1-8.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for preliminary plat tentative approval located at 3845 56th Street SW (Section 32) (Matthew and Michael Langenberg)

Hofert explained that the site is zoned ER Estate Residential and is currently being used as a single-family lot. Hofert said that the lot will be developed to R-1 standards and outlined the various uses of the surrounding land.

Hofert said that the applicant is requesting to develop an existing single-family lot into a new residential subdivision. The site will include 14 new single-family lots that will be served by a public cul-de-sac road and public utilities.

Hofert explained that the project is consistent with the future land use identified for this area. She additionally stated that the developer is finalizing minor items related to the “Declaration of Building Use and Restrictions and Protective Covenants for Malta Woods” and recommended a revised condition that required the developer to provide a final document to staff for the City Attorney and City Planner’s review prior to going before Council.

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

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat.

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

Hofert explained that the Development Review Team recommends the Planning Commission grant Preliminary Plat-Tentative Approval for Malta Woods and recommends the same to the City Council subject to conditions 1-5 below:

- 1.) Developer shall provide a final “Declaration of Building Use and Restrictions and Protective Covenants for Malta Woods” that meet the City Planner and City Attorney approval prior to the project appearing before City Council.
- 2.) Developer will need to provide storm water calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Stormwater Standards Manual and meet requirements for water quality, channel protection and flood control. Storm sewer system shall meet the “No adverse impact” requirement.
https://www.wyomingmi.gov/Portals/0/StmwtrStdsManual_Wyoming_2022_0201_1.pdf
- 3.) A licensed Civil Engineer shall identify impacts of a 100-year storm event and show overflow route and impacts to ensure no adverse impacts offsite or internal to the site.
- 4.) Developer shall address the following concerns with the proposed utility layout and plat layout:

- a) Driveway approach for 3841 - 56th Street shall include driveway flares and meet City of Wyoming standard details for residential flared approach. Agreement with property owner to relocate drive approach must be provided.
 - b) Hydrant spacing shall be less than 400 feet. Modify proposed locations to accommodate spacing.
 - c) Modify storm sewer system as noted on plan.
 - d) Verify intent of 20-foot private storm drainage easement between Lots 11 & 12, 12 & 13, 12 & 14, and 13 & 14.
 - e) Proposed walk along 56th Street shall be 10 feet in width to accommodate future path width.
- 5.) Developer must meet all fire codes through full plan review.

Micele opened the public hearing at 7:15 PM.

Jerry Woodcox, 3809 56th St. SW, Wyoming, MI, said that this proposed plat will be in his backyard and doesn't understand how there is enough room for 14 houses in this plat. He is worried that if the economy goes bad the unfinished houses would become an eyesore. Woodcox is concerned about where the wildlife will go. He said that traffic is already overloaded and is worried that 14 more houses will cause more traffic concerns. Woodcox said that he is totally against this project.

Ed Perrin, 3837 56th St. SW, Wyoming, MI, stated that he is the previous owner of the property and owned it for over 70 years. Perrin stated that there is a water problem at the property and the house that is currently at the property has flooded multiple times. He thinks that extensive filling should be done at the site. Perrin said that since the neighboring apartments have been constructed his truck has been broken into twice and there is no police presence in the area. Perrin doesn't understand how 14 houses can be constructed on six acres.

Barbara Boomers, 3841 56th St. SW, Wyoming, MI, said that most of her concerns have been addressed by the previous speakers. Boomers has lived in her home for over 35 years and has seen the area develop over the years. She said that her privacy in the rear yard will be taken away if these homes are built. Boomers is concerned about the wildlife and the removal of the mature trees. She thinks the construction of this plat will be a huge change and a huge disruption to their lives.

Micele closed the public comment at 7:20 PM.

Paul Henderson, 5055 Plainfield Ave, NE, Ste. A, Grand Rapids, MI introduced himself as the Engineer and said that the owners of the property are also present. Henderson presented a short overview of the project. He stated that the development will be served by public water and sewer and will be providing storm water management basins in accordance with the city's Engineering requirements. The developer has thoroughly planned to ensure all drainage issues are addressed with the engineering department.

A motion was made by Hall, supported by VanDuren, to grant Preliminary Plat-Tentative Approval for Malta Woods and recommend the same to the City Council subject to conditions 1-5.

DeLange asked the developer if he was aware about previous water problems that were mentioned.

Henderson stated that he was not aware of any water concerns but is working with the City's Engineering department regarding storm water drainage, storm water management, and storm sewer facilities. These facilities will be installed in accordance with development standards.

Arnoys commented about traffic and asked if there were any recent traffic studies performed on 56th St.

Hofert stated that there are regular ongoing traffic studies on 56th St. because of the ongoing development in the area. Hofert said that 56th St. is designed to withstand more traffic than the current traffic load. Hofert stated that the city will continue to monitor 56th St like it does all streets in the City that are experiencing development in the nearby area.

Hall asked the developers if they have done residential development before.

Michael and Mathew Langenberg, 3845 56th St SW, Wyoming, MI, explained that this will be the first residential development they have built but have been building homes since 2008.

Hall asked what the price point for the homes would be.

Michael Langenberg explained that the goal is a \$350,000 to \$400,000 price range and they are looking to build custom homes that will enhance the property.

Hall asked the developers if they anticipate any crime for the surrounding neighbors with homes at this price point.

Michael Langenberg stated that they don't foresee crime being an issue at the home price point and anticipate the homes being occupied by families.

DeLange stated that he is excited to see a R-1 plat being developed since the board has seen a lot of mixed-use higher density developments lately.

Micele asked the developer if the motion is approved and the project proceeds to keep as many trees as possible.

Michael Langenberg stated that they have had conversations with the excavator as well as the company that will be installing the road, and the intent is to keep as many trees as possible to preserve the natural features.

Weller asked about the existing home and driveway location.

Hofert explained that the one shared drive off of 56th ST that several houses use will be slightly relocated in order to eliminate a second curb cut on 56th. The shared drive will instead come out on the new road that is part of the plat. An easement is provided for this shared drive.

Weller commented about the heavy traffic on 56th St.

A vote on the motion passed unanimously.

NEW BUSINESS

AGENDA ITEM NO. 3

Request to approve a site plan for the HT Hackney Company at 1180 58th Street SW
(Section 35) (Woodstone Enterprises LP)

Meagher explained that the site is currently zoned I-3 Restricted Industrial and is currently home to HT Hackney's 195,000 sq ft facility. Meagher outlined the various uses of the surrounding land.

Meagher explained that HT Hackney, a wholesale grocery distribution company, is proposing to construct two building additions to its existing 195,000 square foot facility. A proposed 90,000 square foot addition will be constructed along the south side of the facility for dry warehousing and receiving, and a 23,461 square foot addition will be added to the east side of the building to expand the site's existing freezer storage area. The property contains 26.94 total acres of land and can currently be accessed on the north side of the lot off of 58th Street. An additional access drive is being proposed on the south side of the property along 60th Street. 1119 60th Street will be combined with the existing site to accommodate this new access point. The site will provide 195 total parking spaces.



Know what's below. Call before you dig.

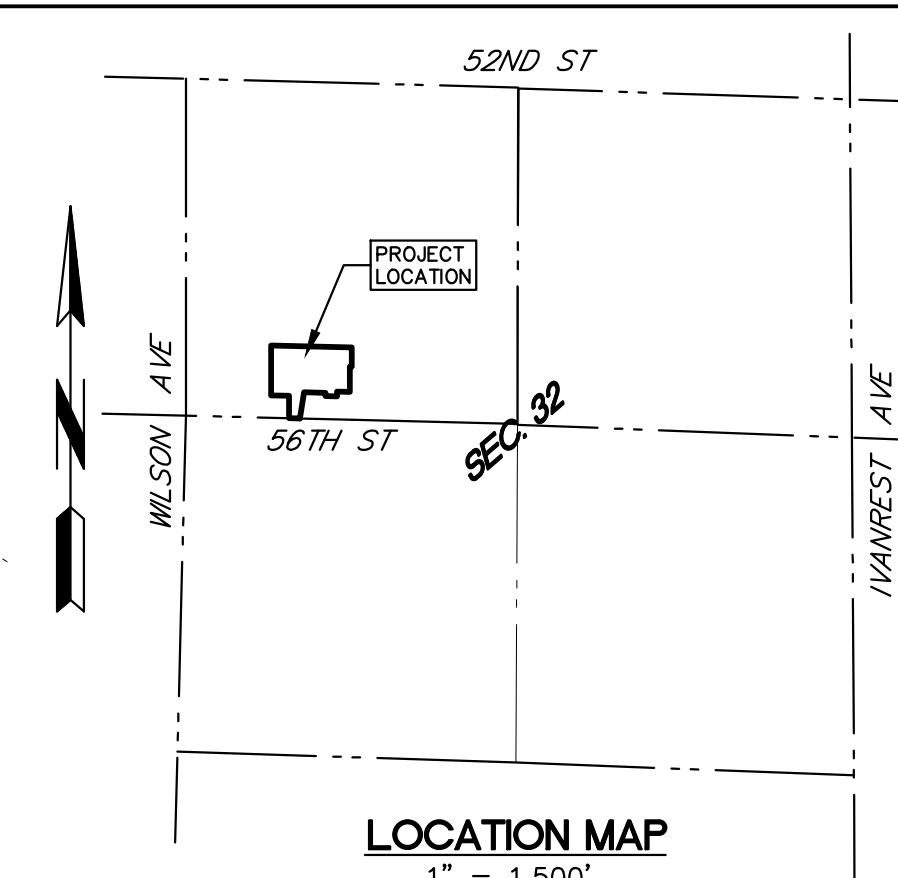
BENCHMARK #1 ELEV. = 733.88
NAIL IN SOUTH SIDE OF POWER POLE
LOCATED APPROXIMATELY 1'± WEST OF
SOUTH SOUTHWEST PROPERTY CORNER
(N.A.V.D. 88)

BENCHMARK #2 ELEV. = 741.85
RAILROAD IN EAST SIDE OF POWER POLE
LOCATED APPROXIMATELY 197'± SOUTHWEST
OF EAST PROPERTY CORNER (N.A.V.D. 88)

"MALTA WOODS" PLAT

5500 WILSON AVE SW
41-17-32-100-103
CITY OF GRANDVILLE
UNPLATTED

ZONED: ER
USE: SINGLE FAMILY



DEEDED DESCRIPTION:
THAT PART OF THE NW 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE S88°35'25"E 806.0 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING; THENCE N00°03'28"W 175.0 FEET; THENCE N88°35'25"W 140.0 FEET; THENCE N00°03'28"W 990.61 FEET; THENCE S88°32'21"E 629.98 FEET; THENCE S00°03'28"W 49.56 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N88°35'25"W 15.0 FEET; THENCE S00°03'28"W 197.20 FEET; THENCE N88°35'35"W 100.0 FEET; THENCE S00°03'28"W 57.80 FEET; THENCE N88°35'25"W 80.0 FEET; THENCE N00°03'28"E 26.0 FEET; THENCE N88°35'25"W 166.0 FEET; THENCE S09°29'28" 208.01 FEET; THENCE N88°35'25"W 84.28 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING. SUBJECT TO HIGHWAY RIGHT OF WAY FOR 56TH STREET.

- APPLICANT: MATT LANGENBERG, INTRICATE DESIGN BUILDING & REMODELING LLC, 3845 56TH ST SW, WYOMING, MI 49418
- PARCEL ID: 41-17-32-100-071
- ADDRESS: 3845 56TH ST SW, WYOMING, MI 49418
- EXISTING USE: SINGLE FAMILY RESIDENTIAL
- PROPOSED USE: SINGLE FAMILY RESIDENTIAL - PLATTED SUBDIVISION
- PARCEL SIZE: 5.73 GROSS ACRES (INCLUDING 56TH ST. R/W) 5.64 NET ACRES (EXCLUDING 56TH ST. R/W)
- EXISTING ZONING, R-1 (RESIDENTIAL DISTRICT)
 - MIN. LOT WIDTH: 35 FT
 - MIN. LOT AREA: 10,000 S.F.
 - MIN. FRONT SETBACK: 8.35 FT
 - MIN. SIDE SETBACK: 15 FT (20' TOT)
 - MIN. REAR SETBACK: 15 FT
 - MAX. BUILDING HEIGHT: 35 FT
 - MIN. BUILDING SIZE: 1,280 S.F. (1 STY)
 - MAX. LOT COVERAGE: 35%
- DENSITY:
 - A. GROSS DENSITY: 14 SINGLE-FAMILY LOTS
 - B. NET DENSITY (MINUS PROP. ROAD R/W): 14 LOTS / 5.64 ACRES (PARCEL SIZE) = 2.48 LOTS PER AC.
 - PROP. ROAD R/W = 0.97 ACRES
 - 5.64 NET ACRES = 0.97 ACRES
 - 14 LOTS / 4.67 ACRES = 3.0 LOTS PER ACRE
- UTILITIES: THE PROPOSED DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER AND WATERMAIN.
- SURFACE WATER DRAINAGE: THE STORM WATER RUN-OFF WILL BE COLLECTED IN THE PROPOSED STORM SEWER DETENTION BASIN AND DISCHARGED OFFSITE AT A RESTRICTED RATE.
- STREET LIGHTING: THE PROPOSED STREET LIGHTING AS SHOWN SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - TRAFFIC DIVISION.
- PROJECT SIGNAGE: THERE IS A PROJECT SIGN PROPOSED IN THE OPEN SPACE AREA AT THE MOST SEELY PART OF THE SITE.
- STREET: THE PROPOSED PUBLIC STREET SHALL BE IN COMPLIANCE WITH THE CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS.
- FLOODPLAIN: ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 260110010C, DATED 9-2-1982, NOT PRINTED (No Digital Data available)
- LANDSCAPING: IT IS PROPOSED TO PLANT STREET TREES AS THE UNITS ARE CONSTRUCTED AT 50' MIN. SPACING. STREETS ADJACENT TO OPEN SPACE SHALL BE DEVELOPER RESPONSIBILITY.
- CUL-DE-SAC LENGTH: MAXIMUM CUL-DE-SAC LENGTH IS 300 FEET AS MEASURED ALONG STREET CENTERLINE FROM THE CURVE MID-POINT TO THE BACK OF THE CUL-DE-SAC CURB AND GUTTER (PER DIVISION 4.5.4 OF THE SUBDIVISION DESIGN STANDARDS, JULY 2019)
- WETLANDS: ACCORDING TO THE NATIONAL WETLANDS INVENTORY WEBSITE, THERE DOES NOT APPEAR TO BE ANY REGULATED WETLANDS WITHIN THE PROJECT AREA.
- OPEN SPACE AREA: "PARKS AREAS" SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

REVISIONS:

DATE: MAY 23, 2022

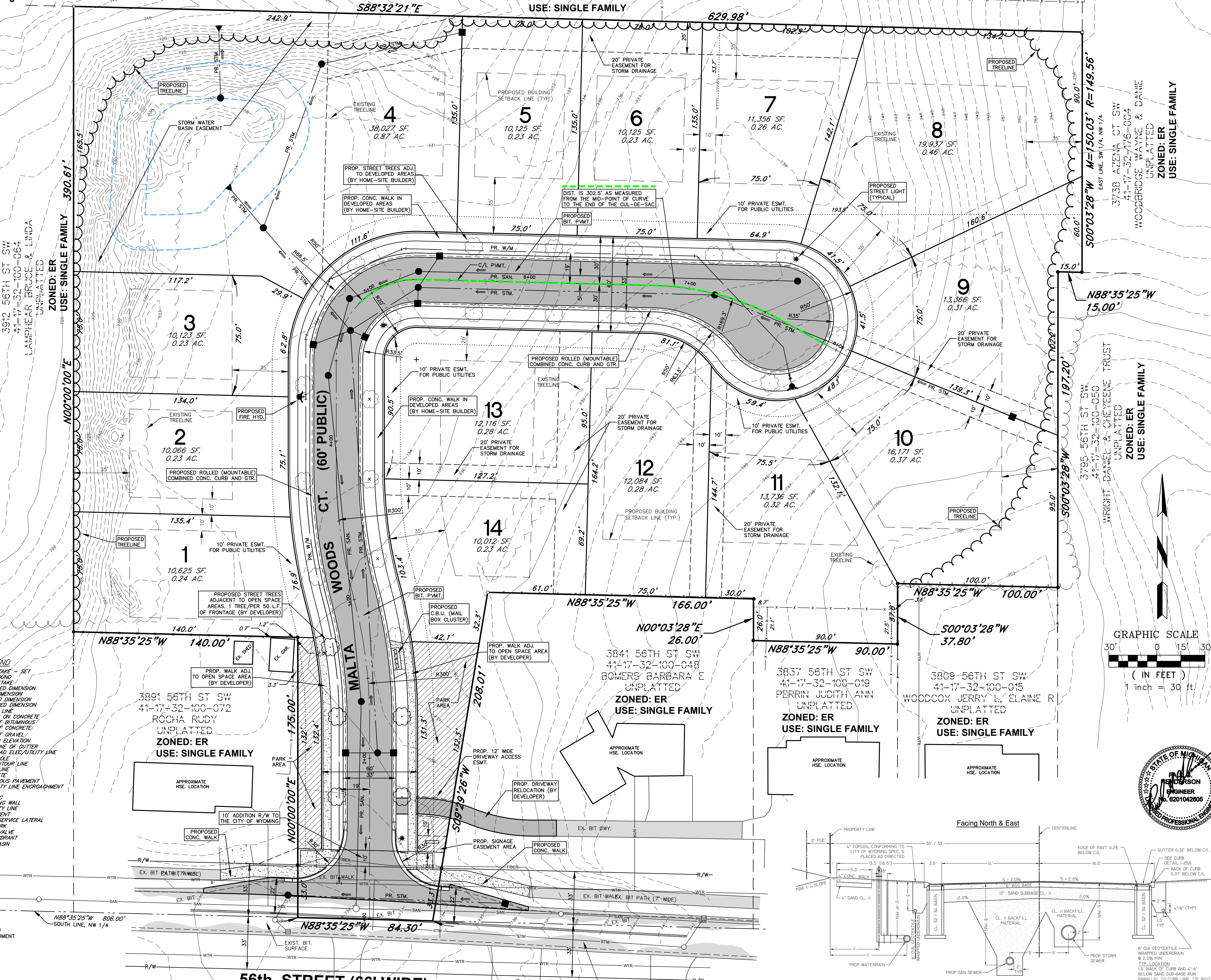
DRAWN BY: JEP

APPROVED BY: RHL

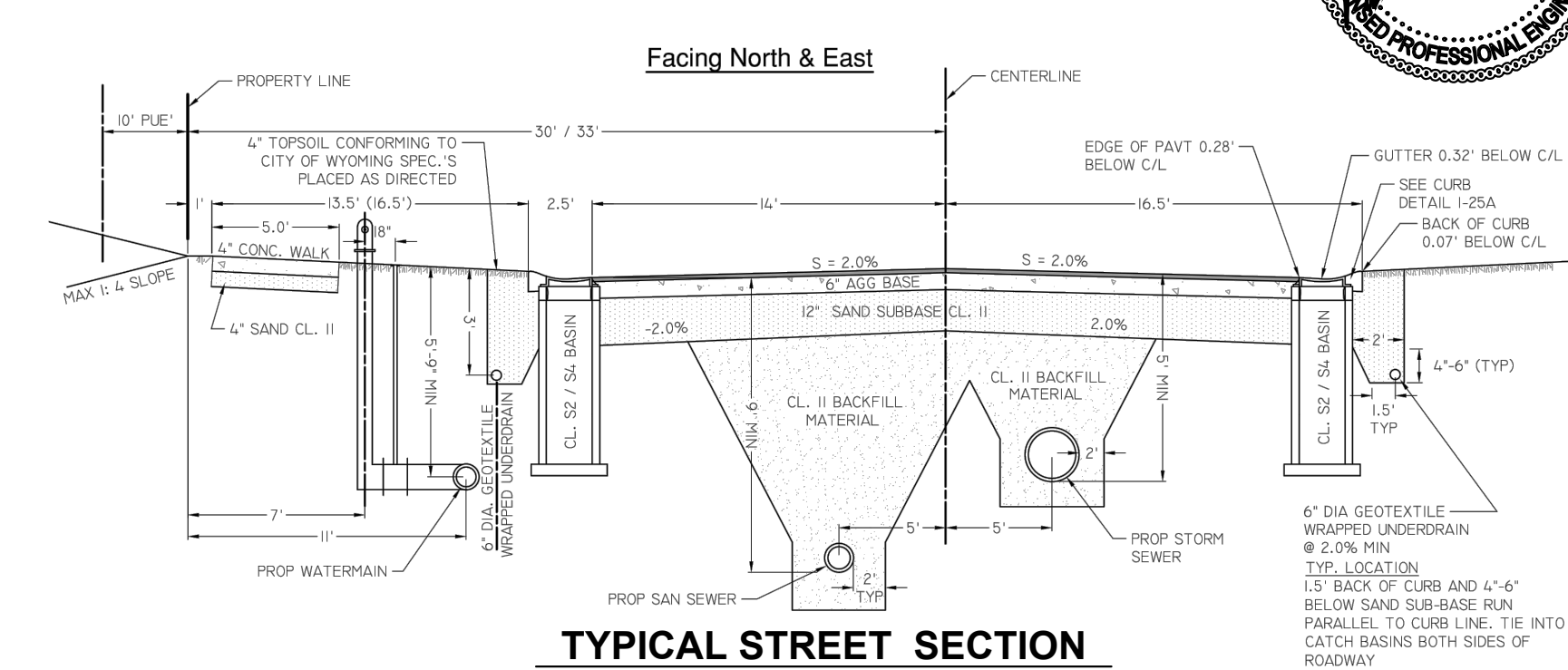
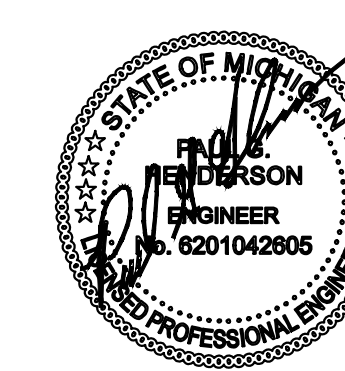
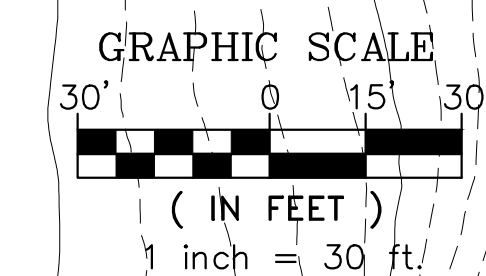
CLIENT: **MATTHEW LANGENBERG**
MICHAEL LANGENBERG
3845 56TH ST SW
WYOMING, MI 49418 (616) 560-8020

PROJECT NO. 211267

C-101



- LEGEND**
- IRON STAKE - SET
 - IRON FIND
 - WOOD STAKE
 - RECORDED DIMENSION
 - DEED DIMENSION
 - PLATTED DIMENSION
 - M — MEASURED DIMENSION
 - CL — CENTER LINE
 - CC — CORNER ON CONCRETE
 - EB — EDGE OF BITUMINOUS
 - EG — EDGE OF GRAVEL
 - G — GROUND ELEVATION
 - GIR — FLOW LINE OF GUTTER
 - OH — OVERHEAD ELEC./UTILITY LINE
 - SR — LIGHT POLE
 - EX — EX. CONTOUR LINE
 - FENCE LINE
 - CONC — CONCRETE
 - BITUMINOUS PAVEMENT
 - ENCR — PROPERTY LINE ENCROACHMENT
 - UTIL — UTILITY
 - ELEC — ELECTRIC
 - RET — RETAINING WALL
 - P/L — PROPERTY LINE
 - PWMT — PAVEMENT
 - W.S. — WATER SERVICE LATERAL
 - BM — BENCHMARK
 - W.V. — WATER VALVE
 - HYD — FIRE HYDRANT
 - CB — CATCH BASIN
 - MH — MANHOLE



56th STREET (66' WIDE)

TYPICAL STREET SECTION

NOT TO SCALE

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PREIN AND NEWHOF TO DESIGN AND ADMINISTER THE CONSTRUCTION OF THE GEZON PARKWAY AND 54TH STREET RESURFACING FROM BYRON CENTER AVENUE TO DIVISION AVENUE AND TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Prein and Newhof has provided the City with a proposal to prepare the design and perform the construction administration of the resurfacing of Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue in 2023.
2. The proposal is estimated to cost \$62,900 for the design of the project and \$129,500 for the construction administration.
3. It is recommended that the City Council accept the proposal.
4. The acceptance of the proposal requires the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Prein and Newhof for the design and construction administration of the resurfacing of Gezon Parkway and 54th Street from Byron Center Ave to Division Avenue.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract in the amount of \$192,400.
3. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Budget Amendment
 Staff Report
 Standard City Professional Service Contract
 Proposal

CITY OF WYOMING BUDGET AMENDMENT

Date: September 6, 2022

Budget Amendment No. 036

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$193,000 of budgetary authority to provide the necessary funds for the design and construction management of the resurfacing of Gezon Parkway and 54th Street Project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	\$ 2,551,861.00	\$ 193,000.00		\$ 2,744,861.00
<u>Fund Balance/Working Capital (Fund 202)</u>			<u>\$ 193,000.00</u>	

Recommended:

Stephens Grubauer
Senior Accountant

Chris

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: August 30, 2022

Subject: Prein & Newhof Agreement – Gezon Parkway and 54th Street Resurfacing

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

Meeting Date: September 6, 2022

RECOMMENDATION:

Staff recommends City Council accept and authorize the Mayor and Clerk to execute an agreement with Prein & Newhof for the design and construction administration of the Gezon Parkway and 54th Street Resurfacing project from Byron Center Avenue to Division Avenue in 2023 in the amount of \$192,400.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will mill and resurface Gezon Parkway and 54th Street for three miles between Byron Center Avenue and Division Avenue. The project improves the pavement condition, adds a turn/through lane at Clyde Park Avenue and improves the efficiency of the traffic signal at Clyde Park and 54th Street. The project will promote better access to businesses, reduce pollution, vehicular delay, while improving safety.

DISCUSSION:

In the current Grand Rapids area Transportation Improvement Plan (TIP), the City of Wyoming was awarded funding for the resurfacing of Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue in 2023. The project includes the addition of a through/turn lane for eastbound Gezon Parkway as you approach Clyde Park Avenue. The additional lane will be an extension of an additional eastbound lane constructed with the 54th Street – Meijer Access drive project in 2023 from Clyde Park Avenue to US-131. The additional lane will allow more traffic through the intersection and allow more efficient signal timing – improving overall intersection efficiency. Significant construction will be performed at night to reduce the impact of construction on businesses and traffic.

The City requested proposals from various capable firms with Prein & Newhof submitting the most competitive proposal. On August 18, 2022, Prein & Newhof submitted a proposal to design and administer the construction of the Gezon Parkway and 54th Street resurfacing project in the amount of \$192,400.

BUDGET IMPACT:

Funds can be financed out of the Major Street Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Professional means: Prein & Newhof, Inc.
(Name of contracting entity)
A. Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
3355 Evergreen Drive NE
(Professional's street address)
Grand Rapids, MI 49525
(Professional's city, state & zip)

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: September 7, 2022.

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

Proposal means Professional'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. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those specifically waived or modified in this paragraph, Professional is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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


4. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

Prein & Newhof, Inc.

By: _____
Jack A. Poll, Mayor

By: 
(Signature, officer, director or principal of Professional)
JASON WASHLER, VICE PRESIDENT
(Typed/Printed Name & Title of Person Signing for Professional)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8/30, 2022

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional 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.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.
4. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional'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, Professional and Professional'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, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **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 professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional 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. Professional 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 Professional will engage with others on City's behalf, Professional 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), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional 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 Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
6. **Ethical Standards.** Professional and Professional'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 Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional'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. Professional will promptly inform City of any change in this circumstance.
7. **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.

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

9. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

10. Intellectual Property. Professional 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. Professional 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 use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. 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.

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

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

14. Insurance. Professional 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 Professionals; (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).

PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
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, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

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

16. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional'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.

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

EXHIBIT B



Gezon Parkway and 54th Street Resurfacing

Proposal for Project Design and Construction Engineering Services

Prepared for:
City of Wyoming

Submittal Date:
August 18, 2022

August 18, 2022

Russ Henckel, PE
City of Wyoming
2660 Burlingame Avenue
Wyoming, MI 49509

Re: Gezon Parkway and 54th Street Resurfacing

Dear Mr. Henckel:

We are pleased to submit the enclosed proposal for the above-referenced project for your consideration.

The enclosed proposal includes our work plan, project team, experience, schedule, and proposed fee.

We have recently completed several similar projects with the Grand Rapids TSC and reviewed the 36th Street LAP plans. We are confident we can prepare an efficient set of plans and Special Provisions to address the scope of this project.

As you know, it is all about people, experience, and relationships, and the City of Wyoming is very important to Prein&Newhof. We have worked hard to earn your trust and will continue to do so moving forward.

Sincerely,

Prein&Newhof



Jason M. Washler, PE

JMW/jmw

Enclosure: Proposal



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Work Plan.....	3
Schedule.....	6
Fees	7
Project Team.....	9
Experience	29



Firm Information

At Prein&Newhof, our goal is to serve our clients wisely – meeting their infrastructure needs with a combination of experience, integrity, creativity, and common sense.

For 50 years, Prein&Newhof has been serving township, municipal, and private clients across Michigan. Because every situation is different, we put a high value on personal attention. Our main goal is to see farther. We are dedicated to crafting flexible, long-term solutions rather than quick fixes, because we want the best for our clients and for Michigan.

History

Begun by Tom Newhof and Ed Prein in 1969, Prein&Newhof was founded on the belief that each engineer should take personal responsibility for meeting his or her clients' needs – building long-term relationships and managing each project from start to finish, from preliminary design to final construction. Today, we are the engineer of choice for over 50 communities across Michigan.

Employees

Prein&Newhof is 100 percent employee-owned, with 150 full-time personnel, including engineers, surveyors, drafters, geologists, chemists, communication specialists, and support staff.

Professional Services

At Prein&Newhof, we are constantly developing our skills to serve our clients better. Our primary services include the following:

- Municipal Engineering
- Water & Wastewater
- Stormwater Management
- Roads & Trails
- Airports
- Private Development
- Asset Management
- Landscape Architecture
- Environmental Consulting
- Laboratory Testing
- Structural Engineering
- Geotechnical Engineering
- Surveying

Locations



Our Values

Invest Wisely

Develop Relationships

Take Responsibility

Build Expertise

Support Community

Our strength lies in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions.

Project Understanding

We understand the City of Wyoming would like to widen a portion of Gezon Parkway/54th Street (approximately 2,000 feet in length, west of Clyde Park) to five lanes, add a right/thru turn lane for eastbound traffic at Clyde Park, and mill/resurface all the asphalt pavement from Byron Center Road to Division Avenue excluding the area between Clyde Park and US-131. We also understand that maintenance of traffic (MOT) will be a primary concern during the project due to the commercial activity along this corridor.

We have worked on several similar projects in the Grand Rapids area recently, including Alpine Avenue (Walker), Turner Avenue (Walker), Fulton Street (Grand Rapids), Getty Street (Norton Shores), and 44th Street (Kentwood).

We have also worked on several other projects with the MDOT Grand Rapids TSC staff and understand their expectations well. Unless the TSC changes their approach, all sidewalk ramps at intersecting streets will need to be upgraded to be ADA compliant. All sidewalk ramps at commercial drive approaches with a curb going through the sidewalk must also be compliant, except the detectable warning surface is not required. We estimate approximately 115 ramps will need to be removed and replaced to meet this requirement. We will confirm this before starting any design work on the project. We also intend to have Meyers, Bueche & Nies, Inc. design and stake the ramps during construction, similar to Wyoming's 36th Street project, unless the ramps need additional rights-of-way. In those cases, we intend to do a detailed design and include it in the plans. We anticipate MBN will contract directly with Wyoming for their scope of the work.

The proposed right turn/thru lane for eastbound traffic at Clyde Park appears to encroach on the strain pole and controller cabinet. We have included time in our proposal to design the relocation of these facilities.

Our proposed construction schedule includes ten weeks of construction. Eight weeks will include daytime construction of the pavement widening and concrete replacement (ramps, drives, sidewalk, curbs). The other two weeks will include overnight work to mill and resurface the asphalt pavement within the project limits.

We are estimating that four property acquisitions will be needed. Our proposal includes time to prepare four sketches. We assume the remaining effort to acquire these will be done by Land Matters and they will contract directly with Wyoming.

We estimate approximately 115 ramps will need to be removed and replaced to meet this requirement.

The proposed right turn/thru lane for eastbound traffic at Clyde Park appears to encroach on the strain pole and controller cabinet.

Work Plan

Once awarded the project, we will hold a **kickoff meeting** with your staff to discuss timelines, scope, and specific challenges associated with this project. Immediately following the kickoff meeting, we will begin the **data gathering phase**. This phase will include obtaining a topographic survey (from MBN), endangered species survey (Barr Engineering), existing aerials, GIS, soil borings, and as-built plans for the road and utilities. This information will be used to build a base drawing for the project. We will also take up to five (5) soil borings to verify existing site conditions, which will be useful in designing the road widening. An additional soil boring will be taken where the traffic signal relocation is anticipated. This will be used to design the strain pole foundation. Accurate soil information will minimize the potential for contractor change orders, reducing contractor risk and bid costs.

We will also discuss sidewalk/ADA expectations with the Grand Rapids TSC staff to make sure we understand their expectations. We will walk the project site to determine which ramps need to be replaced and if any of the ramps need an easement.

We will also submit forms to the MDOT Rail Office to initiate the diagnostic team review of the rail crossing between US-131 and Division Avenue.

Once the data gathering phase is complete, we will prepare base plans with the preliminary design in planview. We will then meet with city staff to review the plan, which will be considered 50 percent complete. Following this meeting, we will share the **50 percent complete plans** with the utility stakeholders (public and private). The MDOT programming forms and NEPA documentation will also be prepared and submitted to MDOT following this milestone.

Property/easement acquisition, if necessary, will begin at this time.

Our next step is to develop the preliminary design based on all input provided up to this point. We will also identify construction work items and update the project cost estimates as part of this step. We will consider these plans the **80 percent or grade inspection (GI) plans**. This entire package will be reviewed by City staff before meeting to discuss your comments.

Final design will incorporate all review comments. **Internal peer reviews** will be done at the 50, 80, and 100 percent complete stages by our senior engineers, surveyors, and construction staff.

Once MDOT has approved the project for bidding, our project manager will be available to answer contractor inquiries and review the bid tabulation.

During the **construction phase**, Prein&Newhof will provide construction staking, full-time inspection, professional project management, and, most importantly, consistent communication. We will provide a construction update webpage to

We will provide a construction update webpage to keep the public informed of progress.

keep the public informed of progress. We will coordinate materials laboratory testing through SME. We will complete all contract administrative items as well. These include shop drawing reviews, pay estimates, change orders, documentation and other record keeping, final inspection, and record plans. Regular progress meetings will also be held to keep you and the public in the loop. We have found that bi-weekly progress meetings are supplemented as needed with additional meetings to be effective.

We plan to provide our services until the contractor completes construction, is paid, and the records plans are completed. We will provide a complete construction manual when the project is done for your records that will include all documentation of all materials used on the project, material testing reports, and inspector daily reports.

We take pride in our profession, our firm, and the way we present ourselves to you, your commission, and your citizens. We do not send inexperienced engineers to represent you in important matters. We send seasoned people who can think on their feet, communicate difficult technical subjects in an understandable way, and keep their cool in trying situations.

We Will Be There When You Need Us.

We believe you should be able to reach us quickly, whether by phone or email. When you work with Prein&Newhof, you are more than a "project." We are your partner, and we treat you as such. Your single point of contact will be Jason Washler, PE. You can count on him to meet your needs. He carries a cell phone and will be available at all times for emergencies.

You can trust Prein&Newhof to stick with you. We are a financially stable, employee-owned firm. Each team member has a significant ownership stake in it. This translates to low turnover, which means there is a very high likelihood you will see the same key people on your projects from beginning to end.

We Listen, and We Collaborate.

To solve a problem, you first need to understand it. Before taking any action, we listen first--understanding your problems and expectations comes before engineering. We work with you as partners and believe a good solution will more than satisfy you. This is fundamental to successful resolutions and one of the reasons we work as engineer-of-record for 50 West Michigan communities. Prein&Newhof focuses on good client relationships, believing this helps us design the best and most cost-effective, long-term solutions for all of our communities.

We Bring a “Big-Picture” Perspective to Every Project.

Too many communities’ systems are the victim of hit-and-run engineering: design solutions that consider only one project at a time. Engineering in a vacuum often does not fit well within the context of an entire system.

Our team believes in meeting every project challenge within the context of your big picture. Our practice is not only to understand and address your immediate needs but to dig into how those immediate needs relate to your overall plan for your system. In other words, when you have a need, we do not just put a Band-Aid on it; we learn where it fits in with your long-term goals and address your overall issue and present need.

This big-picture approach makes us better problem solvers. Prein&Newhof’s proposed team is especially adept at identifying system-wide issues and finding ways to cut your overall ownership costs. We have introduced significant owner savings on past projects by presenting alternate routes, construction materials, phasing changes, and risk sharing/minimization.

Schedule

	<u>Completed</u>
Anticipated Consultant Contract Award	August 2022
Pre-design/Kickoff Meeting w/City Staff	August 2022

Design Schedule

Design MISS DIG Request	August 2022
Topographical Survey (by MBN)	September 2022
Soil Borings	September 2022
Submit for DSTR (MDOT Rail)	September 2022
Determine Easement Needs	October 2022
Design Progress Meeting (Review Base Plans)	October 2022
Submit Plans to Private Utility Companies	October 2022

Design Phase (Easement Acquisition, NEPA, Programming, Plans, SP's, Estimate)

Submit GI Package to City and MDOT	December 2022
GI Meeting	January 2023
ROW Certification	February 2023
MDOT Final Submittal	February 2023
Bid Letting	May 2023

Construction Schedule

Preconstruction Meeting	June or July 2023
Start Construction (Assume 10-week Duration)	July-October 2023
Record Plans/Project Close Out	October 2022

The construction schedule is flexible. We recommend the Progress Clause indicate some flexibility in order to encourage bidders. However, we also recommend paving be complete before it gets too cold in the fall.

Fees

2022 Hourly Billing Rate	\$153	\$141	\$124	\$107	\$90	\$107	1.1	\$0.60	Total Cost
Staff member	Sen Proj Mgr	Proj Mgr	Sen Eng	Eng	CADD Tech	Sen. Const. Observer	Sub-contracts	Mileage	
	JW	TD	AM/ST	SM		TBD			
Design Engineering									
Kick-off/Preliminary Design Meeting	2	2		2				30	\$820
Soil Borings (Assume 5 @ 10' and 1 @ 15' for traffic signal)							\$3,800		\$4,180
Topographical Survey/ROW Survey (by MBN)									\$0
Submit DSTR Form to MDOT, Attend DSTR Meeting		2		4					\$710
Private Utility Research				4					\$428
Endangered Species Survey							\$1,500		\$1,650
Cultural Resources Review (SHPO, Archeological)							\$2,000		\$2,200
NEPA				20					\$2,140
Determine Ramp Upgrades Needed				24				30	\$1,302
Determine Easement Needs				8					\$856
Drafting Base Plans					120				\$10,800
Design Review Meeting (Base Plans)		2		2				30	\$514
Private Utility Coordination Meeting (Streetlight and Fiber Relocation Anticipated, Min.)				16				60	\$1,748
Maintenance of Traffic			20						\$1,984
Traffic Signal Relocation and Redesign			70					220	\$8,812
ADA Ramp Design with ROW concerns				12					\$1,284
ADA Ramp Design without ROW concerns (by MBN during construction)									\$0
Storm Sewer Design				8					\$856
Permit Applications (MDOT Permit)				4					\$428
Road Geometrics (Widening and Rt Turn Lane)				24					\$2,568
Soil Erosion Design				6					\$642
Permanent Pavement Marking and Signage Design				12					\$1,284
Special Provisions				12					\$1,284
Engineer's Estimate		2		12					\$1,566
Drafting GI Plans					50				\$4,500
Easement Exhibit Only (assume 4)					28				\$2,520

MDOT Programming Forms				4					\$428
Grade Inspection Meeting	2	2		2				30	\$820
Final Package to MDOT				12	16				\$2,724
Review Bid Package Prior to Advertisement				2					\$214
Bidding Assistance - RFI's				6					\$642
QA/QC	8								\$1,224
Subtotals	12	10	90	196	214	0	\$7,300	460	\$62,900
Construction Engineering - Assume 10 Weeks									
Preconstruction Meeting	2	6						60	\$1,188
Preconstruction Video						4		30	\$446
Construction Staking (by MBN)									\$0
Construction Observation - Assume 50 hours per week, including density testing & concrete QA Testing (assume 8 weeks)						400		1200	\$43,520
Construction Observation (Night Hours, assume 2 weeks, 2 inspectors at 50 hours per week)						200		600	\$28,288
Material Testing - Aggregate Gradations (assume 4)							\$1,000		\$1,100
Material Testing - HMA Extractions (assume 10 paving days/20 extractions)							\$11,000		\$12,100
Material Testing - Concrete QA Cylinder Breaks (Assume 40)							\$2,000		\$2,200
Construction Admin, Bi-Weekly Progress Meetings (assume 5) - Pre-Production HMA and Pre-Pour Concrete Mtgs included as part of Progress Mtgs		80						300	\$11,460
Field Manager, Certified Payrolls, Certified Office Tech			80						\$9,920
Final Walkthrough		4				4		60	\$1,028
Record Plans					12	8			\$1,936
Project Closeout		20	40					30	\$7,798
2023 Billing Rate Adjustment (+7%)									\$8,500
Subtotal	2	110	120	0	12	616	\$14,000	2280	\$129,500
Total									\$192,400

Project Team

Team Introduction

Jason Washler, PE – Principal-in-Charge, Project Manager

Jason has served as the project manager on many similar municipal projects in west Michigan during his 26-year career at Prein&Newhof. He is currently serving as the project manager on the Plaster Creek Boulevard project in Wyoming. He has worked on several relevant MDOT Local Agency projects in the Grand Rapids TSC include Alpine Avenue Resurfacing, 44th Street Resurfacing and Turner Avenue Resurfacing. He knows the LAP staff in Lansing and the TSC construction staff well. He will take responsibility for the entire team's actions including subconsultants.

Tyler DeNooyer, PE – Back Up Project Manager, Engineer

Tyler recently worked on the Alpine Avenue Resurfacing project and is familiar with MDOT LAP requirements. He worked directly with Mike Stoltz from the GR TSC to determine ADA requirements on the Alpine Avenue project. The Alpine Avenue project involves a similar rehabilitation scope and MOT plan. Tyler will work with Scott Merk, EIT to design and prepare contract documents.

Scott Merk, EIT – Project Engineer

Scott recently joined Prein&Newhof after working for another consultant firm. He has worked exclusively on MDOT transportation projects and has a great understanding of MDOT's expectations.

Construction Inspection

We are committed to having one inspector cover the entire project from beginning to end. Since this project is not scheduled to be constructed until 2023, we are unable to identify the inspector at this time. However, we have several experienced options including **Matt Schwach, Mitch Hastings, Justin Ball, Brent VanDyke, and Dave Vriesman.**

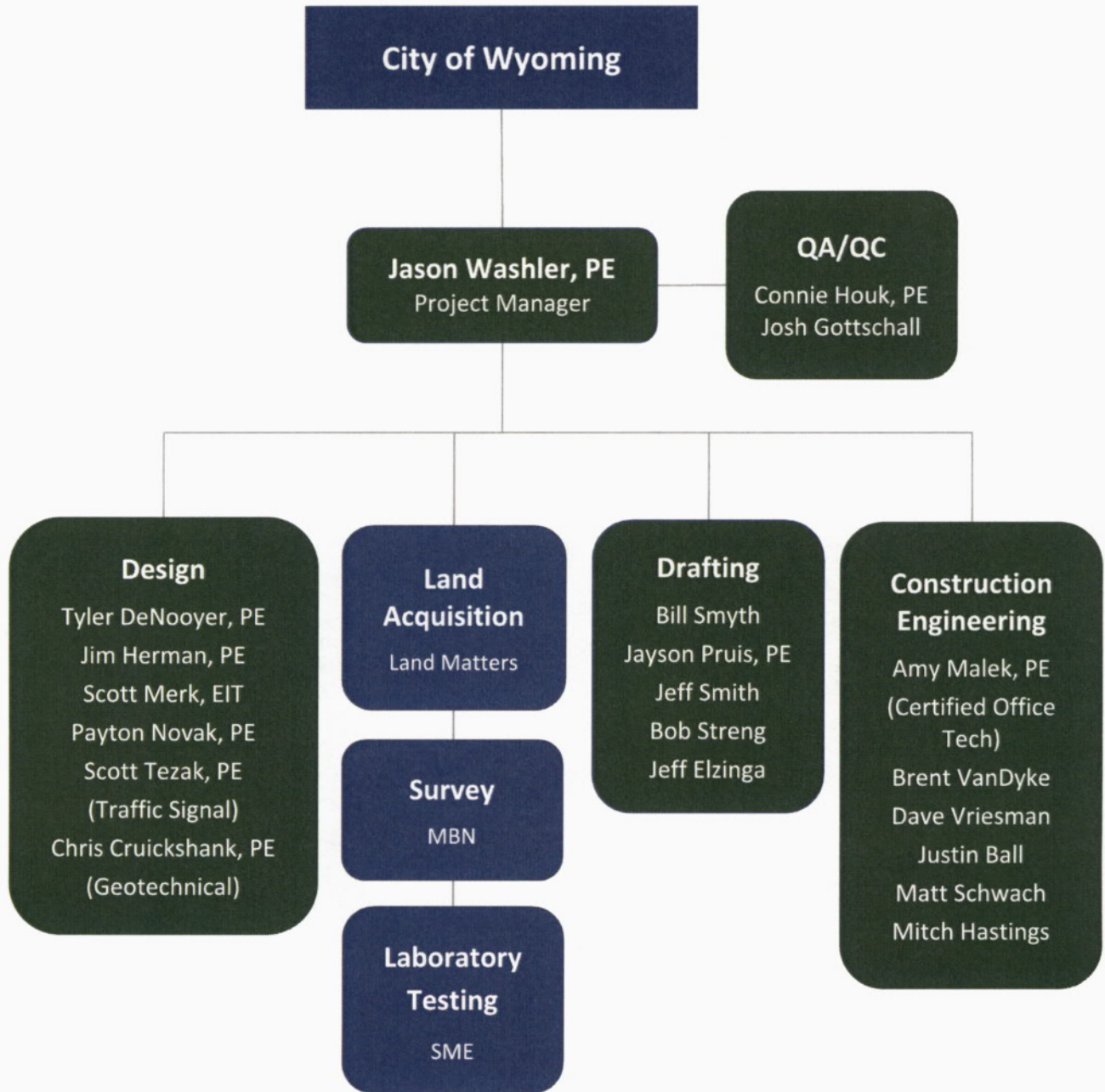
Construction Material Testing

SME has partnered with Prein&Newhof on several projects in the past. They will provide backup staffing for inspection and testing. They will also provide all construction material laboratory testing such as concrete cylinder storage and breaking, asphalt extractions, and aggregate gradations.

QA/QC

Connie Houk and Josh Gottschall will provide QA/QC on the project. They both have over 25 years of transportation design and construction experience.

Organizational Chart



Jason Washler, PE Senior Project Manager

Jason serves as vice president and senior project manager for Prein&Newhof. He is also on the Board of Directors, Executive Committee, and Business Development Committee. His focus is on municipal infrastructure including roads and streets, bridges, water distribution, wastewater collection, and stormwater collection. His early experiences as a field engineer on complicated projects helped him become a practical, well-rounded design engineer and project manager.

Because of his talent for creative problem-solving, many of Jason's colleagues at Prein&Newhof refer to him when faced with challenging municipal road or utility designs. His knack for creative thinking spills over into project financing and grants. He helped one client replace old water mains for \$1.5 million without a rate increase, and another to obtain a \$350,000 grant for sustainable improvements for a road project.

Jason also gives back to his community and profession. He is actively involved in the Western Michigan Branch of ASCE, Habitat for Humanity, Christian Businessmen's Connection, and Student Mentoring programs at his alma mater, Calvin University.

Representative Projects

Road and Street Reconstruction

- City of Allegan
- City of Carson City
- City of Grand Rapids
- City of Greenville
- City of Ionia
- City of Kentwood
- City of Montague
- City of Norton Shores
- City of Walker
- City of Whitehall
- City of Wyoming



Education

Bachelor of Science, Civil Engineering
Calvin University, 1996

Registrations

Engineering Michigan, 2000

Certifications & Training

Advanced RoadSoft GIS Training,
Michigan Tech University

Designing Pedestrian Facilities for
Accessibility

PASER Training, Michigan Tech
University, MLTAP

PSMJ Project Management Bootcamp

Professional Activities

American Council of Engineering
Companies

Political Action Committee, Rural
Development | EGLE Funding
Committee

Grand Rapids Economic Club

Professional History

Prein&Newhof, 1995-Present

27 Years in Industry

- Grand Valley State University
- Village of Lyons
- Village of Muir
- Village of Pewamo

MDOT Local Agency Program

- City of Allegan
- City of Whitehall
- City of Grand Rapids
- Village of Pewamo
- Village of Muir
- City of Norton Shores
- City of Kentwood
- City of Walker

Parking Lots

- Gerald R. Ford International Airport
- City of Greenville
- City of Whitehall
- Alcoa-Howmet
- City of Allegan

Non-motorized Facilities

- City of Allegan
- Meijer, Inc.
- City of Grand Rapids
- City of Greenville
- City of Walker
- City of Wyoming
- Village of Muir
- City of Kentwood
- Village of Lyons

Tyler De Nooyer, PE Engineer

Tyler joined Prein&Newhof after graduating with a master's degree in Civil Engineering in the Energy-Water-Environment Sustainability Program from the University of Illinois, where he was also a Graduate Research Assistant.

He has assisted with the design and construction management of water and wastewater system improvements. He has field and design experience on various projects, including utility installation, pump station improvements, road reconstruction, and geomembrane installation projects. Tyler also has experience developing asset management plans, including data collection and analysis, system planning, system inventory maintenance using ArcGIS, and capital improvement plans.

Representative Projects

Roads

- City of Kentwood: Meadowlane Drive
- City of Montague: Ferry Street Reconstruction
- City of Roosevelt Park: Lambert Drive and Woodside Road Utility and Street Improvements
- City of Hart: Johnson Street Reconstruction (MDOT), Lincoln Street Reconstruction, Wigton Street and Hanson Street Reconstruction
- City of Muskegon: Webster Avenue & Muskegon Avenue Reconstruction (MDOT), Beidler Sanitary Sewer Replacement, Westwood Sanitary Sewer Replacement, Jefferson/Peck Sanitary Sewer, Peck Street Reconstruction, Sanford Street Reconstruction, Hadden Street Reconstruction
- City of Shelby: State Street Reconstruction

Presentations

"Reaping the Rewards of Asset Management." American Public Works Association, Great Lakes Expo, Boyne, MI. May 25, 2022.



Education

Master, Civil Engineering, Energy-Water-Environment Sustainability Program

University of Illinois, 2015

Bachelor of Science, Engineering, Civil/Environmental Concentration

Calvin University, 2013

Registrations

Engineering Michigan, 2018

Certifications & Training

Certified Storm Water Operator

Confined Space Training

MDOT Certified in Density Technology

PSMJ Project Management Bootcamp

Soil Erosion and Sedimentation Control

Troxler Nuclear Density Testing Certification

Professional Activities

American Water Works Association-Michigan Section

Joint MWEA/AWWA Asset & Infrastructure Management (AIM) Committee (Co-Chair)

Michigan Water Environment Association

MWEA/AWWA Asset & Infrastructure Management Joint Committee, 2018

"Where is the Lead?" IMAGIN, Inc., Grand Rapids, MI. June 11, 2019.

"Integrating Water Resources and Power Generation: The Energy-Water Nexus in Illinois." Illinois Water Conference, Poster, Urbana, IL. October 14, 2015.

"Integrating Water Resources and Power Generation: The Energy-Water Nexus in Illinois." EWRI Congress 2015, Oral Presentation, Austin, TX. May 17, 2015.

"Energy-Water Nexus in Illinois." SRIS-EWES Summit, Poster, Urbana, IL. April 23, 2014.

Publications

"Integrating Water Resources and Power Generation: The Energy-Water Nexus in Illinois." DeNooyer, T.A., Peschel, J.M., Stillwell, A.S. *Applied Energy*. June 4, 2015.

Professional History

Prein&Newhof, 2015-Present
10 Years in Industry

James Herman, PE Engineer

With both design and field experience, Jim is capable of seeing a project from the beginning of design through construction. His professional interests include roads, public utility design, and site development. His capabilities include AutoCAD Civil 3D, hand drafting, Microsoft Office. He is also knowledgeable of MDOT FieldBook.

Representative Projects

Roads & Streets

- City of Kentwood: Engineering Services for Sparks Drive and Forest Hill Avenue Improvements
- City of Grand Rapids: Roto Mill/Resurface Ball Avenue from Leonard Street to Knapp Street
- City of Ferrysburg: Dogwood Drive Reconstruction
- City of Grand Rapids: Resurfacing of Hall Street from Division Avenue to Jefferson Avenue
- City of North Muskegon: Bear Lake Road Reconstruction
- City of South Haven: 8th Avenue Reconstruction
- City of Walker: Leonard Street Improvements Non-motorized Trails
- Cannon Township: Myers Lake & 9 Mile Shared Use Pathway
- City of Grand Rapids: 3 Mile Road Sidewalk Improvements, Sidewalk Improvements in Plainfield I-96 to 390 Feet North of Salerno Drive
- City of Walker: Walker Avenue Non-motorized Trail
- Oshtemo Charter Township: Stadium Drive One Way Path



Education

Bachelor of Science, Civil Engineering
Michigan Technological University,
2015

Registrations

Engineering Michigan, 2021

Certifications & Training

ACI Concrete Field Testing Technician
Level 1

MDOT Certified in Density
Technology

Storm Water Operator for
Construction Sites

Storm Water Operator for
Construction Sites

Troxler Nuclear Density Testing
Certification

Professional Activities

Professional History

Prein&Newhof, 2018-Present
7 Years in Industry

Payton Novak, PE Engineer

Since joining Prein&Newhof in 2015, Payton has been developing his experience with testing cast-in-place concrete, compaction of asphalt, density on backfill, ensuring rebar formations, evaluating compaction of material for foundations, and performing modified and standard proctors on different classification of soils.

He is also familiar with AutoCAD, RAM Elements, and ArcGIS.

Representative Projects

Roads & Streets

- City of Charlotte: State and Lincoln Streets Reconstruction
- City of Kentwood: 44th Street Rehabilitation, 52nd Street Rehabilitation
- City of Rockford: North Main Street Resurfacing
- City of Walker: Leonard Street Reconstruction, Walker Ave Corridor Improvements
- Michigan Department of Transportation: As Needed I&T - Mt. Pleasant 2016-2017

Non-Motorized Trails

- Cannon Township: Cannonsburg Trail, Springer Farms Trail
- City of Ionia: Non-Motorized Bridge over M-66
- Jamestown Charter Township: 24th Avenue Non-motorized Pathway
- Kent County Fiscal Services: Village of Sparta – CDBG-funded Sidewalk
- Ottawa County Parks & Recreation: Spoonville Trail
- Plainfield Charter Township: Jupiter Avenue Pathway



Education

Bachelor of Science, Civil Engineering
Michigan Technological University,
2015

Registrations

Engineering Michigan, 2020

Certifications & Training

Concrete Field Testing Level 1
MDOT Density Control Certified
Soil Erosion and Sedimentation
Control
Storm Water Operator for
Construction Sites
Troxler Nuclear Density Testing
Certification

Professional Activities

Professional History

Prein&Newhof, 2016-Present
7 Years in Industry

Christopher Cruickshank, PE Environmental & Geotechnical Engineer

Chris serves as Prein&Newhof's Technical Services team leader specializing in three areas of practice:

Geotechnical: Chris's geotechnical and construction materials experience includes airports, high-rise buildings, regional shopping centers, transmission towers, retaining walls, bridges, roadways, sewage treatment facilities, water storage tanks, and utility installations involving both open cuts and tunnels.

Environmental: Chris's experience includes environmental assessment of properties (Phase I & II ESAs and BEAs) for real estate transactions, as well as remediation of underground storage tank sites, oil wells, automobile salvage yards, and other contaminated sites. He also prepares SPCC and SWPP plans for industrial sites.

Structural: Chris's structural expertise includes rehabilitation designs for concrete sewers and wastewater tanks. He also performs safety inspections, prepares emergency action plans, and provides forensic engineering for dams.

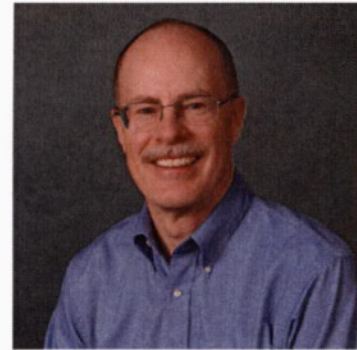
Representative Projects

Roads & Streets

- Cascade Hills Condo Association: Cascade Hills Condo, Road Reconstruction
- City of Walker: Lake Michigan Drive Tunnel-as Part of Fred Meijer Standale Trail, Leonard Street Improvements
- Kalamazoo Public Schools: KPS Transportation Facility-ravine Road

Stormwater Management

- Bronson Healthcare Group: Healthy Living Campus
- City of East Grand Rapids: Reeds Lake Culvert Hydraulic Analysis
- City of Stanton: CDBG Infrastructure & Resiliency Grant Application



Education

Master of Science, Civil Engineering
University of Detroit, 1991
Bachelor of Science, Civil Engineering
Michigan Technological University,
1984

Registrations

Engineering Indiana, 2010
Engineering Michigan, 1990
Engineering Nevada, 2020

Certifications & Training

40-Hour HAZWOPER Training
ASFE Loss Prevention
ASTM Risk-Based Corrective Action
Confined Space Training
Design & Construction Using
Geosynthetics
Fundamentals of Deep Foundation
Design
Structural Condition Assessment of
Existing Structures

Professional Activities

American Society of Civil Engineers-
Michigan Section
Michigan Society of Professional
Engineers
Assembly of Fellows | 2020 Former
President Western Chapter, 2007-
2008 Former PAC Chairman

- Gull Lake Dam Association: Gull Lake Dam Design & Permitting
- Kent County Parks: Mill Creek Restoration Assistance
- Lake Bella Vista Improvement Association: Lake Bella Vista Legal Lake Level Modification Review
- LimnoTech: 2012-2013 GFIA Environmental Services
- TowerPinkster: MVAA Veterans Homes

Legislative & Governmental Affairs
Committee, 2015-present

Professional History

Prein&Newhof, 2006-Present
38 years in Industry

Non-Motorized Trails

- City of Kentwood: East-West Trail Phase III (Kalamazoo Ave to Paul Henry Trail)
- City of Traverse City: West Boardman Lake Trail Final Design & Construction Engineering
- Grand Traverse County: West Boardman Lake Trail

Personal Awards

Fellow Member, 2020, Michigan Society of Professional Engineers

Western Chapter - Engineer of the Year, 2014, Michigan Society of Professional Engineers

Scott Tezak, PE Engineer

Scott is experienced as a Transportation Engineer and has extensive experience with traffic engineering studies, impact analyses, design of traffic signals, ITS systems, roadway lighting, maintenance-of-traffic plans, signage plans, and pavement marking plans.

Scott's experience encompasses a wide range of projects in the civil engineering field specializing in traffic and transportation engineering at both the state and local levels. He also has significant experience in land development and construction management. He has worked with teams on full-phase site development, due diligence, traffic studies and design, utility layout, grading, and drainage plans. Scott has experience in project permitting, construction documents, opinions of probable cost, project schedules, reports, and coordination with the client, city officials and architects.

Scott has designed projects involving signing and pavement markings design, traffic control and construction phasing design, traffic signal, ITS/interconnect, High Intensity Activated Crosswalks (HAWK), bicycle and pedestrian crossings, and roadway lighting. He has also been involved with access control analysis and signing and striping rehabilitation projects and is well-versed in resolving circulation issues for public schools and private developments.

Representative Projects

Traffic Signals

- City of Walker: Fruit Ridge Avenue and Northridge Drive Signal Design
- Caledonia Township: Cherry Valley and 92nd Street Pedestrian Signal, Non-Motorized Pathway
- City of Grand Rapids: Sidewalk Improvements in Plainfield I-96 to Salerno Drive
- Holland Charter Township: Quincy Street Non-Motorized Pathway, Traffic Signal Improvements
- City of Vicksburg: 2019-2020 Capital Improvements



Education

Bachelor of Science, Civil Engineering
Michigan Technological University,
2006

Registrations

Engineering Michigan, 2018

Certifications & Training

Highway Capacity Software (HCS)
Michigan Traffic Sign Inventory
System Training (MTSIS)
Synchro/Sim Traffic

Professional Activities

Institute of Transportation Engineers
American Society of Civil Engineers

Professional History

Prein&Newhof, 2018-Present
15 years in Industry

Signing / Pavement Marking

- Park Township: Ottawa Beach Road Pedestrian Safety Improvements, RRFB Pedestrian Crossing
- Little Eden Camp: Little Eden Camp Project
- Zeeland Charter Township: MDOT Rest Area Emergency Entrance

Maintenance of Traffic

- City of Coopersville: 60th and Lake Michigan Drive Booster Station Upgrades
- Holland Charter Township: Pump Station No. 16 Improvements, Lakewood Boulevard Water Main Improvements-River Avenue to Beeline Road
- Van Buren County Drain Commissioner: Bob-O-Link Estates
- City of Muskegon: SRF Project Plan - Phase 1 Implementation

Traffic Studies

- City of Parchment: Riverview Drive Traffic Signal Warrant Study
- Xavier High School Circulation Study
- City of Douglas Speed Studies

Lighting

- City of Vicksburg: 2019-2020 Capital Improvements

Safety Applications

- City of Hart: SAW Grant
- City of Allegan: SR2S Grant
- City of Hastings: Asset Management Plan
- City of Rockford: Pedestrian Safety Improvements

Joshua Gottschall

Construction Administrator

Josh has over 20 years of experience on road and bridge, private, USNRC, and commercial construction projects serving as office tech, and lead observer/tester. As a project manager, he has been responsible for various private client, local agency, and MDOT projects performed within Prein&Newhof's Construction Engineering group which includes water, sanitary sewer, storm sewer, street improvements, highway and bridge construction, site development, and drainage projects.

Josh is certified and experienced in MCA/ACI Concrete Level 1, ACI Concrete Strength Testing, MDOT Density Control, aggregate, bituminous quality assurance and testing, Troxler, Stormwater, SESC-C, FieldManager, and is an MDOT Office Technician. He is also familiar with the standards, specifications, and procedures from AASHTO, MMUTCD, MDOT, and MTM.

Representative Projects

Roads

- Clare CRC: 22 Projects
- City of Big Rapids: 4th Avenue, Bjornson Street, Bronson Avenue, DeKraft Avenue Reconstruction; US-131 BR Michigan Avenue Streetscape & Roadway Reconstruction
- City of Cadillac: Cobb and Division Streets Reconstruction; Holly Road, Wren Place, Vine Street, Heather Place; South Street; Ford Street, Smith Street, Wheeler Street; Garfield Street, Blodgett Street, Marble Street
- City of Midland: North Saginaw Road
- City of Mt. Pleasant: Broadway Street Reconstruction
- City of West Branch: North First Street
- Isabella CRC: 15 Projects
- Kalkaska CRC: 12 Projects
- Lake CRC: 11 Projects
- Wexford CRC: 24 Projects



Education

Associates, Science
Northwestern Michigan College,
1999

Registrations

Certifications & Training

Certified Aggregate Technician
Certified Storm Water Operator
Concrete Field Testing Technician
Field Manager Training, ACEC
Materials
MDOT Density Technology
MDOT Office Technician Program
Soil Erosion and Sedimentation
Control
Troxler Nuclear Density Testing
Certification

Professional Activities

Professional History

Prein&Newhof, 2013-Present
23 years in Industry

Connie Houk, PE QA/QC Manager

Connie is a senior transportation civil engineer with over 30 years of engineering experience. She worked for MDOT for over 12 years, where she gained experience in road design, construction, and managed the Statewide Pavement Management program for MDOT before joining Prein&Newhof. Connie also worked for Wilcox Professional Services in Cadillac, serving as the office leader managing both road and bridge design, as well as oversight of the geoenvironmental, drilling, survey, construction, and alternative energy groups.

Connie has extensive experience in roadway projects from beginning to end—starting with a project’s inception, determining the best pavement fix for the life extension desired, scoping the project, incorporating Complete Streets principles, designing the plans, and following the project into construction while conducting the field inspection. Connie’s project management and project engineering experience is specialized in asset management planning, road and freeway design projects, streetscape designs, trails, greenways, non-motorized paths, pavement management, and a variety of other civil engineering projects.

Representative Projects

Roads

- City of Cadillac: Leeson Avenue, Cass Street, Cobb and Division Streets Reconstruction, Ford Street, Smith Street, Wheeler Street, Garfield Street, Blodgett Street, Marble Street, Holly Road, Wren Place, Vine Street, Heather Place, South Street, the Cadillac Plaza, Division/Crosby Safety Grant Application
- City of Mt. Pleasant: Broadway Street Reconstruction
- City of Harrison: 2nd Street and Main Street (M-61) DIG Project, Streetscape Project
- City of Douglas: Roadway Asset Management Plan
- City of Big Rapids: 4th Avenue from Madison Avenue to Baldwin Street, Bjornson Street from DeKrafft Avenue to Milton Avenue, Bronson Avenue from Maple Street to



Education

Bachelor of Science, Civil Engineering
Michigan Technological University,
1989

Registrations

Engineering Michigan, 1994

Certifications & Training

Bridge Asset Management Training,
2019 & 2020

Compliance Plan Training

Pavement Asset Management Plan
Training

Advanced Roadsoft Training

Construction Stormwater Operator
Certification

FHWA Real Estate - Basic Uniform Act
Appraisal Requirements

FHWA Real Estate- Federal Uniform
Act Requirements

LTAP Training, Asset Management
Workshop

LTAP Training, Building a Pavement
Deterioration Model & Pavement
Management Advanced Training

Michigan Traffic Sign Inventory
System Training

Mini Roundabout Symposium
Training

PASER Training

Pavement Surface Evaluation and
Rating Training

Milton Avenue, US-131 BR Michigan Avenue Streetscape and Roadway Reconstruction Project, Monroe Avenue Street Improvements, Sherman Street Reconstruction

- City of Muskegon: Old Business Route US-31 (Muskegon and Webster Avenues Reconstruction)
- Clare County Road Commission (CRC): Chip and Seal Projects, 2016
- Georgetown Charter Township: Complete Streets Study
- Gladwin CRC: Knox Road Reconstruction
- Grand Traverse CRC: South Airport Road
- Hayes Township: Southwood Drive Reconstruction
- Isabella CRC: Walton Road Design, Vernon Road Design, Whiteville Road Design, Winn Road
- Kalamazoo CRC: Shippy Road Design, Starvation Lake Road Reconstruction, Spencer Road Hot-Mix Asphalt Overlay
- Kalamazoo Charter Township: US-131 BR Interchange Options
- Lake Township: Green Road Design Lake Access
- Missaukee CRC: 8 Mile Road
- Oceana CRC: 192nd Avenue Safety Project, Monroe Road (All 4 Phases), Shelby Road Phase I and II
- Village of Shelby: State Street Reconstruction

MDOT Projects

- US-23, Harrisville
- US-12, West Village Limit to Edwardsburg to M-62
- Geospatial Utility Infrastructure Data Exchange (GUIDE) Initiative
- US-131 Road Scoping - Coon Hollow to Schoolcraft
- As-Needed Design and Scoping Projects, Muskegon TSC: Lake, Mason, Muskegon, Newaygo, Oceana, Osceola, and Ottawa Counties
- Easterday Avenue over I-75, Sault Ste. Marie
- I-475 Design-Build, Genesee County
- I-96 Concrete Freeway Reconstruction, Marne & Coopersville

Roadsoft PASTER Training
Roadsoft User Conference (RUCUS)
Soil Erosion and Sedimentation Control Certificate
Transportation and Environment
USDA Rural Development Financing

Professional Activities

ACEC Michigan
Board of Directors 2022-2023,
Political Action Committee,
Transportation Committee

Professional History

Prein&Newhof, 2013-Present
33 Years in Industry

- M-11 (28th St.) Concrete Reconstruction, City of Wyoming, Kent County
- M-121 (Chicago Drive), Hudsonville, Zeeland, Jamestown & Georgetown Townships., Ottawa County
- M-26 Road Reconstruction, MSE Wall, and Pedestrian Tunnel, Houghton
- M-33 Passing Relief Lanes and Streetscape, Mio
- M-65 Streetscape Enhancement, Hale
- M-65, Iosco County
- M-66 Concrete Reconstruction, Ionia
- Old US-31 over Pentwater River - Bridge Approach Design, Oceana County
- On-site Staff Engineer for Design Services - Grand Rapids Region Office
- US-127 BR Road Reconstruction/Safety Improvements, Harrison
- US-127, Ithaca
- US-131 SB - Preliminary Site Investigation (PSI), Grand Rapids
- US-131 SB, Concrete Freeway Reconstruction, Retaining Walls, and Floodplain Protection, Grand Rapids
- US-2/US-141 Segment 1, Iron Mountain
- US-223 Streetscape, Village of Blissfield
- US-23 ASCRL From Black River Road south to Everett Road, Alcona County
- US-27 BR, St. Louis
- US-31 at M-120, Loop Ramp Construction, Muskegon County
- US-31/M-72 Acme Intersection Early Preliminary Engineering Study, Grand Traverse County
- US-31/M-72 Acme Intersection Reconstruction and Streetscape, Grand Traverse County

Amy Malek, PE

Senior Engineer

Amy has been designing the infrastructure of Michigan communities for over 30 years. Since joining Prein&Newhof in 1996, she has focused her energies on municipal engineering, including road improvements and extensions, design of related utilities and sidewalks, sewer and water system extensions and pump stations, stormwater studies and system planning, and non-motorized trail planning and design.

Amy is experienced with preparing grant applications and managing grant-funded projects with MDOT, MEDC, MDNR, CWSRF, and USDA-RD. She has been the project engineer on numerous MDOT-funded projects and is an MDOT certified office technician and is experienced with FieldManager. She is also an experienced user of MERL project estimating and ProjectWise construction management software programs.

Representative Projects

- Grand Haven Township: 168th Avenue Reconstruction
- City of Montague: Ferry Street Reconstruction
- City of Roosevelt Park: Lambert Drive/Woodside Road, Oak Ridge Road Reconstruction, Post Road Reconstruction, Broadway Avenue Resurfacing, Roosevelt Road Reconstruction, Summit Avenue Reconstruction
- City of Hart: North State Street, Peach Street, Johnson Street, Griswold Street, and West Main Street Reconstruction
- City of Montague: Wilcox Street and Industrial Park Drive Resurfacing, Dowling Street Resurfacing & Reconstruction, Cook Street Repaving, Old Channel Trail & Goodrich Street Reconstruction
- City of Ludington: Dowland Street, Staffon Street, William Street, and Tinkham Avenue Reconstruction, Sherman Street, Franklin Street Reconstruction
- Grand Haven Township: Comstock Street Reconstruction
- Village of Rothbury: Winston Road Reconstruction, McKinley Road Reconstruction
- Village of Shelby: State Street Reconstruction



Education

Bachelor of Science, Civil Engineering
Michigan Technological University,
1988

Registrations

Engineering Michigan, 1992

Certifications & Training

MDOT Certified Office Technician
Designing Pedestrian Facilities for
Accessibility
PSMJ Project Management Bootcamp
Storm Water Operator, Construction
(A-IJ Classifications)

Professional Activities

Michigan Society of Professional
Engineers
Vice President of Membership,
Muskegon Chapter Since 2008

Professional History

Prein&Newhof, 1996-Present
34 Years in Industry

Construction Services Staff

David Vriesman - Construction Observer

David joined Prein&Newhof in 2005, after obtaining his degree from Calvin College. He has spent his career working out of the Grand Rapids office, while using his skills to help out in every office that Prein&Newhof operates. This experience has helped him understand and execute standard specifications for almost a dozen different municipalities.

David does construction observation with non-motorized trails, water main, sanitary sewer, force main, storm sewer, pump stations, drainage issues, and road construction. He also performs density testing on many of Prein&Newhof's projects and worked with our survey crew on the Enbridge oil spill site cleanup.



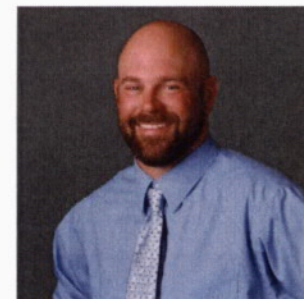
Certification & Training

- OSHA Confined Space Training
- Certified Troxler Nuclear Gauge Operator
- Certified Storm Water Operator
- Soil Erosion and Sedimentation Control
- MCA - Concrete Field Testing Technician Level I Certified
- MDOT - Density Control Certified

Brent VanDyke - Construction Observer

Since joining Prein&Newhof in 2005, Brent has gained significant experience by providing construction inspection and material testing services for many of our municipal and township clients.

Brent has been the lead construction observer on force main, sanitary collection & trunk sewers, water distribution mains, non-motorized paths, and major street reconstruction projects. Brent has monitored the contractor's progress and performed density testing on utility line backfill, aggregate base, and asphalt pavement. He also interfaced with residents and worked with our clients' representatives to see the project through to completion.



Certification & Training

- OSHA Confined Space Training
- Certified Troxler Nuclear Gauge Operator
- Certified Storm Water Operator

- Soil Erosion and Sedimentation Control
- MCA - Concrete Field Testing Technician Level I Certified
- MDOT-Certified Density Inspector

Justin Ball - Certified Office Technician/Construction Observer

Justin joined Prein&Newhof in 2021 after some time as a construction materials testing technician at another firm where he was responsible for conducting field tests to ensuring construction materials meet requirements, reading and comprehending plans and field location stakes, and interacting with clients and contractors on site. He also has a background in security, which gives him experience in public communication.



Certifications & Training

- ACI Concrete Field Testing Technician Level 1
- Concrete Field Testing Technician
- Soil Erosion and Sedimentation Control
- Troxler Nuclear Density Testing Certification

Matthew Schwach - Construction Observer

Matt has served as both lead observer and as observer/tester on a variety of projects to includes many MDOT, LAP, private, USNRC, and commercial construction projects throughout the State. He is also proficient with the FieldBook component of the FieldManager program. He is certified and experienced in MCA/ACI concrete Level 1, MDOT density control, Michigan certified aggregate technician, Troxler user, highway/construction/work zones, highway traffic safety program, FieldManager, storm water, and SESC-C.



Certifications & Training

- ACI and MCA Concrete Field Testing Technician - Grade 1
- FieldManager
- Highway Construction/Work Zones
- Highway Traffic Safety Program
- MDOT Certified in Density Technology
- Michigan Bituminous HMA Level 1
- Michigan Certified Aggregate Technician
- Soil Erosion and Sedimentation Control
- Storm Water Operator for Construction Sites

- Troxler Nuclear Density Testing Certification

Mitchell J. Hastings - Construction Observer

Mitch is an observer/testing technician responsible for inspection and testing on various private client, LAP and MDOT road and bridge projects performed within Prein&Newhof's Construction Engineering group. He has a diverse background of experience providing density, concrete, and aggregate, quality assurance testing. He is familiar with the standards, specifications, and procedures from AASHTO, MMUTCD, MDOT, and MTM. Mitchell is very experienced with using FieldBook/FieldManager Software and ProjectWise.



Certifications & Training

- Troxler Nuclear Density Testing Equipment
- Michigan Concrete Association Field Testing Technician – Level 1
- Michigan Concrete Association Concrete Construction Inspection
- MDOT Certified in Density Technology
- Field Book/FieldManager Training & Certification
- ACEC Materials Acceptance Process Training
- USDOT and IATA – HAZMAT Certification
- Michigan Certified Aggregate Technician
- Soil Erosion and Sedimentation Control

Experience



Getty Street Improvements

City of Norton Shores

Getty Street, a corridor along the boundary between Norton Shores and Muskegon Heights, was deteriorating due to age and heavy commercial traffic. Norton Shores retained Prein&Newhof to reconstruct the street and improve the stormwater system on a 1-mile stretch of Getty Street. The project included 6,100 feet of superpave HMA, aggregate base, concrete curb and gutter, and ADA sidewalk upgrades, including a new concrete sidewalk on one half-mile section of Getty Street that did not have a sidewalk.

This project was constructed under traffic via part-width construction. The first phase of the project was built in 2012, with the second phase being completed in 2014.

Funding for the project was through MDOT funding with a local match.

Completion Year

2015

Funding Source

MDOT

Professional Fees

\$284,698

Project Team

Jason Washler, PE, Project Manager

Amy Malek, PE

Brent Van Dyke

David Vriesman

Jayson Pruis, PE

Client Contact

Jim Murphy

jmurphy@nortonshores.org



44th Street Rehabilitation

City of Kentwood

The City of Kentwood reconstructed 44th Street from Broadmoor Avenue to Patterson Avenue, lengthening the right turn lane for westbound traffic at Broadmoor Avenue. The existing HMA pavement on 44th Street was in poor condition, and the city wished to reconstruct this stretch with concrete pavement while keeping the existing curb and gutter.

For this project, Prein&Newhof:

- Designed the plans to reconstruct 44th Street with new concrete pavement.
- Conducted a life-cycle cost analysis for multiple pavement alternatives.
- Prepared final plans, specifications, and cost estimates to bid through MDOT LAP.
- Provided construction staking for the concrete pavement section.
- Provided construction observation and contract administration following MDOT guidelines.
- Provided materials testing, including density and concrete quality assurance.

It was particularly challenging to construct a new concrete pavement section while saving the existing curbs.

Prein&Newhof performed a topographic survey to design a horizontal profile that would fit within the existing curbs and require the contractor to meet ride quality special provision. The contractor was able to accomplish it, creating a high quality



Completion Year

2019

Professional Fees

\$336,451

Project Team

Jason Washler, PE, Project Manager

Nate Bol

Devin Brown, PE

Cody Cantu, EIT

Dan Elzinga, PS

Payton Novak, PE

Tom Piskun

Jayson Pruis, PE

Tom Smith, PE

Brent VanDyke

finished product for the City of Kentwood. No diamond grinding was needed to achieve the ride quality specification.

The Prein&Newhof team exceeded expectations by maintaining constant communication with the city, the contractor, and local businesses affected by the construction. In particular, one business had a driveway that was critical to its operations and was used heavily for truck deliveries. The driveway was proposed to be reconstructed as part of the project, which presented a challenge.

Prein&Newhof organized a meeting onsite with representatives from the business, the city, and the contractor to develop a plan that would allow delivery trucks access while rebuilding the driveway. Through careful coordination, the business was able to adjust operations to coincide with the driveway reconstruction.





Turner Avenue Resurfacing

City of Walker

Storm sewer systems cannot feasibly convey all potential rain events; however, providing an overflow diversion to a nearby storm sewer reduced the risk of surcharging and flooding. Improving the storm sewers system capacity and adding check-gates minimized the frequency and duration of flooding.

Maintenance of traffic during construction was a challenge since Turner Avenue is a heavy commercial corridor. Careful coordination with adjacent property owners to maintain adequate access for large trucks was key to the traffic control plan.

Prein&Newhof provided survey, stormwater modeling, design, and construction observation.

Completion Year

2019

Funding Source

MDOT

Professional Fees

\$98,800

Final Project Cost

\$750,000

Project Team

Jason Washler, PE, Project Manager

William Smyth

Thomas Smith, PE

Dan Elzinga, PS

Client Contact

Scott Conners, PE

Engineer

616-791-6792

sconners@walker.city

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
2023 JORDAN, CALHOUN, OPAL AND LORAINÉ WATERMAIN
REPLACEMENT PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On August 30, 2022, the City received five (5) bids for the 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project with Bultsma Excavating, Inc. submitting the second to lowest bid of \$1,110,487.30 and the earliest project start date.
2. The bid is \$35,224.80 or 3.7% above the Engineer's Estimate and is in the best interest of the City to perform the work.
3. The costs for this project can be financed out of the Water Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project to Bultsma Excavating, Inc. in the amount of \$1,110,487.30.
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 September 6, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Comparison

Contract Form

Resolution No. _____

STAFF REPORT

Date: August 30, 2022

Subject: 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project – Award of Bid

From: Jeffrey Oonk, Senior Civil Engineer

Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended City Council award the 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project to Bultsma Excavating, Inc. in the amount of \$1,110,487.30.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable watermains provide safe potable water to residents and businesses for domestic use, industrial processes and fire protection.

DISCUSSION:

Wyoming received five (5) bids for the 2023 Jordan, Calhoun, Opal and Loraine Watermain Replacement Project. The bid specifications required bidders to provide both pricing and project start date. The low bid was submitted by Wyoming Excavators, Inc. in the amount of \$1,070,468.00 with a start date of August 15, 2023. The second to lowest bid was submitted by Bultsma Excavating, Inc. in the amount of \$1,110,487.30 with a start date of April 2023 (as soon as seasonal weight restrictions are lifted in Kent County). Lead times for watermain materials and other factors have created a challenging bidding environment. In previous years it was common to be able to begin construction one week after a project was awarded. In the current bidding environment, it is has become common to start construction 40 to 50 weeks after award. The opportunity to start construction in early spring (approximately 30 weeks after award) outweighs the relatively small difference in price between the lowest and second lowest bidder (\$40,019.30 or 3.7%).

The existing watermains in Jordan, Calhoun, Opal and Loraine have experienced several watermain and water service breaks. These watermains were constructed in the 1940s and 1950s and have reached the end of their useful life. This project will include the replacement of the existing main and water services within the street right-of-way, along with resurfacing and restoration of the street.

The total project cost is \$1,170,000 including engineering and contingencies.

BUDGET IMPACT:

Sufficient funds are available in the Water Fund Account No. 591-441-57300-972.573.

Bid Comparison

Contract ID: 2022.06
Description: Watermain OLCJ
Location: Opal Loraine Calhoun Jordan
Projects(s): 2022.06

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,075,262.50	0.44%	0.00%
1	(01393) Wyoming Excavators, Inc.	\$1,070,468.00	0.00%	-0.44%
2	(_01234) Bultsma Excavating, Inc.	\$1,110,487.30	3.73%	3.27%
3	(08156) Kentwood Excavating, Inc.	\$1,166,157.50	8.93%	8.45%
4	(02075) Montgomery Excavating, LLC	\$1,224,431.00	14.38%	13.87%
5	(00152) Kamminga & Roodvoets, Inc.	\$1,308,466.77	22.23%	21.68%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Bultsma Excavating, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$50,000.00	\$50,000.00	\$51,500.00	\$51,500.00	\$47,000.00	\$47,000.00
	MOBILIZATION								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Bultsma Excavating, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0002	1002	6	Ea	\$500.00	\$3,000.00	\$65.00	\$390.00	\$1,022.00	\$6,132.00
	REMOVE TREES 8" TO 18"								
0003	1008	2,980	Ft	\$10.00	\$29,800.00	\$8.00	\$23,840.00	\$8.00	\$23,840.00
	REMOVE CURB AND GUTTER								
0004	1035	1,365	Syd	\$10.00	\$13,650.00	\$7.00	\$9,555.00	\$5.00	\$6,825.00
	REMOVE SIDEWALK								
0005	1045	865	Syd	\$10.00	\$8,650.00	\$8.00	\$6,920.00	\$5.00	\$4,325.00
	REMOVE PAVEMENT								
0006	1059	165	Ft	\$10.00	\$1,650.00	\$6.00	\$990.00	\$10.00	\$1,650.00
	REMOVE GUARDRAIL AND POSTS								
0007	1142	23	Ea	\$250.00	\$5,750.00	\$130.00	\$2,990.00	\$478.00	\$10,994.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	9	Ea	\$200.00	\$1,800.00	\$195.00	\$1,755.00	\$506.00	\$4,554.00
	REMOVE EX VALVE AND BOX								
0009	1145	2	Ea	\$550.00	\$1,100.00	\$432.00	\$864.00	\$587.00	\$1,174.00
	REMOVE EX DRAINAGE STRUCTURE								
0010	1168	7	Ea	\$400.00	\$2,800.00	\$346.00	\$2,422.00	\$349.00	\$2,443.00
	REMOVE EX HYDRANT								
0011	1170	80	Ft	\$15.00	\$1,200.00	\$10.00	\$800.00	\$18.00	\$1,440.00
	REMOVE EX WATERMAIN								
0012	1208	1,706	Syd	\$2.00	\$3,412.00	\$3.00	\$5,118.00	\$3.50	\$5,971.00
	COLD MILL - 2"								
0013	1216	3,677	Syd	\$2.00	\$7,354.00	\$3.00	\$11,031.00	\$4.50	\$16,546.50
	COLD MILL - 3.5"								
0014	1218	1,900	Syd	\$2.00	\$3,800.00	\$3.00	\$5,700.00	\$4.50	\$8,550.00
	COLD MILL - 4"								
0015	1550	686	Syd	\$10.00	\$6,860.00	\$8.00	\$5,488.00	\$3.50	\$2,401.00
	REMOVE CONCRETE								
0016	4015	2	Ea	\$2,500.00	\$5,000.00	\$2,841.00	\$5,682.00	\$898.00	\$1,796.00
	DRAINAGE STRUCTURE 2' DIA (CATCH BASIN)								
0017	4016	1	Ea	\$3,000.00	\$3,000.00	\$3,510.00	\$3,510.00	\$1,729.00	\$1,729.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Bultsma Excavating, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0018	4022	4	Ea	\$500.00	\$2,000.00	\$465.00	\$1,860.00	\$930.00	\$3,720.00
	CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE								
0019	4030	1	Ea	\$700.00	\$700.00	\$780.00	\$780.00	\$1,082.00	\$1,082.00
	CATCH BASIN COVER - ADA								
0020	4031	19	Ea	\$700.00	\$13,300.00	\$562.00	\$10,678.00	\$906.00	\$17,214.00
	COVER AND CASTING								
0021	4032	2	Ea	\$800.00	\$1,600.00	\$780.00	\$1,560.00	\$1,165.00	\$2,330.00
	CATCH BASIN COVER AND CASTING								
0022	4033	1	Ea	\$1,000.00	\$1,000.00	\$780.00	\$780.00	\$1,288.00	\$1,288.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0023	4201	30	Ft	\$80.00	\$2,400.00	\$101.00	\$3,030.00	\$45.00	\$1,350.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0024	5040	9	Ea	\$4,000.00	\$36,000.00	\$3,874.00	\$34,866.00	\$3,582.00	\$32,238.00
	HYDRANT								
0025	5050	3	Ea	\$750.00	\$2,250.00	\$486.00	\$1,458.00	\$333.00	\$999.00
	HYDRANT EXTENSION								
0026	5076	9	Ea	\$1,750.00	\$15,750.00	\$1,696.00	\$15,264.00	\$1,513.00	\$13,617.00
	VALVE 6"								
0027	5077	5	Ea	\$2,500.00	\$12,500.00	\$2,354.00	\$11,770.00	\$2,074.00	\$10,370.00
	VALVE 8"								
0028	5101	165	Ft	\$100.00	\$16,500.00	\$83.00	\$13,695.00	\$87.00	\$14,355.00
	D.I. CL 53 WATERMAIN 6"								
0029	5102	2,570	Ft	\$100.00	\$257,000.00	\$106.00	\$272,420.00	\$91.00	\$233,870.00
	D.I. CL 53 WATERMAIN 8"								
0030	5201	26	Ea	\$750.00	\$19,500.00	\$599.00	\$15,574.00	\$586.00	\$15,236.00
	6" D.I. WATERMAIN FITTING								
0031	5202	17	Ea	\$900.00	\$15,300.00	\$836.00	\$14,212.00	\$699.00	\$11,883.00
	8" D.I. WATERMAIN FITTING								
0032	5605	28	Ea	\$2,300.00	\$64,400.00	\$2,101.00	\$58,828.00	\$2,237.00	\$62,636.00
	1" WATER SERVICE, LONG SIDE								
0033	5606	32	Ea	\$1,200.00	\$38,400.00	\$969.00	\$31,008.00	\$808.50	\$25,872.00
	1" WATER SERVICE, SHORT SIDE								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Bultsma Excavating, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0034	5607	4	Ea	\$3,500.00	\$14,000.00	\$2,733.00	\$10,932.00	\$3,070.00	\$12,280.00
	1.5" WATER SERVICE, LONG SIDE								
0035	5608	3	Ea	\$2,000.00	\$6,000.00	\$1,706.00	\$5,118.00	\$1,343.00	\$4,029.00
	1.5" WATER SERVICE, SHORT SIDE								
0036	6002	60	Cyd	\$30.00	\$1,800.00	\$27.00	\$1,620.00	\$26.00	\$1,560.00
	SUBGRADE UNDERCUTTING								
0037	6010	102	Syd	\$15.00	\$1,530.00	\$8.00	\$816.00	\$25.00	\$2,550.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0038	6105	150	Cyd	\$60.00	\$9,000.00	\$26.00	\$3,900.00	\$54.00	\$8,100.00
	MISCELLANEOUS GRAVEL								
0039	6114	2,770	Ft	\$12.00	\$33,240.00	\$9.00	\$24,930.00	\$11.50	\$31,855.00
	STREET GRADE								
0040	6143	750	Syd	\$12.00	\$9,000.00	\$10.00	\$7,500.00	\$12.60	\$9,450.00
	6" AGGREGATE BASE (CIP)								
0041	6215	1,650	Sft	\$5.00	\$8,250.00	\$6.00	\$9,900.00	\$7.50	\$12,375.00
	SIDEWALK RAMP, ADA								
0042	6217	82	Ft	\$70.00	\$5,740.00	\$56.00	\$4,592.00	\$80.70	\$6,617.40
	DETECTABLE WARNING PLATES								
0043	6235	30	Ft	\$22.00	\$660.00	\$22.00	\$660.00	\$26.40	\$792.00
	CONCRETE CURB AND GUTTER, 24"								
0044	6240	2,865	Ft	\$22.00	\$63,030.00	\$22.00	\$63,030.00	\$25.40	\$72,771.00
	CONCRETE CURB AND GUTTER, 30"								
0045	6241	80	Ft	\$22.00	\$1,760.00	\$22.00	\$1,760.00	\$25.00	\$2,000.00
	CONCRETE CURB AND GUTTER, 30", ROLLED								
0046	6270	10,685	Sft	\$3.50	\$37,397.50	\$4.00	\$42,740.00	\$6.00	\$64,110.00
	CONCRETE SIDEWALK, 4"								
0047	6272	275	Sft	\$7.00	\$1,925.00	\$5.00	\$1,375.00	\$10.50	\$2,887.50
	CONCRETE SIDEWALK, 8"								
0048	6280	641	Syd	\$33.00	\$21,153.00	\$35.00	\$22,435.00	\$50.00	\$32,050.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0049	6284	42	Syd	\$63.00	\$2,646.00	\$45.00	\$1,890.00	\$105.00	\$4,410.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Bultsma Excavating, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0050	6295 ADJUST CASTINGS	27	Ea	\$470.00	\$12,690.00	\$556.00	\$15,012.00	\$292.00	\$7,884.00
0051	6305 HAND PATCHING	85	Ton	\$125.00	\$10,625.00	\$175.00	\$14,875.00	\$192.00	\$16,320.00
0052	6354 HMA MIXTURE - 5E1	770	Ton	\$84.00	\$64,680.00	\$101.00	\$77,770.00	\$111.00	\$85,470.00
0053	6362 HMA MIXTURE - 3C	856	Ton	\$84.00	\$71,904.00	\$93.00	\$79,608.00	\$111.00	\$95,016.00
0054	6399 HMA DRIVE APPROACH	18	Ton	\$125.00	\$2,250.00	\$151.00	\$2,718.00	\$363.00	\$6,534.00
0055	7005 TOP SOIL 4" SCREENED	1,826	Syd	\$5.00	\$9,130.00	\$7.00	\$12,782.00	\$8.80	\$16,068.80
0056	7015 CLASS A SEED HYDRO-MULCH	1,826	Syd	\$1.00	\$1,826.00	\$2.50	\$4,565.00	\$2.35	\$4,291.10
0057	8010 MINOR TRAFFIC CONTROL DEVICES	1	LSUM	\$30,000.00	\$30,000.00	\$28,114.00	\$28,114.00	\$5,500.00	\$5,500.00
0058	8110 BARRICADE TYPE III LIGHTED - FURNISHED	8	Ea	\$150.00	\$1,200.00	\$110.00	\$880.00	\$236.00	\$1,888.00
0059	8111 BARRICADE TYPE III LIGHTED - OPERATED	8	Ea	\$50.00	\$400.00	\$1.00	\$8.00	\$31.00	\$248.00
0060	8115 42 INCH CHANNELIZING DEVICE - FURNISHED	200	Ea	\$25.00	\$5,000.00	\$22.00	\$4,400.00	\$27.00	\$5,400.00
0061	8116 42 INCH CHANNELIZING DEVICE - OPERATED	200	Ea	\$5.00	\$1,000.00	\$1.00	\$200.00	\$13.00	\$2,600.00
Bid Totals:					\$1,075,262.50		\$1,070,468.00		\$1,110,487.30

Line	Pay Item Code	Quantity	Units	(3) Kentwood Excavating, Inc.		(4) Montgomery Excavating, LLC		(5) Kamminga & Roodvoets, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$85,000.00	\$85,000.00
	MOBILIZATION								
0002	1002	6	Ea	\$150.00	\$900.00	\$150.00	\$900.00	\$65.00	\$390.00
	REMOVE TREES 8" TO 18"								
0003	1008	2,980	Ft	\$10.00	\$29,800.00	\$5.00	\$14,900.00	\$4.00	\$11,920.00
	REMOVE CURB AND GUTTER								
0004	1035	1,365	Syd	\$8.00	\$10,920.00	\$6.00	\$8,190.00	\$6.00	\$8,190.00
	REMOVE SIDEWALK								
0005	1045	865	Syd	\$4.00	\$3,460.00	\$18.90	\$16,348.50	\$7.00	\$6,055.00
	REMOVE PAVEMENT								
0006	1059	165	Ft	\$12.00	\$1,980.00	\$10.00	\$1,650.00	\$8.00	\$1,320.00
	REMOVE GUARDRAIL AND POSTS								
0007	1142	23	Ea	\$300.00	\$6,900.00	\$250.00	\$5,750.00	\$250.00	\$5,750.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	9	Ea	\$300.00	\$2,700.00	\$150.00	\$1,350.00	\$250.00	\$2,250.00
	REMOVE EX VALVE AND BOX								
0009	1145	2	Ea	\$300.00	\$600.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
	REMOVE EX DRAINAGE STRUCTURE								
0010	1168	7	Ea	\$600.00	\$4,200.00	\$750.00	\$5,250.00	\$500.00	\$3,500.00
	REMOVE EX HYDRANT								
0011	1170	80	Ft	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$10.00	\$800.00
	REMOVE EX WATERMAIN								
0012	1208	1,706	Syd	\$2.00	\$3,412.00	\$3.50	\$5,971.00	\$3.75	\$6,397.50
	COLD MILL - 2"								
0013	1216	3,677	Syd	\$3.00	\$11,031.00	\$3.50	\$12,869.50	\$3.85	\$14,156.45
	COLD MILL - 3.5"								
0014	1218	1,900	Syd	\$2.00	\$3,800.00	\$3.50	\$6,650.00	\$4.00	\$7,600.00
	COLD MILL - 4"								
0015	1550	686	Syd	\$12.00	\$8,232.00	\$8.00	\$5,488.00	\$7.50	\$5,145.00
	REMOVE CONCRETE								
0016	4015	2	Ea	\$1,500.00	\$3,000.00	\$1,450.00	\$2,900.00	\$1,300.00	\$2,600.00
	DRAINAGE STRUCTURE 2' DIA (CATCH BASIN)								

Line	Pay Item Code	Quantity	Units	(3) Kentwood Excavating, Inc.		(4) Montgomery Excavating, LLC		(5) Kamminga & Roodvoets, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4016	1	Ea	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0018	4022	4	Ea	\$1,000.00	\$4,000.00	\$750.00	\$3,000.00	\$1,000.00	\$4,000.00
	CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE								
0019	4030	1	Ea	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,100.00	\$1,100.00
	CATCH BASIN COVER - ADA								
0020	4031	19	Ea	\$800.00	\$15,200.00	\$900.00	\$17,100.00	\$650.00	\$12,350.00
	COVER AND CASTING								
0021	4032	2	Ea	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
	CATCH BASIN COVER AND CASTING								
0022	4033	1	Ea	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0023	4201	30	Ft	\$46.00	\$1,380.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0024	5040	9	Ea	\$3,800.00	\$34,200.00	\$4,000.00	\$36,000.00	\$3,825.00	\$34,425.00
	HYDRANT								
0025	5050	3	Ea	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$850.00	\$2,550.00
	HYDRANT EXTENSION								
0026	5076	9	Ea	\$1,500.00	\$13,500.00	\$1,600.00	\$14,400.00	\$2,000.00	\$18,000.00
	VALVE 6"								
0027	5077	5	Ea	\$2,100.00	\$10,500.00	\$2,200.00	\$11,000.00	\$2,600.00	\$13,000.00
	VALVE 8"								
0028	5101	165	Ft	\$65.00	\$10,725.00	\$100.00	\$16,500.00	\$112.00	\$18,480.00
	D.I. CL 53 WATERMAIN 6"								
0029	5102	2,570	Ft	\$85.00	\$218,450.00	\$106.00	\$272,420.00	\$120.00	\$308,400.00
	D.I. CL 53 WATERMAIN 8"								
0030	5201	26	Ea	\$400.00	\$10,400.00	\$450.00	\$11,700.00	\$900.00	\$23,400.00
	6" D.I. WATERMAIN FITTING								
0031	5202	17	Ea	\$500.00	\$8,500.00	\$650.00	\$11,050.00	\$1,000.00	\$17,000.00
	8" D.I. WATERMAIN FITTING								
0032	5605	28	Ea	\$3,000.00	\$84,000.00	\$3,300.00	\$92,400.00	\$3,500.00	\$98,000.00
	1" WATER SERVICE, LONG SIDE								

Line	Pay Item Code	Quantity	Units	(3) Kentwood Excavating, Inc.		(4) Montgomery Excavating, LLC		(5) Kamminga & Roodvoets, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	5606	32	Ea	\$1,500.00	\$48,000.00	\$1,700.00	\$54,400.00	\$1,700.00	\$54,400.00
	1" WATER SERVICE, SHORT SIDE								
0034	5607	4	Ea	\$3,600.00	\$14,400.00	\$4,250.00	\$17,000.00	\$4,100.00	\$16,400.00
	1.5" WATER SERVICE, LONG SIDE								
0035	5608	3	Ea	\$1,800.00	\$5,400.00	\$2,500.00	\$7,500.00	\$2,700.00	\$8,100.00
	1.5" WATER SERVICE, SHORT SIDE								
0036	6002	60	Cyd	\$30.00	\$1,800.00	\$40.00	\$2,400.00	\$30.00	\$1,800.00
	SUBGRADE UNDERCUTTING								
0037	6010	102	Syd	\$5.00	\$510.00	\$10.00	\$1,020.00	\$12.00	\$1,224.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0038	6105	150	Cyd	\$35.00	\$5,250.00	\$40.00	\$6,000.00	\$38.00	\$5,700.00
	MISCELLANEOUS GRAVEL								
0039	6114	2,770	Ft	\$10.00	\$27,700.00	\$19.00	\$52,630.00	\$11.00	\$30,470.00
	STREET GRADE								
0040	6143	750	Syd	\$8.00	\$6,000.00	\$9.00	\$6,750.00	\$19.50	\$14,625.00
	6" AGGREGATE BASE (CIP)								
0041	6215	1,650	Sft	\$6.50	\$10,725.00	\$6.60	\$10,890.00	\$6.00	\$9,900.00
	SIDEWALK RAMP, ADA								
0042	6217	82	Ft	\$100.00	\$8,200.00	\$75.00	\$6,150.00	\$65.00	\$5,330.00
	DETECTABLE WARNING PLATES								
0043	6235	30	Ft	\$25.00	\$750.00	\$27.50	\$825.00	\$22.00	\$660.00
	CONCRETE CURB AND GUTTER, 24"								
0044	6240	2,865	Ft	\$25.00	\$71,625.00	\$27.00	\$77,355.00	\$23.00	\$65,895.00
	CONCRETE CURB AND GUTTER, 30"								
0045	6241	80	Ft	\$25.00	\$2,000.00	\$27.50	\$2,200.00	\$24.00	\$1,920.00
	CONCRETE CURB AND GUTTER, 30", ROLLED								
0046	6270	10,685	Sft	\$6.00	\$64,110.00	\$5.00	\$53,425.00	\$4.00	\$42,740.00
	CONCRETE SIDEWALK, 4"								
0047	6272	275	Sft	\$6.50	\$1,787.50	\$7.00	\$1,925.00	\$6.50	\$1,787.50
	CONCRETE SIDEWALK, 8"								
0048	6280	641	Syd	\$50.00	\$32,050.00	\$40.00	\$25,640.00	\$35.00	\$22,435.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								

Line	Pay Item Code	Quantity	Units	(3) Kentwood Excavating, Inc.		(4) Montgomery Excavating, LLC		(5) Kamminga & Roodvoets, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	6284	42	Syd	\$55.00	\$2,310.00	\$55.00	\$2,310.00	\$55.00	\$2,310.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0050	6295	27	Ea	\$350.00	\$9,450.00	\$500.00	\$13,500.00	\$700.00	\$18,900.00
	ADJUST CASTINGS								
0051	6305	85	Ton	\$210.00	\$17,850.00	\$200.00	\$17,000.00	\$175.00	\$14,875.00
	HAND PATCHING								
0052	6354	770	Ton	\$122.00	\$93,940.00	\$115.00	\$88,550.00	\$101.00	\$77,770.00
	HMA MIXTURE - 5E1								
0053	6362	856	Ton	\$115.00	\$98,440.00	\$102.00	\$87,312.00	\$93.00	\$79,608.00
	HMA MIXTURE - 3C								
0054	6399	18	Ton	\$180.00	\$3,240.00	\$400.00	\$7,200.00	\$150.24	\$2,704.32
	HMA DRIVE APPROACH								
0055	7005	1,826	Syd	\$5.00	\$9,130.00	\$5.00	\$9,130.00	\$9.00	\$16,434.00
	TOP SOIL 4" SCREENED								
0056	7015	1,826	Syd	\$20.00	\$36,520.00	\$2.00	\$3,652.00	\$2.00	\$3,652.00
	CLASS A SEED HYDRO-MULCH								
0057	8010	1	LSUM	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00	\$83,200.00	\$83,200.00
	MINOR TRAFFIC CONTROL DEVICES								
0058	8110	8	Ea	\$125.00	\$1,000.00	\$150.00	\$1,200.00	\$90.00	\$720.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0059	8111	8	Ea	\$10.00	\$80.00	\$10.00	\$80.00	\$1.00	\$8.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0060	8115	200	Ea	\$30.00	\$6,000.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0061	8116	200	Ea	\$10.00	\$2,000.00	\$2.00	\$400.00	\$0.10	\$20.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
Bid Totals:				\$1,166,157.50		\$1,224,431.00		\$1,308,466.77	

CONTRACT FORM

Page 1 of 2

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

City Standard Contract for 2023 JORDAN, CALHOUN, OPAL AND LORAIN WATERMAIN REPLACEMENT PROJECT

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

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

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

“Contractor” means:

Bultsma Excavating, Inc

LEGAL NAME OF COMPANY

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

Michigan Domestic Corporation

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

O-308 Lake Michigan Drive

ADDRESS

Grand Rapids

CITY

MI

STATE

49534

ZIP CODE

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

Terms and Conditions

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

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

CONTRACT FORM, CONTINUED

Page 2 of 2

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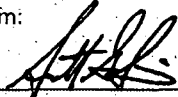
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: Matthew LaRue
Signature of Bidder

Matthew LaRue
Printed Name of Bidder

SPM
Title

Date signed: 8/30/2022

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM KNIGHT WATCH, INC. FOR
CARD READER UPGRADES AT THE PUBLIC WORKS BUILDING 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 accept a proposal from Knight Watch, Inc. for the replacement of existing security door access card readers at the Public Works building in the total estimated amount of \$12,510.00.
2. Funds are available in the Public Works, Building Repairs and Maintenance account number 661-441-58300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Knight Watch, Inc. for card reader upgrades at the Public Works building.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: August 8, 2022
Subject: Public Works Card Reader Upgrade
From: Troy Rinks, Facilities Foreman
Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended that the City Council accept the proposal received by Knight Watch for Card Reader Upgrades at the Public Works building in the amount of \$12,510.00, and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The updated card readers and associated hardware is necessary to improve daily public service operations and will help keep guests, citizens, and staff safe from external threats. The existing card readers require expensive key cards that are difficult to purchase. These enhancements are part of a city-wide effort to update these security systems.

DISCUSSION:

This update project includes replacement of existing security door access card readers with installation of new, updated equipment and hardware on exterior and interior doors where readers are currently present. Existing key card and security systems are approximately 20 years old and not compatible with additional door access monitoring and improvements. The proposed improvements utilize a different key card that is more available and over half the cost of the current reading system.

Replacement estimates were solicited from two local qualified contractors with a history of performing work at City facilities. Both contractors submitted comparable replacement and installation proposals as follows:

Knight Watch, Inc.	\$12,510.00
Allied Universal	\$17,139.27

After reviewing the results, it is recommended that the City Council authorize Knight Watch, Inc., to perform the work for a total amount of \$12,510.00.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Public Works, Building Repairs and Maintenance Account 661-441-58300-930.000.

ATTACHMENTS:

Knight Watch Inc. - Contract



Proposal# EST010123

Proposal Date: 8/16/2022

Customer: CITY OF WYOMING
Project: iClass Card Reader Upgrade
Work Site: 2660 BURLINGAME AVE SW
WYOMING, MI 49509

Prepared By: Stacy Olsen
Bill To: CITY OF WYOMING
16700 NEW HOLLAND ST.
HOLLAND, MI 49424

Dear Troy,

Here is the requested proposal for the City of Wyoming Public Works building.

This proposal includes replacing (25) CoTag card readers on your DSX system with iClass card readers.

- (2) iClass keypad card readers
- (23) iClass card readers
- (2) iClass mullion card readers
- (100) DSX 33 bit key fobs

*Two of the above card readers are for spare only in the event keypad card readers are not available.

City of Wyoming to program any credential modifications in DSX software.

As of 7/18/22, our distributor had the below stock available. This stock is contingent on approval date. Stocking levels change daily.

- (4) Keypad card readers
 - (200) iClass card readers
- Knight Watch has SE mullion card readers in stock. The multiclass function will be disabled for security purposes upon install.

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 15 days.
- Payment due within 30 days of invoice.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal business hours 8AM-5PM M-F and excludes holidays.
- Project will utilize existing cable to doors.
- No mobile credential capability is available on these card readers.
- Any wall patching or painting will be completed by COW once CoTag card readers are removed. Footprint of these card readers are different than iClass card readers.
- Existing CoTag cable to card readers will be utilized.

Quantity	Description
100.00	DSX 33 Bit Key Fob
2.00	RP10 Mullion Card Reader
23.00	R40 iClass Card Reader
2.00	RPK40 Keypad Card Reader
1.00	Project Materials, Installation Hardware and Consumables
1.00	Freight Charges

Sincerely,

Stacy Olsen

Subtotal	\$12,510.00
Tax	\$0.00
Total	\$12,510.00

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, and the cities of Grand Rapids, Kentwood, Walker and other smaller regional agencies.
2. It is estimated the City will purchase approximately 4,875 tons of de-icing salt for the 2022-2023 winter season.
3. It is recommended the City authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$70.59 per ton.
4. Funds for the purchase are budgeted in the Major Street and Local Street Winter Maintenance account numbers 202-441-47800-740.000 and 203-441-47800-740.000.

NOW, THEREFORE, BE IT RESOLVED:

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Purchase Agreement

Resolution No. _____

STAFF REPORT

Date: August 15, 2022

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

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: September 6, 2022

RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of approximately 4,875 tons of de-icing salt from Compass Minerals at a unit price of \$70.59 per ton, in cooperation with the Kent County Road Commission and other local agencies.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The City purchases de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker and other smaller regional agencies. Compass Minerals provided the low bid in 2020 and, as part of the original bid, was allowed up to two, one-year renewals at a price negotiated by the Kent County Road Commission. The de-icing salt price, effective through August 31, 2023, was agreed to at \$70.59 per ton. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2012-2013	63.20	-0.5 %
2013-2014	64.77	2.5 %
2014-2015	66.62	2.9 %
2015-2016	66.63	0.0 %
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %
2022-2023	70.59	3.7%

Over the past 5 years, Wyoming has used an average of 4,300 tons of de-icing salt per winter season, ranging from approximately 2,530 to 6,146 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 3,000 tons and allows Wyoming to purchase up to 4,875 tons of de-icing salt for this season. The City currently has approximately 6,200 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 4,875 tons of de-icing salt for a total estimated cost of \$345,000.

BUDGET IMPACT:

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

ATTACHMENTS:

Purchase Agreement – Compass Minerals



Sold-To ("Buyer"):

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

Date: August 02, 2022
Document: 190857
Tel: (616) 530-7229
Fax: (616) 249-3487
Email: Avis@wyomingmi.gov
Customer #: H706426
Preferred: Fax

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

Quantity (TN)	Delivery Location	Price Per Ton (USD)
---------------	-------------------	---------------------

3,750	City of Wyoming (Kent Co) 2660 Burlingame SW Wyoming, MI 49509 Destination #: H763548 Delivery Lead Time: 5 days	70.59 Deliver w/o/Equipment	Depot: Ferrysburg Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 37.2 Miles
-------	--	-----------------------------	---

~2022 80% Minimums to be ordered by 10/31/2022
~2023 80% Minimums to be ordered by 8/31/2023

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

Price(s) effective through Thursday, 31 Aug 2023

Transactions hereunder are pursuant to Contract #20-42: Purchase of 2020-2021 Winter Serson's Requirements of Bulk Rock Salt dated April 28, 2020 between Seller and the Board of County Road Commissions of the County of Kent (the "Contract") and the Terms and Conditions of Sale set forth on the reverse side of this Quotation (the "Quotation Terms"). Notwithstanding anything to the contrary in the Quotation Terms, in the event of a direct conflict between the terms of the Contract and the Quotation Terms, the terms of the Contract will govern. Pricing for this contract is stated in the attached Compass Minerals letter dated July 20, 2022. Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Aug 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Approved as to form:

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

Accepted By: 
Scott G. Smith, City Attorney

Signature: _____
 Title: _____
 Name: _____
 Date: _____

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

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

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. **PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. **EXPORT CONTROLS AND REGULATION.** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.

16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



Kent County Road Commission

Brenda Blunt
Compass Minerals American Inc.
bluntb@compassminerals.com

August 9, 2022

Dear Brenda,

As you are aware, Contract #20-42: Purchase of Bulk Rock Salt is a one year contract with two, one-year renewals and year 2021-2022 was the first renewal year on the contract.

As your services performed on the contract followed the bid specifications, and KCRC and Compass Minerals came to an agreement on a cost of \$70.59 for the upcoming year, the Kent County Road Commission would like to utilize the renewal option on the contract for 2022-2023.

Terms of the contract are to remain the same as the original agreement, per your bid dated April 23, 2020 and contract signed April 30, 2020.

If accepted, a new blanket purchase order number will be issued to remain in place for the 2022-2023 season for KCRC. The partnering organizations on Contract #20-42 will issue their own orders.

Please respond by emailing this signed form to
anordstrom@kentcountyroads.net

Sincerely,

Andrew Nordstrom
Purchasing Manager

Yes or No to accepting this proposal Yes

If no, please explain why _____

Company Name Compass Minerals America Inc.

Signature of Authorized Date 8/10/22

Working to keep Kent County moving

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM HURST MECHANICAL, INC.
FOR THE REPLACEMENT OF A HVAC UNIT AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Hurst Mechanical, Inc. for the replacement of a HVAC unit for the data center in the Public Safety Building in the total estimated amount of \$8,349.00.
2. Funds are available in account number 800-000-57300-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Hurst Mechanical, Inc. for the replacement of a HVAC unit.
2. The City Council does hereby authorize the City Manager to execute the contract.
3. The City Council does hereby waive the provisions of 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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Quote
- Contract

Resolution No. _____

STAFF REPORT

Date: August 9, 2022
Subject: Police Data Center HVAC Unit Replacement
From: Troy Rinks, Facilities Foreman
Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended that City Council accept a quotation from Hurst Mechanical, Inc. in the amount of \$8,349.00 for replacement of a HVAC unit for the data center in the Police building and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The data center room at the Police building must have proper air temperatures and humidity levels to protect the critical and sensitive electronic equipment stored there. A recent preventative maintenance inspection found that the HVAC unit servicing this room had a failed compressor, requiring replacement.

DISCUSSION:

The HVAC unit servicing the data center is approximately 22 years old and operates constantly due to the sensitive nature of the equipment inside. Parts are difficult to obtain, and the refrigerant used is expensive and being phased out of production. The recent asset management study noted that HVAC units at the Police building should be replaced upon failure.

Upon observing a failed compressor, replacement estimates were solicited from three local qualified contractors with a history of performing work at City facilities. All three contractors submitted comparable replacement unit and installation quotations as follows:

Hurst Mechanical, Inc.	\$8,349.00
DHE Plumbing & Mechanical	\$8,980.00
Van Dyken Mechanical, Inc.	\$9,445.00

After reviewing results, it is recommended that the City Council authorize Hurst Mechanical, Inc. to perform the work for a total amount of \$8,349.00.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Capital Projects Revolving Fund, Capital Outlay Account #800-000-57300-975.000.

ATTACHMENT:

Contract

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(LESS 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 St SW, Wyoming, MI 49509.

Contractor means: Hurst Mechanical, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
5800 Safety Drive NE
(Contractor's street address)
Belmont, MI 49306
(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: August 19, 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:

None.

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

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

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Curtis L. Holt, City Manager

Date signed: _____, 20__

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

Hurst Mechanical, Inc.

By: Michael Sweeney
(Signature of officer, director or principal of Contractor)

Mike Sweeney Project Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 08/30, 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): \$1,000,000 per person \$1,000,000 per occurrence

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



(616) 784-4040
Fax (616) 785-7900
5800 Safety Drive
Belmont, MI 49306

August 19th, 2022

City of Wyoming
1155 28th Street, S.W.
Grand Rapid MI 49509

ATTN: Troy Rinks

SUBJECT: PD Server Room Mini Split AC Replacement

Pursuant to your request, HURST MECHANICAL has visited your facility to observe conditions, collect data and receive instructions pertaining to the above-mentioned project.

The work is to consist of the following: **PD Server Room Mini Split AC Replacement**

- Disconnect the existing 1 ton Airedale ductless mini split system that serves the server room
 - Leave the existing Evaporator in the ceiling
- Provide and install a new 1 ton Mitsubishi duct less mini split system to replace the existing
 - The new condensing unit to sit outside on the roof in place of the existing
 - The new evaporator will hang on the wall
- Reuse the existing line set between the inside evaporator and the outside condensing unit
- Flush the existing line set for re-use
 - Add to the existing line set necessary to connect to the new units
- Start and check operation

Price includes parts, labor, and installation.

Your investment is \$8,349.00

*Note: Work has been figured for regular business hours
Crane and rigging have been included
Electrical has not been included*

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call us at 616-784-4040.

Sincerely,
HURST MECHANICAL

Mike Sweeney

Mike Sweeney (Project Manager/Estimator)

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM INTERPHASE INTERIORS, INC.
FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS 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 accept a quote from Interphase Interiors, Inc. for the purchase and installation of six workstations for the Police Department using MiDeal contract pricing in the total estimated amount of \$29,893.84.
2. Funds for the purchase are budgeted in account number 101-305-31500-973.153.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Interphase Interiors, Inc. for the purchase and installation of workstations in the total estimated amount of \$29,893.84.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote
Contract

Resolution No. _____

STAFF REPORT

Date: August 29, 2022

Subject: Furniture Purchase for the Community Services Unit, Police Department

From: Troy Rinks, Facilities Foreman

Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended the City Council approve the purchase of six Haworth workstations for the Community Services Unit of the Police Department from Interphase Interiors for \$29,893.84 using MiDEAL Contract #220000000043.

COMMUNITY, SAFETY, STEWARDSHIP:

A modern workstation will improve the functionality of the Community Services Unit and allow staff to better serve the daily needs of the community that it serves. The new workstations will also allow for enhanced work and storage space and contribute to better comfort for staff, as they replace workstations that are over twenty years old.

DISCUSSION:

Facilities staff worked with Kirt Zuiderveen, Community Services Unit Lieutenant, on workstation design and installation recommendations to match existing Haworth Police furniture. A design recommendation and quotation were obtained from Interphase Interiors, a preferred Haworth retailer located in west Michigan. Products proposed can be purchased using the MiDEAL Extended Purchasing Program titled Haworth Modular Office Systems Furniture and Services, Contract #220000000043. These products are compatible with existing office furniture and will provide the expanded work and storage space desired.

The estimated cost for the purchase of new office furniture is \$29,893.84 and the project can begin once approved by the City Council.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Police Patrol Capital Outlay Account 101-305-31500-973.153.

ATTACHMENTS:

Interphase Interiors Quote

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 St SW, Wyoming, MI 49509.

Contractor means: Interphase Office Interiors, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
415 Leonard St NW, Suite 110
[Contractor's street address]
Grand Rapids, MI 49504
[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: September 7, 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:

Ship To and Install: will be Wyoming Police Department; 2300 DeHoop Ave SW, Wyoming, MI 49509
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Interphase Office Interiors, Inc.

By: _____
Jack A. Poll, Mayor

By: David Shaffer
[Signature officer, director or principal of Contractor]
David Shaffer, CEO
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: August 26, 2022

Date signed: _____, 20__

Approved as to form: [Signature]
Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. 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.

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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.
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Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence

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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).
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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



INTERPHASE
INTERIORS

Interphase Interiors
415 Leonard ST NW Suite 110
Grand Rapids, MI 49504
Phone: 616-245-0800 Fax: 616-245-3974

06-16-2022

Quote #

Sold To:

CITY OF WYOMING
COURTHOUSE
2650 DEHOOP AVENUE SW

WYOMING, MI 49509

Contact: CHRIS KITTMAN

Phone: 616-257-9823

Ship To:

IPI INSTALL/WAREHOUSE
2740 29TH STREET SE
DOCK #3 & 4
GRAND RAPIDS, MI 49512

Contact: JOSH DURKEE/ALLIE COGGINS

Phone: 616-245-0800

6 WORKSTATION QUOTE 6.16.2022

Sales Person: CATHY CLICK

Item	Qty.	Product	Price	
			Unit	Extended
1	13	KUHS-0000-H Belong,Access,Hanging Sorter	\$28.44	\$369.72
13 DESKS	ACCESSORI ES		,TR-FM	SNOW, GRADE A
2	13	KUTS-1224-ESNN Belong Access, Territory Screen, End of Run, 12IN.H X 24IN.W, Slotted, NH, Without Access	\$74.03	\$962.39
13 DESKS	ACCESSORI ES		,TR-K	CHARCOAL, GRADE A
3	12	SUFB-3560-FU Belong,Universal Screen,Fixed Back,Fab,35HX60W	\$223.98	\$2,687.76
13 DESKS	ACCESSORI ES		EE_POINT_RR {RAILROAD} POINT ,RR-112 {RAILROAD} POINT - DECIMAL (RR), C ,TR-J GRAPHITE, GRADE A	
4	1	SUFB-3570-FU Belong,Universal Screen,Fixed Back,Fab,35HX70W	\$243.20	\$243.20
13 DESKS	ACCESSORI ES		EE_POINT_RR {RAILROAD} POINT ,RR-112 {RAILROAD} POINT - DECIMAL (RR), C ,TR-J GRAPHITE, GRADE A	

Item	Qty.	Product	Price	
			Unit	Extended
5	1	KUAF-1642 Tackboard,Wall-Mounted,Universal 16In. X 42In.	\$44.21	\$44.21
13 OFFICE ACCESSORIES			(EE) ,EE-AC	POINT (EE) POINT (EE) - DECIMAL, GRADE A
6	1	KUPY-1636 Slat Tile,Wall-Mount,Adaptable 16In. X 36In.	\$57.28	\$57.28
13 OFFICE ACCESSORIES			,TR-K	CHARCOAL, GRADE A
7	12	TJRA-2970-LJSNCXN Upside Value,Table,29"x70",Lam,Eb3,Std,No Co,C-Leg,Single Stage, Simple Paddle	\$538.22	\$6,458.64
13 DESKS TABLES			,H-3P ,HP-3P ,TR-K	PLATINUM, GRADE A PLATINUM, GRADE A CHARCOAL, GRADE A
8	1	TJRA-2982-LJSNCXN Upside Value,Table,29"x82",Lam,Eb3,Std,No Co,C-Leg,Single Stage, Simple Paddle	\$561.24	\$561.24
13 DESKS TABLES			,H-3P ,HP-3P ,TR-K	PLATINUM, GRADE A PLATINUM, GRADE A CHARCOAL, GRADE A
9	13	JCTB-24 X Series,Pedestal,Cushion Top Kit, 24"D	\$78.05	\$1,014.65
13 DESKS LOWER STORAGE			(1X) ,1X-5	GAUGE (1X) GAUGE (1X) - DEPTH, GRADE B
10	13	JPMP-24-SJC X Series,Pedestal,Mobile,P/B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,No Top	\$176.84	\$2,298.92
13 DESKS LOWER STORAGE			,TR-K ,LR-BL	CHARCOAL, GRADE A BLACK, GRADE A

Item	Qty.	Product	Price	
			Unit	Extended
11	13	SCT-20-0145 Very Task Chair,Fab Seat,Mesh Bk,Armless,Plstc Bse Hd Ctrs,Bk Lk,Fwd Tlt, W/Lum,	\$375.43	\$4,880.59
13 DESKS	SEATING			
		(1X) GAUGE (1X) ,1X-5 GAUGE (1X) - DEPTH, GRADE B (MS) VERY TASK MESH (MS) ,MS-F VERY TASK MESH (MS) - BLACK, GRAC ,TR-F BLACK, GRADE A ,TR-F BLACK, GRADE A ,TR-F BLACK, GRADE A		
12	2	SLP-22-TH Poppy Lounge, Fabric Seat, Fabric Back, Four Leg Base, Hard Glide	\$1,223.80	\$2,447.60
13 OFFICE	SEATING			
		(S6) FLOYD KVADRAT (S6) ,S6-J FLOYD KVADRAT (S6) - 783, GRADE B (S6) FLOYD KVADRAT (S6) ,S6-J FLOYD KVADRAT (S6) - 783, GRADE B ,TR-F BLACK, GRADE A		
13	1	SCT-20-0145 Very Task Chair,Fab Seat,Mesh Bk,Armless,Plstc Bse Hd Ctrs,Bk Lk,Fwd Tlt, W/Lum,	\$375.43	\$375.43
13 OFFICE	SEATING			
		(1X) GAUGE (1X) ,1X-5 GAUGE (1X) - DEPTH, GRADE B (MS) VERY TASK MESH (MS) ,MS-F VERY TASK MESH (MS) - BLACK, GRAC ,TR-F BLACK, GRADE A ,TR-F BLACK, GRADE A ,TR-F BLACK, GRADE A		
14	1	JTPL-3672-JYJYS X Series, Common Top, Prd Frnt, Lam Top, 37.5Dx72W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH	\$297.31	\$297.31
13 STORAGE	TABLES			
		,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A		
15	4	JFWA-36 X Series,Conterweight,36" File	\$37.62	\$150.48
13 STORAGE	LOWER STORAGE			

Item	Qty.	Product	Price	
			Unit	Extended
16	4	JLPD-0336-SJ X Series,39.5"H x 36"W,Lateral File,File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Freestanding,J Pull,Glides	\$335.35	\$1,341.40
13 STORAGE	LOWER STORAGE		,TR-K ,LR-BL	CHARCOAL, GRADE A BLACK, GRADE A
17	1	SODC-1616-P Openest Sprig Table, Round, 16" D x 17" H, Painted MDF	\$333.39	\$333.39
13 OFFICE	TABLES		,PW-PL ,TR-F	POLAR, GRADE A BLACK, GRADE A
18	1	JCTB-18 X Series,Pedestal,Cushion Top Kit, 18"D	\$46.30	\$46.30
13 OFFICE	LOWER STORAGE		(1X) ,1X-5	GAUGE (1X) GAUGE (1X) - DEPTH, GRADE B
19	1	JPAH-24-SJ X Series,Pedestal,Attached,B/B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull	\$151.08	\$151.08
13 OFFICE	LOWER STORAGE		,TR-K ,LR-BL	CHARCOAL, GRADE A BLACK, GRADE A
20	1	JPMA-18-SJC X Series,Pedestal,Mobile,B/F,18"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,No Top	\$148.36	\$148.36
13 OFFICE	LOWER STORAGE		,TR-K ,LR-BL	CHARCOAL, GRADE A BLACK, GRADE A
21	1	VZAL-6600 Panel, Vertical Light Block, 66in. Compose	\$1.31	\$1.31
13 OFFICE	STRUCTUR E			

Item	Qty.	Product	Price	
			Unit	Extended
22	1	VZCC-0048-HG Compose,Top Trim 48In.W,Stl, Glz Panel	\$17.89	\$17.89
13 OFFICE	STRUCTUR E		,TR-K	CHARCOAL, GRADE A
23	1	VZCC-0096-HG Compose,Top Trim 96In.W,Stl, Glz Panel	\$32.40	\$32.40
13 OFFICE	STRUCTUR E		,TR-K	CHARCOAL, GRADE A
24	2	VZCE-9000-H Compose,Panel Trim,End-Of-Run 90In.H, Steel	\$23.23	\$46.46
13 OFFICE	STRUCTUR E		,TR-K	CHARCOAL, GRADE A
25	2	VZCQ-0000 Compose,Bracket,Tie,Glass Stack	\$35.86	\$71.72
13 OFFICE	STRUCTUR E			
26	2	VZCW-0000-P Compose,Wall Mount,Fits All Heights	\$18.14	\$36.28
13 OFFICE	STRUCTUR E			
27	1	VZAL-0024 Compose, Light Block, 24in	\$11.21	\$11.21
13 OFFICE	STRUCTUR E			

Item	Qty.	Product	Price	
			Unit	Extended
28	1	VZFF-6624-NNNNNR Compose, Frm,66Hx24W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std	\$44.59	\$44.59
13 OFFICE	STRUCTUR			
	E		,TR-K	CHARCOAL, GRADE A
29	2	VZTI-1624-FNN Compose,Single Tile,16In.HX24In.W,Fabric/Tackable,Std Core,No Tech	\$19.28	\$38.56
13 OFFICE	STRUCTUR			
	E		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A	Surface Color 1A ,RR-112 DECIMAL (RR) GRD A
30	2	VZTI-4824-FNN Compose,Single Tile,48In.HX24In.W,Fabric/Tackable,Std Core,No Tech	\$40.10	\$80.20
13 OFFICE	STRUCTUR			
	E		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A	Surface Color 1A ,RR-112 DECIMAL (RR) GRD A
31	1	VZAL-0048 Compose, Light Block, 48in	\$13.31	\$13.31
13 OFFICE	STRUCTUR			
	E			
32	1	VZFF-6648-NNNNNR Compose, Frm,66Hx48W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std	\$62.36	\$62.36
13 OFFICE	STRUCTUR			
	E		,TR-K	CHARCOAL, GRADE A
33	1	VZGS-2448-1 Compose,Glass Stack 24In.H X 48In.W	\$313.73	\$313.73
13 OFFICE	STRUCTUR			
	E		,TR-K (SK_E21) ,SK-E21	CHARCOAL, GRADE A SATIN ETCH SATIN ETCH, GRADE C

Item	Qty.	Product	Price	
			Unit	Extended
34	2	VZTI-1648-FNN Compose,Single Tile,16In.HX48In.W,Fabric/Tackable,Std Core,No Tech	\$26.51	\$53.02
13 OFFICE	STRUCTUR		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A Surface Color 1A ,RR-112 DECIMAL (RR) GRD A	
35	2	VZTI-4848-FNC Compose,Single Tile,48In.HX48In.W,Fabric/Tackable,Std Core,No Tech	\$59.70	\$119.40
13 OFFICE	STRUCTUR		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A Surface Color 1A ,RR-112 DECIMAL (RR) GRD A	
36	1	VZAL-0072 Compose, Light Block, 72in	\$22.80	\$22.80
13 OFFICE	STRUCTUR	E		
37	1	VZFF-6672-NNNNNR Compose Frm,66Hx72W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,No UndrWS Pwr,Std	\$91.03	\$91.03
13 OFFICE	STRUCTUR	E	,TR-K CHARCOAL, GRADE A	
38	1	VZGS-2496-1 Compose,Glass Stack 24In.H X 96In.W	\$620.34	\$620.34
13 OFFICE	STRUCTUR	E	,TR-K CHARCOAL, GRADE A (SK_E21) SATIN ETCH ,SK-E21 SATIN ETCH, GRADE C	
39	2	VZTI-1672-FNN Compose,Single Tile,16In.HX72In.W,Fabric/Tackable,Std Core,No Tech	\$42.51	\$85.02
13 OFFICE	STRUCTUR		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A Surface Color 1A ,RR-112 DECIMAL (RR) GRD A	

Item	Qty.	Product	Price	
			Unit	Extended
40	2	VZTI-4872-FNC Compose,Single Tile,48In.HX72In.W,Fabric/Tackable,Std Core,No Tech	\$92.57	\$185.14
13 OFFICE	STRUCTUR E		Surface Color 1A EE_POINT_RR {RAILROAD} POINT GRD A Surface Color 1A ,RR-112 DECIMAL (RR) GRD A	
41	1	WURA-2478-LJSA Worksurface, Rect,24Dx78W,Lam,Edgeband,Std Core,Notched	\$104.54	\$104.54
13 OFFICE	WORKSURF ACES		,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	
42	1	ZZBD-1600-PP Compose, Cntlvr Brkt, 16In.D,Bh	\$18.57	\$18.57
13 OFFICE	WORKSURF ACES			
43	1	TJRA-2970-LJSNCXN Upside Value,Table,29"x70",Lam,Eb3,Std,No Co,C-Leg,Single Stage, Simple Paddle	\$547.76	\$547.76
13 OFFICE	TABLES		,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-K CHARCOAL, GRADE A	
44	13	LSET-1 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1	\$0.00	\$0.00
			Lock Color ,LX-BL BLACK GRD A	
45	1	LSET-4 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4	\$0.00	\$0.00
			Lock Color ,LX-BL BLACK GRD A	

Item	Qty.	Product	Price	
			Unit	Extended
46	1	LSET-2 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2	\$0.00	\$0.00
		Lock Color ,LX-BL BLACK GRD A		
47	1	INSTALL TO RECEIVE, DELIVER AND INSTALL	\$2,406.25	\$2,406.25

Sub Total:	\$29,893.84
Tax:	\$0.00
Total:	\$29,893.84

Approval and Date: _____

A 50% DEPOSIT IS REQUIRED AT THE TIME OF ORDER ENTRY. THANK YOU!

Quote is valid for 30 days.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM STRYKER FOR THE PURCHASE OF
TWO LUCAS CHEST COMPRESSION DEVICES, AUTHORIZE THE TRADE-IN
OF OUTDATED COMPRESSION ASSISTANCE DEVICES 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 accept a quote from Stryker for two Lucas chest compression devices in the total estimated amount of \$32,093.90, which includes trade-in of outdated compression assistant devices.
2. Funds for the purchase are available in account number 110-226-22800-727.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Stryker for the purchase of two Lucas chest compression devices in the total estimated amount of \$32,093.90.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote/Contract
Letter

STAFF REPORT

Date: August 31, 2022
Subject: Lucas Chest Compression Devices
From: Dennis Van Tassell, Deputy Fire Chief
Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended the City Council purchase (2) Lucas Chest Compression Devices from Stryker Medical. The total cost of two Lucas devices is \$32,093.90. The purchase price reflects the device, a trade-in discount, and a maintenance agreement for each device. The Lucas Chest Compression Devices will replace older model Zoll compression assistance devices that are experiencing consistent failures and have a higher cost per use.

COMMUNITY, SAFETY, STEWARDSHIP:

These Cardio-Pulmonary Resuscitation chest compression devices will be utilized community wide for any resident or visitor in need. These chest compression devices assist personnel conduct Cardio-Pulmonary Resuscitation. CPR assistance devices have shown countless times their ability help save lives. The current CPR assistance devices the fire department utilizes have been having continual mechanical failures. After research and peer review, the department is seeking the approval to purchase two Lucas devices, through Stryker, which have had a successful history with fewer failures, and are less expensive per use. The department has worked with the sole vendor of the Lucas Compression Devices to get a trade in for two broken Zoll-Autopulse devices, further lowering the costs.

DISCUSSION:

There was no bid process for this purchase. There are only two compression assistance systems in use: Zoll and Lucas. The Public Safety Department currently uses Zoll and has several issues of devices breaking and a \$100 per use cost of the strap system. Of the four Zoll devices the department currently possesses, three of them are broken. The Lucas Chest Compression Device only has one supplier: Stryker. The overall cost of this request includes: the cost of the device, a trade-in reduction per device of \$5,250.00, and a maintenance agreement for preventive maintenance and any repairs necessary. The cost per use is drastically reduced since the components of the Lucas Device are able to be cleaned and do not need to be disposed of after each use. At present time, all of the hospitals, ambulance providers and fire departments that utilize Compression Assistance Devices in Kent County currently use Lucas's devices.

Cost per device:	\$16,190.15
Trade-in value:	(\$5,250.00)
Maintenance Agreement:	\$5,106.80
Overall Cost Per Unit:	\$16,046.95

BUDGET IMPACT:

The purchase, trade in, and maintenance agreement for (2) Lucas Chest Compression Devices is \$32,093.90 This will be funded through account 110-226-22800-727.000.

Purchase & Sale Agreement

Date: 8/1/22

Contract Number
Customer Number 1332458

Customer	City of Wyoming	Effective Date	Date of last signature below
Contact Name	Legal Department	Expiration Date	One year thereafter
Address	1155 28TH ST SW		
City, State, Zip	Wyoming, MI 49509		
Phone			
Fax		Sales Representative	Pierce Szubelak
Email			

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales, LLC, through its Medical division ("Stryker").

RECITALS

- I. Stryker is engaged in the manufacture and supply of certain medical equipment and accessories technical support services ("Products & Services").
- II. Customer provides healthcare services which, from time to time require the use of Products & Services supplied by Stryker and Customer intends to acquire these Products & Services from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products & Services available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products & Services at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
2. **Conditions.** The offer to purchase extended under this Pricing Agreement is conditioned upon Customer purchasing for Products described in Exhibit A from throughout the Term of this Agreement.
3. **Term.** This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
4. **Pricing.** Stryker extends to Customer an offer to purchase the Products described in Exhibit A and the Services described in Exhibit B-1 at the net prices herein indicated. Not more frequently than annually, Stryker may adjust the prices for Products & Services in an amount not to exceed consumer pricing index.

Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

If the number or configuration of Covered Equipment listed on Exhibit B-2 changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term.

Discounts may not be combined with other special terms, discounts, and/or promotions.

5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit D. The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit D.
6. **Products.** The Products provided under this Agreement are set forth on Exhibit A.
 - 6.1. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
 - 6.2. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.
 - 6.3. **Shipping and Delivery.** Delivery shall be F.O.B. origin. Shipping charges are prepaid by Stryker and added to the invoice, Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and added to Customer's invoice.
 - 6.4. **Delays.** Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.
 - 6.5. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.
 - 6.6. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:
 - the Product is shipped in error;
 - the Product is shipped after the Product's expiration date;
 - the Product is received by the Customer in a damaged, defective, or nonconforming condition;
 - Stryker specifically authorizes the return of the Product; or
 - the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired

Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.

6.7. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.

6.8. **No Resale.** Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.

7. **Services.** Pricing of the Services provided under this Agreement are set forth on Exhibit B. Descriptions of the Services provided under this Agreement are set forth on Exhibit B-1. This Agreement covers only the equipment listed on Exhibit B-2 ("Covered Equipment"), as amended and updated upon agreement of the parties.

7.1. **Payment.** Customer shall pay Stryker's invoice net thirty (30) days from invoice date.

7.2. **Loaners.** If Covered Equipment must be removed from service to complete repairs, Stryker will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Stryker in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker's request.

7.3. **Delays.** Stryker will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event of Force Majeure. Any such delay shall not be considered a breach of Stryker's obligations and the performance dates shall be extended for the length of such delay.

7.4. **Device Inspection Before Acceptance.** All devices that are not under Stryker's Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. Stryker reserves the right to refuse to support any device that has been remanufactured by a company other than Stryker.

8. **Warranty.** The following warranties are the only warranties covering any Product or Service provided under this Agreement.

8.1. **Product Warranty.** Stryker warrants the Products in accordance with its Limited Warranty which is delivered with each Product sold hereunder to which it applies, current edition attached hereto as Exhibit C. Stryker reserves the right to modify this warranty for future purchases.

8.2. **Service Warranty.** Stryker warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Stryker of any allegedly defective condition within ten (10) calendar days of its discovery by the Department.

8.3. STRYKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, PHYSIO DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Patent Indemnity.** Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products & Services covered by this Agreement directly infringe any United States Patent.
10. **Intellectual Property.** Through the purchase of Stryker Products & Services, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products & Services. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
11. **Confidentiality.** The terms of this Agreement are confidential. In order to approve and enter into this Agreement, Customer's governing body must approve it at a public meeting. It will be attached to Customer's publicly available meeting agenda. Because Customer is a "public body" as defined in Michigan's Freedom of Information Act, 1976 PA 442, MCL 15.231 *et seq.*, this Agreement is subject to disclosure under that statute.
12. **Product Training and Support.** Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.
13. **Independent Parties.** The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
14. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
15. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
16. **Notice.** Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
17. **Compliance with Federal and State Confidentiality Laws.** Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information

("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.

18. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
19. **New Technology Pricing.** As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
20. **Contract Reference.** Orders placed under this Agreement shall make reference to the Contract Number above.
21. **Assignment.** This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
22. **Limitation of Liability.** Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
23. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.
24. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
25. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
26. **Entire Agreement.** Stryker agrees to furnish the Products & Services ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
27. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default
28. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

29. **Termination.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

- A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
- The insolvency or bankruptcy of the other party;
- Thirty (30) days prior written notice to the other party.

In the event of such early termination of Services, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any Services rendered during the Term.

30. **Signatures.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

**Stryker Sales, LLC, through
its Medical division**

CITY OF WYOMING

By: Jennifer N. Collins
Name: Jennifer N. Collins

By: _____

Name: _____

Name: _____

Title: Manager, Contracts and Pricing

Title _____

Date: 8/22/22

Date: _____

Return to:
Stryker Emergency Care
Attn: Contracts Department MS 12S
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723
Fax: (425) 867-4970

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

On execution, please scan and return to USContracts@stryker.com. Thank you.

EXHIBIT A PRODUCT PRICING

Stryker extends to Customer and to any Facilities identified in Exhibit D the following Net Prices on the Products indicated:

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$17,323.00	\$13,858.40	\$13,858.40
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,321.00	\$990.75	\$990.75
3.0	11576-000071	LUCAS External Power Supply	1	\$418.00	\$313.50	\$313.50
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$808.00	\$606.00	\$606.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$562.00	\$421.50	\$421.50
Equipment Total:						\$16,190.15

**EXHIBIT B
PRICING FOR SERVICES**

#	Product	Description	Qty	Sell Price	Total
7.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$5,106.80	\$5,106.80
ProCare Total:					\$5,106.80



**EXHIBIT C
LIMITED WARRANTY**

See attached

EXHIBIT D
AFFILIATED FACILITIES/AUTHORIZED PURCHASERS

Facilities	Stryker Customer Number

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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M000008130 REV AB

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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM SWABY MANUFACTURING COMPANY
FOR THE PURCHASE OF ONE SUMP PUMP 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 accept a quote from SWABY Manufacturing Company for the purchase of one sump pump for the Water Treatment Plant in the total estimated amount of \$7,980.00.
2. Funds are available in account number 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from SWABY Manufacturing Company for the purchase of one sump pump.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of 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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Staff Report
 Quote
 Contract

STAFF REPORT

Date: August 18, 2022
Subject: Purchase of a Pump
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 6, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal from SWABY Manufacturing Company to purchase one sump pump for the Water Treatment Plant in the amount of \$7,980.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of plant facilities and infrastructure contributes to their longevity, workplace safety, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

DISCUSSION:

The Water Treatment Plant has a two-pump sump system located in the sub-basement of the north treatment filter building. The system frequently pumps down a large chamber that constantly collects water from various processes and instrumentation. The sump pumps have been in operation for over 20 years and to ensure continued and proper system operation, it is necessary to replace one of these pumps. Therefore, the purchase of one pump has been budgeted for and plant staff will perform the installation.

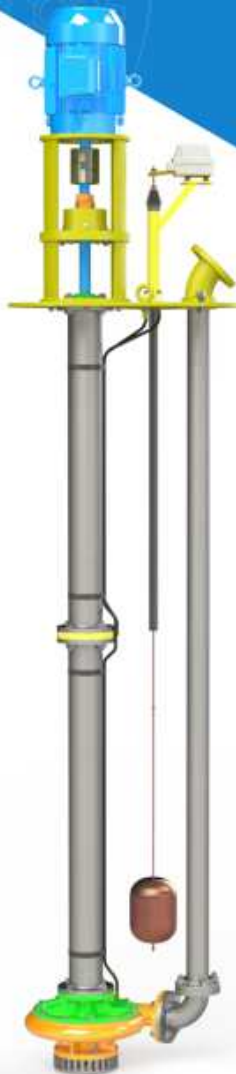
The pump's original equipment manufacturer, SWABY Manufacturing Company, was contacted to quote a direct replacement. Purchasing directly from the manufacturer allows for the best pricing and installing the exact same pump keeps costs low by avoiding modifications to the piping and existing two-pump system.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-55300-775.000.

1910XA

Vertical Sump Pumps for Heavy Duty
Wet Pit Drainage Service



Application

- Condensate Return
- Tank Farms
- Drainage Control
- Industrial Process

Typical Installations

- Water & Sewage Treatment Plants
- Industrial Plants
- Refineries
- Commercial Buildings
- Chemical Plants
- Power Stations
- Municipal Buildings



SWABY  **PUMPS**

Tel: 773.626.1400
Fax: 773.626.3646

www.swabypump.com
www.lobelinepump.com

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905.

"Effective Date" means: September 7, 2022.

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

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

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

"Supplier" means: SWABY Manufacturing Company
(Name of supplying entity)
An Illinois corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
5420 West Roosevelt Road
(Supplier's street address)
Chicago, IL 60644
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

SWABY Manufacturing Company

By: _____
Jack A. Poll, Mayor

By: K Khalil
(Signature officer, director or principal of Supplier)
KAY Khalil / Inside Sales
(Typed/Printed Name & Title of Person Signing for Supplier)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8/17, 2022

Date signed: _____, 20__

Approved as to form: Heather Chapman

Heather Chapman, Asst. City Attorney

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. Applicability. Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (these Terms) apply to City of Wyoming (City) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (Supplier). By signing the contract Supplier attests it complies and will comply with these Terms.

2. Legal Compliance. Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. Qualifications. Supplier represents and promises that:

A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.

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

C. Neither Supplier nor Supplier'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 suppliers or others engage in for or on behalf of City. Accordingly:

A. Supplier 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. Supplier 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 Supplier will engage with others on City's behalf, Supplier 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), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Supplier 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 Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

F. Supplier 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 Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

5. Ethical Standards. Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. Intellectual Property. Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. Quality. Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.

8. Taxes. City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. Manufacturer Information/Warranties. Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer

for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase 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.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

SWABY Manufacturing Company

5420 West Roosevelt Road, Chicago, Il. 60644

Tel. (773) 626-1400, Fax (773) 626-3646

Websites: www.swabypump.com and www.lobelinepump.com

To: City of Wyoming Water Treatment Plant
Holland, Michigan, 49424

August 16, 2022

Attention: Mr. Dan Kleinheksel
Dan.kleinheksel@wyomingmi.gov
Ph: 616-377-8969

From: M.I. Khalil, P.E

Reference: Replacement to S/N C-0082, Dwg UB 629, Year 2001

Below please find our proposal for the following pump that is duplicate to S/N C-0082

- One (1) pump Swaby model 2C-6' 5"-1910XA, Cascade Series cast iron construction, 416 st steel shaft, grease lubricated bronze bearings, carbon steel hanger column, and discharge pipe. 2" npt threaded discharge, oval pump mounting plate.

Your net for above FOB Deer Park, Texas 77536 \$ 7,980.00 each

Ship wt: 470 #

Delivery: 2-3 weeks.

~~Motor 1 1/2 hp, 1200 rpm, 230-460/3/60 \$ 1,470.00~~

Level controller, Not included

Please let us know should you have any questions.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PREVENTATIVE MAINTENANCE AGREEMENTS FOR
TWO STAND-BY GENERATORS AT THE CLEAN WATER PLANT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept preventative maintenance agreements of two stand-by generators at the Clean Water Plant from Michigan Tractor and Machinery Co., d/b/a Michigan CAT at a cost of \$9,007.00 each.
2. Funds are available in account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept preventative maintenance agreements of two stand-by generators at the Clean Water Plant in the total amount of \$18,014.00.
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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts (2)

Resolution No. _____

STAFF REPORT

Date: August 23, 2022

Subject: Plant Generator Maintenance

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: September 6, 2022

RECOMMENDATION:

It is recommended the City Council accept two proposals from Michigan CAT for a three-year preventive maintenance agreement to be performed on the Clean Water Plant's two stand-by generators in the total amount of \$18,014.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant equipment contributes to the performance of the equipment, and 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 City of Wyoming Clean Water Plant owns and operates two 2-megawatt Michigan CAT standby generators that provide backup power to the entire facility during a power outage. Michigan CAT has performed preventive maintenance on both generators since they were installed during the 2008 plant upgrade project.

Due to expiring service agreements, Michigan CAT has provided proposals for three-year preventive maintenance agreements that will assure the generators are reliable and continue to run efficiently. The three-year preventative maintenance program consists of six generator services and battery replacement for a cost of \$9,007.00 per generator. It isn't possible to provide a competitive quote for this work since the only other qualified company is Cummins Sales and Service which services Cummins brand equipment. To ensure the service work is performed to OEM specifications and with the correct OEM parts, it is recommended that it be completed by the original equipment manufacturer of the generators, Michigan CAT.



BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Clean Water Plant account #590-590-54300-930.000.

CITY OF
Wyoming
MICHIGAN

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

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Michigan Tractor and Machinery Co. d/b/a Michigan Cat
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
7650 Millett Hwy
[Contractor's street address]
Lansing, MI 48917
[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: September 7, 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:

None.

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

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

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Michigan Tractor and Machinery Co. d/b/a Michigan Cat

By: Brian Schiellerd
[Signature officer, director or principal of Contractor]

[Typed/Printed Name & Title of Person Signing for Contractor] Brian Schiellerd

Date signed: 8/23, 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



Account Number: 15452
 Quotation#: 246564
CSA Renewal Quote

Bill to:
 City of Wyoming Fleet Services

 Wyoming, Michigan 49509

Ship to:
 City of Wyoming Fleet Services
 1155 28TH ST SW
 Wyoming, Michigan 49509

General Information

Contact name: Dan Kleinheksel
Unit number: #2
Model: 3516 IND
Effective date: 2022-08-23
Meter: 336 (hours)

Phone number: 616-377-8969
Manufacturer: CATERPILLAR
Serial number: 0ZAP00547
Expiration date: 2022-11-23

Description	Unit Price	Quantity	Est Price
Level 2 Service - Due October 2022	\$3,507.00	1	\$3,507.00

Preventative maintenance level 2 includes an oil sample, 72 point inspection, oil change, oil filter and fuel filter change.
 Performed annually.

Send reports to Kleinhekseld@wyomingmi.gov

Level 1 Service - Due April 2023	\$488.00	1	\$488.00
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LEVEL 1 visit includes a thorough 72-point inspection of the complete engine-generator set and an oil sample analysis.

Send reports to Kleinhekseld@wyomingmi.gov

Level 1.5 Service - Due October 2023 Extended oil interval	\$1,300.00	1	\$1,300.00
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LEVEL 1.5 visits includes a thorough 72-point inspection of the complete engine-generator set, an oil-sample analysis and the replacement of all filters

Send reports to Kleinhekseld@wyomingmi.gov

Battery Replacement - 2-153-5710 - Due October 2023	\$1,310.00	1	\$1,310.00
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*Batteries must be changed with a PM or an additional travel charge will apply



Account Number: 15452

Quotation#: 246564

CSA Renewal Quote

Item	Unit Price	Quantity	Total Price
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Remove \$294 if onsite staff will assist with lifting batteries
(avoids the need to send a second tech)

Level 1 Service - Due April 2024	\$510.00	1	\$510.00
Level 1.5 Service - Due October 2024	\$1,359.00	1	\$1,359.00
Level 1 Service - Due April 2025	\$533.00	1	\$533.00
		Sub-total	\$9,007.00
		Total	\$9,007.00

***NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.**

Customer may cancel/skip a service at any time, however CAT recommends the services listed above. The above prices are locked in for a (36) month agreement, protecting the customer from any increase in cost of parts, labor, etc.

All parts, labor, and travel are included in this quote. The total price at the bottom of the quote reflects (36) months of preventative maintenance service through Michigan CAT, including (2) PM service visits per year. Services will be invoiced individually. This agreement is valid for a (36) month agreement of PM services, unless customer requests otherwise. Services will be scheduled at your convenience and are typically (6) month intervals. Any services scheduled on the weekends may affect pricing. This quote is valid until the expiration date listed above. If any changes are needed which affects this estimate, you will be informed prior to proceeding with the service contained within.

MacAllister Service Messaging! Opt In to receive text updates on your service repair. Text "Service" to 22191

Submitted by: Brian L Schiellerd

Customer Signature: _____

Fax: 1-866-741-1627

Email: brian.schiellerd@michigancat.com

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 St SW, Wyoming, MI 49509.

Contractor means: Michigan Tractor and Machinery Co. d/b/a Michigan Cat
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
7650 Millett Hwy
(Contractor's street address)
Lansing, MI 48917
(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: September 7, 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:

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Michigan Tractor and Machinery Co. d/b/a Michigan
Cat

By: Brian Schiellerd
(Signature officer, director or principal of Contractor) Brian Schiellerd

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

Date signed: 8/23, 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:

<p>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.</p>

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>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.</p>
<p>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).</p>
<p>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.</p>

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



Account Number: 15452
 Quotation#: 246563
CSA Renewal Quote

Bill to:
 City of Wyoming Fleet Services
 Wyoming, Michigan 49509

Ship to:
 City of Wyoming Fleet Services
 1155 28TH ST SW
 Wyoming, Michigan 49509

General Information

Contact name: Dan Kleinheksel
Unit number: #1
Model: 3516 IND
Effective date: 2022-08-23
Meter: 336 (hours)

Phone number: 616-377-8969
Manufacturer: CATERPILLAR
Serial number: 0ZAP00545
Expiration date: 2022-11-23

	Unit Price	Quantity	Total Price
Level 2 Service - Due October 2022	\$3,507.00	1	\$3,507.00

Preventative maintenance level 2 includes an oil sample, 72 point inspection, oil change, oil filter and fuel filter change.
 Performed annually.

Send reports to Kleinhekseld@wyomingmi.gov

Level 1 Service - Due April 2023	\$488.00	1	\$488.00
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LEVEL 1 visit includes a thorough 72-point inspection of the complete engine-generator set and an oil sample analysis.

Send reports to Kleinhekseld@wyomingmi.gov

Level 1.5 Service - Due October 2023 Extended oil interval	\$1,300.00	1	\$1,300.00
---	------------	---	------------

LEVEL 1.5 visits includes a thorough 72-point inspection of the complete engine-generator set, an oil-sample analysis and the replacement of all filters

Send reports to Kleinhekseld@wyomingmi.gov

Battery Replacement - 2-153-5710 - Due October 2023	\$1,310.00	1	\$1,310.00
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*Batteries must be changed with a PM or an additional travel charge will apply



Account Number: 15452

Quotation#: 246563

CSA Renewal Quote



Remove \$294 if onsite staff will assist with lifting batteries
(avoids the need to send a second tech)

Level 1 Service - Due April 2024	\$510.00	1	\$510.00
Level 1.5 Service - Due October 2024	\$1,359.00	1	\$1,359.00
Level 1 Service - Due April 2025	\$533.00	1	\$533.00
		Sub-total	\$9,007.00
		Total	\$9,007.00

***NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.**

Customer may cancel/skip a service at any time, however CAT recommends the services listed above. The above prices are locked in for a (36) month agreement, protecting the customer from any increase in cost of parts, labor, etc.

All parts, labor, and travel are included in this quote. The total price at the bottom of the quote reflects (36) months of preventative maintenance service through Michigan CAT, including (2) PM service visits per year. Services will be invoiced individually. This agreement is valid for a (36) month agreement of PM services, unless customer requests otherwise. Services will be scheduled at your convenience and are typically (6) month intervals. Any services scheduled on the weekends may affect pricing. This quote is valid until the expiration date listed above. If any changes are needed which affects this estimate, you will be informed prior to proceeding with the service contained within.

MacAllister Service Messaging! Opt In to receive text updates on your service repair. Text "Service" to 22191

Submitted by: Brian L Schiellerd

Customer Signature: _____

Fax: 1-866-741-1627

Email: brian.schiellerd@michigancat.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM EATON UPS FOR
UNINTERRUPTABLE POWER SUPPLY (UPS) BATTERIES 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 accept a quote from Eaton UPS to provide and install Uninterruptable Power Supply (UPS) batteries at the Water Treatment Plant in the total estimated amount of \$16,008.00.
2. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Eaton UPS for Uninterruptable Power Supply Batteries (UPS).
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of 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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Contract

Resolution No. _____

STAFF REPORT

Date: August 18, 2022
Subject: UPS Battery Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 6, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal from Eaton to provide and install Uninterruptable Power Supply (UPS) batteries for Eaton backup power equipment located in the server room of the Water Treatment Plant in the amount of \$16,008.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant equipment contributes to the performance 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 two large UPS systems that provide backup power to plant SCADA and laboratory equipment including servers, network equipment, computers, and incubators. Due to the critical function of the UPS systems and the connected plant equipment, Eaton performs annual testing and maintenance to ensure proper function. During a recent annual inspection, it was noted that batteries tested below optimal performance in the main building UPS system. Additionally, the batteries are 12 months past their typical life expectancy of 60 months. In order to be proactive and to guard against failure of these batteries that provide a significant plant function, it is imperative to replace the UPS batteries.

Eaton is the original equipment manufacturer and is contracted for annual testing, maintenance, and support. To ensure reliable power for critical Water Treatment Plant operation and laboratory equipment, it is recommended the City Council accept the proposal from Eaton to provide and install UPS batteries for Eaton backup power equipment located in the server room of the Water Treatment Plant in the amount of \$16,008.00.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-55300-930.000.



EATON CORPORATION UPS MAINTENANCE CONTRACT

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, Wyoming, MI 49509-0905.

Contractor means Eaton Corporation, an Ohio corporation, whose United States address for products and services is 8609 Six Forks Rd, Raleigh, NC 27615 and for payments is 29085 Network Pl, Chicago, IL 60673, and whose registered Michigan address is c/o The Corporation Company, 40600 Ann Arbor Rd, Ste 201, Plymouth, MI 48170, and whose Michigan agent is RC Merchant & Co., Inc. a Michigan Corporation, of 23735 Research Dr, Farmington Hills, MI 48335.

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 September 7, 2022.

Goods means the parts, equipment, supplies, materials, or other items Contractor is providing City as stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Terms means the attached Exhibit A entitled "Contract Terms and Conditions."

TERMS AND CONDITIONS

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

1. The following definitions also apply to this Contract.

Battery means the electric storage portion of a UPS.

Covered Equipment means the equipment as listed on the Proposal.

CPM means the contracted period of maintenance or hours of service described in the Proposal.

Drop Ship Items means capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.

Emergency Service means services described in the Proposal provided on an as needed basis that is not scheduled in advance.

PCS means pre-contract survey inspection.

Power Module means the electronic portion of a UPS or other power quality device.

Scope of Work means the services, procedures, methods, exclusions, and coverage described in the Proposal.

Service means maintenance, repair, inspection, adjustment, and any other services described in the Proposal.

UPS means an uninterruptible power supply comprised of the Power Module and Batteries.

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

2. City will pay the Contractor in accordance with the invoices from Contractors as provided in the Proposal.

A. Contractor's price is exclusive of any applicable tax. While City is exempt from sales taxation, if the goods or Services are subject to sales tax the amount of that tax will be added to the invoice.

B. All payments are due net 30 days in full from the date of invoice, unless otherwise mutually agreed upon in writing. City shall be invoiced for, and shall pay for, all Service not expressly provided for by the Proposal, such as site calls involving no-fault found inspections where no corrective maintenance was required.

3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Terms. By signing this Contract, Contractor agrees that, though incorporated in the Proposal, none of the 3-page Terms and Conditions [Terms and Conditions (T-0), Rev. 1/16/19] apply to this Contract.

4. Contractor shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty by persons other than Contractor's personnel, act of God, pandemic and epidemic, act of City or any other governmental authority, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Contractor's reasonable control. If a delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

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

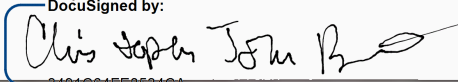
Approved as to form:

Eaton Corporation

DocuSigned by:

By: _____


Scott Smith, City Atty

By: 
Christopher J. Butler, President, CPD

Jack A. Poll, Mayor

Date signed: _____, 2022

3491C64FE8534CA
August 17, 2022 2:14 PDT
Date signed: _____, 2022

CITY OF
Wyoming
MICHIGAN

EXHIBIT A
CONTRACT TERMS AND CONDITIONS

1. **Applicability.** These Terms and Conditions apply to the Contract unless modified in writing signed by 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) lawful 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 cost to City, (i) obtain all licenses and permits required to lawfully perform services under the Contract, (ii) upon request, furnish City copies of the licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **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 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 those offenses; and (iv) have within 3-years preceding this Contract had any public transaction terminated for cause or default.

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

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

5. **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, and with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor engages 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 similar requirements in subcontracts and supply contracts and reasonably enforce their compliance.

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 applicable information and reports required by 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.

6. **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.

7. **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.

8. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed IRS W-9 form.

9. **Intellectual Property.** Contractor guarantees 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, U.S. patent, trademark or other intellectual property rights. Contractor will, without cost to City, defend all actions against City or City's officers or employees for an alleged infringement of a intellectual property rights by their sale or use in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

10. Quality. Unless otherwise stated in the Proposal, all goods supplied under this Contract will be new or like new, and free from failure due to defects in workmanship and material.

11. 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.

12. 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.

13. Warranty. Contractor will perform the Services in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor or diagnosed by Contractor's personnel during the term of this Contract. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for a period of 90 days after the completion date of the services or replacement of parts or materials, whichever is longer. If parts or materials fail to meet published specifications due to defective parts, materials or workmanship covered by this warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to City. This warranty does not apply to a Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, City's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by City (or a third party) not authorized by Contractor in writing; or (iii) moved without 30 days' notice to Contractor. Contractor reserves the right to supervise the move. **This warranty is exclusive except for warranty of title. Contractor disclaims all other warranties, including any implied warranty of merchantability or fitness for a particular purpose. Correction of non-conformities in the manner and for the period of time provided above shall constitute Contractor's sole liability and customer's exclusive remedy for failure of contractor to meet its warranty obligations, whether claims of customer are based in contract, in tort (including negligence and strict liability) or otherwise.** Parts or materials Contractor supplies but does not manufacture are warranted only by the manufacturer. Contractor's obligation under this warranty is conditioned upon receipt of all payments due from City.

14. Risk Allocation.

A. Contractor is solely responsible for (i) means and methods of the Services, and (ii) the conduct of Contractor's personnel. 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 to the extent the claims arise directly from bodily injury to or death of any person or damage to or destruction of any property caused by the negligence, gross negligence, or wrongdoing of Contractor's personnel while performing the services under the Contract. 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 arising from the aforementioned negligence, gross negligence, or wrongdoing of Contractor's personnel.

B. Except as specifically stated otherwise in this Contract, City shall have all rights and remedies provided under law or equity; however, where stated, remedies provided herein are exclusive. **Regardless of any other provision of this Contract, in no event shall Contractor or City, or their respective officers,**

directors, employees or agents be liable to the other for any incidental, indirect, special, punitive, or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, loss of data, loss of use or lost opportunity that result from or in connection with any claim(s) or cause(s) of action, whether brought in contract or in tort, even if Contractor or City knew or should have known of the possibility of such damages. Except for third-party claims for bodily injury, property damage, death, gross negligence, or willful misconduct, the total cumulative liability of Contractor arising from or related to this Contract whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed two times (2x) the price of the product or services on which such liability is based.

15. 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) Independent Contractors; (C) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: Coverage in accordance with Michigan statutes. Waiver of subrogation to the extent of Easton's negligence, 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).

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

16. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all applicable records related to this Contract and the Services for at least 6 years after Contract completion. Contractor will, upon City's request, sole expense and at a mutually agreed upon time and place, allow inspection, auditing, and copying of these applicable records, with the exception of purchase orders or statements of work quoted on a fixed-fee basis and excluding Contractor's proprietary, cost and financial accounting data.

17. 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.

18. 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.

19. City's Responsibility. (A) Communication and Scheduling – City shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the City fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date. (B) Movement – if Covered Equipment is moved to another location within the United

States, Service coverage will continue at Contractor's option if: (i) City notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and City will be charged at Current Time and Material Service Rate Schedule. (C) Escort – During the provision of the Service, City will have a representative present at Service site at no cost to the Contractor. (D) Access – City shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the City and Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

20. Batteries and Drop Ship Items. Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to City shall pass to City upon delivery at the F.O.B. point. Shipment estimates are after receipt of City's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the City cannot accept delivery of batteries, City will arrange for storage. Contractor is not liable or responsible for any damages or loss for delay or default in delivery due to force majeure. City may not cancel its purchase order because of such delays. City may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. City is responsible for return freight charges related to cancellation.

EXHIBIT B

Proposal



Powering Business Worldwide

Eaton UPS Service Quote: 348051-3

Quote Date: 08/15/2022

(Effective until 09/14/2022)

**Mollie Merchant,
RC Merchant & Co., Inc.
23735 Research Drive
Farmington Hills, MI 48335
248-476-4600**

Email: mmerchant@rcmerchant.com

Prepared For:

Billing Contact: Daniel Kleinheksel,
Billing Company: City of Wyoming
4720 N 168th Ave
Holland, MI 49424
616.738.4957
Email: Kleinhekseld@wyomingmi.gov

For Covered Equipment at Site:

Site Contact: Daniel Kleinheksel,
Site Company: City of Wyoming
4720 N 168th Ave
Holland, MI 49424
616.738.4957
Email: Kleinhekseld@wyomingmi.gov

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. The executed terms by Eaton and City of Wyoming on 8/22/2022 will govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
BC501KXX25	N	9355-20-30	URLA Sealed, 36 (plus 6 internal)	

Quantity 1, Eaton 9355-20-30, URLA Sealed, 36 (plus 6 internal)

	Unit List Price	Unit Net Price	Extended Net Price
Battery Replacement Items			
• 1x Full Internal Battery Replacement, 6x P-106000220 (kit including 2 battery trays, 9 batteries per tray) 5x8 installation (108Batt 12Tray) (P-106000220)	\$21,344.00	\$16,008.00	\$16,008.00
• 1x 1 EBC 36 Battery Replacement, 36 Batteries (153302078-002 PWHR12120W3FR), 5x8 installation (153302078-002)			
• 1x 108 Spacers 129400067-001 (3 spacers required for each battery) (129400067-001)			
• EOSL Status Active			

Supporting Documents: Executed terms by Eaton and City of Wyoming 8/22/22, W-1, R-11

9355-20-30 Total Price: \$21,344.00 \$16,008.00 \$16,008.00

	List Price	Net Price
Grand Total Price:	\$21,344.00	\$16,008.00
Dollars Saved¹:	\$5,336.00	

¹ Applicable Discounts: Negotiated

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



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- Non Contract Payment Terms: Net 30 days, Billing Cycle: Upon Completion
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below.
- Return all attachments with purchase order for **Eaton products** to:
 - Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 800/228-1899.
 - Make Payments for Eaton products to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Accepted By:	Name	Title	Date	Purchase Order Number
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Print Name:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



Eaton Valve Regulated (Sealed) Battery System Replacement (Update) Scope of Work Attachment R-11

Battery replacement (update) service includes, and is expressly limited to, those tasks set forth below. ¹Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS or related device and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Installation:

1. New Batteries
 - a. Removal and EPA approved disposal of old batteries.
 - b. Installation utilizing proper torque values (where applicable) and verification of new batteries
2. Visually inspect conditions and appearance of the following:
 - a. Connection terminals inter cell/battery connectors, cables and associated hardware.
 - b. Cell/battery covers, containers, and post seals.
 - c. Battery racks or cabinets and associated components and hardware.
 - d. Cell/battery jar or cover, noting any excessive distortion.
3. Perform cleaning of all accessible surfaces as required.
4. Reporting of Battery Update Visit:
 - a. The technician(s) will issue the customer a verbal report summarizing the work that was performed, condition of the battery and identifying any critical issues before leaving the customer's site.
 - b. A Field Activity Report containing applicable notes and observations will be sent to the customer within 5 business days.

Eaton is a trademark of Eaton Corporation



LIMITED FACTORY WARRANTY FOR EATON BATTERY PRODUCTS

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton Corporation, an Ohio Corporation ("Eaton").

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-User") of the Eaton brand VRLA Battery Products (the "Product") and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-User. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

WHAT THIS LIMITED WARRANTY COVERS: Eaton warrants, within the terms of this Warranty, that the Eaton brand VRLA Battery Products, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. A battery will not be considered defective or nonconforming if it has delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. If a properly maintained battery fails to meet 80% of its rated capacity, Eaton will replace the battery part or apply credit towards the purchase of a new battery.

For Product installed (and currently located) in the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (including the costs of providing diagnosis, service, and labor ["labor coverage"]). The defective Warranted Item will be replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

For Product installed (and currently located) outside the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (not including the costs of labor coverage). The defective Warranted Item will be refurbished or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed (and currently located) in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product installation for labor coverage and for (a) Eaton brand batteries, two hundred (200) watts per cell and greater, thirty-six (36) months from the date of installation or forty-two (42) months from the manufacturing date code listed on the battery, whichever occurs first, or, (b) Eaton brand batteries less than 200 watts per cell, twenty-four (24) months from the date of installation or thirty (30) months from the manufacturing date code listed on the battery, whichever occurs first for the refurbishment/replacement of parts.

The period covered by this Warranty for Product installed (and currently located) outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, End-User's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; (f) Claims for full replacement not made within three (3) months of failure; (g) failure to have both the initial and replacement batteries installed by an authorized Eaton Corporation Service Engineer (in USA) or Agent (outside of USA); (h) claims resulting from an epidemic part failure by the battery OEM.

It is recommended for optimal battery life and discharge performance to keep the ambient air temperature the battery is used in at 25°C. Eaton battery cabinets are rated at 25°C +/- 3°C ambient unless otherwise specified in writing by Eaton. This Warranty is not valid: if the Product's serial numbers or manufacturing date codes have been removed or are illegible; if each battery is not the proper size, design, and capacity for its intended applications at 25°C (77°F); if the product discharge depth and frequency exceed during the warranty period 225 Cycles at 30% depth, 185 Cycles at 50% depth or 100 Cycles at 100% depth.



Powering Business Worldwide

Warranty period shall be adjusted based on operating temperatures, frequency, and depth of discharge. For every 10°C (18°F) increase in operating temperature above 25°C (77°F), the coverage period will be reduced by 50%. If the discharge rate is in excess of 4 complete discharges per month (96 or 144 complete discharges over the Coverage period), this will be considered cyclical service and thus void the warranty period. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Eaton does not provide a labor warranty for Product located outside of the fifty (50) United States or the District of Columbia. Non Eaton brand batteries shall pass the original manufacturer's warranty through to the Purchaser.

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort (including negligence and strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-User must; use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-User (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-User.

OBTAINING WARRANTY SERVICE: In the United States, call the Eaton Customer Reliability Center 7x24 at 800-843-9433. Outside of the United States, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the United States at 919-870-3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ELEVATED WATER STORAGE TANK ANTENNA MANAGEMENT SERVICES, ACCEPT A PROPOSAL FROM DIXON ENGINEERING, INC. TO PROVIDE FUTURE ELEVATED WATER STORAGE TANK ANTENNA MANAGEMENT SERVICES, 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 elevated water storage tank antenna management services performed by Dixon Engineering, Inc.
2. It is also recommended the City Council accept a proposal from Dixon Engineering, Inc. to provide future elevated water storage tank antenna management services.
3. It is estimated the total cost for the antenna management services will be approximately \$20,000.00.
4. Funds are available in the water fund capital account number 591-591-55900-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the elevated water storage tank antenna management services.
2. The City Council does hereby accept a proposal from Dixon Engineering, Inc. to perform future elevated water storage tank antenna management services.
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 September 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: August 22, 2022

Subject: Elevated Water Storage Tank Access and Oversight

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: September 6, 2022

RECOMMENDATION:

It is recommended the City Council authorize the firm of Dixon Engineering, Inc. to perform the elevated water storage tank antenna management services at an annual cost not to exceed \$20,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The elevated water storage tank security and access oversight ensures that contractors and vendors accessing the tanks are monitored and their work is inspected to ensure the integrity of the City's drinking water supply.

DISCUSSION:

The City has been using the services of Dixon Engineering for management of the cellular antenna and site space leases since February of 2016. The level of effort and cost of Dixon's services normally do not warrant City Council approval. However, the first two months of this year have reached over 50% of the expenditure limit allowed without City Council approval. This is largely due to changes in cellular antenna technology to accommodate the 5G standard along with increased data access requiring antenna replacements.

The use of Dixon Engineering's services provides site access control, work and worker monitoring, and inspection of installations while eliminating the need for Water Plant staff to continually report to the site for these activities. Water Plant staff do not have the expertise to inspect installations for conformity to industry standards and do not regularly climb the elevated tanks for this purpose. The use of Dixon Engineering for these services meets all requirements and ensures integrity of the tank, tank site, and drinking water supply.

BUDGET IMPACT:

The estimated cost not to exceed of \$20,000.00 will be financed from the water fund account 591-591-55900-801.000

CITY OF
Wyoming
MICHIGAN

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

This Contract is made as of the Effective Date between 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: Dixon Engineering, Inc.
(Name of contracting entity)
A Michigan - Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
1104 Third Avenue
(Contractor's street address)
Lake Odessa, MI 48849
(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: August 18, 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:

None

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

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

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: Heather Chapman
Heather Chapman for
Scott G. Smith, City Attorney

Company

BY: [Signature]
(Signature of officer, director or principal of Contractor)
Andrew Acord COO
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 8/22, 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:

<p>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.</p>

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>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.</p>
<p>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).</p>
<p>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.</p>

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



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

June 20, 2022

Mr. Myron Erickson, P.E.
Mr. Robert Veneklasen
City of Wyoming
16700 New Holland Street
Holland, MI, 49424

RE: Antenna Management Services

Dear Myron and Bob:

In July 2021, the City of Wyoming provided Dixon with a purchase order for antenna management services. The funds available with this PO will be invoiced in full during our next invoicing cycle. As previously discussed, the tasks below to assist the City with management of the existing and any future cellular antenna leases on your water storage tanks.

1. Assist with negotiations on new and renewed leases and establish fair lease fees.
2. Engineering review of proposed new installations or proposed modifications to existing installations. This includes a review of the structural impact on the tank, OSHA, public health and future maintenance cost considerations, along with ground equipment layout and fencing.
3. Inspection of completed installations to verify all work meets specifications and any damage has been properly repaired.
4. Preside over preconstruction meetings and provide site observation during construction activities on the site, to verify no activities have occurred that could impact water quality (leaving a hatch open, etc....).
5. Provide site access to contractors conducting routine maintenance activities and climb the tank to verify that no impacts on water quality or other adverse impacts occurred.

We propose fees for these services as follows:

1. \$170 hour for scheduling, project consulting, and lease review. We estimate 10 hours to review all existing leases and generally only a few hours to review proposed

leases. We do not anticipate this task being more than a few thousand dollars in any one year, and in some years, there may be no work required.

2. These fees are already the responsibility of the carrier under your leases and are billed lump sum per our contracts with carriers, either directly to the carrier, or to the City, followed by reimbursement to you by the carrier.
3. These fees are also lump sum and billed the same as task 2.
4. On site observation would be billed at \$115/hour plus \$0.70 cents per mile for travel from our Lake Odessa office. As this would be for new or modified installations, these costs would be the carrier's responsibility per the terms of the new or renewed lease.
5. Fees for this task would be the same as task 4. Initially these costs would be borne by the City for existing leases, but would become the responsibility of the carriers, for new or renewed leases.

Let us know if this scope is acceptable or if you need any changes. At some point we will need to put this into official contract format. We can provide one or we can use the City's contract form if you prefer. If you want to discuss this some more, contact me at (616) 374- 3221, ext. 321.

FOR DIXON ENGINEERING, INC.



Chris Kreiner
Antenna Department Supervisor

ORDINANCE NO. 16-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY ADOPTING SECTION 90-332 IN ARTICLE 3; AMENDING SECTIONS 90-402B, 90-408B, AND 90-413B IN ARTICLE 4B; AND AMENDING SECTION 90-508 IN ARTICLE 5

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-332 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-332 STANDARDS FOR OUTDOOR COOKERS

- (1) All outdoor cookers must be accessory to an existing brick-and-mortar business. The outdoor cooker must be located on the same property as the restaurant.
- (2) Outdoor cookers may not be located in a yard space with street frontage.
- (3) All outdoor cooking operations must be at least 10' from any building.
- (4) No structure, tent, overhang, or canopy may cover an outdoor cooking operation.
- (5) All outdoor cooking operations must be at least 5' away from egress paths and public way.
- (6) If outdoor cooking operation is to be located in a parking lot, at least one parking space on each side of cooking operation must be blocked off with at least 9' of width on each side.
- (7) Outside storage of combustible materials shall not be located within 10' of lot line. Storage distance may be reduced by 3' if storage is stacked less than 6' in height.
- (8) Storage of wood must be located at least 10' from outdoor cooking operation and at least 5' from all combustible buildings.
- (9) All outdoor cookers must be equipped with a spark arrestor on the smoke stack of each unit.
- (10) One (1) steel trash can with cover for hot ash disposal must be provided with each outdoor cooking unit.
- (11) One (1) water can fire extinguisher must be provided within 5' of all outdoor cooking operations. One (1) 3a40bc extinguisher must also be provided if propane is utilized as a fuel source to outdoor cooking operation.

Section 2. That Chapter 90, Article 4B, Section 90-401B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

SEC. 90-402B PERMITTED USES AFTER SPECIAL USE APPROVAL

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent Care Centers
- (6) Outdoor Cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).

Section 3. That Chapter 90, Article 4B, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

SEC. 90-408B PERMITTED USES AFTER SPECIAL USE APPROVAL

The following uses may be permitted in the B-2 business district subject to the approval of the planning commission:

- (1) All principal permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
- (10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (11) College or university.
- (12) Radio or television tower.
- (13) Uses similar to the principal permitted uses of section 90-448 and not listed elsewhere in this chapter as a principal permitted use or special approval use.
- (14) Boardinghouses. Not permitted in the downtown development authority area.
- (15) Cocktail lounges, nightclubs and taverns.
- (16) Adult businesses as defined in section 14-88 of this Code. Not permitted in the downtown development authority area.
- (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Assembly halls and churches.
- (21) Community centers.
- (22) Outdoor Cookers (when accessory to a brick-and-mortar restaurant). (see Sec. 90-332)

Section 4. That Chapter 90, Article 4B, Section 90-413B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

SEC. 90-413B SPECIAL USES

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) All principal permitted uses allowed in the B-2 district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.
- (6) Outdoor Cookers (when accessory to a brick-and-mortar restaurant). (see Sec. 90-332)

Section 5. That Chapter 90, Article 5, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

SEC. 90-508 REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.

Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See Sec. 90-320 for additional requirements.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.
Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see “Commercial greenhouses” & “of less than 1000 sq. ft.”)	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, ER, R-7, B-3, PUD-1	15,000 square feet	Outdoor play of 100 square feet per child for which the facility is designed to care for with a minimum yard area of 1,500 square feet.	Fence at least 4 feet in height to enclose the rear yard.	Lot must front upon a major thoroughfare with drive access directly thereto.
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.

Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50 feet, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.
Public utility buildings, telephone exchange buildings, former stations electric trans-and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—

Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.

The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

- (1) The possible substantial and permanent effect on neighboring property.
- (2) The consistency with the spirit, purpose and intent of this chapter.
- (3) The possible effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
- (4) The tendency of the proposed use to create any type of blight within the immediate area.
- (5) The economic feasibility for the area.
- (6) Any other factor as may relate to the public health, safety and welfare for persons and property.

Section 6. 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

Ordinance No. 16-22

August 30, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Permit Outdoor Cookers When Accessory to a Brick-and-Mortar Restaurant, as a Special Use in the B-1, B-2, and B-3 Districts (Sections 90-332, 90-402B, 90-408B, 90-413B, and 90-508)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 16, 2022. A motion was made by VanDuren, supported by Gilreath-Watts, to recommend to the City Council adoption of Section 90-332 (Outdoor Cookers), and revised Sections 90-402B (Permitted Uses after Special Approval in B-1), 90-408B (Permitted Uses after Special Approval in B-2), 90-413B (Permitted Uses after Special Approval in B-3), and 90-508 (Requirements for Permitted Uses after Special Approval). The proposed Zoning Ordinance text amendments would permit outdoor cookers to be used in the B-1, B-2, and B-3 zoning districts when accessory to a brick-and-mortar restaurant following special use approval. The motion passed 7-1 with Commissioner Hall dissenting.

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

The City of Wyoming currently does not permit the usage of outdoor cookers. In the past, some cookers have been approved on a case-by-case basis through variance approval by the City's Board of Zoning Appeals. Following a building fire that was caused by an unapproved outdoor cooker at a Wyoming restaurant, staff is recommending that a formal approval process be established so that this commonly sought-after cooking equipment can be used and enjoyed in a safe manner.

The proposed ordinance would allow outdoor cookers to be approved in the City's B-1, B-2, and B-3 business districts following special use approval on properties with existing brick-and-mortar restaurants. These districts already allow restaurant usage by right. Staff is recommending that outdoor cookers be permitted as a special use approval, as this requirement would formalize a review process for Planning Commission and staff to ensure that required safety and location standards are observed prior to operation.

community • safety • stewardship

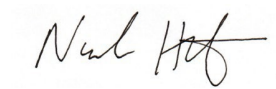
CITY COUNCIL

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

The proposed ordinance utilizes language recommended by the City's Fire Department from the 2018 International Fire Code (IFC) to help mitigate any fire safety concerns.

One member of the public spoke during the public hearing and was not in favor of the proposed ordinance. The proposed zoning code text amendment is attached.

Respectfully submitted,

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

Nicole Hofert, Director
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-332 (Standards for Outdoor Cookers), 90-402B (Permitted Uses After Special Approval in the B-1 Zoning District), 90-408B (Permitted Uses After Special Approval in the B-2 Zoning District), 90-413B (Permitted Uses After Special Approval in the B-3 Zoning District), and 90-508 (Requirements for Permitted Uses After Special Approval) (Wyoming Planning Staff).

Meagher explained that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified that outdoor cookers may be compatible with the B-1, B-2, and B-3 zoning districts as a special use when accessory to a brick-and-mortar restaurant.

Meagher said that in the past, staff has received inquiries from restaurant owners regarding provisions for approving outdoor cookers for food preparation usage. Currently, outdoor cookers are not permitted in the City. Some outdoor cookers have been approved on a case-by-case basis through variance approval by the City's Board of Zoning Appeals, but a codified zoning section with use and location specifications has never been established. Following a building fire that was caused by an unapproved outdoor cooker at a Wyoming restaurant, staff is recommending that a formal approval process be established so that this commonly sought-after cooking equipment can be used and enjoyed in a safe manner.

Meagher spoke to the board saying that the City's B-1, B-2, and B-3 zoning districts already allow restaurant usage by right. Staff is recommending that outdoor cookers be permitted as a special use approval, as this requirement would allow the Planning Commission and staff to ensure that required safety and location standards are observed prior to operation. Meagher explained that the proposed ordinance utilizes language recommended by the City's Fire Department from the 2018 International Fire Code (IFC) to help mitigate any fire safety concerns.

Meagher said that in reference to the Master Plan's Future Land Use Map, a majority of the City's business zoning districts are classified as either "Corridor Commercial" or "Neighborhood Commercial Centers". Outdoor cooker usage would align with both future land use designations and may continue to help achieve the Master Plan's goal of creating vibrant, equitable, and safe commercial districts throughout the community.

Meagher stated that the Development Review Team recommends that Planning Commission adopt the proposed text amendment to Zoning Code *Sections 90-402B, 90-408B, 90-413B, 90-332, and 90-508*; and recommends the same to City Council.

Micele opened the public hearing at 7:07 PM.

Amy Payne, 2539 Byron Center Ave SW Wyoming, MI 49509, said that she owns Two Guys Brewing and to date, the business has been using the outdoor smoker and said that it was included in the original plan that was approved by the city. She said that she doesn't know what has changed. Payne said that the City of Wyoming has a reputation of being slightly anti-business, particularly anti-small business. She spoke about obtaining a variance and said it is very difficult for a small business because financially it costs a lot of money to hire professional people. Payne said that she understands the variance process, but nobody wants to fight city hall because it is a losing battle. She spoke about the process of applying for outdoor seating during COVID and how it was a relatively easy process where they didn't have to hire lawyers or an engineer. She said that the temporary outdoor seating process is not typically how the way things are done in Wyoming to their experience. She thanked the city workers for working on this and said that it is a big concern for small businesses because some small businesses can't put in variances because they can't afford to pay a professional.

Micele closed the public hearing at 7:10 PM.

A motion was made by VanDuren, supported by Gilreath-Watts, to adopt the proposed text amendment to Zoning Code *Sections 90-402B, 90-408B, 90-413B, 90-332, and 90-508*; and recommends the same to City Council.

Hall spoke about code 90-332 section 1 & 2 and wanted to know the thinking behind the cooker being an accessory to an existing brick and mortar. Hall also wanted to know why the cooker would not be able to be located in yard space with street frontage.

Meagher said that the reasoning behind section 1 was that staff wanted the cookers to be associated with existing restaurant usages. The 2nd standard is due to aesthetics to make sure that smokers are being placed in side and rear yards away from street frontages.

Hall asked if it would make more sense to specify the places where the cookers would not be permitted.

Meagher stated that it was staff's goal to provide an opportunity for existing restaurants to have an additional cooking apparatus at their site.

Hall commented that code enforcement is complaint-based and police don't pull people over for no reason. Hall used Two Guys as an example and said that they are licensed and have been in business so it seems silly that they would be required to get approval for something that is core to what they do. Hall said that it seems to go against the attitude we have in general and he wonders if that has been considered and it seems heavy-handed. Hall agrees that there should be standards for outdoor cookers. Hall said that he likes the idea of someone being able to start up a business and asked staff if someone wanted to go on the corner of a street and sell food if it would be allowed.

Meagher said that currently setting up a cooker and selling from any commercial lot is not permitted and it is enforced.

Hall asked if a business owner approves someone to operate a food truck on their property and one of them uses a smoker to cook ribs would that require a variance or special use or is it not required?

Meagher said that if they wanted to use a smoker it would have to be part of the food truck or attached to a trailer and it is part of the food truck ordinance.

Weller asked if there would be hours of operation or if it is the same as food trucks which are 7:00 AM-9:00 PM.

Meagher stated that the applicant would have to provide the hours of operation and the planning commission would have the ability to approve, deny, or provide a recommendation based on that.

Weller asked about the metro cruise and what would be required for food trucks and smokers for a 3-day event.

Meagher stated that the city has a special event program that is a separate permit where some fees are waived for the temporary event.

Gilreath-Watts asked what would be considered an outdoor cooker.

Meagher explained that any type of cooking that would be performed outside in a commercial setting would be considered an outdoor cooker.

Micele asked if the restaurant owner would have to fill out a special permit or license.

Meagher stated that the application would be like all other special use requests where the applicant is required to complete an application and provide a narrative that describes how the cooker would be utilized and provide a drawing that shows where the cooker will be located. It is standard with all other special use approvals.

Arnoys used Two Guys as an example saying that they have been approved for what they have been doing and now we want to put these standards in place. He asked if they would still have to go through the process or if we could streamline the process to assist in order to not shut them down.

Meagher stated that staff is unsure if the cooker that Two Guys is currently using was ever approved. Meagher said that there were a couple of variances that are approved for other

locations in the city, but staff is not aware of Two Guys having approval in place. Meagher said that the city is always willing to work with them to help them through the process.

Arnoys asked if staff knows of any other businesses that currently have cookers and what the scope is if this is enacted.

Meagher stated that staff is aware of two businesses that have approved variances but would have to look at the data to confirm any others.

Micile asked if all of the existing businesses that currently operate with cookers will have to go through the same process.

Meagher stated that if the business does not have any other approvals then it would have to come before the board to request a special use approval.

Micile asked if a new business were to open if this process would be part of the licensing for the City of Wyoming and wanted to know if they would still have to go through the special use approval process.

Meagher confirmed that this approval would be part of the licensing. Meagher noted that staff has received calls from business owners asking if they could use outdoor cookers but they have never been approved since it is not defined in the code. This would create a process for approving those requests.

VanDuren asked if the special use approval would streamline the process since a variance would not be required.

Meagher confirmed that it creates a due process for the applicant rather than approving the cookers on a case-by-case basis. It sets the standards clearly of what they need to meet to get approval.

Hall stated that he thinks it would be a major investment for a small business if the smokers are to be attached to the building.

Micile asked staff to confirm if the cookers are to be attached to the building or if they can be stand-alone.

Hall said that the code reads that all cookers must be accessory to the existing building

Smith explained that accessory means the cooker is part of the business and does not mean that the cooker is part of the structure. The expectation is that the cooker will likely be freestanding and will not need to be physically connected to the building. Smith addressed the board and clarified that the reason staff did not want to prohibit certain types of uses was because

restaurants already go through health inspections and it allows the city to use lighter regulation. For someone wanting to sell food out of a gas station parking lot, we would have to check to ensure that they had the proper licensing similar to food trucks.

Hall said that he is not a fan of the food truck ordinance. Hall said that if a business owner wanted to be able to sell their food the city should be more receptive to encourage that and the fact that food trucks have to jump through hoops here that they don't have to in neighboring communities doesn't reflect the city of vision and progress and it makes him uncomfortable. Hall said that it is a free country so someone should be able to set up a smoker in their front yard and sell ribs. He would hope that we would fall on the side of leniency and permissiveness versus saying no and regulating it and he thinks this ordinance has crossed over into that and that is why he is uncomfortable.

Smith clarified that if someone were to set up a smoker and sell food in a location that didn't have a food truck licensing ordinance, they would violate the health code so the city is just checking to make sure that they have already received approval from the health department.

Hall asked if an outdoor cooker could be set up at Rogers Plaza as long as they have approval from the health department.

Smith explained that they would have to be set up as a food truck to be permitted.

Hall said that to him the city is limiting options for small businesses which makes him uncomfortable.

A vote on the motion that Planning Commission adopt the proposed text amendment to Zoning Code Sections 90-402B, 90-408B, 90-413B, 90-332, and 90-508; and recommend the same to City Council passed with the vote count being 8 of the commissioners voting yes and 1 against. Arnoys, Gilreath-Watts, Randall, VanDuren, Weller, Zapata and Micele voted in favor. Hall voted against.

AGENDA ITEM NO. 2

Request to amend Form Based Code Sections 90-1203 (Form Based Code Departures) and 90-2100 (Applicability) (Wyoming Planning Staff).

Smith spoke about the City's Form Based Zoning Code saying that it establishes regulations that emphasize the physical character of developments by building type. For each building type, there are build-to lines, build-to zones, or setbacks as well as site coverage and façade width requirements. Smith said that public infrastructure could make some sites unbuildable or nonviable, if staff are not authorized to allow reasonable departures from site dimensional requirements. Staff has identified those standards and recommended limitations on staff

Article 3 – General Requirements
CITY OF WYOMING ZONING ORDINANCE

- (e) The fees, costs, or contractual provision required by the owner in order to share an existing tower or structure or to adapt an existing facility or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
- (f) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- (g) The applicant demonstrates that an alternative technology that does not require the use of towers or structures (e.g. a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system) is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

(Code 1983, § 60.99; Ord. No. 15-97, § 15, 6-16-97; Ord. No. 21-98, § 8, 10-5-98)

Sec. 90-330 EXTERIOR LIGHTING

Exterior house or yard lighting shall be arranged or shielded to reflect away from and not illuminate adjoining properties.

(Ord. No. 15-16, 11-7-16)

Sec. 90-331 STANDARDS FOR MOBILE FOOD VENDORS

In all Commercial and Industrial Zone Districts; commercial areas of planned unit developments; and other locations where permitted with limitations, mobile food vendors are permitted subject to compliance with the following standards:

- (1) Permits shall be valid for 12 consecutive months and shall be renewed annually.
- (2) Hours of mobile food vendor operation shall be between 7:00 a.m. and 9:00 p.m.
- (3) Operations shall only occur on paved lots and shall not reduce the area required for parking for any other use on the lot.
- (4) Operations shall be at least 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (5) Operations shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (6) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle.
- (7) Signs must be permanently affixed to or painted on the mobile food unit and shall not project from the vehicle.
- (8) Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.
- (9) No mobile food vendor unit may be stored after hours on any operations site.

(Ord. No. 15-16, 11-7-16)

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<small>• Site Plans • Special Land Uses • Condominiums • PUDs</small>
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 3 – General Requirements
CITY OF WYOMING ZONING ORDINANCE

Sec. 90-332 STANDARDS FOR OUTDOOR COOKERS

In the B-1, B-2, and B-3 Zoning Districts, outdoor cookers may be utilized when accessory to a brick-and-mortar restaurant following special use approval. All outdoor cookers are subject to compliance with the following standards:

- (1) All outdoor cookers must be accessory to an existing brick-and-mortar business. The outdoor cooker must be located on the same property as the restaurant.
- (2) Outdoor cookers may not be located in a yard space with street frontage.
- (3) All outdoor cooking operations must be at least 10’ from any building.
- (4) No structure, tent, overhang, or canopy may cover an outdoor cooking operation.
- (5) All outdoor cooking operations must be at least 5’ away from egress paths and public way.
- (6) If outdoor cooking operation is to be located in a parking lot, at least one parking space on each side of cooking operation must be blocked off with at least 9’ of width on each side.
- (7) Outside storage of combustible materials shall not be located within 10’ of lot line. Storage distance may be reduced by 3’ if storage is stacked less than 6’ in height.
- (8) Storage of wood must be located at least 10’ from outdoor cooking operation and at least 5’ from all combustible buildings.
- (9) All outdoor cookers must be equipped with a spark arrestor on the smoke stack of each unit.
- (10) One (1) steel trash can with cover for hot ash disposal must be provided with each outdoor cooking unit.
- (11) One (1) water can fire extinguisher must be provided within 5’ of all outdoor cooking operations. One (1) 3a40bc extinguisher must also be provided if propane is utilized as a fuel source to outdoor cooking operation.

(Ord. No. __-__, __-__-__)

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
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Use Table	Zoning Map				

B-1 Local Business District

Sec. 90-401B PRINCIPAL PERMITTED USES

In the B-1 business district, the following uses are permitted:

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
 - (a) Laundry agency.
 - (b) Self-service laundry and dry cleaning.
 - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
 - (d) Dressmaking.
 - (e) Millinery.
 - (f) Tailor and pressing shop.
 - (g) Shoe repair shop.
- (6) Equipment services as follows:
 - (a) Radio or television shop.
 - (b) Electric appliance shop.
 - (c) Watch repair shop.
 - (d) Shoe repair shop.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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Use Table	Zoning Map				

Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
 - (a) Grocery, baked goods and delicatessen.
 - (b) Restaurant.
 - (c) Ice cream stand or shop.
 - (d) Uses similar to the above.
- (8) Offices as follows:
 - (a) Business.
 - (b) Medical.
 - (c) Professional.
- (9) Personal services as follows:
 - (a) Barbershop.
 - (b) Beauty shop.
 - (c) Health salon.
 - (d) Photographic studio.
 - (e) Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
 - (a) Drugstore.
 - (b) Hardware store, paint and wallpaper.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE**

- (c) Stationer.
 - (d) News dealer.
 - (e) Apparel shop.
 - (f) Household appliances.
 - (g) Flower shop.
 - (h) Gift shop.
 - (i) Variety stores.
 - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical culture facilities, gymnasiums, and reducing salons
- (15) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.
- (Code 1983, § 60.52; Ord. No. 2-96, § 1, 2-20-96; Ord. No. 8-00, § 2, 5-15-00; Ord. No. 3-11, § 2, 5-2-11)

Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent Care Centers
- (6) **Outdoor Cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).**

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
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**Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE**

(Code 1983, § 60.53; Ord. No. 02-08, § 1, 2-4-08; Ord. No. 02-09, § 1, 4-6-09; Ord. No. 3-11, § 3, 5-2-11; Ord. No. 17-14, § 1, 8-4-14)

Sec. 90-403B REQUIRED CONDITIONS

The following conditions are required for all uses in the B-1 business district:

- (1) All business, service, processing or storage shall be conducted wholly within a completely enclosed building. All lighting in connection with permitted business uses shall be so arranged as to reflect away from all adjoining residence buildings or residentially zoned properties.
- (2) All business or service establishments shall be for the purpose of dealing directly with consumers. All goods produced or processed on the premises shall be sold at retail on the premises where produced or processed.

(Code 1983, § 60.54)

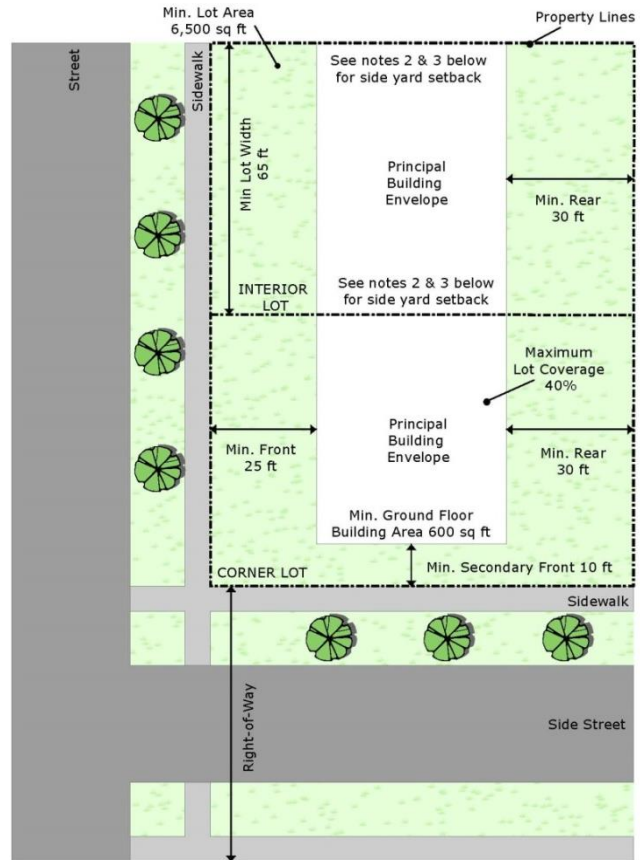
Sec. 90-404B DEVELOPMENT STANDARDS

Minimum Lot Area (1)(5)	6,500 sq ft
Minimum Lot Width (1)(5)	65 ft
Minimum Front Yard (4)(5)	25 ft
Minimum Rear Yard (3)	30 ft
Minimum Side Yard (2)(3)	

Minimum Ground Floor Building Area	600 sq ft
Maximum Building Height	35 ft
Maximum Lot Coverage	40%

Sec. 90-405B SPECIFIC REQUIREMENTS

- (1) Lots existing prior to June 3, 1991 may be utilized for building purposes provided that they are at least 40 feet in width, 4,000 square feet in area and that minimum required yard setbacks can be met.



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Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (2) Not required unless property abuts a residentially or industrially zoned district, in which case the minimum yard setback shall be 20 feet for that side yard abutting the residentially or industrially zoned district.
- (3) Where a B-1 business district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the B-1 business district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the B-1 business district and the residentially zoned district, no fence is required.
- (4)
 - (a) For the secondary front yard, there shall be a minimum front yard setback of ten feet except for along major thoroughfares where the minimum setback shall be 25 feet.
 - (b) A landscaped greenbelt, as described in section 90-64, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.

Sec. 90-406B ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

(2) Development Procedures

- (a) Special land uses. Section 90-507
- (b) Site Plan. Section 90-500
- (c) Site Condominiums. Section 90-509

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (3) Administration and Enforcement**
- (a) Board of Zoning Appeals. Article 10
 - (b) Permits. Section 90-1008
 - (c) Non-conforming lot and uses. Article 9

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
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Use Table	Zoning Map				

B-2 General Business District

Sec. 90-407B PRINCIPAL PERMITTED USES

- (1) All uses permitted in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms, excluding outdoor storage or display of sales product.
- (7) Business schools or private schools operated for a profit.
- (8) Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations.
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.
- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
 - (a) Indoor theater.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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Use Table	Zoning Map				

Article 4B – B2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (b) Bowling alley.
- (c) Dancehall.
- (d) Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
- (17) Off-street parking.
- (18) Reserved.
- (19) Reserved.
- (20) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (21) Reserved.
- (22) Athletic training facility.

(Code 1983, § 60.55; Ord. No. 15-99, § 2, 11-15-99; Ord. No. 03-07, § 1, 2-5-07; Ord. No. 7-09, § 6, 12-21-09; Ord. No. 14-12, §§ 2, 3, 1-7-13; Ord. No. 12-13, § 5, 9-3-13; Ord. No. 5-14, § 1, 3-17-14)

Sec. 90-408B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

- (1) All principal permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4B – B2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
- (10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (11) College or university.
- (12) Radio or television tower.
- (13) Uses similar to the principal permitted uses of section 90-448 and not listed elsewhere in this chapter as a principal permitted use or special approval use.
- (14) Boardinghouses. Not permitted in the downtown development authority area.
- (15) Cocktail lounges, nightclubs and taverns.
- (16) Adult businesses as defined in section 14-88 of this Code. Not permitted in the downtown development authority area.
- (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Assembly halls and churches.
- (21) Community centers.
- (22) **Outdoor Cookers (when accessory to a brick-and-mortar restaurant). (see Sec. 90-332)**

(Code 1983, § 60.56; Ord. No. 15-97, §§ 3, 4, 6-16-97; Ord. No. 21-98, § 2, 10-5-98; Ord. No. 15-99, § 3, 11-15-99; Ord. No. 12-00, § 2, 7-17-00; Ord. No. 10-01, § 3, 5-21-01; Ord. No. 15-01, § 2, 8-6-01; Ord. No. 19-03, § 1, 10-6-03; Ord. No. 02-07, § 1, 1-8-07; Ord. No. 03-07, § 2, 2-5-07; Ord. No. 7-09, § 6, 12-21-09; Ord. No. 3-11, §§ 4, 5, 5-2-11; Ord. No. 17-14, § 2, 8-4-14)

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 		
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code	
Use Table	Zoning Map					

Article 4B – B2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

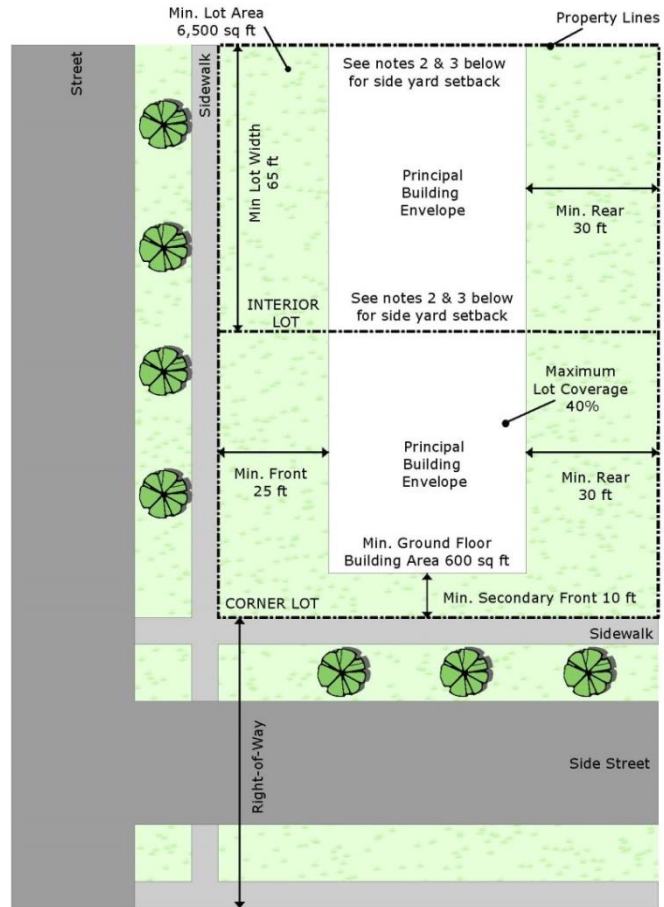
Sec. 90-409B DEVELOPMENT STANDARDS

Minimum Lot Area (1)(5)	6,500 sq ft
Minimum Lot Width (1)(5)	65 ft
Minimum Front Yard (4)(5)	25 ft
Minimum Rear Yard (3)	30 ft
Minimum Side Yard (2)(3)	

Minimum Ground Floor Building Area	600 sq ft
Maximum Building Height	35 ft
Maximum Lot Coverage	40%

Sec. 90-410B SPECIFIC REQUIREMENTS

- (1) Lots existing prior to June 3, 1991 may be utilized for building purposes provided that they are at least 40 feet in width, 4,000 square feet in area and that minimum required yard setbacks can be met.
- (2) Not required unless property abuts a residentially or industrially zoned district, in which case the minimum yard setback shall be 20 feet for that side yard abutting the residentially or industrially zoned district.
- (3) Where a B-2 district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the B-2 business district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the B-2 business district and the residentially zoned district, no fence is required.
- (4)
 - (a) For the secondary front yard, there shall be a minimum front yard setback of ten feet except for along major thoroughfares where the minimum setback shall be 25 feet.



1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4B – B2 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (b) Parking shall not be permitted in the required front yard and secondary front yard setbacks, except that parking may be permitted in conjunction with site plan approval in that portion of the required front yard located more than 25 feet from the street right-of-way of property which abuts 28th Street.
 - (c) A landscaped greenbelt, as described in section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.
- (5) For all properties which border 28th Street, the front lot line shall be deemed as bordering 28th Street, the minimum front yard shall be 50 feet, the minimum lot width shall be 100 feet and the minimum lot depth shall be 200 feet.

Sec. 90-411B ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

(2) Development Procedures

- (a) Special land uses. Section 90-507
- (b) Site Plan. Section 90-500
- (c) Site Condominiums. Section 90-509

(3) Administration and Enforcement

- (a) Board of Zoning Appeals. Article 10
- (b) Permits. Section 90-1008
- (c) Non-conforming lot and uses. Article 9

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<small>• Site Plans • Special Land Uses • Condominiums • PUDs</small>
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Use Table	Zoning Map				

B-3 Planned Shopping Business District

Sec. 90-412B PRINCIPAL PERMITTED USES

In the B-3 business district the following uses are permitted:

- (1) Uses permitted in the B-1 district.
- (2) Department, variety and general merchandise stores.

(Code 1983, § 60.57; Ord. No. 14-12, § 4, 1-7-13)

Sec. 90-413B SPECIAL USES

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) All principal permitted uses allowed in the B-2 district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.
- (6) **Outdoor Cookers (when accessory to a brick-and-mortar restaurant). (see Sec. 90-332)**

(Code 1983, § 60.58; Ord. No. 15-97, § 5, 6-16-97; Ord. No. 21-98, § 3, 10-5-98; Ord. No. 02-09, § 2, 4-6-09; Ord. No. 7-09, § 7, 12-21-09; Ord. No. 3-11, § 9, 5-2-11; Ord. No. 17-14, § 3, 8-4-14)

Sec. 90-414B SITE PLAN REVIEW AND SPECIAL CONDITIONS

Site plan review is required of all principal uses in accordance with this chapter. The submitted site plan must encompass the total property of the applicant that is zoned B-3 business district. All designs in the site plan must be compatible with the designs of the adjoining sites.

(Code 1983, § 60.59)

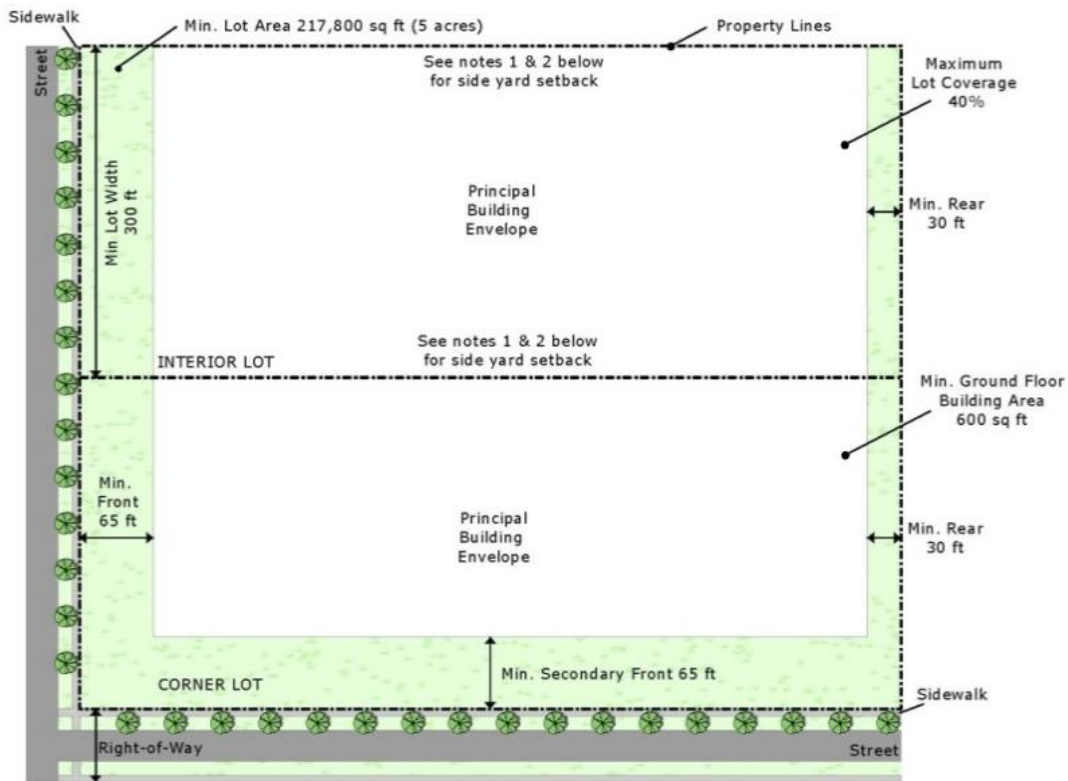
1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
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Article 4B – B3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

Sec. 90-415B DEVELOPMENT STANDARDS

Minimum Lot Area 217,800 sq ft
 Minimum Lot Width (4) 300 ft
 Minimum Front Yard (3)(4) 65 ft
 Minimum Rear Yard (2) 30 ft
 Minimum Side Yard (1)(2)

Minimum Ground Floor Building Area 600 sq ft
 Maximum Building Height 35 ft
 Maximum Lot Coverage 40%



Sec. 90-416B SPECIFIC REQUIREMENTS

- (1) Not required unless property abuts a residentially or industrially zoned district, in which case the minimum yard setback shall be 20 feet for that side yard abutting the residentially or industrially zoned district.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration
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Use Table	Zoning Map			

Article 4B – B3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (2) Where a B-3 business district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the B-3 business district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the B-3 business district and the residentially zoned district, no fence is required.
- (3)
- (a) For the secondary front yard, there shall be a minimum front yard setback of 65 feet.
 - (b) Parking shall not be permitted in the required front yard and secondary front yard setbacks, except that parking may be permitted in conjunction with site plan approval in that portion of the required front yard located more than 25 feet from the street right-of-way of all property in the B-3 business district.
 - (c) A landscaped greenbelt, as described in Section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.

Sec. 90-417B ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

(2) Development Procedures

- (a) Special land uses. Section 90-507
- (b) Site Plan. Section 90-500
- (c) Site Condominiums. Section 90-509

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 		
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code	
Use Table	Zoning Map					

Article 4B – B3 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (3) Administration and Enforcement**
- (a) Board of Zoning Appeals. Article 10
 - (b) Permits. Section 90-1008
 - (c) Non-conforming lot and uses. Article 9

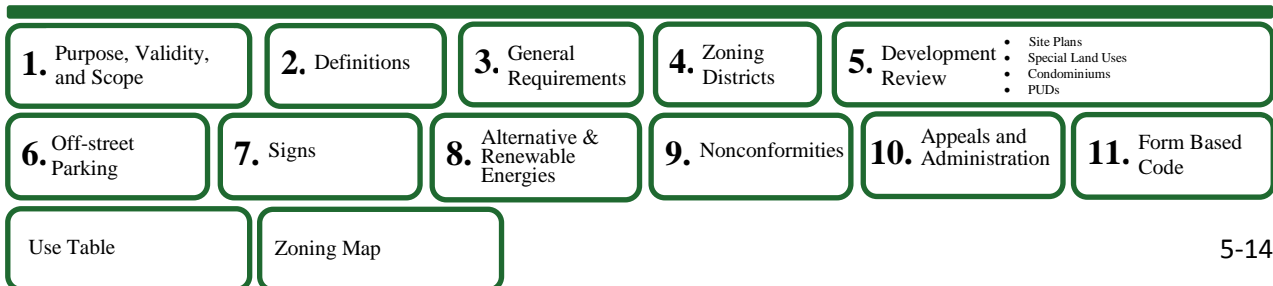
1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
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Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE

- (a) The possible substantial and permanent adverse effect on neighboring property.
 - (b) The consistency with the spirit, purpose and intent of this chapter.
 - (c) The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
 - (d) The tendency of the proposed use to create any type of blight within the immediate area.
 - (e) The economic feasibility for the area.
 - (f) Any other factor as may relate to the public health, safety and welfare for persons and property.
 - (g) That all other provisions of this chapter are met for the proposed use.
- (4) Prior to granting approval for or denying a special use application, the planning commission shall make findings of fact as to the above standards. If the planning commission fails to make findings of fact as required by this section, the special use shall be null and void and no building or occupancy permit shall be issued.
- (5) If any property functioning under a special use approval status ceases to be utilized for said special use for a continuous period of more than one year, then said special use status shall automatically be voided. Any application to reintroduce said special use must be processed in the same manner as a new special use, as required in this section.

Sec. 90-508 REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL

The following conditions shall be met for all special use approvals granted by the planning commission:



Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See Sec. 90-320 for additional requirements.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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**Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.
Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see “Commercial greenhouses” & “of less than 1000 sq. ft.”)	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
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**Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, ER, R-7, B-3, PUD-1	15,000 square feet	Outdoor play of 100 square feet per child for which the facility is designed to care for with a minimum yard area of 1,500 square feet.	Fence at least 4 feet in height to enclose the rear yard.	Lot must front upon a major thoroughfare with drive access directly thereto.
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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**Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50 feet, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.
Public utility buildings, telephone exchange buildings, former stations electric trans-and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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Article 5 – Development Review
CITY OF WYOMING ZONING ORDINANCE

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—

Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.

The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

- (1) The possible substantial and permanent effect on neighboring property.
- (2) The consistency with the spirit, purpose and intent of this chapter.
- (3) The possible effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
- (4) The tendency of the proposed use to create any type of blight within the immediate area.
- (5) The economic feasibility for the area.
- (6) Any other factor as may relate to the public health, safety and welfare for persons and property.

(Code 1983, § 60.75; Ord. No. 15-97, §§ 10, 11, 14, 6-16-97; Ord. No. 18-98, § 2, 8-17-98; Ord. No. 21-98, § 9, 10-5-98; Ord. No. 11-99, § 1, 7-6-99; Ord. No. 15-99, § 4, 11-15-99; Ord. No. 12-00, § 3, 7-17-

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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ORDINANCE NO. 17-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING SECTION 90-203 IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-203 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-203 DEFINITIONS “C”

Caliper: The diameter of a tree trunk, measured at breast height.

Caretaker living quarters: An independent residential dwelling unit designed for and occupied by no more than two persons, where at least one is employed to look after goods, buildings, or property on the parcel on which the living quarters are located.

Carport: A shelter for vehicles consisting of a roof extended from a wall or a building or a partially open structure consisting of a roof and possibly walls. Carports shall comply with all yard requirements applicable to private garages.

Child care/residential care facilities:

- (1) *Child care facility:* A facility for the care of children under 18 years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Human Services.
- (2) *Child care centers, nursery schools, and day nurseries:* A facility, other than a private residence, receiving pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.
- (3) *Family day care home (six or fewer children less than 24 hours per day):* A private home in which one but less than six minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.
- (4) *Group day care home (seven to 12 children less than 24 hours per day):* A private home in which more than seven but not more than 12 children are given

care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

- (5) *Foster family group home:* A private home in which more than four, but less than seven children, who are not related to an adult member of the household by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.
- (6) *Foster family home:* A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

Church or other place of worship: A site used for the regular assembly of persons for the conduct of religious services and related accessory uses. Accessory uses may include rectories, living quarters for church ministry and other members of the religious order who carry out their duties primarily on the site, religious education classes, day care, outdoor recreation facilities, religious office space and youth centers. Rescue missions, tent revivals and other temporary assemblies are not included in this definition.

City officials:

- (1) *City council or council:* The elected, legislative body of the City of Wyoming.
- (2) *Building official or building inspector:* Means the Registered Building Official or that person's designee.
- (3) *Planning commission or commission:* The planning commission of the City of Wyoming, as appointed by the mayor and endorsed by the city council, pursuant to the Municipal Planning Act.
- (4) *City planner:* The administrator of the planning department for the City of Wyoming.
- (5) *Board of zoning appeals or board:* The board of zoning appeals of the City of Wyoming. Members are appointed by city council pursuant to the zoning act.

Clinic, medical: An establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery.

Club: A nonprofit organization of persons for charitable, fraternal or social purposes or for the promulgation of agriculture, sports, arts, science, literature, politics or the like, but not operated to espouse beliefs or further activity that is not in conformance with

the Constitution of the United States or any laws or ordinances. The facilities owned or used by the organization may be referred to as a "club" in this chapter.

Commercial use: The use of property for retail sales or similar businesses where goods or services are sold or provided directly to the consumer. As used in this chapter, "commercial use" shall not include industrial, manufacturing, or wholesale businesses.

Commercial vehicle: Any vehicle bearing or required to bear commercial license plates and which falls into one or more of the following categories:

- (1) Truck tractor;
- (2) Semi-trailer, which shall include flat beds, stake beds, roll-off containers, tanker bodies, dump bodies and full or partial box-type enclosures.
- (3) Refrigerated and box van vehicles of a type that are commonly used for the delivery of ice cream, milk, bread, fruit or similar vending supply or delivery trucks.
- (4) Tow trucks.
- (5) Commercial hauling trucks.
- (6) Vehicle repair service trucks.
- (7) Snow plowing trucks.
- (8) Any other vehicle with a commercial license plate having a gross vehicle weight in excess of 10,000 pounds or a total length in excess of 22 feet.
- (9) Limousine.

Community center: A government or nonprofit facility used for recreational, social, educational, cultural services and activities. Services may be targeted to certain populations (e.g. youth, seniors) but membership is available to the general public. Examples of services include: tax assistance, fitness training, senior meals, after school tutoring sessions, food pantries and public assemblies. This use does not include schools, places of worship, banquet facilities, social or service club, or counseling services. A community center is different than a neighborhood center, which is a use that is accessory to a residential development.

Community special event: A temporary outdoor use that extends beyond the normal uses and standards allowed by the zoning ordinance of the city. Special events include auto shows, art shows, festivals and nonprofit fund raisers of community-wide interest.

Condominium:

- (1) *Building area:* The portion of the condominium project designed and intended for separate ownership as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, or recreational use as a time-share unit or any other type of use.

- (2) *Condominium*: A system of separate ownership of individual units and/or multiple-unit projects according to the Condominium Act.
- (3) *Condominium Act*: State of Michigan Public Act 59 of 1978, as amended.
- (4) *Condominium subdivision plan*: Drawings and information which show the size, location, area, and boundaries of each condominium unit, building locations, the nature, location, and approximate size of common elements, and other information required by Section 66 of the Condominium Act.
- (5) *Condominium unit site*: The area designating the perimeter within which the condominium unit must be built. After construction of the condominium unit, the balance of the condominium unit site shall become a limited common element. The term "condominium unit site" shall be equivalent to the term "lot" for purposes of determining compliance of a site condominium subdivision with the provisions of this chapter pertaining to minimum lot size, minimum lot width, minimum lot coverage and maximum floor area ratio.
- (6) *General common element*: The area of common elements other than the limited common elements intended for the common use of all co-owners.
- (7) *Limited common element*: Area of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.
- (8) *Master deed*: The condominium document recording the condominium project as approved by the city including attached exhibits and incorporating, by reference, the approved by-laws for the project and the approved condominium subdivision plan for the project.
- (9) *Site condominium project*: A condominium project designed to function in a similar manner, or as an alternative, to a platted subdivision. A residential site condominium project shall be considered as equivalent to a platted subdivision for purposes of regulation in this chapter.

Contractor's yard: A site on which a building contractor stores equipment, tools, vehicles, building materials, and other appurtenances used in or associated with building or construction. A contractor's yard includes outdoor storage.

Conservation easement: A legal agreement in which the landowner retains ownership of private property, but conveys certain specifically identified rights to a land conservation organization or a public body.

Construction: Any act or process that is carried out under a current and valid building permit consisting of on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facilities or addition thereto, including related activities. Construction implies a diligent continuance of action toward completion, and any construction that has ceased due to expiration of a permit shall be considered inactive.

Convalescent home or nursing home: A nursing care facility, but excluding a hospital or a facility created by Act No. 152 of the Public Acts of 1985, as amended, being Sections 36.1 to 36.12 of the Michigan

Compiled Laws, which provides organized nursing care and medical treatment to seven or more unrelated individuals suffering or recovering from illness, injury, or infirmity.

Curb cut: An opening from the public street to a private driveway or public drive serving an individual site or group of sites.

(Ord. No. 5-11, § 2, 8-1-11)

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

Ordinance No. 17-22

August 30, 2022

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Clarify Definition of Building Official
(Section 90-203)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. Vandenberg,

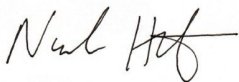
The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 16, 2022. A motion was made by Weller, supported by Zapata, to recommend to the City Council adoption of revised Section 90-203 Building Official text amendment which would clarify that the terms “Building Official” and “Building Inspector” may be used interchangeably in the zoning code. The motion passed unanimously.

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

In the past, staff has received inquiries from property owners and City staff as to whether the terms “building official” and “building inspector” refer to the same person. Throughout the Zoning Code, these terms are used interchangeably. While the current definition for building official does state that the term “building official” includes designees administering and enforcing the Building Codes, the definition does not clearly establish that “building inspector” may be used interchangeably. The proposed language merely clarifies that these two terms refer to the same person and is not intended to change the meaning of these two terms as currently used in the Zoning Code.

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

Respectfully submitted,



Nicole Hofert, Director
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

Smith stated that while researching the allowable departures in the form based code, staff noticed that the minor and major departure tables allow for reductions of site coverage requirements. There are no minimum site coverage requirements in the form based code, but there are maximum site coverage limits. Staff suggests correcting these typos to allow for increases in site coverage maximums at the currently listed percentages.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Sections 90-1203 and 90-2100 and recommends the same to City Council.

Micele opened the public hearing at 7:32 PM. There was no public comment and the public hearing was closed.

A motion was made by Arnoys, supported by Hall, to adopt the recommended text amendment to Zoning Code Sections 90-1203 and 90-2100 and recommends the same to City Council.

Randall asked if staff were to make common sense modifications during the review process would those modifications be noted in their reports to Planning Commission.

Smith confirmed that they would be included in their staff reports.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Section 90-203 (Definitions "C") (Wyoming Planning Staff).

Smith explained that since its adoption, staff has been working to better align the City's Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Smith said that through this review process, staff has identified the "Building official" definition as needing clarification.

Smith said that in the past, staff has received inquiries from property owners and City staff as to whether the terms "building official" and "building inspector" refer to the same person. Throughout the Zoning Code, these terms are used interchangeably. Smith stated that while the current definition for building official does state that the term "building official" includes designees administering and enforcing the Building Codes, the definition does not clearly establish that "building inspector" may be used interchangeably. The proposed language merely clarifies that these two terms refer to the same person and is not intended to change the meaning of these two terms as currently used in the Zoning Code.

Smith stated that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code *Sections 90-203* and recommends the same to City Council.

Micole opened the public hearing at 7:34 PM. There was no public comment and the public hearing was closed.

A motion was made by Weller, supported by Zapata, to adopt the recommended text amendment to Zoning Code *Sections 90-203* and recommends the same to City Council.

A vote on the motion passed unanimously.

NEW BUSINESS

INFORMATIONAL

Learning & Growth

VanDuren introduced Fire Inspector Brad Dornbos to the board to explain the review process the fire department follows.

Dornbos explained the Fire Department's process for what is reviewed during the plan review and building permit review process. Dornbos also explained what happens during inspections and final approval.

VanDuren asked about the follow-up process for inspecting fire extinguishers at apartment buildings.

Dornbos explained that during the rental inspection the rental inspector examines the fire extinguisher to ensure that they have been inspected and are up to code but sprinkler and fire alarms are approved by the fire department.

Micole opened the public hearing at 7:45 PM. There was no public comment and the public hearing was closed.

ADJOURNMENT

The meeting was adjourned at 7:45 PM.

Sec. 90-203 DEFINITIONS "C"

Caliper: The diameter of a tree trunk, measured at breast height.

Caretaker living quarters: An independent residential dwelling unit designed for and occupied by no more than two persons, where at least one is employed to look after goods, buildings, or property on the parcel on which the living quarters are located.

Carport: A shelter for vehicles consisting of a roof extended from a wall or a building or a partially open structure consisting of a roof and possibly walls. Carports shall comply with all yard requirements applicable to private garages.

Child care/residential care facilities:

- (1) *Child care facility:* A facility for the care of children under 18 years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Human Services.
- (2) *Child care centers, nursery schools, and day nurseries:* A facility, other than a private residence, receiving pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.
- (3) *Family day care home (six or fewer children less than 24 hours per day):* A private home in which one but less than six minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.
- (4) *Group day care home (seven to 12 children less than 24 hours per day):* A private home in which more than seven but not more than 12 children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.
- (5) *Foster family group home:* A private home in which more than four, but less than seven children, who are not related to an adult member of the household by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 2 – Definitions
CITY OF WYOMING ZONING ORDINANCE

- (6) *Foster family home:* A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

Church or other place of worship: A site used for the regular assembly of persons for the conduct of religious services and related accessory uses. Accessory uses may include rectories, living quarters for church ministry and other members of the religious order who carry out their duties primarily on the site, religious education classes, day care, outdoor recreation facilities, religious office space and youth centers. Rescue missions, tent revivals and other temporary assemblies are not included in this definition.

City officials:

- (1) *City council or council:* The elected, legislative body of the City of Wyoming.
- (2) *Building official or building inspector:* ~~The officer or other designated authority charged with the administration and enforcement of the Building Codes.~~ Means the Registered Building Official or that person's designee.
- (3) *Planning commission or commission:* The planning commission of the City of Wyoming, as appointed by the mayor and endorsed by the city council, pursuant to the Municipal Planning Act.
- (4) *City planner:* The administrator of the planning department for the City of Wyoming.
- (5) *Board of zoning appeals or board:* The board of zoning appeals of the City of Wyoming. Members are appointed by city council pursuant to the zoning act.

Clinic, medical: An establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery.

Club: A nonprofit organization of persons for charitable, fraternal or social purposes or for the promulgation of agriculture, sports, arts, science, literature, politics or the like, but not operated to espouse beliefs or further activity that is not in conformance with the Constitution of the United States or any laws or ordinances. The facilities owned or used by the organization may be referred to as a "club" in this chapter.

Commercial use: The use of property for retail sales or similar businesses where goods or services are sold or provided directly to the consumer. As used in this chapter, "commercial use" shall not include industrial, manufacturing, or wholesale businesses.

Commercial vehicle: Any vehicle bearing or required to bear commercial license plates and which falls into one or more of the following categories:

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Article 2 – Definitions
CITY OF WYOMING ZONING ORDINANCE

- (1) Truck tractor;
- (2) Semi-trailer, which shall include flat beds, stake beds, roll-off containers, tanker bodies, dump bodies and full or partial box-type enclosures.
- (3) Refrigerated and box van vehicles of a type that are commonly used for the delivery of ice cream, milk, bread, fruit or similar vending supply or delivery trucks.
- (4) Tow trucks.
- (5) Commercial hauling trucks.
- (6) Vehicle repair service trucks.
- (7) Snow plowing trucks.
- (8) Any other vehicle with a commercial license plate having a gross vehicle weight in excess of 10,000 pounds or a total length in excess of 22 feet.
- (9) Limousine.

Community center: A government or nonprofit facility used for recreational, social, educational, cultural services and activities. Services may be targeted to certain populations (e.g. youth, seniors) but membership is available to the general public. Examples of services include: tax assistance, fitness training, senior meals, after school tutoring sessions, food pantries and public assemblies. This use does not include schools, places of worship, banquet facilities, social or service club, or counseling services. A community center is different than a neighborhood center, which is a use that is accessory to a residential development.

Community special event: A temporary outdoor use that extends beyond the normal uses and standards allowed by the zoning ordinance of the city. Special events include auto shows, art shows, festivals and nonprofit fund raisers of community-wide interest.

Condominium:

- (1) *Building area:* The portion of the condominium project designed and intended for separate ownership as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, or recreational use as a time-share unit or any other type of use.
- (2) *Condominium:* A system of separate ownership of individual units and/or multiple-unit projects according to the Condominium Act.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
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Article 2 – Definitions
CITY OF WYOMING ZONING ORDINANCE

- (3) *Condominium Act*: State of Michigan Public Act 59 of 1978, as amended.
- (4) *Condominium subdivision plan*: Drawings and information which show the size, location, area, and boundaries of each condominium unit, building locations, the nature, location, and approximate size of common elements, and other information required by Section 66 of the Condominium Act.
- (5) *Condominium unit site*: The area designating the perimeter within which the condominium unit must be built. After construction of the condominium unit, the balance of the condominium unit site shall become a limited common element. The term "condominium unit site" shall be equivalent to the term "lot" for purposes of determining compliance of a site condominium subdivision with the provisions of this chapter pertaining to minimum lot size, minimum lot width, minimum lot coverage and maximum floor area ratio.
- (6) *General common element*: The area of common elements other than the limited common elements intended for the common use of all co-owners.
- (7) *Limited common element*: Area of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.
- (8) *Master deed*: The condominium document recording the condominium project as approved by the city including attached exhibits and incorporating, by reference, the approved by-laws for the project and the approved condominium subdivision plan for the project.
- (9) *Site condominium project*: A condominium project designed to function in a similar manner, or as an alternative, to a platted subdivision. A residential site condominium project shall be considered as equivalent to a platted subdivision for purposes of regulation in this chapter.

Contractor's yard: A site on which a building contractor stores equipment, tools, vehicles, building materials, and other appurtenances used in or associated with building or construction. A contractor's yard includes outdoor storage.

Conservation easement: A legal agreement in which the landowner retains ownership of private property, but conveys certain specifically identified rights to a land conservation organization or a public body.

Construction: Any act or process that is carried out under a current and valid building permit consisting of on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facilities or addition thereto, including related activities. Construction implies a diligent continuance of action toward completion, and any construction that has ceased due to expiration of a permit shall be considered inactive.

Convalescent home or nursing home: A nursing care facility, but excluding a hospital or a facility created by Act No. 152 of the Public Acts of 1985, as amended, being Sections 36.1 to 36.12 of the Michigan

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Article 2 – Definitions
CITY OF WYOMING ZONING ORDINANCE

Compiled Laws, which provides organized nursing care and medical treatment to seven or more unrelated individuals suffering or recovering from illness, injury, or infirmity.

Curb cut: An opening from the public street to a private driveway or public drive serving an individual site or group of sites.

(Ord. No. 5-11, § 2, 8-1-11)

Sec. 90-204 DEFINITIONS "D"

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep well injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

- (1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.
- (2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
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ORDINANCE NO. 18-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY
 AMENDING SECTION 90-1203 IN ARTICLE 11, DIVISION 2 AND SECTION 90-2100
 IN ARTICLE 11, DIVISION 11

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, Division 2, Section 90-1203 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-424B FORM BASED CODE DEPARTURES

- A. Minor Departures. The City Planner may, at the request of an applicant, waive certain minor building type standards, frontage type standards, and zoning district standards as outlined in Table 90-1203a.
- B. Major Departures. The Planning Commission may, at the request of the City Planner or applicant, waive certain major building type standards or frontage type standards if it finds that the changes are major based on size, scope, and location of the existing or proposed building. Table 90-1203b provides a summary of major departures. Note that changes, other than minor changes or changes due to public infrastructure constraints, to the Zoning District Map shall require a full site plan/ sketch plan.
- C. Public Infrastructure Departures. The City Planner may, at the request of the applicant, waive certain building type standards or frontage type standards as outlined in Table 90-1203c. The intent of allowing these departures is to permit sites intersecting or adjacent to public infrastructure and utility easements to be fully utilized and prevent them from being unbuildable or not economically viable.
- D. Findings for Code Departures. The applicable reviewing body shall find that a departure to the Form Based Code:
 - 1. Does not materially change the circulation and building location on the site;
 - 2. Does not alter the relationship between the buildings and the street;
 - 3. Does not allow a use not otherwise permitted in this Form Based Code; and
 - 4. The departure is the minimum required necessary to meet the intent of the Form Based Code.

TABLE 90-1203a MINOR FORM-BASED CODE DEPARTURES

Minor Departures*	Minor Modification Allowed	Comments/Required Findings
Form-Based Code Context Areas		
1. Minor changes as described in the City of Wyoming Zoning Ordinance, Section 90-1005.	Per Section 90-506	
2. Area/Boundary of Context Area	No more than a 15% increase or decrease in the area.	Measurement shall include the area of the applicable parcel. When possible, boundaries shall follow parcel lines.
Building Types Standards		
1. Building Height	n/a	
2. Façade Composition	n/a	
3. Site Dimensional Requirements	a. Up to 5' for setbacks b. 10% increase to site coverage c. 5% reduction in façade width requirements	a. and b. Existing development on adjacent parcels on the same block face is greater or less than the required setback c. Site constraints prohibit strict application of requirements and/or easements prohibit application of minimum requirements

* Note that departures from the build-to-line and required build-to-zone shall not be permitted.

TABLE 90-1203b MAJOR FORM-BASED CODE DEPARTURES

Major Departures*	Major Modification Allowed	Comments/Required Findings
Form-Based Code Context Areas		
1. Area/Boundary of Context Area	No more than a 30% increase or decrease in the area.	Measurement shall include the area of the applicable parcel. When possible, boundaries shall follow parcel lines.
Building Types Standards		
1. Building Height	n/a	
2. Façade Composition	n/a	
3. Site Dimensional Requirements	a. Up to 10' for setbacks b. 20% increase to site coverage c. 10% reduction in façade width requirements	a. and b. Existing development on adjacent parcels on the same block face is greater or less than the required setback c. Site constraints prohibit strict application of requirements and/or easements prohibit application of minimum requirements
* Note that departures from the build-to-line and required build-to-zone shall not be permitted.		

TABLE 90-1203c PUBLIC INFRASTRUCTURE FORM-BASED CODE DEPARTURES

Public Infrastructure Departures	Public Infrastructure Modification Allowed	Comments/Required Findings
Building Types Standards		
3. Site Dimensional Requirements	a. Up to 75' for build-to lines, build-to zones, and setbacks b. 60% reduction in façade width requirements	Public infrastructure constraints and/or utility easements prohibit strict application of minimum requirements.
* Note that departures from the build-to-line and required build-to-zone shall not be permitted.		

Section 2. That Chapter 90, Article 11, Division 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100 APPLICABILITY

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

DEFINITIONS “A”

Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to Rear Alley.

Apartment Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural Elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in Division 3: Encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance.

At-Grade Frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

DEFINITIONS “B”

Balcony: An open outdoor portion of an upper floor.

Balcony Private Frontage: The balcony is a frontage type placed along the Principal Frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one half (1/2) of its height below grade.

Bay or Bay Window: An interior portion of an upper floor extending beyond the building’s exterior wall plane that is not supported from below by vertical columns or piers.

Building Façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building Footprint: The shape and placement of the ground floor of a structure on the parcel.

Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building Height: Refer to Height, Building.

Building To Line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build To Zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building Types are regulated in Division 6 and are allowable within various Context Areas.

Building Composition: The essential architectural characteristics that define a specific Building Type.

DEFINITIONS “C”

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic Building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: Refer to Glass, Clear.

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, public realm standards, and Thoroughfare Type into the regulation.

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

DEFINITIONS “D”

Departure: A Minor, Major, or Public Infrastructure modification to selected Form Based Code requirements, refer to Division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through Frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes

shaded by awnings. *Drive-through Zone*: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Private Frontage.

DEFINITIONS “E”

Eave: The projecting overhang along the sloped edge of a pitched roof.

DEFINITIONS “F”

Façade: Refer to Building Façade.

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish Ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish Floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form Based Code Area: The area on the City of Wyoming Zoning Map (located in Chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a Principal Frontage Line or a Secondary Frontage Line.

Frontage line, Principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, Secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing Zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

DEFINITIONS “G”

Glass, Clear: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Greenbelt: A twenty-five (25) foot deep landscaped area that is required at frontages along 28th Street. Refer to Division 3.

Ground Cover: Grass, vegetative cover, or other living landscape.

Ground Sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

DEFINITIONS “H”

Height, Building: The number of stories allowed by either the Building Type and/or the Context Area, with actual measurement of individual stories determined according to specific building types in Division 6.

Horizontal Expression Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression

Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

DEFINITIONS “I”

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

DEFINITIONS “J”

No definitions for this section.

DEFINITIONS “K”

No definitions for this section.

DEFINITIONS “L”

Lightwell: A component of the Lightwell Private Frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

Lightwell Private Frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live / Work Building Type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot Coverage: The percentage of the lot that is taken up by buildings.

DEFINITIONS “M”

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Mixed Use Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

DEFINITIONS “N”

New Development: Development occurring on a vacant parcel of land.

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

DEFINITIONS “O”

Optional: A feature or element that is not required, but may be provided on the project at the applicant’s discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

DEFINITIONS “P”

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian Travel Zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch Private Frontage: The porch is a frontage type placed along the Principal Frontage line(s) within a build-to-zone. Porches are open-air structures that are attached to the Principal Building, forming a covered entrance. Porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal Entrance: The main entry to a building, located along the principal frontage line.

Principal Frontage: Refer to Frontage, Principal.

Private Frontage Type: The privately owned area between the frontage line and the building façade. Private Frontage Types are applied to Building Types to ensure that the building adequately engages the street frontage and public realm. Private Frontages are regulated in Division 6 and are assigned to Building Types in Division 7.

Projecting Sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle.

Public Infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public Realm: The area between the façade of a building and the corresponding façade of the building across the street.

DEFINITIONS “Q”

No definitions for this section.

DEFINITIONS “R”

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail Building Type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project.

Synonymous with Mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way Line: A line that forms the boundary of the right-of-way.

Rowhouse Building Type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS “S”

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront Private Frontage: The shopfront is a frontage type placed along the Principal Frontage line in a build-to-zone. It is typically associated with retail uses at the first story in Context Areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary Frontage: Refer to Frontage, Secondary.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with Sandwich Board Sign.

Sign Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with *Horizontal Expression Band*.

Sign Band Sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-Family House Building Type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel.

Synonymous with Site Placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop Private Frontage: The stoop is a frontage type typically placed along the Principal Frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront Private Frontage: The storefront is a frontage type placed along the Principal (and sometimes Secondary) Frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

DEFINITIONS “T”

Terrace: A component of the Lightwell and Shopfront Private Frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On Lightwell Private Frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to Lightwell definition.

Thoroughfare Type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and

dialogue that it creates between the interior and exterior of buildings. Refer to Glass, Clear.

Two-Family House Building Type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

DEFINITIONS “U”

Utility Easement: A private easement given to a public utility as per Michigan's Land Division Act.

DEFINITIONS “V”

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

DEFINITIONS “W”

Wall Sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window Sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

DEFINITIONS “X”

No definitions for this section.

Section 3. 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

Ordinance No. 18-22

August 30, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to FBC Departures and Definitions
(Sections 90-1203 and 90-2100)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 16, 2022. A motion was made by Arnoys, supported by Hall, to recommend to the City Council adoption of revised Sections 90-1203 Form Based Code Departures and 90-2100 Applicability text amendments which would permit planning staff to allow common sense departures from form based code site dimensional requirements. The motion passed unanimously.

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

The City's Form Based Zoning Code establishes regulations that emphasize the physical character of developments by building type. For each building type, there are build-to lines, build-to zones, or setbacks as well as site coverage and façade width requirements. Public infrastructure could make some sites unbuildable or nonviable if staff are not authorized to allow reasonable departures from site dimensional requirements. Staff has identified those standards and recommended limitations on staff authority to allow departures from those standards. Additionally, staff identified typos in the minor and major departure tables that warrant correction.

In the past year, staff worked with several applicants in Form Based Code districts as they navigated the site dimensional requirements of the Code and easements on their properties. In some context areas, all building types are required to be built at their frontage lines with no setback and the Code does not allow for departures from this standard. In the other context areas, the code may allow for greater setbacks, but easements can still create conflicts. In Kent County, the average easement width is greater than 11 feet. The majority of these easements run adjacent to roadways and would be located along either a primary or secondary frontage. Permitting staff to allow common sense departures would allow for more efficient development of properties in the City of Wyoming and streamline the development review process.

community • safety • stewardship

CITY COUNCIL

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

Jack A. Poll, Mayor

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

Respectfully submitted,

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

Nicole Hofert, Director
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

restaurants already go through health inspections and it allows the city to use lighter regulation. For someone wanting to sell food out of a gas station parking lot, we would have to check to ensure that they had the proper licensing similar to food trucks.

Hall said that he is not a fan of the food truck ordinance. Hall said that if a business owner wanted to be able to sell their food the city should be more receptive to encourage that and the fact that food trucks have to jump through hoops here that they don't have to in neighboring communities doesn't reflect the city of vision and progress and it makes him uncomfortable. Hall said that it is a free country so someone should be able to set up a smoker in their front yard and sell ribs. He would hope that we would fall on the side of leniency and permissiveness versus saying no and regulating it and he thinks this ordinance has crossed over into that and that is why he is uncomfortable.

Smith clarified that if someone were to set up a smoker and sell food in a location that didn't have a food truck licensing ordinance, they would violate the health code so the city is just checking to make sure that they have already received approval from the health department.

Hall asked if an outdoor cooker could be set up at Rogers Plaza as long as they have approval from the health department.

Smith explained that they would have to be set up as a food truck to be permitted.

Hall said that to him the city is limiting options for small businesses which makes him uncomfortable.

A vote on the motion that Planning Commission adopt the proposed text amendment to Zoning Code Sections 90-402B, 90-408B, 90-413B, 90-332, and 90-508; and recommend the same to City Council passed with the vote count being 8 of the commissioners voting yes and 1 against. Arnoys, Gilreath-Watts, Randall, VanDuren, Weller, Zapata and Micele voted in favor. Hall voted against.

AGENDA ITEM NO. 2

Request to amend Form Based Code Sections 90-1203 (Form Based Code Departures) and 90-2100 (Applicability) (Wyoming Planning Staff).

Smith spoke about the City's Form Based Zoning Code saying that it establishes regulations that emphasize the physical character of developments by building type. For each building type, there are build-to lines, build-to zones, or setbacks as well as site coverage and façade width requirements. Smith said that public infrastructure could make some sites unbuildable or nonviable, if staff are not authorized to allow reasonable departures from site dimensional requirements. Staff has identified those standards and recommended limitations on staff

authority to allow departures from those standards. Smith said that additionally, staff identified typos in the minor and major departure tables that warrant correction.

Smith explained that in the past year, staff worked with several applicants in Form Based Code districts as they navigated the site dimensional requirements of the Code and easements on their properties. In some context areas, all building types are required to be built at their frontage lines with no setback and the Code does not allow for departures from this standard. In the other context areas, the code may allow for greater setbacks, but easements can still create conflicts.

Smith shared that in Kent County, the average easement width is greater than 11 feet. The majority of these easements run adjacent to roadways and would be located along either a primary or secondary frontage. Within the Corridor Center and Corridor Urban context areas, these easements commonly create a conflict with the Form Based Code. In other context areas, easements still create occasional conflicts that require accommodations.

Smith asked the board to consider the example of a restaurant built as a Retail Building on a corner parcel in the Corridor Edge context area. The code calls for a primary build-to line of between 5 and 50 feet and a secondary build-to line of up to 15 feet. There is a utility easement that passes through the corner of the parcel. It would be possible to meet both of these requirements while respecting the easement, but the code requires all parking to be in rear yards and the building would be pushed back so far on the site as to impossible to provide sufficient parking for its occupancy. Smith said that planning staff recommended that the building be built to a 15 foot primary build-to line and a 35 foot secondary build-to line, which allowed it to clear the easement and also provided room for sufficient parking.

Smith acknowledged that façade width requirements create similar conflicts with easements. Several building types require that the façade stretch for 90% of the frontage. An easement that passes through a corner of the parcel at the frontage can make the parcel unbuildable if departures are not allowed.

Smith said that while easements are the most common conflict, larger public infrastructure projects can create other site dimensional issues. Consider a hypothetical pedestrian bridge that ran down the secondary frontage of a commercial property. Smith explained that the form based code might require a build-to line that does not accommodate the bridge and the necessary maintenance easements might conflict with façade width requirements.

Smith explained that in each of these examples, the easements and public infrastructure are relatively compact. In researching easements in Kent County, staff found several examples of combined utility easements of 65 feet or wider. As currently written, the form based code does not allow for departures to accommodate easements of this size. The proposed language creates a separate departure table in section 90-1203 for parcels with public infrastructure conflicts and inserts the necessary definitions to support that new table into section 90-2100.

Smith stated that while researching the allowable departures in the form based code, staff noticed that the minor and major departure tables allow for reductions of site coverage requirements. There are no minimum site coverage requirements in the form based code, but there are maximum site coverage limits. Staff suggests correcting these typos to allow for increases in site coverage maximums at the currently listed percentages.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Sections 90-1203 and 90-2100 and recommends the same to City Council.

Micele opened the public hearing at 7:32 PM. There was no public comment and the public hearing was closed.

A motion was made by Arnoys, supported by Hall, to adopt the recommended text amendment to Zoning Code Sections 90-1203 and 90-2100 and recommends the same to City Council.

Randall asked if staff were to make common sense modifications during the review process would those modifications be noted in their reports to Planning Commission.

Smith confirmed that they would be included in their staff reports.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Section 90-203 (Definitions "C") (Wyoming Planning Staff).

Smith explained that since its adoption, staff has been working to better align the City's Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Smith said that through this review process, staff has identified the "Building official" definition as needing clarification.

Smith said that in the past, staff has received inquiries from property owners and City staff as to whether the terms "building official" and "building inspector" refer to the same person. Throughout the Zoning Code, these terms are used interchangeably. Smith stated that while the current definition for building official does state that the term "building official" includes designees administering and enforcing the Building Codes, the definition does not clearly establish that "building inspector" may be used interchangeably. The proposed language merely clarifies that these two terms refer to the same person and is not intended to change the meaning of these two terms as currently used in the Zoning Code.

90-1200 APPLICABILITY

The City of Wyoming Form Based Code shall apply to development within the boundaries of the Form Based Code Zoning Map. Development shall include the following:

- A. New development.
- B. Modifications to existing buildings:
 - 1. Increasing or decreasing a building footprint by twenty-five percent (25%) or greater in area or when the cost of the addition is greater than or equal to fifty percent (50%) of the current assessed value of the building or structure. Phased construction to avoid compliance with this standard or breaking up construction such that the thresholds are avoided shall be prohibited.
 - 2. Reducing the building façade by more than fifty percent (50%) in terms of the amount of transparency. Phased construction to avoid compliance with this standard or breaking up construction such that the 50% threshold is avoided shall be prohibited.
- C. Any change in land use substantially impacting parking requirements:
 - 1. The Planning Commission may, at the request of the applicant, waive the applicability of this Code upon a finding that adhering to the Code would place undue hardship on the applicant.

90-1201 FULL SITE PLAN/SKETCH PLAN PROCEDURES

- A. Full site plan/sketch plan. To expedite the development process, development within the City of Wyoming Form Based Code that complies with the provisions of this Code shall require full site plan or sketch plan review and approval by the City's Planner or Chief Building Official.
 - 1. Table 90-502 in the City of Wyoming Zoning Ordinance shall govern the type of submittal required, being either a full site plan or sketch plan.
 - 2. Review and approval shall be conducted by the City's Chief Building Official for single-family detached dwellings and modifications to comply with accessibility requirements.
 - 3. All other development activities outlined in Table 90-502 shall require review and approval of the City's Planner.
- B. Full site plan/sketch plan review procedures and requirements. Full site plan/sketch plan submittal and review shall follow the processes set forth in Sections 90-503 through 90-506 of the City of Wyoming Zoning Ordinance. Full site plan/sketch plan required data shall adhere to Table 90-504 of the City of Wyoming Zoning Ordinance, unless waived or required by the City's Planner per section 90-504.
- C. Planning Commission review. Full site plan review by the Planning Commission shall be required for any Special Land Use or Specific Development Plan. Review standards are included in Section 90-505 of the City of Wyoming Zoning Ordinance. Special Land Use standards specific to special uses regulated in this Form Based Code are included in Article 2, section F.
- D. Specific Development Plan. A Specific Development Plan is intended to allow applicants development flexibility to address market conditions and opportunities, including the master planning of large lots exceeding the maximum block dimensions as outlined in Division 5, as well as the consolidation of multiple properties to create predictable and market responsive development for the area. Specific Development Plans shall be required for any Major Departure as outlined in this Division 2, section 90-1203.
 - 1. Specific Development Plan requirements. A Specific Development Plan shall include a full site plan and required data as outlined in Table 90-504.
 - 2. Additional requirements include: A plan depicting the proposed Context Areas for the subject site(s) if major departures from the Context Area boundaries are requested, and thoroughfare guidelines.

- 3. Public Hearing: The applicant and/or Planning Commission may request a public hearing for a Specific Development Plan. A public hearing, pursuant to the Michigan Zoning Enabling Act, shall be required for a major departure of Context Area boundary.
- 4. Planning Commission action: The Planning Commission shall review and approve, with or without conditions, the full site plan upon the following findings:
 - i. The Zoning Districts provide a seamless transition from adjacent, existing districts and uses to the proposed subject site(s).
 - ii. Internal circulation and layout of lots fosters a walkable, urban area by adhering to the maximum block lengths as outlined in Division 5.
 - iii. Roadways are interconnected and provide safe areas for walking and biking.

90-1202 SPECIAL LAND USES

- A. Special Land Uses. As per Division 4 of the City of Wyoming Form Based Code, certain uses require special land use review and approval by the Planning Commission. The special land use review and approval process shall adhere to 90-507 of the City of Wyoming Zoning Ordinance. Specific standards for special land uses are determined by Context Area and Use, see section 90-508 of the City of Wyoming Zoning Ordinance.

90-1203 FORM BASED CODE DEPARTURES

- A. Minor Departures. The City Planner may, at the request of an applicant, waive certain minor building type standards, frontage type standards, and zoning district standards as outlined in Table 90-1203a.
- B. Major Departures. The Planning Commission may, at the request of the City Planner or applicant, waive certain major building type standards or frontage type standards if it finds that the changes are major based on size, scope, and location of the existing or proposed building. Table 90-1203b provides a summary of major departures. *Note that changes, other than minor changes or changes due to public infrastructure constraints, to the Zoning District Map shall require a full site plan/ sketch plan.*
- C. Public Infrastructure Departures. *The City Planner may, at the request of the applicant, waive certain building type standards or frontage type standards as outlined in Table 90-1203c. The intent of allowing these departures is to permit sites intersecting or adjacent to public infrastructure and utility easements to be fully utilized and prevent them from being unbuildable or not economically viable.*
- D. Findings for Code Departures. The applicable reviewing body shall find that a departure to the Form Based Code:
 - 1. Does not materially change the circulation and building location on the site;
 - 2. Does not alter the relationship between the buildings and the street;
 - 3. Does not allow a use not otherwise permitted in this Form Based Code; and
 - 4. The departure is the minimum required necessary to meet the intent of the Form Based Code.

90-1204 ADOPTION AND AMENDMENT DATE

- A. City of Wyoming
 - 1. Adoption Date. The City of Wyoming Form Based Code was adopted at a regular meeting of the Wyoming City Commission on December 16, 2013.
 - 2. Amendment Date. The City of Wyoming Form Based Code was amended at a regular meeting of the Wyoming City Commission on August 1, 2016 (to include properties along Division Avenue).
 - 3. Amendment Date. The City of Wyoming Form Based Code was amended at a regular meeting of the Wyoming City Commission on June 4, 2018 (to include properties along Burton Street).

1	2	3	4	5	6
Introduction	Title, Purpose & Scope	Applicability & Procedures	General Provisions	Context Areas & Use	Subdivision & Access
7	8	9	10	11	
Private Frontages	Thoroughfare Guidelines	Off-Street Parking	Sign Standards	FBC Definitions	City of Wyoming Zoning Ordinance

TABLE 90-1203a MINOR FORM-BASED CODE DEPARTURES

Minor Departures*	Minor Modification Allowed	Comments/Required Findings
Form-Based Code Context Areas		
1. Minor changes as described in the City of Wyoming Zoning Ordinance, Section 90-1005.	Per Section 90-506	
2. Area/Boundary of Context Area	No more than a 15% increase or decrease in the area.	Measurement shall include the area of the applicable parcel. When possible, boundaries shall follow parcel lines.
Building Type Standards		
1. Building Height	n/a	
2. Facade Composition	n/a	
3. Site Dimensional Requirements	a. up to 5' for setbacks b. 10% increase to site coverage c. 5% reduction in façade width requirements	a. and b. Existing development on adjacent parcels on the same block face is greater or less than the required setback c. Site constraints prohibit strict application of requirements and/or easements prohibit application of minimum requirements

* Note that departures from the build-to-line and required build-to-zone shall not be permitted.

TABLE 90-1203b MAJOR FORM-BASED CODE DEPARTURES

Major Departures*	Major Modification Allowed	Comments/Required Findings
Form-Based Code Context Areas		
1. Area/Boundary of Context Area	No more than a 30% increase or decrease in the area.	Measurement shall include the area of the applicable parcel. When possible, context area boundaries shall follow parcel lines.
Building Type Standards		
1. Building Height	n/a	
2. Facade Composition	n/a	
3. Site Dimensional Requirements	a. up to 10' for setbacks b. 20% increase to site coverage c. 10% reduction in façade width requirements	a. and b. Existing development on adjacent parcels on the same block face is greater or less than the required setback c. Site constraints prohibit strict application of requirements and/or easements prohibit application of minimum requirements

* Note that departures from the build-to-line and required build-to-zone shall not be permitted.

TABLE 90-1203c PUBLIC INFRASTRUCTURE FORM-BASED CODE DEPARTURES

Public Infrastructure Departures	Public Infrastructure Modification Allowed	Comments/Required Findings
Building Type Standards		
3. Site Dimensional Requirements	a. Up to 75' for build-to lines, build-to zones, setbacks b. 60% reduction from facade width requirements	Public infrastructure constraints and/or utility easements prohibit strict application of minimum requirements.

90-2100 APPLICABILITY

The following terms are defined for the purpose of the City of Wyoming Form Based Code.

In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code.

In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

A

DEFINITIONS "A"

Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to Rear Alley.

Apartment Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural Elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in Division 3: Encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance.

At-Grade Frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/or designs that is integrated into an awning.

B

DEFINITIONS "B"

Balcony: An open outdoor portion of an upper floor.

Balcony Private Frontage: The balcony is a frontage type placed along the Principal Frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one half (1/2) of its height below grade.

Bay or Bay Window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building Façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building Footprint: The shape and placement of the ground floor of a structure on the parcel.

Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building Height: Refer to Height, Building.

Building To Line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build To Zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building Types are regulated in Division 6 and are allowable within various Context Areas.

Building Composition: The essential architectural characteristics that define a specific Building Type.

C

DEFINITIONS "C"

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/or designs that is integrated into a canopy.

Civic Building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: Refer to Glass, Clear.

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, public realm standards, and Thoroughfare Type into the regulation.

Table with 11 items: 1 Title, Purpose & Scope; 2 Applicability & Procedures; 3 General Provisions; 4 Context Areas & Use; 5 Subdivision & Access; 6 Building Types; 7 Private Frontages; 8 Thoroughfare Guidelines; 9 Off-Street Parking; 10 Sign Standards; 11 FBC Definitions.

DEFINITIONS

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

D

DEFINITIONS “D”

Departure: A Minor, Major, or Public Infrastructure modification to selected Form Based Code requirements, refer to Division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through Frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Drive-through Zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Private Frontage.

E

DEFINITIONS “E”

Eave: The projecting overhang along the sloped edge of a pitched roof.

F

DEFINITIONS “F”

Façade: Refer to Building Façade.

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish Ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish Floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form Based Code Area: The area on the City of Wyoming Zoning Map (located in Chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a Principal Frontage Line or a Secondary Frontage Line.

Frontage line, Principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, Secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing Zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

G

DEFINITIONS “G”

Glass, Clear: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Greenbelt: A twenty-five (25) foot deep landscaped area that is required at frontages along 28th Street. Refer to Division 3.

Ground Cover: Grass, vegetative cover, or other living landscape.

Ground Sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

H

DEFINITIONS “H”

Height, Building: The number of stories allowed by either the Building Type and/or the Context Area, with actual measurement of individual stories determined according to specific building types in Division 6.

Horizontal Expression Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

I

DEFINITIONS “I”

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

J

DEFINITIONS “J”

No definitions for this section.

K

DEFINITIONS “K”

No definitions for this section.

L

DEFINITIONS “L”

Lightwell: A component of the Lightwell Private Frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

Lightwell Private Frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live / Work Building Type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot Coverage: The percentage of the lot that is taken up by buildings.

M

DEFINITIONS “M”

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Mixed Use Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

N

DEFINITIONS “N”

New Development: Development occurring on a vacant parcel of land.

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

O

DEFINITIONS “O”

Optional: A feature or element that is not required, but may be provided on the project at the applicant’s discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

P

DEFINITIONS “P”

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian Travel Zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch Private Frontage: The porch is a frontage type placed along the Principal Frontage line(s) within a build-to-zone. Porches are open-air structures that are attached to the Principal Building, forming a covered entrance. Porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal Entrance: The main entry to a building, located along the principal frontage line.

Principal Frontage: Refer to Frontage, Principal.

Private Frontage Type: The privately owned area between the frontage line and the building façade. Private Frontage Types are applied to Building Types to ensure that the building adequately engages the street frontage and public realm. Private Frontages are regulated in Division 6 and are assigned to Building Types in Division 7.

Projecting Sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle.

Public Infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public Realm: The area between the façade of a building and the corresponding façade of the building across the street.

Q

DEFINITIONS “Q”

No definitions for this section.

R

DEFINITIONS “R”

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail Building Type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with Mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way Line: A line that forms the boundary of the right-of-way.

Rowhouse Building Type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS

S

DEFINITIONS “S”

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront Private Frontage: The shopfront is a frontage type placed along the Principal Frontage line in a build-to-zone. It is typically associated with retail uses at the first story in Context Areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary Frontage: Refer to Frontage, Secondary.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with Sandwich Board Sign.

Sign Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with *Horizontal Expression Band*.

Sign Band Sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-Family House Building Type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with Site Placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop Private Frontage: The stoop is a frontage type typically placed along the Principal Frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront Private Frontage: The storefront is a frontage type placed along the Principal (and sometimes Secondary) Frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

T

DEFINITIONS “T”

Terrace: A component of the Lightwell and Shopfront Private Frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On Lightwell Private Frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to Lightwell definition.

Thoroughfare Type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to Glass, Clear.

Two-Family House Building Type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

U

DEFINITIONS “U”

Utility Easement: A private easement given to a public utility as per Michigan’s Land Division Act.

V

DEFINITIONS “V”

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

W

DEFINITIONS “W”

Wall Sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window Sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

X

DEFINITIONS “X”

No definitions for this section.