

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 19, 2022, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Beryl Galer, Resurrection Life Church

If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the September 6, 2022 Regular Meeting and the September 12, 2022 Work Session

7) Approval of Agenda

8) Public Hearings

If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

9) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

10) Presentations and Proclamations

a) Presentations

- 1) Appreciation to Amanda Clark and Tommy Brann for the donation of funds to acquire new K9

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. 33 – To Appropriate \$142,473.53 of Additional Budgetary Authority to Provide Funding for Expenditures Related to Indigent Defense and Recognize the Associated Revenue

- b) Budget Amendment No. 39 – To appropriate an additional \$23,750 of budgetary authority to provide the necessary funds for remainder of the 2022 calendar year contribution from Kent County for the Veteran's Treatment Court contract

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.

15) Resolutions

- a) For Election to Comply with Section 4 of Public Act 152 of 2011
- b) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention
- c) To Concur with Acceptance of Donations for the Purchase of a K-9 and to Express Appreciation to Tommy Brann and the K911 Foundation for the Donations (Budget Amendment No. 38)

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

- d) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Grand Rapids for the Resurfacing and Construction of Sidewalk Along Eastern Avenue from 400 Feet North of 44th Street to 28th Street (Budget Amendment No. 40)
- e) To Authorize the Purchase of a LiveScan Fingerprinting System and to Authorize the Mayor and City Clerk to Execute the Agreement
- f) To Accept a Quote from River City Flooring, Inc. for the Purchase and Installation of Flooring and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Accept a Quote from Frost Technologies for the Purchase of Weather Information Systems and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Award a Bid for the Water Treatment Plant Dehumidification Upgrade Project and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Authorize the Purchase of Election Equipment Cases
- j) To Concur with Upgrading Parking Lot Lights to LED Bulbs and Approve the Attached Budget Amendment (Budget Amendment No. 37)

17) Ordinances

15-22 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (134) to Rezone 5050 Byron Center Ave SW and 2180 52nd St SW from R-1 to PUD-4 (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: September 19, 2022

Budget Amendment No. 033

To the Wyoming City Council:

A budget amendment is requested for to appropriate \$142,473.53 of additional budgetary authority to provide funding for expenditures related to indigent defense and recognize the associated revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Transfers Out - Transfers - Transfer to Indigent Fund				
101-999-99900-999.260	-	7,217.00		7,217.00
Fund Balance/Working Capital (Fund 101)		-	-	
<u>Indigent Defense Fund</u>				
State Grants Indigent Defense Revenue				
260-571.000	296,971.00	575,653.00		872,624.00
Contributions from Local Units				
260-583.000	-	55,823.00		55,823.00
Transfer from General Fund				
260-699.101	-	7,217.00		7,217.00
General Government - District Court - Salaries				
260-000-13600-706.000	24,274.00	76,867.00		101,141.00
General Government - District Court - Temporary Salaries				
260-000-13600-707.000	1,232.00	-		1,232.00
General Government - District Court - FICA				
260-000-13600-715.000	1,951.00	5,880.00		7,831.00
General Government - District Court - Hospitalization Insurance				
260-000-13600-716.000	19,216.00	20,626.00		39,842.00
General Government - District Court - Life Insurance				
260-000-13600-717.000	31.00	84.00		115.00
General Government - District Court - Pension DC Plan				
260-000-13600-718.100	2,137.00	5,855.00		7,992.00
General Government - District Court - Pension Retiree Health DC Plan				
260-000-13600-718.200	775.00	2,591.00		3,366.00
General Government - District Court - Workers Comp Insurance				
260-000-13600-719.000	33.00	100.00		133.00
General Government - District Court - Operating Supplies				
260-000-13600-740.000	8,917.00	1,200.00		10,117.00
General Government - District Court - Operating Supplies-Equipment				
260-000-13600-740.300	10,082.00	8,500.00		18,582.00
General Government - District Court - Professional Services				
260-000-13600-801.000	30,000.00	31,200.00		61,200.00

CITY OF WYOMING BUDGET AMENDMENT

Date: September 19, 2022

Budget Amendment No. 033

General Government - District Court - Professional Services-Legal 260-000-13600-801.021	251,478.00	429,000.00	680,478.00
General Government - District Court - Travel and Training 260-000-13600-860.000	6,825.00	7,843.00	14,668.00
General Government - District Court - Insurance Liability 260-000-13600-910.000	507.00	1,391.00	1,898.00
General Government - District Court - Administration Expense 260-000-13600-911.000	947.00	11,339.00	12,286.00
General Government - District Court - Other Services 260-000-13600-956.000	26,934.00	29,000.00	55,934.00
General Government - District Court - Other Services Participant Expense 260-000-13600-956.002	-		-
General Government - District Court - Capital Outlay Misc. 260-000-13600-973.153	6,000.00		6,000.00
Fund Balance/Working Capital (Fund 260)	<u>361,356.22</u>	<u>-</u>	

Recommended: 
Senior Accountant


Deputy 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 19, 2022

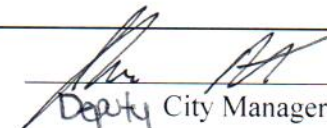
Budget Amendment No. 039

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$23,750 of budgetary authority to provide the necessary funds for the remainder of the 2022 calendar year contribution from Kent County for the Veteran's Treatment Court contract.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - District Court Probation - Temporary Salaries				
101-136-15100-707.000	\$ 37,302.00	\$ 14,150.00		\$ 51,452.00
District Court - District Court Probation - FICA				
101-136-15100-715.000	\$ 20,005.00	\$ 1,084.00		\$ 21,089.00
District Court - District Court Probation - Workers Comp Insurance				
101-136-15100-719.000	\$ 5,586.00	\$ 1,840.00		\$ 7,426.00
District Court - District Court Probation - Insurance Liability				
101-136-15100-910.000	\$ 3,766.00	\$ 200.00		\$ 3,966.00
District Court - District Court Probation - Professional Services				
101-136-15100-801.000	\$ 11,140.00	\$ 6,476.00		\$ 17,616.00
Contributions from Local Units				
101-583.513	\$ 32,665.00	\$ 23,750.00		\$ 56,415.00
<hr/>				
Fund Balance/Working Capital (Fund 101)	\$	-	\$	-
<hr/>				

Recommended: 
Senior Accountant


Deputy City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 19, 2022.

ATTACHMENTS:
Public Act 152

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011 and before 2019, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. By April 1 of each year after 2018, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) is \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage. The state treasurer shall adjust the multiplier each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013;—Am. 2018, Act 477, Imd. Eff. Dec. 27, 2018.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles,

other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of

any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO
ATTEND THE MICHIGAN MUNICIPAL LEAGUE ANNUAL CONVENTION

WHEREAS:

1. The 2022 Michigan Municipal League's Convention will be held in Muskegon, Michigan, October 19-22, 2022.
2. It is the desire of the City Council that Wyoming be represented at the conference by Councilmember at Large Kent Vanderwood, who will be the official representative to cast the vote of the municipality.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorized Councilmember at Large Kent Vanderwood, to attend the 2022 Michigan Municipal League's Convention.
2. That expense reports will be submitted for approval at the next regular City Council meeting.

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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ACCEPTANCE OF DONATIONS FOR THE
PURCHASE OF A K-9 AND TO EXPRESS APPRECIATION TO TOMMY BRANN AND
THE K911 FOUNDATION FOR THE DONATIONS

WHEREAS:

1. As detailed in the attached letter, representatives of the Wyoming Department of Public Safety K-9 team met with Shallow Creek Kennels in Pennsylvania and selected K-9 Kato as the newest member of the Wyoming Police K-9 unit.
2. The purchase of K-9 Kato is fully funded through donations from Tommy Brann and the K911 Foundation.
3. It is recommended City Council concur with acceptance of the donation from Tommy Brann.
4. The donation from the K911 Foundation will be paid directly to Shallow Creek Kennels.
5. The Wyoming Department of Public Safety is extremely grateful to Tommy Brann and the K911 Foundation for their generous donations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with acceptance of \$4,500 from Tommy Brann.
2. The City Council does hereby approve the attached budget amendment.
3. The City Council does hereby express appreciation to Tommy Brann and the K911 Foundation for their generous donations.

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 19, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Letter

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 19, 2022

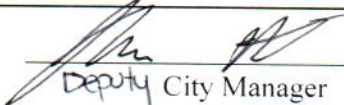
Budget Amendment No. 038

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$4,450 of budgetary authority to provide the necessary funds to purchase a new K-9 for the Wyoming Police K-9 unit and recognize the related donation revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Private Contributions				
101-674.000	\$ -	\$ 4,450.00		\$ 4,450.00
Police - Patrol - Other Services				
101-305-31500-956.000	\$ 40,900.00	\$ 4,450.00		\$ 45,350.00
<hr/>				
Fund Balance/Working Capital (Fund 101)	\$ -	\$ -	\$ -	\$ -
<hr/>				

Recommended: 
Senior Accountant


Deputy 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

Greetings,

With the anticipated promotion of K9 Officer Ryan Patterson to Sergeant, our K9 Unit opened a process to select a new handler in August of 2022. After the process was complete, our department selected Officer Logan Wieber to fill Ryan Patterson's vacancy. With the selection of Logan, our department then began a search for his new K9 partner as Officer Patterson's K9, Chase, will be retired after over 7 years of loyal service to our community.

The Wyoming K9 Team is excited to announce that after traveling to Shallow Creek Kennels in Pennsylvania last week, Officer Wieber was paired with his new K9 partner Kato. Kato is a 14-month-old German Shepherd who was imported from Poland to the United States. He is considered a "green" dog in the world of K9, which means he has had zero training. Training Kato will be completed in-house by our staff which helps save the up-front cost of purchasing a new dog. We hope to begin his training the third week of September with an anticipated in-service date sometime in December.

Purchasing a new K9 is no small undertaking. These dogs serve an iatrical role in our community. They not only provide us with many different investigative abilities as it relates to crime, but also a medium through which our K9 teams can interact with our community on a positive level by attending different types of public demonstrations and events.

Our K9 Team is extremely happy to announce that through partnerships with Rep. Tommy Brann and our own K911 Foundation, the purchase of our new K9 was fully funded though their generous donations. Each funded half of the \$8900 cost. It is collaboration and networking like this that makes our community a better place to live and work. Without the generosity and dedication of Mr. Brann and K911, our department would be tasked with exploring other ways to support this significant purchase. We look forward to continuing our partnerships in the future and are excited to add K9 Kato to our team! There is no doubt Kato will be a successful addition to our department and we are excited for the opportunities he will provide to our community. We wish our team the best of luck!

Respectfully Submitted,

K-9 Sergeant Bob Robinson



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE CITY OF GRAND RAPIDS FOR THE
RESURFACING AND CONSTRUCTION OF SIDEWALK ALONG EASTERN AVENUE
FROM 400 FEET NORTH OF 44TH STREET TO 28TH STREET

WHEREAS:

1. The City of Grand Rapids, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface Eastern Avenue from 400 feet north of 44th Street to 28th Street.
2. Additionally, the City of Grand Rapids was awarded a grant for the construction of sidewalk along the east side of Eastern Avenue from 1,000 feet north of 44th Street to 300 feet north of 36th Street.
3. Eastern Avenue is a borderline street between the City of Grand Rapids and the City of Wyoming where the cities share responsibilities equally.
4. The City of Grand Rapids has submitted the attached City-City Agreement outlining the rights and obligations for the parties for the associated project.
5. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$1,192,000 which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with the City of Grand Rapids for the resurfacing and construction of sidewalk on Eastern Avenue, from 400 feet north of 44th Street to 28th Street.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Attachment:
Budget Amendment
Staff Report
Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 19, 2022

Budget Amendment No. 040

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$315,000 of budgetary authority to provide the necessary funds to support Grand Rapids in Wyoming's share of the resurfacing and construction of sidewalk on Eastern Ave from 44th street to 28th street.

<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	\$ 2,744,861.00	\$ 315,000.00		\$ 3,059,861.00
Fund Balance/Working Capital (Fund 202)			\$ 315,000.00	

Recommended: *Dymber Hubawc* Senior Accountant *[Signature]* Deputy 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: September 9, 2022

Subject: Eastern Avenue Resurfacing and Sidewalk Construction – City/City Agreement

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

Date of Meeting: September 19, 2022

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the City of Grand Rapids outlining the rights and obligations of each party for the resurfacing and construction of sidewalk on Eastern Avenue, from 400 feet north of 44th Street to 28th Street in Wyoming. The City of Wyoming's estimated share of the project is \$1,192,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains and improves streets for all users to promote safe and efficient travel for the residents of Wyoming. Traffic signals play an important role in maintaining efficient and safe travel throughout Wyoming. The City of Grand Rapids was fortunate to receive funding from MDOT to upgrade traffic signals along Eastern Avenue which is a borderline street adjoining Grand Rapids and Wyoming. The project includes upgrading the traffic signals along Eastern Avenue from 40th Street to Andover Street in Kentwood. The 40th Street intersection is the only signal of this phase located in Wyoming.

DISCUSSION:

Attached is a City–City Agreement between the City of Wyoming and the City of Grand Rapids outlining the rights and obligations associated with the resurfacing of Eastern Avenue, from 400 feet north of 44th Street to 28th Street. Also included with the agreement is the construction of sidewalk along the east side of Eastern Avenue from 1,000 feet north of 44th Street to 300 feet north of 36th Street. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$4,456,600 project is \$1,192,000.

BUDGET IMPACT:

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

**CITY OF WYOMING - CITY OF GRAND RAPIDS
COST SHARING AGREEMENT
FOR**

**ROTOMILL/RESURFACING/IMPROVEMENTS OF EASTERN AVENUE FROM 300' NORTH OF
44TH STREET TO 560' NORTH OF 28TH STREET**

This Cost Sharing Agreement is made as of _____, 2022, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**Wyoming**) and the City of Grand Rapids, a Michigan municipal corporation of 300 Monroe Ave NW, Grand Rapids, MI 49503 (**Grand Rapids**).

RECITALS

- A. Grand Rapids has received federal/state grants through the Michigan Department of Transportation (**MDOT**) for resurfacing Eastern Ave SE from 400 feet north of 44th St SE to 560 feet north of 28th St SE including the reconstruction of the 32nd Street intersection and the south portion of the 28th Street intersection and constructing sidewalk improvements on the east side of Eastern Av SE from 1000 feet north of 44th St SE to 300 feet north of 36th St SE (the **Project**).
- B. The Project will be financed in part by MDOT-administered grant funds and Grand Rapids will be designated as the requesting party pursuant to an agreement between Grand Rapids and MDOT for the Project (**MDOT Agreement**).
- C. The MDOT Agreement establishes the responsibilities of the parties and the conditions under which the project will be constructed, and this Agreement establishes the rights, duties and responsibilities of Grand Rapids and Wyoming.
- D. Eastern Ave SE from 400 feet north of 44th St SE to 28th St SE is a borderline street, and Wyoming and Grand Rapids allocate their respective portions of the local share of costs for grant eligible and ineligible items of work for the Project in accordance the MDOT Agreement including the design phase services and contemplated construction phase services, a public information program, administration, and approximately 12 percent of project costs for contingencies.

TERMS AND CONDITIONS

In exchange for the consideration of in this Agreement and the MDOT Agreement, the parties agree:

- 1. Grand Rapids will provide design engineering services for the Project.
- 2. Grand Rapids provide construction engineering and inspection services for the Project. Grand Rapids will provide construction administration and staking.
- 3. The estimated local share cost for the Project is not-to-exceed \$ 3,614,438.30 including construction costs, design engineering costs, grading easements and right-of-way costs, construction engineering and inspection costs, and all other local share costs of the Project. These costs will be shared between Wyoming and Grand Rapids in accordance with Exhibit A. Neither party will be responsible for the other's right-of way acquisition costs but each party will pay for costs of right-of-way within its jurisdiction.
- 4. Final costs for the project will be based on actual design and construction engineering costs and construction costs for the project. These costs will be funded in part by the MDOT grant and by Wyoming and Grand Rapids. MDOT's estimated share of the construction cost is approximately \$2,211,367 as provided in the MDOT Agreements as shown on Exhibit A. It is estimated that the remaining costs of approximately \$2,245,219.83 will be shared by Wyoming and Grand Rapids. Grand Rapids will invoice Wyoming for its portion of the actual costs for the project, estimated to be \$1,191,439.76. Wyoming will pay its share of the Project costs within 30 calendar days of Wyoming's receipt of invoices and supporting calculations subject to final approval of the construction related expenses by the Wyoming City Council. The invoiced actual Project costs will be allocated in the manner shown on Exhibit A for the estimated Project costs.
- 5. Each party agrees to hold harmless and indemnify the other party, its officers, employees, and agents

from all claims, liability, demands, losses, damages, expenses and costs (including attorney's fees) based on (a) each party's own negligent or wrongful acts or omissions, or (b) the indemnifying party's breach of this Agreement. The intent of this provision is that each party is responsible for claims and liable for its own acts or omissions, including that of its respective officers, employees, and agents. However, neither party waives any defenses it may have available at law or in equity.

6. Neither party waives its governmental immunity by entering into this Agreement, and each party fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
7. The parties are committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in their contracts. Accordingly:

- A. Each party, in its (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

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

Each party will notify each labor union or representative of workers with which that party has a collective bargaining agreement or other contract or understanding of the party's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Agreement.

- B. If either party or that party's personnel will be engaging for or on behalf of either of the parties with others, that party will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with each party's Limited English Proficiency Plan under Title VI.
- C. Noncompliance with this section is a material breach of this Agreement.
- D. Each party will retain and, upon the other party's or MDOT's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by either party or a state or federal agency to be pertinent to ascertain the party's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, the party from which the information is sought will so certify to the other party.
- E. Each party will include the requirements of subsections A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Agreement or the MDOT Agreement. Each party must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as is reasonably necessary

to enforce compliance with this section including sanctions for noncompliance.

8. If either party believes the other has failed to comply with this Agreement or disputes any payment to be made under this Agreement, that party must notify in writing the other party detailing the provision it believes is involved, how the other party failed to comply with it or what is disputed about the payment and propose the action to be taken to address the alleged non-compliance or payment issue. The party receiving that notice must, within 14 calendar days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Agreement or stating what actions it has or is taking to address the situation and prevent recurrence. Copies of the initial notice and response must also be provided the third party to this Contract. The parties will then meet within 14 calendar days after the date of the response in an effort to resolve any continuing dispute. If the issue is not resolved, the parties will then have their respective remedies.
9. This Agreement, together with any exhibits, constitute the entire agreement between the parties. No prior understanding, representation, or negotiation is binding upon either party except to the extent incorporated in this Agreement.
10. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.
11. The partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. If that any provision of this Agreement is held to be invalid, the parties agree the remaining provisions will be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
12. The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
13. No rights and obligations of a party may be assigned or transferred to another individual or entity.
14. The parties have signed this Contract as of the date first written above.

CITY OF WYOMING

CITY OF GRAND RAPIDS

By: _____
Jack A. Poll, Mayor

By: _____
Rosalynn Bliss, Mayor

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Joel H. Hondorp, City Clerk

Approved as to form:

Approved as to form:



Scott G. Smith, City Attorney

This document may be electronically signed. Electronic signatures appearing on this agreement are of the same authority as handwritten signatures for the purposes of validity, enforceability and admissibility.

EXHIBIT A

The costs shown are estimates only and are considered not-to-exceed amounts. Actual shares of costs for each category will be based on the actual costs in accordance with this Agreement and the MDOT Agreement. Should bid amounts be higher than the not-to-exceed amounts, the parties will amend the Agreement accordingly before construction starts subject to approval by each party's legislative body.

EXHIBIT A

Description		Estimated Total COST	Estimated Federal Share	Estimated Local Share	Estimated Wyoming Share	Estimated Grand Rapids Share
	Street Percentage				56.67820%	43.32180%
	Sidewalk Percentage				61.73350%	38.26650%
Eastern Avenue Street Work						
Total Construction Eastern 440 Ft N of 44th St to 36th St MDOT Job # 205528		\$ 1,331,575.08	\$ 982,200.00	\$ 349,375.08	N/A	N/A
Total Construction Eastern 36th St to 28th St MDOT Job # 205527		\$ 1,496,560.22	\$ 997,547.00	\$ 499,013.22	N/A	N/A
Total Street Construction		\$ 2,828,135.30	\$ 1,979,747.00	\$ 848,388.30	\$ 480,851.22	\$ 367,537.08
Construction (Participating)		\$ 2,681,943.30	\$ 1,979,747.00	\$ 702,196.30	\$ 397,992.22	\$ 304,204.08
Construction (Non- Participating)		\$ 146,192.00	\$ -	\$ 146,192.00	\$ 4,817.65	\$ 141,374.35
Subtotal		\$ 2,828,135.30	\$ 1,979,747.00	\$ 848,388.30	\$ 402,809.87	\$ 445,578.43
Engineering, Survey, Design, Soil Borings		\$ 148,537.32	\$ -	\$ 148,537.32	\$ 81,488.59	\$ 67,048.73
Subtotal		\$ 2,976,672.62	\$ 1,979,747.00	\$ 996,925.62	\$ 484,298.46	\$ 512,627.16
Construction Engineering, Inspection, Testing		\$ 339,067.00	\$ -	\$ 339,067.00	\$ 192,177.07	\$ 146,889.93
Public Information Program		\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,133.56	\$ 866.44
Street Lighting Traffic Signal Force Account		\$ 6,000.00	\$ -	\$ 6,000.00		\$ 6,000.00
Grading Easements and ROW		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 3,323,739.62	\$ 1,979,747.00	\$ 1,343,992.62	\$ 677,609.09	\$ 666,383.53
Administration (5%)		\$ 166,186.98	\$ -	\$ 166,186.98	\$ 93,891.79	\$ 72,295.19
Subtotal		\$ 3,489,926.60	\$ 1,979,747.00	\$ 1,510,179.60	\$ 771,500.88	\$ 738,678.72
Right of Way Acquisition Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies (12%)		\$ 418,791.19	\$ -	\$ 418,791.19	\$ 236,607.31	\$ 182,183.88
Total Street Project Cost		\$ 3,908,717.79	\$ 1,979,747.00	\$ 1,928,970.79	\$ 1,008,108.19	\$ 920,862.60
Eastern Avenue Sidewalk Work						
Total Construction Eastern 440 Ft N of 44th St to 36th St				\$ -	N/A	N/A
Total Construction Eastern 36th St to 28th St				\$ -	N/A	N/A
Total Construction Construction		\$ 384,005.35	\$ 231,620.00	\$ 152,385.35	\$ 94,072.81	\$ 58,312.54
Construction (Participating)		\$ 383,505.35	\$ 231,620.00	\$ 151,885.35	\$ 93,764.14	\$ 58,121.21
Construction (Non- Participating)		\$ 500.00	\$ -	\$ 500.00	\$ 308.67	\$ 191.33
Subtotal		\$ 384,005.35	\$ 231,620.00	\$ 152,385.35	\$ 94,072.81	\$ 58,312.54
Engineering, Survey, Design, Soil Borings		\$ 19,633.68	\$ -	\$ 19,633.68	\$ 12,120.56	\$ 7,513.12
Subtotal		\$ 403,639.03	\$ 231,620.00	\$ 172,019.03	\$ 106,193.37	\$ 65,825.66
Construction Engineering, Inspection, Testing		\$ 46,236.00	\$ -	\$ 46,236.00	\$ 28,543.10	\$ 17,692.90
Public Information Program		\$ 1,000.00	\$ -	\$ 1,000.00	\$ 617.34	\$ 382.67
Street Lighting Traffic Signal Force Account		\$ -	\$ -	\$ -	\$ -	\$ -
Relocation of Sewer Pump Station Controls		\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
Subtotal		\$ 465,875.03	\$ 231,620.00	\$ 234,255.03	\$ 135,353.80	\$ 98,901.23
Administration (5%)		\$ 23,293.75	\$ -	\$ 23,293.75	\$ 13,630.05	\$ 9,663.70
Subtotal		\$ 489,168.78	\$ 231,620.00	\$ 257,548.78	\$ 148,983.85	\$ 108,564.93
Contingencies (12%)		\$ 58,700.25	\$ -	\$ 58,700.25	\$ 34,347.72	\$ 24,352.53
Total Sidewalk Project Cost		\$ 547,869.04	\$ 231,620.00	\$ 316,249.04	\$ 183,331.57	\$ 132,917.46
Total Project Cost		\$ 4,456,586.83	\$ 2,211,367.00	\$ 2,245,219.83	\$ 1,191,439.76	\$ 1,053,780.06

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A LIVESCAN FINGERPRINTING SYSTEM AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of a LiveScan Fingerprinting System including hardware, software, and housing from IDEMIA Identity & Security USA LLC. in the total estimated amount of \$22,377.
2. Funds for the purchase are budgeted in account number 265-305-31500-973.013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a LiveScan Fingerprinting System from IDEMIA Identity & Security USA LLC.
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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Purchase Agreement
Letter

Resolution No. _____

STAFF REPORT

Date: September 7, 2022

Subject: LiveScan Fingerprinting System for 62-A District Court

From: Captain Timothy Pols

Meeting Date: September 19, 2022

RECOMMENDATION:

It is recommended the City Council approve the purchase of the LiveScan Fingerprinting System for the Department of Public Safety–Police. The software will be purchased from IDEMIA and will be housed in the 62-A District Court. This system would be utilized for processing arrestees, comparing prints with the state and national database of automated fingerprints, and communicating with the Kent County Correctional Facility’s booking system.

COMMUNITY, SAFETY, STEWARDSHIP:

Fingerprinting arrestees is a critical law enforcement function. It plays a role in the safety of the community by ensuring the identity of arrestees, comparing their identity with that of wanted persons, and providing a record of the arrest. Stewardship has been exercised by expending all functionality out of the current system prior to requesting to purchase a new system. If approved, drug forfeiture funds would be utilized for this purchase. Grant funds will also be requested in order to cover a portion of the purchase price.

DISCUSSION:

The Department of Public Safety—Police is responsible for processing arrestees as part of the booking process. This processing is usually done by warrant officers when individuals come in for arraignment on local charges, and it occurs at the 62-A District Court. The current fingerprinting system is approximately 15 years old and has exceeded its expected lifespan. Police staff have worked with court staff in selecting a viable replacement for the outdated equipment. They have selected the LiveScan Tenprint/Palmprint System. This LiveScan System has all of the requisite technology to efficiently accomplish all of the necessary booking procedures. Due to the nature of the communication that must occur between the various aspects of the criminal justice system (court, law enforcement, state, and national databases), this will be a sole-source purchase in order to meld with the existing configuration from a technology perspective. The proposed system includes all of the necessary hardware, software, and housing in order to effectively carry out arrestee processing. Installation, training, and a 1-year on-site warranty is included as described in the attached quote.

BUDGET IMPACT:

It is recommended that the adjustable-height cabinet (\$20,202) be purchased in order to facilitate safe fingerprinting for arrestees of various sizes. The printer (\$1,325) and Demographic Interface

(\$850) are necessary options. The total project cost is \$22,377. Funds are budgeted within 265-305-31500-973.013 – Drug Forfeiture Funds.

There is \$8,000 in grant funding available for the purchase of the LiveScan System through the Michigan Municipal Risk Management Authority's Risk Avoidance Program. We will request reimbursement of the \$8,000 in grant funds at the next opportunity subsequent to the purchase. If the grant request is approved, the LiveScan purchase will net a \$14,377 out-of-pocket cost.



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

August 31, 2022

Christopher Kittmann
Court Administrator
62A District Court
2650 DeHoop Avenue SW
Wyoming, MI 49509

Email: KittmanC@wyomingmi.gov

Tel: 616.257.9823

Reference No. IDMI-L92520-03B

IDEMIA is pleased to provide 62A District Court with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard State of Michigan software and workflows.

IDEMIA's fully integrated LiveScan solution provides 62A District Court the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint – Cabinet Adjustable Height		Table 1. Pricing	Price source: SL-LAWENF
	Description	Unit Price	
TPE-5600-ED TPE-CSTX-MI001 TPE-CSTX-MIPALM TPE-COMX-FTP-SSH TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet – Adjustable Height ◆ Standard Michigan defined Workflows and profiles ◆ On-site Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	\$20,202	
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	\$1,325	
TPE-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI) - receives B.TXT files from external system via FTP or Windows File Share. Records pushed will show in Livescan Inventory View available for edit.	\$850	
Total		\$22,377	

Current shipping is **120+** days after receipt by IDEMIA of 62A District Court completed pre-installation documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Please contact the IDEMIA Maintenance Agreement team for pricing details.

IDEMIA LiveScan System – Details

Item	Description
Michigan Enterprise Customization	<ul style="list-style-type: none"> ◆ Supported TOT'S: CRMBLD=CAR, CRIMCOURT=CAR, MAP ◆ Transmission method: NATMS and NIST file output to local drive ◆ Return messages: NATMS Return Messages (if in use) ◆ Michigan Touch Print Enterprise customization (for Palm capture)
TPE-COMX-FTP-SSH	<ul style="list-style-type: none"> ◆ Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP)--secure FTP Communication using SSH (Secure SHell)

Customer Responsibilities

62A District Court is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the receiving agencies.
- ◆ Compliance with State of Michigan requirements using State of Michigan approved method for electronic transfer
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or 62A District Court network devices.
- ◆ Obtaining all required authorizations for connecting to the State of Michigan AFIS.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are 62A District Court responsibility. IDEMIA does not offer or resell these items.

NOTE: 62A District Court is encouraged to contact Amy Alimo, State of Michigan Live Scan Services, Email: AlimoA1@michigan.gov for establishing connectivity to the State of Michigan prior to purchasing the IDEMIA LiveScan System.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between State of Michigan and 62A District Court will be in place.
- ◆ 62A District Court will provide all necessary communication to connect to State of Michigan. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to State of Michigan receiving agency has been established and verified.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the 62A District Court database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice.

Order is contingent upon IDEMIA's verification of credit. If a Dun & Bradstreet D&B number is not available, IDEMIA may require additional information, including submission of 2 years of Financial Statements and payment in advance.

Export Control: The items listed in this Price quote are controlled under the Export Administration Regulations (EAR) and may require an export license from the U.S. Department of Commerce Bureau of Industry and Security (BIS) to certain destinations. Any export made contrary to U.S. export control laws is prohibited.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: December 30, 2022

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: noemi.islas@us.idemia.com | Mobile: (657) 652-4447

We look forward to working with you.

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, 62A District Court agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____
Telephone number () _____
Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____
Telephone number () _____
Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and City of Wyoming, ("Customer"), having a place of business at 1155 28th St. SW Wyoming, MI 49509, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated Aug. 31, 2022. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ 22,377.00 excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this

Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.


8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):


Signed _____
Name Casey Mayfield
Title VP State & Local Enrollment Services
Date 9/13/22

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

Approved as to form:


Scott G. Smith, City Attorney

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to

remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



August 30, 2022

Christopher Kittmann
Court Administrator
62A District Court
2650 DeHoop Avenue SW
Wyoming, MI 49509

Email: KittmanC@wyomingmi.gov

Tel: 616.257.9823

IDEMIA's LiveScan Systems are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized LiveScan Software. Additionally, several components of the LiveScan System include IDEMIA patented technology.

Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware and software as well as the functionality of the LiveScan System can be provided and supported only by IDEMIA.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please contact Gary Newlin, IDEMIA Senior Sales Manager, Telephone 612-839-9639 Email gary.newlin@us.idemia.com.

Sincerely

A handwritten signature in blue ink, appearing to read "Casey Mayfield".

Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM RIVER CITY FLOORING, INC.
FOR THE PURCHASE AND INSTALLATION OF FLOORING 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 River City Flooring, Inc. for the purchase and installation of flooring for the Police Department using Sourcewell contract pricing in the amount of \$155,715.03.
2. It is further recommended the City Council authorize approximately 10% in contingencies, for total amount not to exceed \$172,000.00.
3. Funds for the purchase are budgeted in account number 800-000-57300-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from River City Flooring, Inc. for the purchase and installation of flooring for the Police Department.
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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quote

Resolution No. _____

STAFF REPORT

Date: September 7, 2022

Subject: Police Department Flooring Replacement Project

From: Troy Rinks, Facilities Foreman

Meeting Date: September 19, 2022

RECOMMENDATION:

It is recommended that City Council accept a quotation from River City Flooring Inc. to replace Police Department flooring for \$155,715.03, plus 10% in contingencies, for an amount not to exceed \$172,000.00, using Sourcewell Contract #080819-TFU, and authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of flooring in our facilities contributes to their longevity and prevents untimely and costly repairs that could potentially interrupt the day-to-day operations for employees, citizens, and departments. The existing flooring in this project are 20 plus years old and are well beyond their useful life. Additionally, these areas were also recommended for replacement this fiscal year during the recent facility asset management study.

DISCUSSION:

The flooring included in the project is approximately 17,000 square feet, with areas located on both the first and second floor of the police station. Facilities staff worked with Lieutenant Mark Easterly on replacement locations, design, and installation recommendations for this flooring replacement project. A design recommendation and quotation were obtained from River City Flooring Inc., a local commercial flooring contractor with work history at the police building. Products proposed can be purchased using the Sourcewell Contract #080819-TFU.

The estimated cost for the Police Department Flooring Replacement Project is \$155,715.03 and the project can begin once approved by the City Council. Staff are also requesting approximately 10% in a contingency, for the total project not to exceed \$172,000, in the event of unforeseen issues that may arise as part of this project.

BUDGET IMPACT:

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

ATTACHMENTS:

River City Flooring Inc. 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:

River City Flooring, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3307 Hudson Trails
[Contractor's street address]
Hudsonville, MI 49426
[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 20, 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

River City Flooring, Inc.

By: _____
Jack A. Poll, Mayor

By: Kevin G. Pasma
[Signature officer, director or principal of Contractor]
Kevin G. Pasma, Owner
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: Sept. 13, 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.** 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 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.</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



Flooring
Design Studio
3407 River City Pl.
Hull, Michigan MI 49846
616-398-6996 • 616-398-6995

Sourcewell Contract #080819-TFU

Job Name: Wyoming Police Department - 2022 Flooring Replacements
Job Address: 2300 DeHoop SW
Wyoming, MI

Total of 15 Areas w/August 2022 price increases

Owner:	Wyoming Police Department	Phone:	616-530-7308
Address:	2300 DeHoop SW	Fax:	616-249-3403
	Wyoming, MI 49509	Cell:	
Attention:	Troy Rinks	Email:	troy.rinks@wyomingmi.gov

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Kevin Pasma
Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish flooring for 15 individual areas. Below-listed are the individual Proposals included in the Grand Total.

- East Entrance
- South Entrance & First Floor Hallway
- Room 137 A&B
- Rooms 103, 104, 129, and 130
- Rooms 144, 139, 143 (Conference Room)
- FSU Office
- Room 107 and Adjacent Room
- West Main Entrance
- Second Floor Unit D
- Rooms 224, 235, and Records Room
- Rooms 210, 209, 208, and 207
- Rooms 203 - 206
- Rooms 211, 212, 213, 214, and Elevators
- Second Floor North Open Office
- Room 151

Grand Total: \$155,715.03

General and Specific Qualifications:

Please refer to each individual Proposal for specific qualifications and project details concerning each area.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,
Kevin Pasma
616-318-4949
kevinp@rcflooring.net

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____ Signature _____
Please sign and return to River City Flooring

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM FROST TECHNOLOGIES FOR THE
PURCHASE OF WEATHER INFORMATION SYSTEMS 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 Frost Technologies using the Kent County Road Commission bid for the purchase of five weather information systems at a cost of \$2,200.00 per unit.
2. Funds are budgeted in account numbers 202-441-46300-740.000 and 203-441-46300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of weather information systems from Frost Technologies in the total estimated cost of \$11,000.00.
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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

STAFF REPORT

DATE: September 13, 2022

SUBJECT: Bid Extension and Contract – Road Weather Information System

FROM: Aaron Vis, Deputy Director of Public Works

Date of Meeting: September 19, 2022

RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Road Weather Information Systems to purchase five units from Frost Technologies at a cost of \$2,200 per unit for a total cost of \$11,000, and to authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

A Road Weather Information System (RWIS) is designed to provide near real-time road condition information to assist in winter maintenance activities. The information is used to make operational decisions such as when to salt or plow, where to salt and how much salt to use in order to make our streets as safe as possible. Wyoming's five RWIS units are part of a larger area-wide RWIS system that is installed throughout Kent, Ottawa and Montcalm Counties, as well as our surrounding municipalities. This regional bidding and cooperation enables communities to receive the best pricing on products.

DISCUSSION:

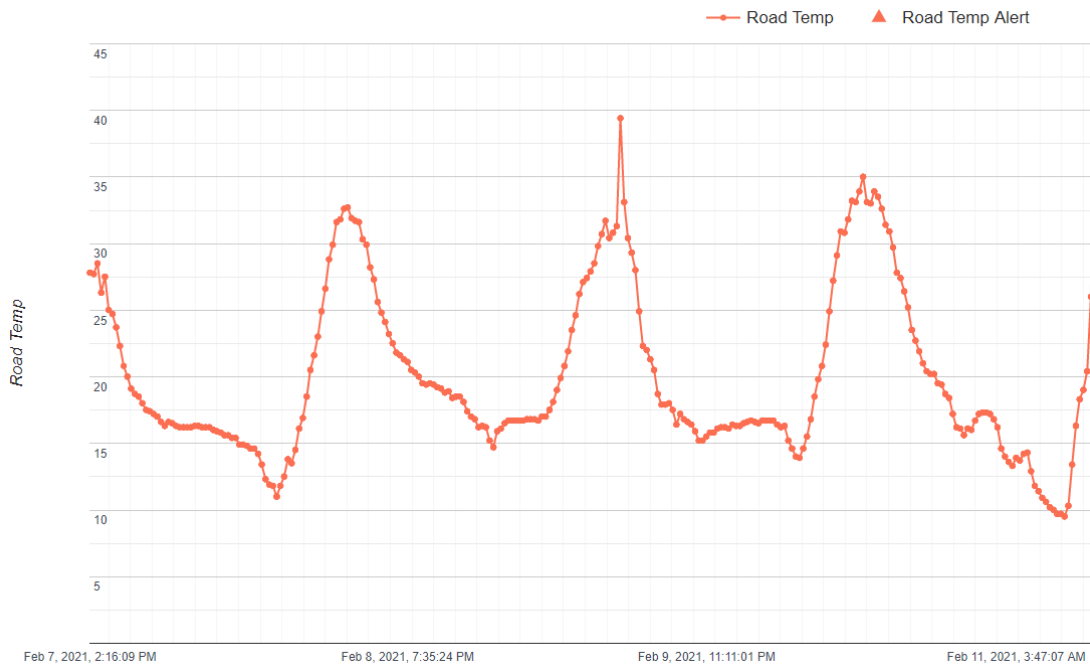
On June 27, 2019, bids were received by the Kent County Road Commission for the Purchase of Road Weather Information Systems in a joint bid process. Frost Technologies was the low bidder at a per unit cost of \$2,200. The City has utilized these units for the past three winters with good success. For the coming winter season, the City intends to utilize five units for a total cost of \$11,000. This includes the hardware, software, maintenance, and warranty commitments for a period of one year.

The RWIS units include multiple sensors that are pointed at the road surface to provide road temperature, air temperature, humidity, and dew point information at 20-minute intervals or on demand. The units also relay a photo of the road surface, allowing staff to monitor surface conditions City-wide from a phone or computer rather than by driving. New for this year, the units will be solar powered and mounted on the traffic signal pole itself and not on the mast arm. The information is viewed on a web-based platform.

The City has been able to use the RWIS devices to make critical winter



operational decisions that result in a better level of service for residents by actively monitoring changing road conditions from a phone or desktop.



As an example, the chart above shows the road temperature output from an RWIS unit located at the intersection of Byron Center Avenue and 44th Street from February 7 through 11, 2021.

BUDGET IMPACT:

Sufficient funds are available in the major and local street winter maintenance accounts: 202-441-46300-740.000 and 203-441-46300-740.000.



ORDER FORM

FROST SOLUTIONS, LLC & City of Wyoming, Michigan

PROPOSAL DATE: 9/7/22

Frost Solutions Mini RWIS

The Mini RWIS 12-month subscription includes a self-install hardware unit, access to the web application, service and support, and product replacement (if necessary). Frost Solutions maintains ownership of the hardware unit at all times.

Hardware

Non-Invasive, Solar + Battery Powered, Infrared System and Camera, providing:

- Surface Temperatures
- Still Shot Images (Day & Night)
- Air Temperature
- Dew Point
- Humidity

Application Services

- On Demand Image Requests
- Surface Temperature Forecasting
- Freeze Warnings & Alerts
- Weather Data & Forecasting Services
- Reporting & Analytics
- Historical Data and Image Retrieval (Indefinitely for data points, limited for images)
- Mobile & Desktop Access (Unlimited Users)

Description	Quantity	Item Cost	Total
Mini RWIS Annual Subscription – 11/15/22 - 11/14/23	5	\$2,200	\$11,000
		Total	\$11,000

Terms & Conditions

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

Payments/Refunds/Cancellation

Customer shall pay all fees specified in this Order Form without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in this Order Form. Except as otherwise specified herein, (a) fees are based on services purchased and not actual usage or services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the services purchased cannot be decreased during the relevant Term.

Customer may terminate this Order Form at any time, however such termination shall not result in any refund of payments previously made or cancellation of any future payment(s) due as set forth in this Order Form to Frost Solutions, LLC during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions, LLC.

Effective Date	Term	Renewal Date	Payment Terms
	1 year	11/15/23	Due Upon Receipt per below

Invoice Details		Customer & Billing Information	
Date Due	Amount	Primary Contact	Aaron Vis
11/15/22	\$11,000	Email	Avis@wyomingmi.gov
		Phone #	
		Billing Contact	
		Address	
		Email	
		Phone #	
		Purchase Order #	

FROST SOLUTIONS, LLC	City of Wyoming, Michigan
<hr/> Mike Bott Owner Date: _____	<hr/> Printed Name Title Date: _____

Approved as to form:



 Scott G. Smith, City Attorney

MASTER SERVICE AGREEMENT

This Master Service Agreement (together with any Order Form, the “**Agreement**”) is entered into and made effective as of _____ (the “**Effective Date**”), by and between Frost Solutions, LLC, a Delaware limited liability company (“**Frost Solutions**”), located at 276 E Deerpath Rd #627, Lake Forest, IL 60045, and City of Wyoming, Michigan (“**Customer**”), located at 1155 28th St SW, Wyoming, MI 49509.

RECITALS

WHEREAS, Customer desires to engage Frost Solutions to perform Services (as defined below) under the terms and conditions set forth herein; and

WHEREAS, Frost Solutions desires to perform such Services for Customer under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“**Agreement**” means, collectively, this Agreement, any Order Forms, Statements of Work, and any materials available on the Frost Solutions website specifically incorporated by reference herein, as such materials may be updated by Frost Solutions from time to time in its sole discretion.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity where control consists of the ownership of 50% or more of the equity securities of the relevant party.

“**Application Services**” means the online, internet-based software application(s) provided by Frost Solutions pursuant to one or more Order Forms and which is accessed by Customer via the Internet. Except as expressly provided to the contrary, the Hardware supplied by Frost Solutions for use in connection with the Application Services is included in the use of the Application Services.

“**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) relating to any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary, or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge

and agree that the Frost Solutions name, the Frost Solutions logo, the Services and the terms of and pricing under this Agreement constitute Confidential Information of Frost Solutions.

“Customer Data” means all information, data, and other content, in any form or medium, that is submitted, posted, supplied, results from processing Customer Data in connection with the Application Services or is otherwise transmitted by or on behalf of Customer to Frost Solutions through the Application Services.

“Hardware” means any sensor, transmitter, storage or other tangible property that is provided by Frost Solutions to Customer for use in connection with the Application Services.

“Order Form” means an order form executed by the parties that defines access to the Application Services, use allowances, and/or Professional Services purchased by Customer and is part of this Agreement. The Order Form may contain allowances and limitations that may subject Customer to additional fees if use exceeds such allowances following written notice thereof by Frost Solutions and the reasonable opportunity to reduce use to permitted allowances.

“Professional Services” means services provided by Frost Solutions staff or contractors as set forth in the applicable Order Form.

“Services” means all of the services to be performed under one or more Order Forms executed by the parties, including Application Services, and/or Professional Services, and others.

“Service Level Agreement” means the Service Level Agreement attached hereto as **Exhibit A.**

“User’s Guide” means Frost Solutions’ online user documentation for the Application Services, as updated from time to time by Frost Solutions.

2. PROVISION OF SERVICES/RIGHTS OF USE

2.1 Subject to the terms and conditions of this Agreement and any Order Form, Frost Solutions hereby grants to Customer, and Customer hereby accepts from Frost Solutions, a non-exclusive, non-sublicensable, and non-transferable (except as set forth herein) license (“**License**”), to use the Application Services, including any updates thereto, as expressly stated in an Order Form, for the Term (as defined in this Agreement). Frost Solutions shall: (a) provide the Application Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (b) use commercially reasonable efforts to ensure that the Application Services perform in material compliance with the Specifications; (c) provide support to Customer as provided in the Order Form; (d) comply with all applicable laws and regulations in the performance of such services and the operation, hosting and maintenance of the Application Services; and (e) use reasonable safeguards consistent with industry standards in providing the Application Services hereunder to prevent security breaches and protect its servers from unauthorized access.

2.2 Frost Solutions reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by

implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Frost Solutions.

3. CUSTOMER RESPONSIBILITIES AND USE GUIDELINES

3.1 Customer shall use the Application Services as contemplated by this Agreement and Customer shall be responsible for its use of the Application Services.

3.2 Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (as hereinafter defined); (b) prevent unauthorized access to, or use of, the Application Services, and notify Frost Solutions promptly of any such unauthorized access or use; (c) review and, if acceptable, agree to any third party agreements or terms of service prior to using the Services in connection herewith and abide by the rules set forth therein; (d) comply with all applicable local, state, federal and foreign laws in using the Application Services including; (e) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Application Services available to any third party except as set forth in this Agreement; (f) not transmit or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (g) not upload to, or store within the Application Services, any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (h) not interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; (i) not attempt to gain unauthorized access to the Application Services or its related systems or networks, or access the same in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Application Services; (j) not modify, copy or create derivative works based on the Application Services; (k) not frame or mirror any content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; and (l) not reverse engineer or decompile the Application Services. Customer shall not transfer or assign the License without Frost Solutions' written consent, provided, however, that if the Application Services include a license requiring third party interaction, Customer may grant access to the Application Services to those third parties who are authorized by Customer to supply data. Customer's obligations under clause (g) shall be deemed fulfilled if Customer uses reasonable methods to prevent transmission of elicited code and does not intentionally transmit any of the same to Frost Solutions or the Application Services.

4. SERVICE LEVEL AND SUPPORT

Subject to the terms and conditions of this Agreement, Frost Solutions shall use commercially reasonable efforts to make the Application Services available in accordance with the service levels set out in **Exhibit A**.

5. FEES AND PAYMENT

5.1 Customer shall pay all fees specified in an Order Form, via a physical invoice or an electronic invoice, without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before

the due date set forth in such Order Form. Except as otherwise specified in an Order Form, (a) fees are based on Services purchased and not actual usage or Services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the Services purchased cannot be decreased during the relevant Term.

5.2 Frost Solutions shall invoice in advance and in accordance with the applicable Order Form. All invoices are due as stated on the invoice, but if not stated, physical invoices shall be due immediately upon receipt of the invoice, without any right of set-off or deduction. Frost Solutions may charge interest at the lesser of the maximum amount allowed by law or one and one-half percent (1.5%) per month on payments not timely made pursuant to the applicable invoice. In addition to any other rights or remedies of Frost Solutions, Frost Solutions may discontinue access to the Application Services provided to Customer without liability to Customer, if any invoice is not paid within thirty (30) days of the invoice date, until such amounts are paid in full. In any collection action relating to this Agreement, Frost Solutions shall be entitled to recover its costs of collection, including reasonable attorney's fees.

5.3 Unless otherwise stated, Frost Solutions' fees do not include any direct or indirect, local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature or kind, including value-added, use or withholding taxes (collective, "Taxes"). Customer is responsible for all Taxes associated with its purchases hereunder, excluding any taxes imposed on Frost Solutions' income. If Frost Solutions has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Frost Solutions with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. CONFIDENTIAL INFORMATION

From time to time during the Term, either party may disclose or make available to the other party Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, in which case such employees shall be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, including FOIA requests, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-

disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Subject to the limited rights expressly granted hereunder, Frost Solutions reserves all rights, title and interest in and to the Application Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Frost Solutions shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Application Services or any new programs, upgrades, modifications or enhancements developed by Frost Solutions or Customer in connection with rendering the Services to a Customer, even when refinements and improvements result from Customer's request, unless expressly set forth in an Order Form for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Frost Solutions by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to Frost Solutions all rights, title, and interest which Customer may have in to such refinements and improvements.

7.2 As between Frost Solutions and Customer, Customer exclusively owns all rights, to data or information submitted by Customer for use in the Application Services ("**Customer Data**"). As such, Customer has the right to and hereby does grant to Frost Solutions the right to use Customer Data in connection with the Application Services and other services to be provided hereby by Frost Solutions. Customer acknowledges and agrees that Frost Solutions may collect, use, and sell to third parties data, information, or insights generated or derived from Customer's use of the Application Services and other services provided by Frost Solutions for business and commercial purposes, including without limitation industry analysis, benchmarking, analytics, marketing, developing, training and improving its products and services. Data sharing with governmental entities shall not require approval from Customer; sharing with commercial snow removal entities shall require Customer approval in writing.

8. WARRANTIES AND DISCLAIMERS

8.1 Each Party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 Frost Solutions warrants that the Application Services (excluding the Hardware) will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the User's Guide. Frost Solutions warrants that the Hardware will be free from material defects in materials or workmanship for the period from start date specified in a relevant Order Form and continues for the period specified in any Order Form to Customer; provided the Hardware is used in conformity with the operating instructions and the warranty expressly disclaims physical damage to the Hardware and damage from adverse weather or environmental sources. Frost Solutions does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**.

8.3 Customer's exclusive remedies for breach of the warranties provided herein shall be the repair or replacement of the non-conforming Application Services, Hardware or Professional Services. Any claim for breach of warranty shall be made by providing written notice thereof to Frost Solutions together with a detailed explanation of the purported error. If repair or replacement is not possible within forty-five (45) days following Frost Solutions' receipt of written notice of a breach of the warranty, Customer may terminate the license to the defective Application Services (excluding Hardware) by providing written notice of the same to Frost Solutions. Customer shall then be entitled to receive a refund of the fees paid by Customer for the Application Services that are pre-paid and unused, for the period after termination.

8.4 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THEIR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY EITHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, FROST SOLUTIONS MAKES NO WARRANTY OF ANY KIND THAT THE APPLICATION SERVICES, PROFESSIONAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM THE PARTIES INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FROST SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY,

INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

10. INDEMNIFICATION

10.1 Frost Solutions will defend, indemnify and hold Customer harmless against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (the "**Losses**") incurred by Customer in connection with any actions, suits, proceedings, or claims made or brought by a third party against Customer alleging that the Application Services (excluding Hardware) infringes any U.S. intellectual property right of any third party, provided that Customer (a) gives prompt written notice of any such claim to Frost Solutions; (b) gives to Frost Solutions sole control of the defense and resolution of such claim; and (c) provides reasonable information and assistance to Frost Solutions in defending such claim.

10.2 If the Application Services (excluding Hardware) is held to infringe, or in Frost Solutions' opinion the Application Services is likely to be held to infringe any Intellectual Property rights of a third party, Frost Solutions may at its sole discretion and expense, either: (a) secure the right for Customer to continue use of the infringing Application Services; (b) replace or modify the infringing Application Services to make it non-infringing, provided such Application Services contains substantially similar functionality; or (c) terminate the licenses to the infringing Application Services modules granted hereunder. If Frost Solutions elects to terminate the Application Services Subscription under the foregoing provision, as Customer's sole and exclusive remedy, Frost Solutions shall refund to Customer any unused, prepaid license fees for the infringing Application Services modules indicated on the related Order Form. This Section 10.2 shall not apply to the extent that the alleged infringement arises from (x) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; (y) modifications to the Services not made by Frost Solutions; or (z) Customer Data.

10.3 Customer shall indemnify, hold harmless, and, at Frost Solutions' option, defend Frost Solutions from and against any Losses resulting from any actions, suits, proceedings, or claims made or brought by a third party against Frost Solutions (a) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or (b) based on Customer's or any authorized user's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; or (iv) modifications to the Services not made by Frost Solutions, provided that Customer may not settle any third-party claim against Frost Solutions unless Frost Solutions consents to such settlement, and further provided that Frost Solutions will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

10.4 THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND FROST SOLUTIONS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR

ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. TERM AND TERMINATION

11.1 This Agreement commences on the start date specified in a relevant Order Form and continues for the period specified in any Order Form unless sooner terminated as provided in this Agreement (the “**Initial Term**”). At the end of the Initial Term or any then-current Term (as defined below), Customer may renew this Agreement for one or more additional year terms by providing written notice of its intent to renew at least thirty (30) days prior to the end of the then-current Term. If the Term is renewed for one more renewal terms, the terms and conditions of this Agreement during each renewal term shall be the same as the terms and conditions in effect immediately prior to such renewal. Collectively, the Initial Term and any Renewal Terms are referred to as “Term.” In addition, prior to the expiration of any Term, Frost Solutions shall have the right to change the terms and conditions of this Agreement and any Order Form for any subsequent Renewal Term, in which case it shall notify Customer of such intent by written notice at least thirty (30) days prior to the expiration of the then-current Term and the parties shall enter into re-negotiation.

11.2 Either Customer or Frost Solutions may terminate this Agreement and any or all Order Forms as a result of a material breach of this Agreement by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not cured or resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Customer, the material breach is not cured or resolved in a fifteen (15) day period.

11.3 Customer may terminate any Order Form at any time, however termination pursuant to this Section 11.3 shall not result in any refund of payments made or payable to Frost Solutions during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions.

11.4 Upon expiration of the Term or termination of this Agreement or any Order Form, Customer’s access and use of the Application Services and all of Customer’s licenses and rights under this Agreement and/or the relevant Order Forms shall cease immediately.

11.5 In the event of expiration or termination of this Agreement, Customer shall immediately return all Hardware to Frost Solutions and shall be responsible for any costs and expenses associated with returning the Hardware to Frost Solutions. If Customer fails to return any unit of Hardware or any unit of Hardware is damaged and requires replacement upon receipt by Frost Solutions, Customer shall be invoiced the amount for replacing such unit(s), which is four (4) times the annual contract price for such unit(s).

12. PUBLICITY

Frost Solutions may not utilize Customer's name or logo unless Customer has explicitly granted permission to Frost Solutions to do so, including: (a) allowing Frost Solutions to use Customer’s name and logo in Frost

Solutions' customer list, on Frost Solutions' web site, and in Frost Solutions' marketing materials; and (b) allow Frost Solutions to reference Customer in a press release that announces Customer's decision to use the Application Services.

13. SURVIVING PROVISIONS

This Section 13 and Sections 1, 5, 6, 7, 8.4., 9, 10, 12, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, supersedes all prior agreements and Customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Exhibit or Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Exhibit or Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other Customer order documentation (excluding Order Forms and Statements of Work) or in any Frost Solutions documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted herein or to any term of condition of this Agreement.

14.2 All notices under this Agreement shall be in writing. Notices to Frost Solutions shall be addressed to the attention of its President and shall be deemed to have been given upon the second (2nd) business day after sending email to contracts@frostsolutions.io. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated on the signature page, and shall be deemed to have been given upon (a) personal delivery; (b) the second (2nd) business day after mailing; (c) the second (2nd) business day after sending by confirmed facsimile; or (d) the second (2nd) business day after sending by email.

14.3 The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4 In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other

industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.5 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party or to an Affiliate of such competitor. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.6 No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.7 If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.8 This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

14.9 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FROST SOLUTIONS, LLC

Customer:City of Wyoming, Michigan

By:_____

Name: Mike Bott

Title: Owner

By:_____

Name: Jack A. Poll

Title: Mayor

By:_____

Name: Kelli A. VandenBerg

Title: City Clerk

EXHIBIT A

SERVICE LEVEL AGREEMENT

AVAILABILITY

Frost Solutions commits to maximizing performance of the RWIS units and Application Services for its Customers. Frost Solutions shall use commercially reasonable efforts to make the Application Services generally available twenty four (24) hours a day, seven (7) days a week at a minimum rate of 75% uptime, ("**Uptime Commitment**") except for: (i) planned downtime, which shall be any period for which Frost Solutions provides at least eight (8) hours' notice that the Application Services will be unavailable; (ii) any unavailability caused by circumstances beyond Frost Solutions' reasonable control, including without limitation, computer or telecommunications failure or delays involving hardware or software not within Frost Solutions' possession or reasonable control, and network intrusions or denial of service attacks; (iii) any period of unavailability lasting sixty (60) minutes or less; or (iv) a disruption in the connection between the server on which Application Services is located based on a failure of Customer's connection to the public Internet or a general failure of the public Internet not related specifically to Application Services' infrastructure. If Frost Solutions fails to meet the Uptime Commitment for two (2) consecutive calendar months or fails to meet the Uptime Commitment for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer's right of termination, Customer may terminate this Agreement, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for any service level deficiencies of any kind.

SUPPORT

Frost Solutions will use commercially reasonable efforts to provide Application Services support to Customer comprised of (i) on-line access to the Frost Solutions support at support@frostsolutions.io; and (ii) Frost Solutions' telephone support at 312-767-9423. Frost Solutions will use commercially reasonable efforts to respond to Customer's inability to access the Application Services or a component of the Application Services which had previously performed as expected within the guidelines laid out above.

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council award a bid to ControlNet, L.L.C. for the Water Treatment Plant dehumidification upgrade project in the total estimated amount of \$295,400.00.
2. It is further recommended the City Council authorize 5% or \$14,770.00 of the bid value for construction contingency.
3. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Water Treatment Plant dehumidification upgrade project to ControlNet, L.L.C. in the total estimated amount of \$295,400.00.
2. The City Council does hereby authorize 5% or \$14,770.00 of the bid value for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid/Contract

Resolution No. _____

STAFF REPORT

Date: September 1, 2022
Subject: Dehumidification Upgrade Project
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: September 19, 2022

RECOMMENDATION:

It is recommended the City Council award the bid for the Dehumidification Upgrade Project provided by ControlNet for \$295,400.00 with a 5% contingency for a total estimated amount of \$310,170.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant is a humid environment by its very nature, and this humidity has harmful effects on the equipment, instrumentation, motors, etc. that control the process. The filter pipe gallery specifically endures considerable condensation resulting in pipe and equipment corrosion.



The first phase of updating the plant dehumidification systems was approved by Resolution No. 27074 and included the installation of three new dehumidifiers in the north treatment plant. The south treatment plant's existing dehumidification system also requires updating though it is more economical to overhaul the Bry-Air industrial dehumidifier rather than perform a complete replacement. The desiccant wheel is not operating properly, the seals have deteriorated, and the insulation is breaking down making the system inefficient and prone to breakdown. It is necessary to improve the dehumidification system to prolong the life of plant equipment and infrastructure.

On April 25, 2022, a Bry-Air technician made a site visit to evaluate the dehumidifier system due to the known problems and system operation. The technician performed a thorough inspection and confirmed the necessity of an overhaul. Therefore, project specifications were developed to update the dehumidification system. In addition to updating the dehumidifier, the scope of work includes installing ceiling fans for better air circulation and updating the building automation system which controls the dehumidification and plant HVAC systems.

On July 21, 2022, contract plans were publicly advertised for competitive bid with specifications and drawings sent to thirty-six requesting companies. A pre-bid meeting occurred at the Water Treatment Plant on Thursday, August 11 with three contractors in attendance. On Tuesday, August 30, one bid was received from ControlNet in the amount of \$295,400.00.

Upon review of the received bid document, ControlNet was found to meet the necessary bid specifications. ControlNet has performed quality work at utility plants in the past and is an experienced contracting firm with an excellent reputation. Therefore, it is recommended the City Council award the bid for the Dehumidification Upgrade Project provided by ControlNet for \$295,400.00 with a 5% contingency for a total estimated amount of \$310,170.00

BUDGET IMPACT:

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

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ELECTION EQUIPMENT CASES

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of election equipment cases.
2. The City of Wyoming is eligible to receive up to \$45,000 toward election security purchases through the 2022 Election Security Grant offered through the State of Michigan.
3. Using a portion of these funds, the City Clerk would like to purchase storage cases for election equipment with a total estimated amount of \$13,080.00.
4. Due to the election equipment used in the City of Wyoming, these cases are only available through Election Source, the local supplier for Dominion Voting Systems.
5. A budget amendment will be presented at the conclusion of the grant funding period to address the final amount awarded.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of election equipment from Election Source in the total estimated amount of \$13,080.00.
2. The City Council waives 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 certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: September 14, 2022
Subject: Purchase of Election Equipment Cases
From: Kelli A. VandenBerg, City Clerk
Date: September 19, 2022 Regular Session

RECOMMENDATION:

It is recommended the City Council approve the purchase of election equipment cases from Election Source in the amount of \$13,080.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Purchase of these election equipment cases will provide an improved and safer means of storing and moving valuable pieces of election equipment. Election equipment is a costly but necessary resource that serves our community. Protecting and preserving this equipment is critical to support our democratic process.

DISCUSSION:

The City of Wyoming received new election equipment in 2017, including new tabulators and voter assist terminals for all Wyoming precincts. At that time, old equipment cases were converted to accommodate the new voter assist terminals. Cases for this equipment are roughly \$590.00 each and Wyoming needed 22 cases. Use of these old cases has been generally successful, though they are aging and starting to show wear and tear.

Earlier this year, the State of Michigan announced the 2022 Election Security Grant, which reimburses local units up to \$1,500 per precinct. With 30 precincts, the City of Wyoming is eligible for up to \$45,000. These grant funds provide an excellent opportunity to purchase these cases, while also providing a more reliable long-term solution for the storage of this equipment.

The City of Wyoming uses Dominion Voting Systems equipment. Election Source is the local supplier of Dominion products and as such is the sole source for these cases.

BUDGET IMPACT:

The estimated cost for the purchase of these cases is \$13,080.00. The Clerk-Elections budget can accommodate this purchase; however, a budget amendment will be presented to the City Council at a later date to address the receipt of grant funding.



Quote

4615 Danvers Drive SE
Grand Rapids, MI 49512
888-742-8037

Date	Quote #
9/14/2022	416

Name / Address
City of Wyoming Finance PO Box 905 Wyoming, MI 49509

Ship To
City of Wyoming Kelli VandenBerg 1155 28th Street SW Wyoming, MI 49509

Rep
JM

Item	Description	Qty	Cost	Total
IM-ICX Case	Case for Dominion ICX Classic 15" with custom cut foam. High strength plastic, waterproof, handles with wheels and retractable pull handle 24" X 24" X 14"	22	590.00	12,980.00
Freight Charges	Customers Shipping & Handling Charges	1	100.00	100.00

By signing you accept the terms of this quote. This quote is valid for 90 days. Shipping and handling prices are estimated and subject to change. Unless otherwise quoted freight is FOB Grand Rapids, MI. Taxes may also be additional dependent upon your state.

Total	\$13,080.00
--------------	-------------

Signature

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH UPGRADING PARKING LOT LIGHTS
TO LED BULBS AND APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with upgrading the parking lot lights at Police, Court, Veteran’s Park and City Hall to LED bulbs and to authorize payment to Meekhof Electric in the amount of \$12,938.75.
2. The City will receive a total of \$11,848.75 towards the cost of the LED bulbs from the Consumers Energy Business Energy Efficiency Program.
3. A budget amendment is required for this project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with upgrading parking the parking lot lights to LED bulbs.
2. The City Council does hereby authorize payment to Meekhof Electric in the amount of \$12,938.75.
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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report

CITY OF WYOMING BUDGET AMENDMENT

Date: September 19, 2022

Budget Amendment No. 037

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$11,848.75 of budgetary authority to provide the necessary funds to upgrade the parking lot lights to LED bulbs at Police, Court Building, Veteran's Park and City Hall and recognize the associated rebate revenue from Consumers Energy.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Miscellaneous Income Rebates				
101-688.053	\$ -	\$ 11,848.75		\$ 11,848.75
Police - Building - Repairs and Maintenance				
101-305-30610-930.000	\$ 102,404.00	\$ 5,618.50		\$ 108,022.50
Facilities - Facilities Maintenance - Repairs and Maintenance				
101-267-26700-930.000	\$ 87,652.00	\$ 6,230.25		\$ 93,882.25
<hr/>				
Fund Balance/Working Capital (Fund 101)	\$ -	\$ -	\$ -	
<hr/>				

Recommended:  Senior Accountant

 Deputy 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: September 8, 2022

Subject: Lighting Upgrades at Police, Courts, Veteran's Park, City Hall

From: Troy Rinks, Facilities Foreman

Meeting Date: September 19, 2022

RECOMMENDATION:

It is recommended the City Council approve the associated budget amendment recognizing both the rebate and expense of upgrading parking lot lights to LED bulbs at the Police, Courts, Veteran's Park, City Hall lots, and approve the arrangement with Meekhof Electric to perform this work.

COMMUNITY, SAFETY, STEWARDSHIP:

Parking lot lighting upgrades to LED fixtures at our facilities are more energy efficient, brighter, and enhance security at these sites for our day-to-day operations for employees and citizens. The previous parking lot lights were 20 plus years old, not as bright, and more costly to operate. Additionally, these areas were also recommended for replacement in fiscal years 2023 (Police and Veterans Park) 2025 (City Hall) and 2027 (Court) by the recent facility asset management study.

DISCUSSION:

Facilities staff worked with Meekhof Electric Inc. to identify parking lot lighting that was eligible for upgrades utilizing a Consumers Energy Business Energy Efficiency Program. Meekhof Electric Inc. is a local contractor and a preferred provider for the work performed under the Consumers Energy Business Energy Efficiency Program. Most of the parking lights at the Police, Courts, Veteran's Park, City Hall were upgraded from halogen to LED fixtures over the past several weeks. The total project cost for this work was \$12,938.75, of which \$11,848.75 is covered by incentives provided by the Consumers Energy Business Energy Efficiency Program.

BUDGET IMPACT:

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

ATTACHMENTS:

Budget Amendment

ORDINANCE NO. 15-22

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (134) TO REZONE 5050 BYRON CENTER AVE SW AND
2180 52ND ST SW FROM R-1 TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (134) to read as follows:

(134) "The Pines":

(a) To rezone the following described property at 5050 Byron Center Avenue SW (parcel number 41-17-27-300-048) and 2180 52nd Street SW (parcel number 41-17-27-300-038) from R-1 Residential District to PUD-4 General Planned Zoning District:

PARCEL NUMBER 41-17-27-300-048, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S 01'19'23" E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S 8T58'45" E 283.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 8T58'45" E 2364.63 FEET ALONG THE SOUTH LINES OF GOLFPARK WEW ESTATES AND GOLFPARK WEW ESTATES NO. 2 TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 27; THENCE S 01'05'.37" E 1667.10 FEET ALONG SAID NORTH-SOUTH 1/4 LINE, ALSO BEING THE WEST LINE OF CHATEAU ESTATES NO. 4 AND CHATEAU ESTATES NO. 5; THENCE N 8T55'44" W 740.05 FEET; THENCE S 01'05'43" E 150.00 FEET; THENCE N 8T55'44" W 350.00 FEET; THENCE N 01'05'43" W 100.00 FEET; THENCE N 84.17'41" W 787.61 FEET; THENCE N 8T55'44 W 718.16 FEET TO THE EAST LINE OF BYRON CENTER AVENUE SW; THENCE N 01"19'23" W 1200.72 FEET ALONG SAID EAST LINE; THENCE N 88.40'.37" E 233.00 FEET; THENCE N 01"19'23" W 450.86 FEET TO THE POINT OF BEGINNING. CONTAINING 98.29 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PARCEL NUMBER: 41-17-27-300-038, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N 8T55'46" W 976.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 27; THENCE N 01'05'41" W 33.14 FEET TO THE NORTH LINE OF 52ND STREET AND THE POINT OF BEGINNING; THENCE N 87.55'44" W 893.91 FEET ALONG SAID NORTH LINE; THENCE N 01'19'23" W 841.12 FEET; THENCE S 84.17'41" E 787.61 FEET; THENCE S 01"05'43" E 100.00 FEET; THENCE S 8T55'44" E 114.00 FEET; THENCE S 01"05'41" E 690.93 FEET TO THE POINT OF BEGINNING. CONTAINING 16. 42 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

(b) This rezoning is conditional upon the development’s compliance with all the following:

(1) This rezoning is conditional upon all development being consistent with the overall development plan for The Pines project as presented at the City Planning Commission meeting of July 19, 2022, consisting of a project narrative prepared by Mark Avis, Redhawk Multi-family, drawings and renderings with such changes as are approved during the approval of the final development plan(s). However, the development must comply with the following:

- i. Permitted Uses – This development as approved shall include the following uses:
 - i. Commercial and office uses not to exceed 29,500 sf. All uses shall comply with sections 90-401B and 90-418B.
 - ii. Residential uses not to exceed 604 units.
- ii. Unit count and housing type – This development as approved shall include the following unit types, number of buildings for each unit type, and number of units. The final development may not exceed the following outlined numbers:

	Number of Units	Number of Buildings
2-Story Condos (Sale)	58	29
1-Story Ranch Condos (Sale)	38	19
Starter Condos (Sale)	50	2
Lofts (Rent)	58	29
Townhomes (Rent)	160	8
Condos (Rent)	240	15
TOTAL	604	

- iii. Common Open Space - This development as approved shall include 29.7 acres of open space, inclusive of a 13-acre dog park. Open Space areas shall generally be consistent with “Open Space Exhibit” prepared by Wolverine Engineers & Surveyors, Inc., for the Pines Development – Domo/Redhawk project, Job No. 21-00789, Sheet No. C2.1, dated 06/06/2022.
- iv. Quality Finishes – This development as approved shall include façade finishes comprised of high-quality materials including stone, masonry, wood, hardi-plank and glass rather than vinyl or aluminum siding. Metal and stone roof accents shall be incorporated into the design as generally depicted in “The Pines Redevelopment Architectural Examples.”

(2) All streets shall be private.

(3) The final site plan must accommodate future access opposite Cottondale Drive on 52nd Street for future access to the corner parcel (5160 Byron Center Ave SW). The entrance must be modified to allow left-turns into the site from the Golfton Driveway entrance.

(4) The developer must provide to the City Engineer alternatives to consider for possible delays at the Byron Center Ave SW and Woodlake entrance.

- (5) Parcels must be combined for future development and to do so, ownership must be consolidated.
- (6) Zero lot lines within the development are permitted but setbacks must be maintained at the borders of the parcel as depicted on the “Preliminary Site Plan” prepared by Wolverine Engineers & Surveyors, Inc., for the Pines Development – Domo/Redhawk project, Job No. 21-00789, Sheet No. C2.0, dated 06/06/2022 and as minimally described below:
- (A) Front yard: 35’ minimum
 - (B) Side yard: 20’ minimum (if the side yard abuts a street having residences fronting) or 25’ minimum (principal non-residential buildings)
 - (C) Rear yard: 35’ minimum
- (7) The following site signage is allowed:
- (A) 1 double-sided monument sign up to 88 square feet on each side.
 - (B) 2 double-sided monument signs up to 48 square feet on each side.
 - (C) 105 exterior building wall signs, each not to exceed 9 square feet.
 - (D) 15 exterior directional signs, each not to exceed 9 square feet.
 - (E) Storefront signs on rear and front of building, size of each in accordance with the city’s zoning ordinance allowance.
- (8) Parking within the development must comply with the following:
- (A) Average parking spaces per dwelling unit: 1.72
 - (B) Total spaces allocated to residential units: 1,040 spaces.
 - (C) Total spaces allocated to commercial uses: 85 units.
 - (D) Total spaces allocated to amenities (*e.g.*, clubhouse and dog park): 70 spaces.
 - (E) Total spaces not to exceed: 1,195 spaces.
- (8) The developer must require membership in and payment of dues and special assessments to a home-owners association (HOA) by owners of all separately owned lots or units, and the owners of all buildings. The dues shall be allocated among participants in such a manner to be reasonably fair and shall be reviewed and approved by the City Manager. Dues and other amounts collected by the HOA shall always be sufficient to pay all costs of the oversight, governance, operation, maintenance, repair, replacement, and, if desired, improvement of streets, common elements, open spaces, and amenities to ensure they are and remain in a condition at least as good as the City provides for comparable City-owned amenities. The HOA shall have the authority to compel payments of dues and special assessments by the owners of all the lots and buildings. The developer shall provide drafts for review by the City attorney and final documents complying with this requirement must be in effect prior to final site plan review and prior to issuance of any building permit, including any permit for a model structure.

Section 2. That 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

July 26, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a rezone from R-1 to PUD-4 at 5050 Byron Center Avenue SW and 2180 52nd Street SW.

Recommendation: To approve the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 19, 2022. A motion was made by Hall, supported by VanDuren, to recommend to the City Council to recommend to City Council approval of the request for a rezone to PUD-4. 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 to rezone 114.52 acres from R-1 to PUD-4. The project referred to as “The Pines,” is proposed to be a mixed-use development that includes 604 residential units and commercial uses. The residential portion of the project is proposed to include a variety of housing types and ownership models (renter and owner occupied) including low-density buildings (e.g. duplexes and lofts) and medium density buildings (e.g. 2-3 story apartment buildings and townhomes). The commercial portions of the development will include office and retail uses. The developer is also installing EV chargers and integrating other low impact designs, such as rain gardens, into the open space and public areas. The proposed PUD also includes a 13 acre dog park.

Planning Commissioners stated that they believed that the proposed PUD was in alignment with the Wyoming [re]imagined master plan and future land use plan and the City’s housing plans. They expressed gratitude to the developer for working with the neighboring residents and with staff to create a PUD that preserves significant open space and provides a diversity of housing options as articulated in the city’s master plan.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be

community • safety • stewardship

CITY COUNCIL

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

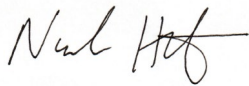
granted by City Council:

- a. Request to allow zero lot lines—The developer requests that buildings within the PUD be allowed to use zero lot lines, while respecting setbacks at the borders of the parcel.
- b. Site Signage—The developer requests the following deviations to the sign code:
 - i. Qty (1) 88 sf double sided monument sign
 - ii. Qty (2) 48 sf double sided monument sign
 - iii. 105 exterior building wall signs, each not to exceed 9 sf
 - iv. 15 exterior directional signs, each not to exceed 9 sf
 - v. Storefront signs on rear and front of building, size of each per zoning code allowance
- c. Parking – The developer requests the following deviations to the parking standards:
 - i. Average parking spaces per unit: 1.72
 - ii. Total spaces allocated to residential units: 1,040 spaces
 - iii. Total spaces allocated to commercial uses: 85 units
 - iv. Total spaces allocated to amenities (e.g. clubhouse and dog park): 70 spaces
 - v. Total spaces not to exceed: 1,195 spaces

Planning Commission was supportive of the requested deviations and recommended they be granted by Council.

During public comment at the Planning Commission meeting 11 residents spoke in opposition to the proposed PUD. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

AGENDA ITEM NO. 1

Request to rezone from R-1 Residential to PUD-4 General Planned District at 5050 Byron Center Avenue SW and 2180 52nd Street SW (Section 27) (Pines Golf Course Inc/Accord Development II LLC)

Hofert explained that the property includes multiple parcels and in total is 114.52 acres. The properties are zoned R-1 and the addresses are 5050 Byron Center Avenue SW and 2180 52nd Street SW. The site is currently a golf course and driving range.

Hofert said that the project, “The Pines,” is proposed to be a mixed-use development that includes residential and commercial uses. The residential portion of the project is proposed to include a variety of housing types including low-density buildings (e.g. duplexes and lofts) and medium density buildings (e.g. 2-3 story apartment buildings and townhomes). The commercial portions of the development will include office and retail uses. The developer is also installing EV chargers and integrating other low impact designs, such as rain gardens, into the open space and public areas.

Hofert stated that the developer has met with the neighboring residents on multiple occasions to collect feedback and revise aspects of the project. The latest submittal from the developer includes: 13-acre dog park, sports courts, fitness center, clubhouses, and swimming pools.

Hofert said that the applicant is requesting a rezone to a PUD-4. Therefore, the following were considered:

Qualifying Conditions

- (a) Location- The proposed site meets the location requirements.
- (b) PUD Purpose- The project achieves more than three of the required purposes listed in *Section 90-416C*. The project will create a mixed-use neighborhood that could not be created under a traditional singular zoning district. The Pines will protect vast natural assets, provide varied missing middle housing, utilize land in an efficient manner, and provide housing, employment, and shopping needs well suited to the needs of Wyoming’s residents.
- (c) Size- The project site is 114.52 acres and meets the minimum size requirement.
- (d) Residential Density- The proposed density is 5.27 dwelling units/acre on 114.52 acres (including wetland). Per *Table 90-420C(2) Permitted Maximum Density by PUD Size*, the

maximum permitted density without a density bonus for PUD's ranging from 35.1 – 100 acres is 15 dwelling units /acre.

- (e) Housing Variety- The project will include for-sale and for-rent homes and a variety of housing types including townhomes, duplexes, condos, and apartments. The mix of housing meets the PUD requirement to provide varied housing within the new development.
- (f) Utilities- The PUD will be served by public water and sanitary sewer facilities. The development works within the existing system.
- (g) Ownership and Control- This condition has been met. The owner of all parcels has submitted a letter of intent to sell to Redhawk Multifamily, LLC Domo and Domo Development Company and is a party in this request.
- (h) Recognizable Public Benefit- At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the proposed PUD:
 - (i) Preservation of significant natural resources – The project includes preservation and protection of existing wetlands and natural features. The site plan attempts to preserve the features and tree canopies of the existing golf course, where possible.
 - (ii) A complementary mix of land uses or housing types within the PUD – The project is mixed-use, permitting for a variety of housing, including townhomes, duplexes, apartments as well as complementary retail and office uses. The Pines also includes designate open space along its Byron Center Avenue frontage.
 - (iii) Preservation of common open space beyond the minimum requirement –The project exceeds the minimum 20% requirement. Open Space includes open park space in the central core of the development as well as a 13 acre dog park and trail connections to the nature preserve that abuts the north-eastern portion of the site. This PUD-4 provides 29.7 acres of open space, where only 22.9 acres is required.
 - (iv) Connectivity of open space – The Pines includes a trail connection to the adjacent George P. Tilma Preserve and the Kent Trails multi-use trail network is accessible via a 0.55 mile journey through an adjacent single-family neighborhood.

Hofert spoke about staff's comments.

- (A) Parking – The PUD-4 requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 parking spaces per unit. The developer requests permission to deviate from these standards to offer 1,107 parking spaces at a ratio of 1.83 spaces per unit. This is a

significant deviation and not supported by the developer’s proposed housing mix. Staff is not supportive of the parking modifications and recommends that the proposed PUD be approved conditional on capping the number of parking spaces at 1,195, where 85 spaces are allocated to commercial units, 70 spaces are allocated to amenities (e.g. clubhouses and dog park), and 1,040 are allocated to the residential units. (Note: The residential parking count is a deviation from the original staff report. Staff worked with the developer prior to the meeting to slightly increase the number of permitted spots to meet both their need as well as the intent of the code).

	Parking Spaces Required	Number of Buildings	Number of Units	Parking Multiplier
2-Story Condos (Sale)	116	29	58	2.0
1-Story Ranch Condos (Sale)	76	19	38	2.0
Starter Condos (Sale)	75	2	50	1.5
Lofts (Rent)	98	29	58	1.69
Townhomes (Rent)	270	8	160	1.69
Condos (Rent)	405	15	240	1.69
TOTAL	1040			
AVG per Unit	1.72			

	Parking Spaces Proposed	Square Footage	Parking Multiplier
Retail Building	30	7500	0.0040
Office Buildings	55	22000	0.0025
Clubhouses	35		
Dog Park	35		
TOTAL	155		
GRAND TOTAL REQUIRED	1195		

(B) Additional modifications to minimum requirements – The developer requests the following modifications which can be recommended by Planning Commission and granted by City Council:

- a. Request to allow zero lot lines—The developer requests that buildings within the PUD be allowed to use zero lot lines, while respecting setbacks at the borders of the parcel. Staff supports this deviation as it allows for the preservation of more open space and a more walkable development.
- b. Site Signage—The developer requests the following deviations to the sign code:
 - i. Qty (1) 88 sf double sided monument sign
 - ii. Qty (2) 48 sf double sided monument sign
 - iii. 105 exterior building wall signs, each not to exceed 9 sf
 - iv. 15 exterior directional signs, each not to exceed 9 sf
 - v. Storefront signs on rear and front of building, size of each per zoning code

allowance

- (C) Traffic Impact Study – The study showed that Byron Center and 52nd St SW can absorb the projected growth with minor traffic improvements such as signal timing adjustments. Engineering staff has noted that they will need to work with the developer in the site plan review phase of the project to minimize the anticipated delays generated inside the development. Further evaluation of the traffic flow will be necessary to ensure the most efficient egress of the site and minimal impact to surrounding roadways.

- (D) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA) - The city’s 2019 AI and HNA identified a need for missing middle housing (including townhomes, duplexes, fourplexes) and apartments in Wyoming. This proposed development will contribute 604 housing units of several types to meeting this need.

- (E) Master Plan –The City’s Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Suburban Residential and gives guidance to “direct suburban residential growth primarily as planned unit developments (PUDs) that include higher density options, greenspace, and pedestrian infrastructure.” In defining Suburban Residential, the Master Plan says that higher-density residential should be prioritized near major roadways, such as Byron Center Avenue and 52nd Street, and near Neighborhood Commercial Centers, such as the parcels at the southwest corner of this project.

The Pines Golf Course is specifically identified in the Residential Areas Framework Plan of the Master Plan as an opportunity site that should be considered for mixed use with commercial fronting the street and medium density housing in the interior. This project proposes commercial along the two frontages with medium density housing in the site’s interior, just as called for in the Master Plan.

The adjacent low-density neighborhoods of detached single-family homes to the north and the east are built at 2.7 and 2.4 dwelling units per acre respectively with no preserved green space. This project calls for a medium density of 5.3 dwelling units per acre, 22.9 acres of green space, and 29,500 sq ft of commercial space. Both in terms of the Master Plan as a whole and the Residential Areas Framework Plan, this project meets the guidelines established.

- (F) Location- This project is located adjacent to the Rivertown commercial corridor and the University of Michigan Health West campus. Residents of this new neighborhood will have convenient access to both of these employment centers.

Hofert explained the recommended conditions of approval.

- 1.) The conceptual plan, building elevations, and project narrative of The Pines shall be accepted as part of approved PUD-4.
- 2.) All proposed streets shall be private.
- 3.) Cap parking spaces at 1,195 spaces, inclusive of 85 spaces for commercial units, 70 spaces for amenities, and 1,040 spaces for residential units.
- 4.) Allow for zero lot lines within the development but require that setbacks be maintained at the borders of the parcel.
- 5.) Signage in the PUD shall be as outlined in the approved request (see staff comment B).
- 6.) Site Plan must accommodate future access opposite Cottondale Drive on 52nd Street for future access to corner parcel (5160 Byron Center Avenue). Modify drive entrance to allow left-turns into site from Golfton Driveway entrance.
- 7.) Developer shall provide alternatives to the Engineering Department to consider for anticipated delays at the Byron Center Avenue and Woodlake entrance.
- 8.) Parcels will need to be combined for future development. Two separate owners; parcels need to have the same ownership to be combined.

Hofert said that the Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request and recommends the same to the City Council subject to conditions 1-8.

The public hearing was opened at 7:21 PM

Robert Williams, 2685 Danton Dr SW, Wyoming, MI 49519, stated that at first, he wanted to support the project but as he received more information, he realized what was going on. Williams described the surrounding properties. Williams thinks that there will be at least 1,000 vehicles entering the area and if the two B-1 sites at the corner of 52nd and Byron Center construct retail there could be 1,500 to 2,000 vehicles entering the area. He said that it is very difficult at times to make turns on Byron Center Ave and traffic will only get worse. Williams said that the City will have to invest massive amounts of money to expand the roads. Williams asked the board to consider the traffic and stated that there is something better that can be developed here.

Randy Squires, 4565 Valleyridge Dr SW, Wyoming, MI 49519, said that he commends the developer for listening to residents and trying to compromise and come up with a plan that the residents would like. He said that many residents in the area would still like the property to stay R-1. Squires stated that keeping it R-1 would remove greenspace, but it could be worked out.

Gloria Houtsma, 2489 Golfbury Dr SW, Wyoming, MI 49519, agrees totally with the first speaker about the traffic concerns. She said that neighbors are not wanting the additional traffic and does not know if the board has thought about that. Houtsma stated that this is a residential single family neighborhood with good quality homes and they do not want rentals. She stated that she attended the first meeting that the developer held at the Pines and that the developer said it would be \$200,000 income families that would be renting the units. Houtsma wondered if there was an income minimum to rent and asked the board to consider that. She said that renters don't take pride in ownership, and she is concerned about the quality of homes. Houtsma stated that they should be single family 1-unit residential homes like the surrounding homes in the area. Houtsma said that this project will really deteriorate and put down the neighborhood and increase traffic. This is not something the city wants. She said that the city will get a lot of income tax from this project, and she hopes that the income taxes will come down for the area. Houtsma said the city will be getting a lot of money but not from what they want.

Paul Hoppenrath, 4864 Byron Center Ave SW, Wyoming, MI 49519, said that he lives the closest to the golf course right next to hole number two. Hoppenrath said that he is a little prejudice because his kids grew up there and he wants the golf course to stay or would like the City to purchase the property and turn it into a park. Hoppenrath stated that he was before the board 15 years ago to ask for a no vote for a PUD proposal and they were successful. He said now the golf course wants the PUD zoning. Hoppenrath said the owners will make a lot of money and doesn't begrudge them for that, however he doesn't feel that it is in the community's best interest because property values will go down. He wants it to stay R-1. Hoppenrath spoke about how the applicant, developer and architect are from out of state, so the money doesn't stay local. Hoppenrath stated that he wants it to stay R-1 and for a local residential developer to sell lots. He said this way all the money stays local and in the community. Hoppenrath said that the City wonders why they get no votes for millage and income tax request and they need to keep that in mind. We should work with residents since they are the city, the gentleman asking for this is not the city, they are.

Barb Squires, 4565 Valleyridge Ave SW, Wyoming, MI 49519, states that she is an avid walker on Byron Center and has had multiple close calls while crossing the street. If the traffic is increased with all the condos and apartments coming in it will be dangerous for people walking and kids riding their bikes. She said that she is worried about the kids crossing the street going to school because drivers on 52nd and Byron Center do not pay attention to the lights.

Bonnie Komejan, 4660 Allyson Ave SW, Wyoming, MI 49519, said that she is sorry that the City overturned the Planning Commission's decision regarding the rezone request from B-1 to

B-2 located at the corner of Byron Center and 52nd St. She said that it does make a difference because this is 600 rentals plus 179 for the corner of 52nd and Byron Center. She said that they are surrounded on all four sides by apartments now. Komejan said that she appreciates that the developer worked with the neighbors informing them and making changes that were requested, however they do want it to stay residential. Komejan said now with the development with 179 units if it were to be residential it's a little different because people don't normally choose to build a new house in a new development with multi families right around it. Komejan said that the real estate agents will be like piranhas on their homes now. She said that they have had several mailings and three houses were listed on Easy St. in the last two months because the owners know that home values are going to go down. Komejan said for the City of Wyoming she wants the Commissioners to think hard about how much and how many multi families they want to put up because they may be pushing the citizens to move out of the City that have been here for decades.

Marie Boguszewski, 4885 Byron Center Ave SW, Wyoming, MI 49519, has lived in her home for 25 years. Boguszewski said that she knew when she bought her house that she would have to pull out into a busy street but lately it is taking her more time to back out and the street is getting busier. She is worried about the animals and the birds and stated that there is a lot of deer in the area. Boguszewski stated that there are deer accidents all the time. Boguszewski described geese and ducks crossing Byron Center and said that it is a beautiful place. She said she would hate to move and said that the value of her house is going to go down. Boguszewski questioned who would want to buy her house when it is such a busy place. She thanked the Commission for their time on the project and said that if they lived where she lived they would truly understand and take another look and come up with another idea. Boguszewski said that she likes to wake up in the morning with her cup of coffee and watch the golfers but that isn't going to happen anymore. She said that if they do decide to do that, please hire local because we have excellent builders here and she wants the money to stay here.

Nancy Krommendyk, 4753 Byron Center Ave SW, Wyoming, MI 49519, stated that she once lived in an area in a residential home and the apartments came in and all of a sudden they had stealing in the neighborhood and it was devastating for her kids. She doesn't feel safe when there are people who really don't care about their homes and don't invest. Krommendyk said that it is all about money and understands and she is ok with it being residential. She stated that times change but she would like to see families and communities move in because they will pay their taxes and they are good people and for safety. Krommendyk said that she spoke with a man who knows a Commissioner from Gaines Township. She said that Gaines Township opened up a lot of apartments and they are regretful because now their crime has gone up and people are worried about the traffic. She stated that her first thought was that she would have to move. Krommendyk wants a safe community and would love the City of Wyoming to be considered in the list of safe places to live. She said that the City cares about them and their need and that she is ok with growing but not with apartment complexes.

Ron Krommendyk, 4753 Byron Center Ave SW, Wyoming, MI 49519, said that he has been a builder for the last 25 years building residential homes. He understands that progress has to happen and the property can't stay the way it is but they want the Commission to consider the fact that single family residential would be the best option for them as a community and also for the locals that are building in the community.

Jeff Nelson, 2101 Pinnacle Dr SW, Wyoming, MI 49519, said that his father brought up a great question. He said that they have been in the neighborhood for almost 30 years and then he got up and pointed to the City map that was set up and questioned a section of land that he said has never sold. Nelson said that that piece of property had been rumored to have been contaminated along with a portion of the driving range. Nelson said that because of the wind people won't be happy if the ground is disrupted. He stated that he is not a scientist or geologist. Nelson said that he is not the only one that has talked about the contaminated ground and why a lot of corner lots in that driving range have not sold over the years.

Dennis Wyatt, 1846 Pinnacle Dr SW, Wyoming, MI 49519, said that this is not an appropriate type of housing for this area. Wyatt said this area has the nicest areas and neighborhoods that Wyoming has. Wyatt said that Wyoming is going to do what is best for Wyoming and would like the Commission to consider single family homes. He said that Wyoming's image will be raised by upgrading into single family homes and it will be downgraded by putting more low-end apartments. Wyatt agrees with everything the speakers have said. He said that he wants to keep it single family and keep the neighborhoods nice.

Micele closed the public hearing at 7:42 PM.

Mark Avis, Redhawk Multifamily, introduced himself as the managing principle with Redhawk Multifamily. Avis gave a presentation on the proposed project. He spoke about their process as developers and what steps they take to get to this point in the project. Avis said that before the process was started, they spoke with the owners about their vision for the property. Avis said that they studied Wyoming's Master plan so they could design something that exactly mirrors the master plan. He said that they also studied past submittals submitted to the City, housing needs, schools, and traffic. Avis said that they held three meetings at the Pines for the neighborhood and he gave the residents his personal cell number and email. All comments received from the residents about the project were addressed. Avis said that all City staff comments and suggestions received to date have been incorporated into the site plan. Avis explained that what they are presenting matches almost word for word what is in the master plan.

A motion was made by Hall, supported by VanDuren to grant the PUD-4 rezoning request and recommend the same to City Council.

DeLange spoke about condition #3 regarding the parking and how it was one of his concerns. DeLange said that he was pleased that the parking calculation is at 1.72. DeLange said that he

lives in the immediate area and the increase in traffic in the Tilma preserve won't affect anyone more than him because he lives next to the other main entrance to the preserve, but he is not worried about the traffic. He said that in the past he thought that the property would be an R-1 single family development but as time went on, he realized that it wasn't realistic. He said that a PUD-4 in his mind makes sense and in his opinion, this is the nicest PUD-4 they have ever had submitted in the City. DeLange said that he appreciates the low density and the contact that the developer made with the neighborhood through the process, and he is wholeheartedly in support of it.

VanDuren asked if there is a homeowner's master association that will be taking care of the property.

Hofert confirmed that there will be a homeowners association that includes maintenance to take care of all the greenspaces, landscaping, etc.

VanDuren stated that she also lives in the area on Golfbury. She said that she kept hearing about the Pines for quite a while and did not know what to expect. VanDuren said she doesn't think that there could be anything better in the space. She spoke about the Master plan and how this type of development was always planned for this space, so it is not a surprise. VanDuren said that the renderings are really nice and appreciates all of the green space and tree preservation. VanDuren said that multiple traffic studies have been performed and if there are issues, they will be addresses at that time. She stated that her backyard backs up to Renew Apartments and there is a nice berm and trees between the properties. VanDuren said that they had one problem with a light shining and the apartments took care of it right away and were very responsive so her experience with apartments has been positive. VanDuren stated that she wants the residents to keep in mind that the apartments are only one component of the project and that there are for sale condos, duplexes and townhouses. She stated that she comes from an era when everyone wanted single family homes but things are changing. VanDuren commented that these apartments are not low income, and she thinks that if they give them an opportunity she doesn't think it will be as bad as they are perceiving. VanDuren doesn't believe that the property values will go down. VanDuren said that when she saw the plans, she was proud of staff for the work that was put in. She was also proud of the developers for the steps they went through to meet the needs, how they met with neighbors, and how they preserved the open space and the layout. VanDuren said that this type of use is in the Master Plan and if mixed use is going on this site this plan is a nice one. VanDuren is in support of the project and will be voting for the project.

Micele stated that he also agrees with DeLange and VanDuren about the project. Micele said that he read the proposal three times and noticed all of the homework that was done by the city and the developer. Micele said that he has driven by the property multiple times and that this project is well thought out for the residents that live in the City of Wyoming and it is a good one.

Weller stated that this plan has probably been out for a while, but it is the first that he has seen it and he would have liked to have seen it before they decided on what was going to happen with the corner of Byron Center and 52nd St. Weller said that the corner is higher density and less commercial and is sad that there is not more commercial in the area for this size plan or the last plan that just got approved. Weller said that he seen the one retail off Byron Center but feels like there should be more coffee shops or cafes or other things for this many units so you can walk or ride your bike to it. 7,000 sq ft was what was approved on the last 14 acre parcel. Weller said that the two projects even though they are different developments there is not much retail for this whole neighborhood. Weller wonders if there was room to add more retail where they show one building, they could possibly squeeze another one in the green space because there is a large gap between the retail.

Randall stated that she appreciates the work that staff and developer did to address issues and concerns. Randall stated that the amount of green space that is being maintained is commendable. She wanted to know if there has been any consideration for community gardens or raised beds in the space since they indicate investment in the community and can help with the placemaking aspect of the neighborhood so she asked that the developer consider any attributes that could help with building the relationship with the neighborhood. Randall stated that there has been discussion of the mixed type housing and the variety of ownership models potentially leading to the increase in risk for public safety and asked staff to elaborate on whether this is a concern.

Hofert said that staff often is asked the same question and the response is the same. Hofert said that anytime you have more people in an area it is possible that there is a higher crime rate. Hofert said the number of crimes per person doesn't change it is simply the density that changes over time. Hofert said that evidence to date has suggested that in mixed use communities where there are eyes on the street and people are walking around and being active the statements being made are simply not supported.

Hall stated that he has been a planning commissioner for a few years and has been involved with land development for 20 years, so he has seen a number of projects. Hall stated that he is impressed with the thoughtfulness of the project. He said that he heard a lot of horror stories about an out of state developer but from what he has seen they have been responsive and put together a thoughtful project that echo's the types of things he heard during the Master Plan process. Hall stated that he worked on the Master Plan team and they heard a lot of input from all corners of the City and this is exactly the kind of things that people were asking for. Hall said that this project checks a number of things. He said that it is what the Master Plan calls for, it is an appropriate use, and they have a responsible developer that is using local contractors, so it seems like a win win. Hall said that he understands how neighbors will experience loss because it is a green space that they have known and loved for decades. Hall said that his advice in those situations is if you see a piece of land you like buy it because it is going to be developed someday.

Arnoys stated that during the master plan process they looked at development opportunities and greenspace. Arnoys said that the Pines is a near and dear place to him and he has a lot of memories of the golf course since his parents built a house next to the golf course in 1977 and he grew up on the 5th hole. He said that the golf course is going to be developed. Arnoys said looking at the way the developer has put together the project and how people have talked about the wildlife concerns and greenspace being preserved this plan is multiple times better from a density standpoint. Arnoys said that he was against the development of the project on the corner of 52nd and Byron Center that was just passed because of density and he said that this plan doesn't even come close to that. Arnoys said that it pains him of the change but when you talk about best use the way this is laid out it is very well done.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to approve a special use drive-through establishment for Paris Banh Mi at 4333 S Division Ave (Section 24) (Union Bank & Trust Co) (Includes site plan approval)

Smith explained that the site is currently zoned FBC-CG (Form Based Code-Corridor General) and outlined the various uses of the surrounding land.

Smith said that the applicant is proposing to operate a drive-through restaurant, Paris Banh Mi, at 4333 S Division Avenue. Smith spoke about the restaurant saying that the facility would sell Vietnamese food (e.g. banh mi sandwiches) to dine-in and drive-through customers. Paris Banh Mi's proposed hours of operation would be 8:00am-9:00pm daily.

Smith explained that the site contains approximately 0.98 acres with an existing building of 4,744 square feet. The building is currently vacant and was previously occupied by a bank with multiple drive-through lanes. Smith shared that no building additions are proposed for this project. This project involves interior renovation and exterior maintenance of the existing building but will not change the footprint of the building or the transparency of the primary frontage. The interior of the building will be renovated to include a kitchen, dine-in seating, and some storage. Smith said that some of the features of the building's prior use (e.g. safety deposit boxes and viewing booths) will be preserved for their novelty. The meeting spaces from the prior use will be preserved for use by customers of the restaurant.

Smith said that the site can be accessed from three separate access points (43rd Street, Murray Street, and S Division Avenue) with primary frontage along S Division Avenue. Ample parking is provided, the site allows for the minimum queue of five vehicles for the proposed drive-through lane, and drive-through traffic will enter the site primarily through a secondary frontage.



PROPOSED SITE LEGEND

- | | | | |
|--|--|--|--------------------------|
| | Neighborhood Retail & Services | | Clubhouse & Pool |
| | Small Companies & Individual Office Suites | | Fountain |
| | For Sale Attached 2-Story Condo Homes | | Community Fire Pit |
| | For Sale Attached Ranch Condo Homes | | Paddle & Bocce Courts |
| | For Rent Townhome Style Homes | | Bicycle Storage Building |
| | For Sale Starter or Downsize Condo Homes | | Tot Lot |
| | For Rent Condo Style Homes | | Retention Pond Area |
| | For Rent Loft Homes | | Trash Compactor |
| | | | Existing Trees |
| | | | Proposed Trees |

PROJECT NARRATIVE

The Proposed Mixed-Use PUD is located on the 116 acres of the Pines Golf Course and Driving Range. The plan consists of 7,500 sq. ft. of retail; 22,000 sq. ft. of office; and 604 for-sale & for-rent residential homes. The overall residential density on the 116 acres is 5.25 units per acre. The PUD will have 37% Common Open Space versus 20% Required, and 60% of Non-Pervious Space (Green). Most of the Property's natural features and existing trees are being preserved.

Combined, the Mixed-Use PUD will make a significant contribution by providing better housing, employment and shopping opportunities, particularly suited to the needs of the residents of the Wyoming. Estimated start date is summer 2024 with projected buildout expected to take 4-5 years to complete.

The six different for-sale and for-rent housing options are fluently mingled together. The six different housing options and countless floorplans will appeal to every age group with a large percent of the housing options located on the first floor, attractive to empty nesters.

The Office Suites will cater to both small businesses and to Wyoming residents that desire a private home office "away from home". The users of the Office Suites will have access to the clubhouse and all the amenities including the secure package-delivery room. The Retail Use will target coffee, juice, health and fitness tenants.

All buildings within the development will incorporate cottage/farmhouse architectural elements with complimentary soft warm colors. Primary building materials will consist of Hardie Plank/Smart Board Siding with stone and metal roof accents.

The proposed site design is both creative and innovative. Building clustering, reduced and enhanced building setbacks, and zero lot lines were all used to create a better project for the benefit of its residents and the community as a whole.

The project meets every PUD-4 qualifying condition, achieves all 9 PUD-4 purposes, and 5 of the 7 listed PUD-4 public benefits. (only 2 are required) The specific uses within the development were designed to adhere to the Master Plan and further the vision and goals of the City of Wyoming and its Master Plan.

Pending the recommendations of the traffic report and its review by city engineering, some of the proposed off-site road improvements include adding a dedicated right turn on 52nd Street and adding deceleration & acceleration lanes at the community's entrances.

All architecture, buildings, and grounds within the PUD will be operated and maintained by one Master Association to maintain a cohesive look among the different uses.

All roads will be constructed based on Wyoming street standards.

All the above achievements are only possible by planning the Property's 116 acres and the proposed uses together as a PUD-4, versus subdividing it and then developing each use under the requirements of traditional zoning.

The Proposed PUD-4 density of 5.25 units/acre is significantly less than the maximum 15 units/acre permitted on redevelopment sites. A golf course is considered a redevelopment site.

COMPLIANCE WITH CITY OF WYOMING SUSTAINABILITY PRINCIPALS

- The proposed Mixed-Use PUD supports social equity and diversity by delivering six different for-sale and for-rent homes to the Wyoming housing stock which collectively, will appeal to all age groups
- The 604 proposed homes will support the City's local economy – which provides for a stable and vibrant community
- The proposed Mixed-Use PUD preserves most of the Property's natural features and existing tree canopies which promotes environmental quality
- The neighborhood retail and office space will provide Wyoming residents the opportunity to shop and work close to where they live. Less Drive Time = Less Gas Emissions = Greater Quality of Life

THE PROPOSED MIXED-USE PUD-4 & COMPLYING WITH THE VISION OF THE MASTER PLAN

- "The new Wyoming reimagined Master Plan is an official municipal document that provides the framework for future growth and reinvestment within the City over the next 15 to 20 years." Page 2
- "The City will need to turn to the repositioning of sites previously used for non-residential purposes. Doing so will require flexibility in the development process that accommodates a greater range of housing types, including a higher proportion of multifamily housing product." Page 13
- "PUD-4 Zoning District is intended to provide for flexibility in development in a sustainable and character-sensitive manner for a variety of land uses." Page 16
- "The Pines Golf Course, driving range and its 116 acres is designated to be Suburban Residential Growth, and PUD's are preferred that include higher density options, greenspace and pedestrian infrastructure." Page 21
- "In 2040, Wyoming will consist of stable, thriving residential neighborhoods, each with their own unique character and identity. These neighborhoods will offer an increased variety of housing options that enable people of all stages of life and income levels to thrive in Wyoming." Page 22
- "Seek opportunities to develop vacant or underutilized lots with single-family attached multifamily housing to better meet the current housing need and capture long-term growth within the region". Page 22
- "The Pines Golf Course should be considered for future redevelopment into mixed use. This could include commercial and mixed use fronting the street with medium density residential in the rear that incorporates the missing middle housing segment." Page 27

The Proposed Mixed-Use PUD-4 consists of the following uses;

• Neighborhood Retail & Services	7,500 Gross Sq. Ft.	1 Story
• Small Companies & Individual Office Suites	22,000 Gross Sq. Ft.	1 Story
• For Sale Attached 2 Story Condo Homes	58	2 Story
• For Sale Attached Ranch Condo Homes	38	1 Story
• For Rent Townhome Style Homes	160	2 Story
• For Sale Starter or Downsize Condo Homes	50	2 Story
• For Rent Condo Style Homes	240	3 Story
• For Rent Loft Homes	58	2 Story

The Resort-Like Amenities Available to the Office Users & Residents include;

- 2 Clubhouses and 2 Pools
- 13 Acre Leash Free Dog Park (also for Wyoming Residents)
- Extra Large Social Community Fire Pit – A Focal Point
- Pickleball & Bocce Courts
- Fitness Center & Spin/Yoga Rooms
- Professional Grade Golf Simulator
- Meeting Space & Secure Package Room
- 3 Bike Storage Rooms & 4 Car Chargers & Tot Lot

Unique Features of the Proposed PUD-4 consist of;

- Cottage style site design w/ backloaded garages creating an intimate streetscape
- Strategic placement of buildings to hide the majority of the surface parking areas
- The significant preservation of the Property's natural grades, features, and tree canopies
- Total 37% common open space provided versus 20% required
- Platting the open space areas as permanent conservation = non-buildable
- Total 60% of the Property will be non-pervious areas (green)
- Rain filtering gardens to improve stormwater quality
- Stormwater detention facilities designed as water features
- Significantly enhanced building setbacks from adjacent homes w/ extensive landscaping
- A signature water fountain feature
- Numerous meandering walking paths
- Providing a southern connection to the Tillman Forest Preserve

The Approximate Combined Bedroom Mix For the For-Sale & For Rent Homes

- 45% 1-Bedrooms
- 35% 2-Bedrooms
- 15% 3-Bedrooms

PROPOSED MIXED-USE PUD-4's ESTIMATED ECONOMIC IMPACTS

Estimated Annual Real Estate Taxes:

	<u>Annual Real Estate Taxes</u>	<u>% To Grandville School District</u>
Office and Retail	\$160,000	\$66,000
For-Sale Homes	\$900,000	\$135,000
For -Rent Homes	\$3,700,000	\$1,500,000
TOTAL	\$4,760,000	\$1,700,000

Estimated Proposed PUD-4's Employment & Economic Impacts to Local Economy

966	Construction Jobs Per Year Created During Construction
264	Permanent Jobs Created From Resident Spending
\$70 Million	Income into Local Economy During Construction
\$15 Million	Annual Income into Local Economy From Resident Spending

Figure 4. Economic impacts of 100 units of multifamily construction

	1 year impact	Recurring Annual Impacts
Jobs	161 local jobs	44 local jobs
Income into the local economy	\$11.7 million	\$2.6 million
Net revenue for local governments	\$2.2 million in tax revenue	\$503,000 in tax revenue

⁶ Ibid.

⁷ The Economic Impact of Home Building in a Typical Local Area." *Nahb.org*, National Association of Home Builders , Apr. 2015, The Economic Impact of Home Building in a Typical Local Area.

The data is much the same for school enrollment and, by extension, school property taxes. As detailed by the Joint Center for Housing Studies at Harvard University:

On average, 100 single-family owner-occupied houses include 51 school-age children. By contrast, apartments are attractive to single people, couples without children, and empty nesters, which is why 100 apartment units average just 31 children. The disparity is even greater when considering only new construction: 64 children per 100 new single-family houses vs. 29 children per 100 new apartment units.¹⁰

Parking

- The 2 Clubhouses have 35 combined dedicated parking spaces.
 - The Dog Park will have 35 dedicated parking spaces
 - The Retail have 30 parking spaces = 1 for every 250 GFA, per B-1 Zoning Standards.
 - The Office Buildings have 55 parking spaces = 1 for every 400 GFA, per RO-1 Standards
 - ** The For-Sale 1 Story & 2 Story Duplex Condos have 2 garage parking spaces per home, which is a **Deviation** from the 1.5 maximum parking ratio per residential unit in a PUD-4.
 - The For-Sale Condominiums have 75 parking spaces = 1.5 Per unit, per PUD Standards.
 - The 458 For-Rent Homes have;
 - 508 total surface parking spaces = 1.1 spaces per Home
 - 332 total attached and detached garage parking spaces = .75 spaces per Home
 - 840 total Surface and Garage Parking Spaces = 1.85 spaces per Home
- ** The total number of For-Rent parking spaces exceeds the 1.5 maximum allowed, which is a **Deviation** from the Zoning District.

Additional Deviations - SEC. 90-419C – Development Standards

- 1) Request to allow Zero Lot Lines
- 2) Site Signage
 - Monument Signs - Preliminary Designs Included
 - Request for 1 88 Sq. Ft. Double Sided Monument Signs
 - Request for 2 48 Sq. Ft. Double Sided Monument Signs
 - Request for 105 exterior building wall signs, each not to exceed 9 Sq Ft.
 - Request for up to 15 exterior directional signs, each not to exceed 9 Sq. Ft.
 - Both front and back storefront signs - size per code

The proposed deviations achieve a higher quality, safer and more sustainable development consistent with the purpose of the PUD District, as expressed in Section 90-416C.

The Proposed PUD's variations help to achieve the following:

- Preserving a significant amount the Property's natural features
- Preserving 37% common open space versus 20% required
- Preserving 60% of the Property as non-pervious "green"
- Diversity by mixing the housing options where appropriate versus where allowed
- A site design that is fluent, intimate and appealing
- A cottage style and charming look along the main roads of the development
- The space needed to accomplish all these achievements

Yard dimensions are as follows:

Front	Required by ordinance: 35'
Front	Provided: 35'
Side	Required by ordinance: 20' (if the side yard abuts a street having residences fronting) or 25' (principal non-residential buildings)
Side	Provided: 68'
Rear	Required by ordinance: 35'
Rear	Provided: 125'

ARTICLE 4C - PUD-4 GENERAL PLANNED DISTRICT

SEC. 90-416 PURPOSE -

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one of more the following purposes:

SEC. 90-417C - QUALIFYING CONDITIONS

(A) LOCATION - PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2 or PUD-3 zoned property is eligible to be converted to a PUD-4, subject to meeting all other applicable requirements.

The proposed site meets the location requirements.

(B) PUD PURPOSE – SECTION 90-41C

The proposed Mixed-Use PUD achieves all 9 of the purposes listed in Section 90-416C, which would not be possible under traditional zoning.

The proposed Mixed-Use PUD is a creative and innovative planned redevelopment. Eight different land uses are combined to form one diverse fluent planned development. Both building clustering and higher density were used in appropriate locations. Designing and developing the entire 116-acre Property versus in parts ensures that every building will have complimentary architecture, high-quality building materials and landscaping that are all controlled and maintained by a Master Association.

This creates an overall better project for the Developer, its users, its residents, the surrounding neighborhood and the City of Wyoming. The PUD's proposed retail, office suites and varied housing options are all uses that help to achieve the vision and goals of the Master Plan.

The proposed Mixed-Use PUD and its ability to achieve all 9 (only 3 required) of the following purposes listed in Section 90-416C would not be possible under traditional zoning.

(1) The flexibility in development of the PUD should result in a better project for the developer, residents and users, as well as for the city in general

- The PUD's flexibility allows the variety of housing to be planned and integrated together, which achieves a stronger and more sustainable development for the community. The Master Plan also lists each of the PUD's six different housing options as needed.
- The PUD will attract small / incubator companies looking for convenient office space to locate in Wyoming. The private office suites will be available to all Wyoming residents that "work from home" or just need some quiet additional space.
- The privately funded Dog Park will only be available to Wyoming residents and will be a significant benefit for its dog loving residents.
- The PUD will generate the rooftops and demand to attract more and better neighborhood retail. Having convenient retail and office services in this area will benefit the surrounding neighborhood.
- All the residents and office users will have access to the clubhouse, pool, and amenities, which would not be financially feasible to build if each use was developed individually. All the PUD's amenities are within walking distance of all units.
- The ability to mix the eight different uses creates an inclusive environment where residents of all ages will interact and socialize together, making this a stronger development and environment.
- Having the ability to cluster buildings preserves most of the Property's trees and natural resources. 60% of the Pines will remain non-pervious "green."

All the above results in a better overall project for the residents and users, and for the city itself.

(2) The flexibility of the PUD should accomplish a more desirable and sustainable residential environment.

"The Whole is Greater than the Sum of its Parts"

- The ability to design, develop, operate and maintain a plan for the entire 116 acres results in a substantially appealing and diverse development.
- The flexibility of the PUD achieves the preservation of 37% open space versus 20% required, and 60% of the property remaining non-pervious (green)
- Subdividing the property into various straight zoning classifications would produce a community where owners, renters and ages would be segregated.

- The ability to build the clubhouses, pools, dog park, fountain, and all the modern amenities within the PUD is only financially feasible by sharing the costs collectively as one development.

All the above accomplishes a more desirable and sustainable residential environment for the Property and also for the neighborhood.

(3) The flexibility of the PUD should achieve economy and efficiency in the land use, natural resources, energy and the providing of public services and utilities.

The flexibility of the PUD encourages creativity to achieve a more efficient use of the land. Strategic clustering and integrating different uses and densities results in 60% of the property remaining non-pervious or “green.” The ability to design the Property as Mixed-Use provides the opportunity to incorporate uses that benefit all Wyoming residents. The proposed PUD-4 is only economically feasible by developing the entire 116 acres as one Mixed-Use PUD, versus in parts. The Property’s creative site plan achieves all of the above and more.

(4) The flexibility of the PUD should provide a mix of better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the city.

The Mixed-Use PUD provides not only better and more varied housing but also employment and shopping opportunities, which help achieve the goals and objectives of the Master Plan.

- The Mixed-Use PUD will provide a very diverse mix of housing options in Wyoming, which is predominantly single-family homes. The Property’s unique size and central location is a special opportunity to help achieve the Master Plan’s vision and goals. The PUD’s variety of housing and countless floorplans will appeal to every possible age group.
- The Mixed-Use PUD will also provide the rooftops and the demand needed to attract more retail in the surrounding area, and better retail in Wyoming. The retail component of the PUD will target tenants that offer goods and services that will appeal to the residents within the PUD and in the immediate area.
- Lastly, the PUD will provide specialized office space which will be designed for both small companies and individuals. Covid has created a permanent need for local convenient private office space as many jobs will forever be “work from home”.

(5) The flexibility of the PUD should preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams, and the like.

The foremost objective in designing the proposed PUD was to preserve the Property’s existing strands of trees, open fields and wetlands. 60% of the Property will be remain non-pervious (green). A significant portion of the Property will remain untouched.

(6) The flexibility of the PUD should encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.

The Mixed-Use PUD's innovative site development plan created an abundant amount of usable open space. The open space areas were then used to add the recreational amenities including two pools, abundant walking paths, the dog park, the pickleball & bocce courts, the tot lot and the bike rooms. The two clubhouses and all these recreational amenities are located within walking distance of all units.

(7) The flexibility of the PUD should encourage the use of lands in ways which are most in accord with their character and adaptability.

Before drafting site plans, the entire 116-acre Property was surveyed to locate the natural grades, wetlands and strands of trees. The different uses of the PUD were then placed in their most appropriate locations while having the least impact on the Property's character and natural features.

The Property's entrances and commercial uses are located in the most appropriate locations along Byron Center and 52nd without clear cutting wooded areas. The PUD's architecture, building materials and colors will be coordinated together to be compatible with the characteristic of the surrounding neighborhoods.

(8) The flexibility of the PUD should encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features.

The flexibility of the PUD provided the opportunity to incorporate a cottage style design, which has fronts of buildings facing roads and plazas. Many of the attached garages are backloaded and hidden from public view. The detached garages (which look like homes) have loft apartments above, which ensures that they are located in areas to hide surface parking areas. Reduced road setbacks are also utilized to create a more charming and alluring community. The loft rental homes were intentionally placed above the detached garages to ensure that every structure was both appealing and complimentary.

Planning the entire 116 acres as one Mixed-Use PUD, versus segregating it into numerous more rigid straight zoning parcels, makes it economically feasible to include the extensive list of common amenities and site features like the fountain and dog park.

(9) The PUD should offer a unique attribute of development not achievable under conventional zoning requirements.

Some of the unique attributes that would not be achievable under conventional zoning include;

- Private / Public Leash Free Dog Park
- 37% common open space versus 20% required and 60% non-pervious (green)
- Preservation majority of the Property's natural resources and tree canopies
- 6 different housing options combined into one diverse community

(C) SIZE

The project site is 116 acres and meets the minimum size requirement.

(D) RESIDENTIAL DENSITY

The Proposed PUD falls under the maximum possible permitted density.

The Mixed-Use PUD has 604 various dwelling units = less than 5.25 dwelling units/acre.

Per Table 90-420C(3) The maximum possible permitted dwelling units for a PUD-4 is 1,750 = 15 dwelling units/acre. The proposed Mixed-Use PUD would qualify for a density bonus, which could allow 2,320 units = 18 dwelling units/acre.

(E) HOUSING VARIETY

Wyoming is a predominantly single-family detached home community. The proposed development will add a variety of housing options which collectively will appeal to every age group. Many of the for-sale and for-rent homes will be located on the first floor, which is very important for current and future residents that want to age in place in a city they have called home for multiple years. All of the Proposed for-sale and for-rent housing will help achieve the vision and goals of the Master Plan.

- For Sale Attached 2 Story Condo Homes
- For Sale Attached Ranch Condo Homes
- For Rent Townhome Style Homes
- For Sale Starter or Downsize Condo Homes
- For Rent Condo Style Homes
- For Rent Loft Homes

(F) UTILITIES

The PUD will be served by public water and sanitary sewer facilities. Wyoming City Engineering has determined that capacity exists to serve the development.

(G) OWNERSHIP AND CONTROL

This condition has been met. Both parcels are owned and controlled by Pines Golf Course, Inc. and Accord Development II, LLC. Both parcels are under purchase and sale agreements with Redhawk Multifamily, LLC and Domo Development Company, LLC. Both owners have signed a Seller Authorization Letter granting permission for Redhawk Multifamily and Domo Development Company to petition for the PUD-4 zoning request.

(H) RECOGNIZABLE PUBLIC BENEFIT

At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the Proposed PUD:

The Mixed-Use PUD achieves 4 of the 7 listed benefits. (Only 2 are required)

(1) Preservation of significant natural features that would not be preserved under a conventional development,

The PUD was designed to preserve the Property's natural grades, wetlands, and most of the existing tree canopies. 60% of the existing property will remain non-impervious (green).

(2) A complementary mix of land uses or housing types within the PUD,

The Mixed-Use PUD mixes retail, office and six different for-sale and for-rent housing options.

(3) Preservation of common open space beyond the minimum required, calculated per PUD-4 Development Standards Section 90-419C.

The PUD preserves 37% common open space versus the 20% required.

(4) Connectivity of preserved open space with adjacent open space, greenways or public trails

The PUD provides a southern connection to the Tilman Preserve, which will allow more people to access it. Equally important, the connection will provide walking access to and from the dog park.

The Proposed Mixed-Use PUD is also ½ Mile East of the Kent Trails system.

SEC. 90-418C – PERMITTED USES

The land uses including the quasi private/public dog park are permitted uses.

SEC. 90-419C – DEVELOPMENT STANDARDS

The Proposed Mixed-Use PUD-4 is the appropriate zoning for its combined uses. The overall proposed residential density is significantly less than the maximum density permitted on redevelopment sites. A golf course is considered a redevelopment site.

SUPPORTING DOCUMENTS INCLUDED

- **SELLER AUTHORIZATION LETTER**
- **SELLER LETTER TO STAFF, PLAN COMMISSION AND CITY COUNCIL**
- **MAYOR OF THE CITY OF WALKER REFERENCE LETTER**
- **GRANDVILLE PUBLIC SCHOOLS SUPPORT LETTER**
- **SUMMARY OF NEIGHBORHOOD OUTREACH PROGRAM INCLUDING**
 - **NEIGHBOR RESPONSES TO UPDATES**
 - **1/18/22 HOSTED FIRST NEIGHBORHOOD MEETINGS – 350 PEOPLE ATTENDED**
 - **3/9/22 SENT UPDATED SITE PLAN INCORPORATING SUGGESTED CHANGES**
 - **3/9/22 SENT RESPONSES TO LIST OF QUESTIONS & SUGGESTIONS RECEIVED**
 - **4/11/22 SENT NEW UPDATE LETTER & CURRENT DRAFT OF SITE PLAN**
- **BUILDING RENDERING, SAMPLES OF COLORS TO BE USED, AND LIST OF PROJECT AMENITIES**

SELLER AUTHORIZATION LETTER

December 1, 2021

Nicole Hofert
Director of Planning and Economic Development

Dear Ms. Hofert:

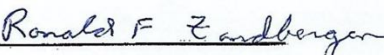
We are the Owners of certain parcels of real estate comprising approximately one hundred sixteen (116) acres in area located at 5050 Byron Center Ave SW and 2180 52nd street SW in Wyoming, Michigan, Tax Parcel Nos. 41-17-27-300-048 and 41-17-27-300-038.

The Property is the subject of a Purchase Agreement with Redhawk Multifamily LLC and DOMO Development LLC. They have approval to submit applications ("Applications") for all necessary final governmental approvals for the proposed development and construction of the proposed multi-family and private office suites mixed-use ("the Project") on the Property, including but not limited to rezoning, site plan, planned development, Planned Unit Development or Special Use permit approval, as applicable, and any additional permitting and approvals required for the development and construction of the project infrastructure on the property.

The Owners will cooperate with Redhawk / DOMO with their application. All fees, charges or costs of any nature associated with the Applications are to be charged to and paid by Redhawk / DOMO.

If there are any questions or problems with any of the foregoing, please contact me or counsel as set forth above. Thank you.

Ronald F. Zandbergen
Title: President
Pines Golf Course, Inc.

Signature: 

Matt Howell
Title: Member
Accord Development II, LLC

Signature: 

SELLER LETTER TO STAFF, PLAN COMMISSION AND CITY COUNCIL

To The City of Wyoming,

I am one of several partners that collectively own The Pines Golf Course and Driving Range totaling 116 acres. Our family members have owned this land for over 54 years. We are deeply committed to Wyoming. Over these years, we have supported the progress and growth surrounding our land.

A significant portion of our financial estate is in this land. All operating owners are of or over retirement age and it is finally time to think of our "official retirements."

We have closely followed the numerous comprehensive plans and future land uses for our property, as these designations have enormous financial implications on its value and potential to be developed. The current Wyoming Reimagined Master Plan was 100% correct when it specifically addressed The Pines and Opportunity Sites.

"Opportunity Sites. Redevelop large vacant or underutilized sites to accommodate new higher density housing that is sensitive to and enhances the character of surrounding residential neighborhoods."

For the above reasons, last year we became extremely intrigued with the proposed redevelopment of the English Hills Golf Course in Walker, which was being sold by long time owners like ourselves. We really liked the developer's plan which preserved a vast majority of the land using what they called smart clustering.

What was most impressive was the developer's open communication with the surrounding neighbors. They voluntarily held numerous neighborhood meetings.

Some of us watched the zoning hearings and were amazed that a project proposing almost 600 homes did not have a single person come out against the project! Both the Planning Commission and City Board members unanimously approved the project.

For all these reasons, we agreed to work with Redhawk / Domo, who are the developers of English Hills.

Please note that the most important thing to us is enhancing and following Wyoming's master plan.

Before finally committing to the Redhawk / Domo team, we checked out their prior projects and reputation to ensure that any proposed community would be of the highest quality and design.

Lastly, we liked their vision of creating one of the largest lease-free dog parks in Michigan, which will be named "The Pines Bark."

We kindly ask that everyone work with this developer and their plans which we strongly feel meets or exceeds a majority of Wyoming's Reimagined goals and objectives.

Thank you for your consideration,

Ronald F Zandbergen, President of Pines Golf Course, Inc.

MAYOR OF THE CITY OF WALKER REFERENCE LETTER



City of Walker, Michigan
Office of the Mayor
Gary L. Carey, Jr.

November 8, 2021

Mark Avis
Managing Principal
Redhawk Multifamily LLC

Dear Mark,

On behalf of a very grateful community and city staff, I wanted to thank you for your thoroughness and patience as we get close to breaking ground on your new development on the old English Hills properties. From day 1 everything that you said would happen has, every detail has been addressed, and most importantly every promise made has been kept. I have shared with numerous people that the process with you and Redhawk has been textbook and ideally the way proposed developments should go.

I look forward to the continued journey and seeing the housing inventory in Walker significantly increased with your development. Never have our needs been greater and obviously this has been a real problem for us. Thank you for providing a solution to that problem in a seamless, professional, and efficient way. You are welcome to share this letter with anyone you may be working with in the spirit of collaboration, and they are welcome to reach out to me for a reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary', is written over the printed name 'Gary L. Carey, Jr.'.

Gary L. Carey, Jr.

Mayor
City of Walker

GRANDVILLE PUBLIC SCHOOLS SUPPORT LETTER



Grandville Public Schools

January 24, 2022

To Whom It May Concern:

I recently attended a meeting at the Pines Golf Course Clubhouse to hear future plans for a housing development on the site.

Owner and Developer Mark Avis did a great job of explaining the thought process for the site including :

- honoring the wishes of the former owner.
- developing a site that does not max out the number of units that could be constructed.
- providing greenspace and community space (potentially a dog park).
- providing attractive buildings to the neighborhood.
- promoting effective traffic flow to, from, and around the site.
- giving back to the community.
- listening to community members, seeking their input, and answering their questions.
- creating a site that meshes with the Wyoming Development Plan recently created.

This project is tentatively scheduled to be completed in 2025. This timeline fits well with the construction and reconfiguration within Grandville Public Schools as our new middle school will open in the Fall of 2023, our old middle school will be renovated for our fifth and sixth graders and open in 2024, which will create space within the district buildings to address any potential growth in 2025. We should have plenty of space to welcome new families to our excellent schools.

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

Sincerely,

A handwritten signature in cursive script that reads "Roger Bearup". The ink is dark and the signature is written in a fluid, personal style.

Roger Bearup
Superintendent
Grandville Public Schools

NEIGHBOR RESPONSES RECEIVED TO DATE

. We live very close to the Pines, we realize that the selling of this land is probably in the best interest of the owners and we understand that.

We would like to thank them for taking the neighborhood into consideration by hiring you to develop this area, we hope that the presentation that we saw at the meeting will be the final result.

Sounds good, thank you for the update. Let me know how I can support.

I love this update!

Thanks so much for all of your work.

Hello Mark,

First, thank you for taking your time and explaining (many times) how Redhawk plans to develop the now Pines Golf course. We appreciate your transparency in the meeting. We live on the "back 9" and our backyard butts up fo the golf course. And when we mean butts up, we mean that our young boys collect and sell golf balls in the spring, summer and fall as a way to pay for Legos :) .

Second, as of this writing we were informed that there will be a dog park planned for what is right behind our backyard. We understand that no matter now badly we would like for it to be a golf course forever, alas it will be developed some way shape or form. We are asking and requesting that when making the final plans, that you can consider as easement away from our property to protect our privacy, along with our fellow neighbors, and still have the dog park as planned. We love our wide open view and probably have taken it for granted, so allowing for us to have at least a 50 foot easement you could protect our privacy along with still maintaining the dog park. In addition to the easement from off our property we ask that a natural privacy fence be put in, such as arborvitae or some similar privacy evergreen.

We also request that you replace the brick 3 story "hotel looking buildings" with the 2 story (grayish style building) that you showed us in the slide show. This look fits more into the area neighborhoods versus the brick and hotel looking buildings.

We have put our life savings into our home and have finally made it to where we love it and do not want to have to move because of a lack of privacy. We trust that you will consider these requests seriously when making final plans as they will affect not only us but our neighbors and our neighborhood.

Thank you for taking the time to read and consider!

Sincerely,

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Thank you for taking the time to read and consider!

Sincerely,

Mark,

Overall I'm on board with the proposed development. I understand the course will be sold at some point and something will be developed. The only issue I have is the placement of the apartments on hole 5. I live off Easy St. and back up to the womens tee on hole 5. I understand you have proposed the placement of the building to be 3 times the required distance. I'm asking you to move those apartments a touch farther to give the residence and the current home owners privacy along the North edge. If you are able to do that I would be totally on board. Thanks

Hi Mark,

Thanks for spending time in Wyoming to give multiple presentations to the neighbors of the Pines. I attended your Thursday evening presentation.

During the presentation you mentioned that you are open to working with the city of Wyoming to create a path at the eastern edge of the Pines property that will connect the nature preserve at the north end of the Pines to Gezon Park (which is on the south side of 52nd Avenue.)

A few of us neighbors were trading texts about the idea and we love it!

Is there a petition we need to sign . . .or should we reach out to the City of Wyoming to express our support?

Many thanks,

Hi Mark,

Thanks for reaching out.

A few thoughts for you:

- I am pretty familiar with all the parks nearby (Palmer, Gezon, George P. Tilma Nature Preserve, Kent Trails ...). When there is a path that goes by residential neighbors it is very rarely right next to the property line. I assume residents of the pines would just take the private side walks over to the preserve.
- I am not sure we need / want the walking path on the north end of the property. I say this because there is already an official entrance to the preserve from the neighborhood so there isn't a need for a path to get there on your property. Below are the two official entrances to the preserve today.

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A few of us neighbors were trading texts about the idea and we love it!

Is there a petition we need to sign . . .or should we reach out to the City of Wyoming to express our support?

Many thanks,

Hi Mark,

I like the idea of an area between the tree line and the property line. Both Dave and I are not interested in a public path that would go in between those. It would be less privacy, not more in our opinion. We were thinking it would be more of a green space that the residents on the north side could access the space behind our fences and possible be used to walking to the nature preserve. Grass, not necessarily a paved path. I think linking it to Byron Center Ave and to 52nd and Gezon would bring in a lot more walking and biking traffic and become like the bike trail. We would rather not have that kind of traffic right behind our property. Maybe those on the east side by the dog park would be ok with that. Definitely something to talk with the other neighbors on the north side about. Thanks for communicating the idea!

Julia

Love your changes!

Love the idea of gated fob. Hopefully it would be something we can access near our home off of that path.

Love the positioning of the walking path. Seems to be right along the current path for the golf course along that side.

I really like everything you're proposing.

I believe others will be on board when they hear the assurances such as the ones you described.

Hopefully as more time goes by these assurances can be shared with the communities to ease they're concerns as well.

Thanks again

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I believe others will be on board when they hear the assurances such as the ones you described.

Hopefully as more time goes by these assurances can be shared with the communities to ease they're concerns as well.

Thanks again

Mark,

Thank you for the update.

The staggering of the trees is a great idea and we are glad to hear the power lines will be removed.

Blessings,

That is excellent news! Thank you!!!

I love this update!

Thanks so much for all of your work.

I belong to a newly created Facebook group of people in the neighborhood that is centered on the development. The loudest comments seem to be about the privacy of the property line to the north, and the possibility that additional units could be built, especially if the complex is sold one day.

Can you remind me, the proposed site will be a binding legal document that cannot be altered, is that correct? If the city approves 722 units, then it can only be 722?

Mark,

I had requested a left turn signal at 52nd and Byron Center both ways to be included in the project!

The project itself looks good to me.

Thanks

Hi Mark,

Count me as one who was skeptical coming in to the presentation yet left thankful it will be done the way you are proposing. We all wish the Pines would stay the Pines but realize that isn't going to happen. Given that fact I am very impressed with your proposal and hope the City of Wyoming gives you the green light.

This might be a city problem but the only concerns I have are traffic related, specifically the south bound Byron Center Ave traffic turning left at the light at Golfbury (present entrance to the Pines) and the east bound traffic on 52nd St turning left on to Byron Center to enter the development at the Golfbury light. Will there (could there) be left turn lights so that traffic at peak times doesn't get too backed up on Byron Center and on 52nd? Right now there are times when east bound traffic on 52nd gets backed up because there is only a short left turn lane and no left turn light so those going straight through can't get past those turning left.

Your presentation was very good, the plan looks great, and your patience with some of the people asking weird questions was admirable.

Hi Mark,

Thanks again for taking the time to share the proposed development with us, the neighboring communities.

My family and I live on [REDACTED] Literally backing up to the pines. This was one of the main draws to our house.

We've been very concerned about the idea of having 3 story apartment buildings looking on to our backyard.

Your meeting definitely put us at ease.

Admittedly, apartments are the last thing I would've liked developed. However, I understand my concept of apartments is possibly outdated. I'm trying to keep a very open mind. Your plan makes it much easier.

I love the idea of a 25 acre dog park.

My request, a very selfish one, we love seeing the wildlife in our backyard, and also not sure how we would feel about the dog park right up to the property line.

You mentioned the possibility of a wood fence.

The ask would be to consider installing the fence just east of the first tree line directly behind our yard.

That would leave the wild life outside of the fenced area and visibility from our yard while still enclosing the dog park. It is not a big chunk of land, and is what serves as a buffer from the golf course currently.

Thanks again for taking the time to hear our concerns and I hope you don't mind us throwing in our request.

Hi Mark,

I just shared Kevin's latest email about The Pines with my wife. We both agree that this is a much better idea than the original plan for the property. While I wish it could remain a golf course, I realize that is not going to happen. Our biggest concern was the city wanting to build apartments next to single family homes. Condos, along with what else you are proposing is much more acceptable to us.

Thank you,

You guys are amazing!!

Sent from my iPhone

My husband and I think the project looks great, especially the dog park (open to the public)!

Sarah and I were at the meeting on Tuesday night and both left feeling much better than when we arrived. Your understanding of the importance of the neighborhood and its residents was felt during the meeting. There were many positives that we noticed during the meeting:

1. Leaving 70% green space and not populating them with building was much appreciated.
2. The styles of PODs and building materials was also very appealing and marketing them to people with higher incomes
3. Also, putting up your own money to improve the traffic both in and out of the complex and improving the corner of 52nd and Bryon Center is very much needed. took a lot of thought and seems to be a positive.
4. Adding a dog park is a great idea and very needed because we see many people walking their dogs on the property already.

It seems like you have a passion for the residents and the neighborhood. This is really good to see.

I do have some concerns or suggestions to consider as you move forward in the process.

1. I would like you to consider moving the dog beach to where the other pond is already on the golf course, which we discussed at the meeting. I think it would be better to have it further away from the parking lot.
2. Please consider not putting a fence right on the property line on the east side for the dog park. I would like to suggest or propose a 10 to 15 ft space barrier between the property line and where the fence line would be placed. This is similar to your barrier for the northside of the property. When you look at where the trees are and other residences on the east side of the golf course I think this would be better.
3. My biggest concern is the drainage issue or water run off from the golf course. As I stated at the meeting, I have had my house flooded 4 times since I have lived here. Almost all the water from the 13th fairway runs right down to my area. I have discussed this with the golf course with no resolution. I have had the drain commission come out as well and they have stated that it would not take much to stop this from happening. I have installed a 4" drain (At my own cost) to help with the run off from the golf course and even this will not keep up with the water run-off. I have attached pictures so you can get an idea of the situation. When I brought this up at the meeting, I remember you saying that there will not be any water run-off from the property. If you would like to discuss this further I am available. (see pictures)

INITIAL INVITATION FOR OUTREACH PROGRAM



Dear Neighbors,

Our family members have owned the 116-acre Pines Golf Course for over 54 years and are deeply committed to the City of Wyoming. Over these years, we have supported the progress and growth surrounding our land.

Like many of you, we closely followed the recent Wyoming Reimagined Master Plan public meetings. The Pines is specifically addressed within Wyoming's Master Plan and designated to be High Density Multifamily. This zoning permits between 15 units to 20 units per acre, which would allow a minimum of 1,700 units and could be as high as 2,300 units.

A significant portion of our financial estate is in the Pine's land, and we are all nearing the time planning for our "official retirements".

That said we are 100% committed to operating the Pines for the 2022 and 2023 golf seasons.

For the above reasons, last year we became extremely intrigued with the multifamily development plans of the English Hills Golf Course in Walker, which was being sold by long time owners like ourselves. We really liked the developer's plan which preserved a vast majority of the land.

For us, it was very important to have a developer that would enhance the neighborhood and follow Wyoming's Master Plan. After numerous meetings with this development team, we have made the decision to enter a purchase contract.

We are so pleased with their current plan, which includes an exciting surprise amenity which will be available to all of you. We would like to invite you to a neighborhood meeting at The Pines Golf Course Clubhouse to see the plan and meet the developer.

Considering the current environment, and to ensure the safety of everyone involved, we will be hosting 5 separate meetings with no more than 40 people per meeting in attendance at the following times: If needed we will add additional times.

Wednesday, January 19, 2022: 12:00pm, 6:00pm

Thursday, January 20, 2022: 9:00am, 12:00pm, 7:00pm

Complete packages will be distributed to all that attend, and the developer will be available to answer questions after the presentation.

If you would like to attend, please promptly reply by January 14, 5:00pm to reserve your preferred time slot. You can register at www.signupgenius.com/go/pinesgolfcourse or by calling the **Bradley Company Grand Rapids office: 616-254-0005.**

We hope to see you there,

Ron F Zandbergen, President of Pines Golf Course, Inc.

4/11/2022 NEIGHBOR UPDATE LETTER

We have spent the last month focusing on the wide spectrum of differing thoughts and opinions regarding the Pines being redeveloped, versus the individual concerns that we received and addressed.

Could we address some of the “I will never be supportive of the Pines being developed, but if it happens, we need XXX” or the “I am in general support of the development plans, but I would be very supportive if it had XXX”.?

To achieve the above, we have designed a mixed-use development, which integrates a wider variety of housing and uses. We have also added a signature water fountain entrance, more environmental features, and other amenities. The layout was revised to incorporate a cottage style neighborhood, which hides most of the parking areas and attached garages.

The current draft site plan includes 630 various housing options versus the original plan of 722 rental homes. The overall density is only 5.5 units to the acre. All residential and commercial buildings will incorporate complimentary cottage / farmhouse style design elements and colors and will only use high quality building materials.

The current site plan now has the following uses incorporated.

- Neighborhood Retail
- Small Company and / or Individual Office Suites
- For Sale Attached 2 Story Condominiums Homes
- For Sale Attached 1 Story Condominium Homes
- For Rent Townhome Style Homes
- For Sale Starter or Downsizing Condominium Homes
- For Rent Condominium Style Homes
- For Rent Loft Style Homes

65% of the Property will remain “green” and the minimum 115-foot building setback has been preserved.

*** Please note that the green space areas including the private / public dog park will be platted as permanent conservation areas, which means “Not Buildable”

All residents and office users within the development will have access to the clubhouses, pools and all the amenities.

The entire development & grounds will be operated and professionally maintained by 1 Master Association.

Please contact Mark Avis @ Redhawk regarding comments or suggestions.

Cell 312-401-3448 mavis@redhawk-multifamily.com

QUESTIONS, SUGGESTIONS AND ANSWERS SENT TO ALL NEIGHBORS AFTER INITIAL NEIGHBORHOOD MEETINGS

- Can you include For-Sale Housing?

Yes. We have included 100 For-Sale 1 & 2 Story Duplexes. The 1 Story Duplexes are along the Property lines that abut single-family homes. They will be built with the same high-quality materials and design elements as the other buildings. All proposed building in the development look like upscale townhomes and condominiums, they just happen to be for-rent homes and not for-sale.

The current plan now has a total of 696 homes versus 722 in the prior plan.

The current plan now has 60% open space versus 70% in the prior plan.

We have Less units but less open space.

All residents in the Pines Neighborhood will have access to the clubhouse and amenities.

- If your current proposal is approved, can you or someone else come back years later and build more?

No. The PUD process is a binding agreement. All proposed open space areas including the leash free dog park will be designated as protected conservancy. The approval ordinance will have language that says only 696 homes are approved. The approval ordinance can also have language that states the PUD cannot be amended at any time in the future to allow for additional housing.

Some developers use the PUD process versus straight zoning to maximize density. We are doing the opposite, our proposed has a density of less than 7 units to the acre, (which is medium density) Our proposed R4-PUD Zoning is more restrictive than straight R4 Zoning, and significantly more restrictive than R5, R6, and R7 Zoning.

For large developments the PUD process is better for all parties involved because everyone has input.

The PUD process and development agreement also locks in the approved off-site road improvements, and on-site commitments like landscaping, and lighting. A developer posts a completion bond with the City to make sure everything is done and completed as approved.

- Is there anything that will allow folks with disabilities to be able to live in any of the apartments?

YES. The Rental Homes are available to all walks of life. Approximately 40% of the Rental Homes are located on the first floor and a certain percentage of them will be fully handicap accessible per Fair Housing Laws. Approximately 50% of the For-Sale duplexes are ranches.

- What about the need for Middle-Housing?

Middle Housing includes a very wide net, one of which is market rate rental homes. We will also be providing 100 for-sale Duplexes, which is very significant amount. We are projecting it will take 4 years for the duplexes to be built and sold. The Master Plan extensively discusses the need for 1700 new MF Rental Homes. The Pines with over 30 different floorplans will appeal to all ages.

- The Property is zoned R1 – which only allows large lot single family homes?

Almost every private and public golf course nationwide is zoned R1. A municipality's Future Land Use Map and Master Plan will outline what the zoning should be in the event a golf course is redeveloped. The current proposed development is consistent with the vision outlined in Wyoming Re Imagined.

- What about the impact on the schools?

The Grandville School District has provided a letter supporting our development. Per my presentation, our proposed development will have significantly less school-aged children than a single-family home development and will generate significantly more tax dollars for the schools.

- The Master Plan mentions Mixed-Use Zoning for the Pines, with retail along the front and higher density residential for the rest?

The Master Plan has retail planned for the 11 acres on the corner, which is also its current zoning. This site has remained vacant since it was rezoned to commercial 10 years ago. Our proposed development should help generate the additional rooftops to make retail feasible on the corner. If this occurs, what is envisioned in the Master Plan would come to fruition.

If requested by Wyoming, we can add retail, but there is a proven lack of demand for more retail than what is planned for the 11 acres.

- We are concerned about the quality of materials and how everything will look in 20 years.

We only use high quality building materials like HardiePlank siding, brick, and stone accents. Just like a homeowner, it is prudent to maintain and reinvest in one's investment; Especially with a projected cost per rental home of almost \$200,000, and a project value of \$150 Million.

Our combined completed developments in the last 7 years are the following:

City Scape	Fort Wayne, IN	www.cityscapeflats.com
Flats at 965	Coralville, IA	www.965flats.com
Flats at 146	Noblesville, IN	www.flatsat146.com
Adams Village*	Bloomington, IN	www.adamsvillage.com
Legends*	Champaign, IL	www.thelegendschampaign.com
Ventry	Fort Wayne, IN	www.liveatventry.com
Bonterra	Fort Wayne, IN	www.liveatbonterra.com
Overture Flats	Lafayette, IN	www.overtureflats.com
Steeplechase	Fort Wayne, IN	www.steeplechaseatparkview.com
Lacabreah	Brownsburg, IN	www.lacabreahapartments.com

* As CEO for prior company

The Principals of Redhawk Multifamily and Domo Development have over 80 Years combined in Real Estate Development

- Who are the contractors for the project? Are they from Chicago or out of state? If you are putting it out for bid, does that mean the lowest bidder?

We have relationships with subcontractors that we have been using for over ten years. It is to be determined who we will use for the Pines, but lowest bidder is not the criteria

- Who will pay for the proposed off-site road improvements?

Assuming the proposed site plan & density is approved, we would be assuming these costs.

- We are still concerned about having more traffic.

The current proposal will generate significantly less traffic than 400 or 500 single family homes or a mixed-use development with retail, single-family and multi-family.

That said - the current proposal is going to increase traffic. However, we are proposing to make significant road improvements that will improve the current and future traffic patterns.

- Can left turn signals be installed On 52nd

MAYBE. We will discuss this with the City.

- Can you create a southern connection into the Tilman Nature Preserve?

Yes. There will be a connection between the Pines and the Tilman Preserve. This will give neighbors from the north and east walking access to the gated leash dog park.

- Can you move the dog park area away from the Eastern Property Line, and create a generous landscaped buffer in between?

Yes. We have created a very significant protected conservancy buffer.

- Can you propose a public path that connects from the Tilman Nature Preserve down to 52nd Street?

No. For two reasons. Many of the owners along the eastern property line did not want a public pathway anywhere near their backyards. In addition, the City did not want to take ownership of the land.

- Can you please keep the leash free dog park open to the public?

Yes! Due to the large number of people that said that they and their dog loving friends loved the leash free dog park. In addition, we are going to restrict membership to only Wyoming residents to make it more of a local social activity. Lastly, we have decided to lower the annual fee to only \$120 per year to be more inclusive. There will be a one-time registration fee.

- How will the leash free dog park be accessed?

Members of the dog park will have a fob and parking access.

- Can you move the proposed dog beach area to the existing north pond, so it is away from the Property Line?

YES – Done

- Can you try to save the existing blue barn?

YES. If we can determine it is structurally sound and there are no environmental issues.

- Can you move Building 19B farther away from the Property Line, like the other Buildings?

YES - Done

- Can you use landscaped buffers instead of wood fences around the Property Lines?

YES - Done

- Can you plant conifer trees for the landscape buffers?

YES. We be planting mature 8-foot coniferous trees along the property lines. The trees will be planted off the property line (not right on it) so they have room to grow. They will also be planted in a spread-out pattern versus in a straight line to give a natural appearance.

- Can you add tree landscaping like you did on the northern property line, to the southern and eastern property lines?

YES - Done

- Can you remove or bury the power lines along the northern property line?

YES. We will be removing the power lines.

- Can you move the proposed traffic light and main entrance on Byron Center farther north to align with ReNew Woodlake apartments? People are using Golfton Drive & Danton Drive as a cut through route between 52nd Street and Byron Center?

YES. However, everything we are proposing needs to be approved by Wyoming.

- There are drainage issues along the northeastern property line. Can you make sure water no longer runs off from the Pines Golf Course?

YES. We have notified our development team of this issue and to will pay close attention to it when designing our grading and stormwater management plans.

- I am concerned with the current drainage issue and water run-off from the golf course from hole #13. Can you do something to fix this situation?

YES. Developing the Pines and implementing storm water management plans will capture rain run-off. City engineering will review and approve all plans.

- Can you use a web cam and time lapse camera setup so the progress of the development can be followed?

MAYBE. We probably will have drone footage showing the progress which we can share with those interested.

- What are your plans to minimize the light pollution inherent in a development of this size? One of the benefits of being on the edge of the golf course has been the lower light pollution that it generates.

It starts with not having buildings and lights near the property borders. We also don't have parking areas in between these buildings and the property borders. A lighting plan is also a requirement of a PUD submittal plan. It is reviewed and approved by the City.

- Can you investigate putting a traffic crossing island on 52nd street where the Kent Trail is located? They put an Island on 56th street and crossing 56th has become much more manageable.

YES

- Can you please send some add some more current studies on new luxury multifamily housing and their impact on a neighborhood?

YES – Please see attached

The Pines Redevelopment

- **Colors**
- **Sample Building Renderings**
- **Monument Sign Renderings**
- **Site Amenities**

All buildings within the development will incorporate cottage/farmhouse architectural elements with complimentary soft/warm colors. Primary building materials will consist of Hardie Plank/Smart Board Siding with stone and metal roof accents.

Sherwin - Williams

MODERN FARMHOUSE COLOR PALETTE



**The Pines Redevelopment
Clubhouse and Pool
Architectural Examples**



The Pines Redevelopment Architectural Examples



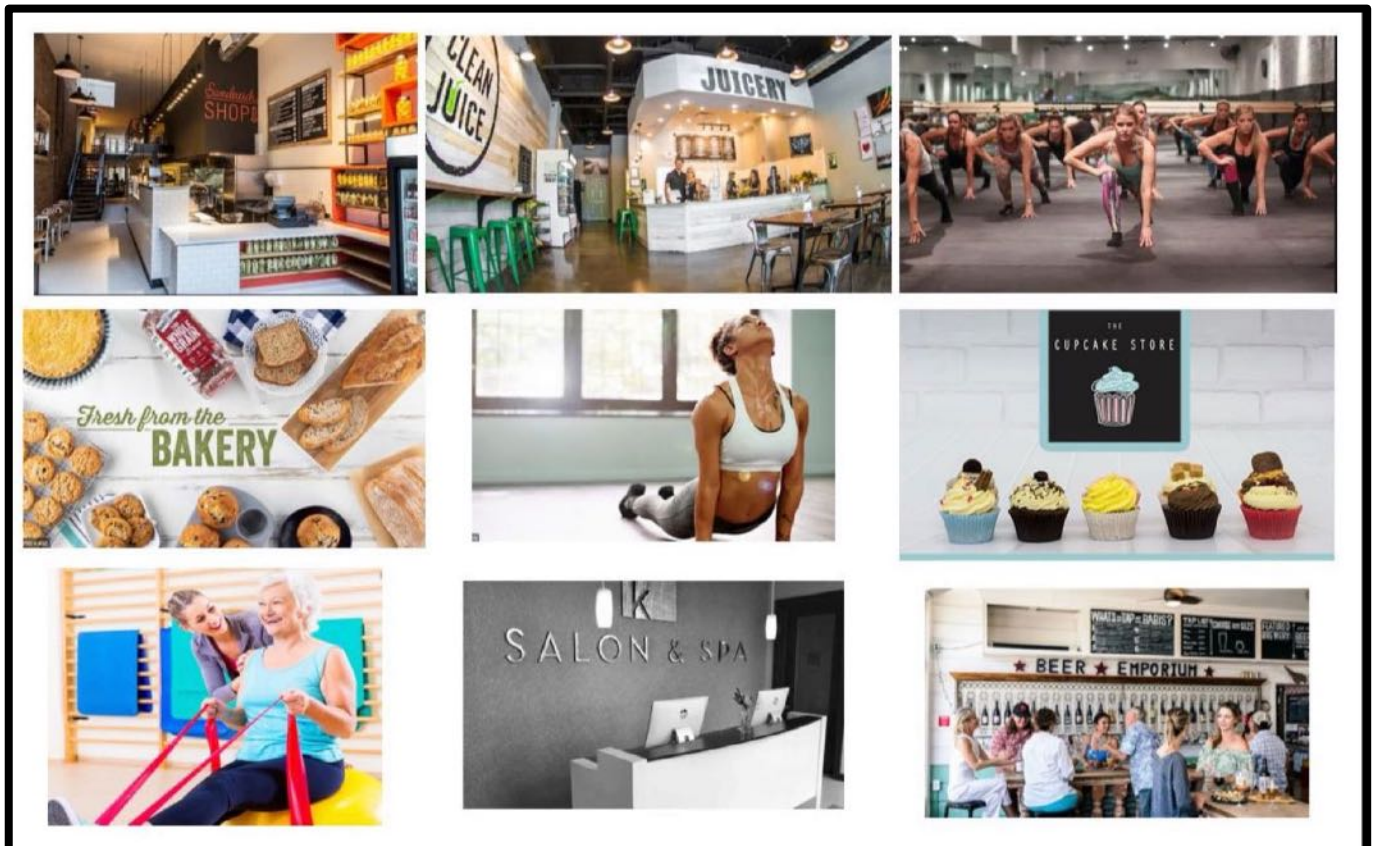
The Pines Redevelopment Architectural Examples



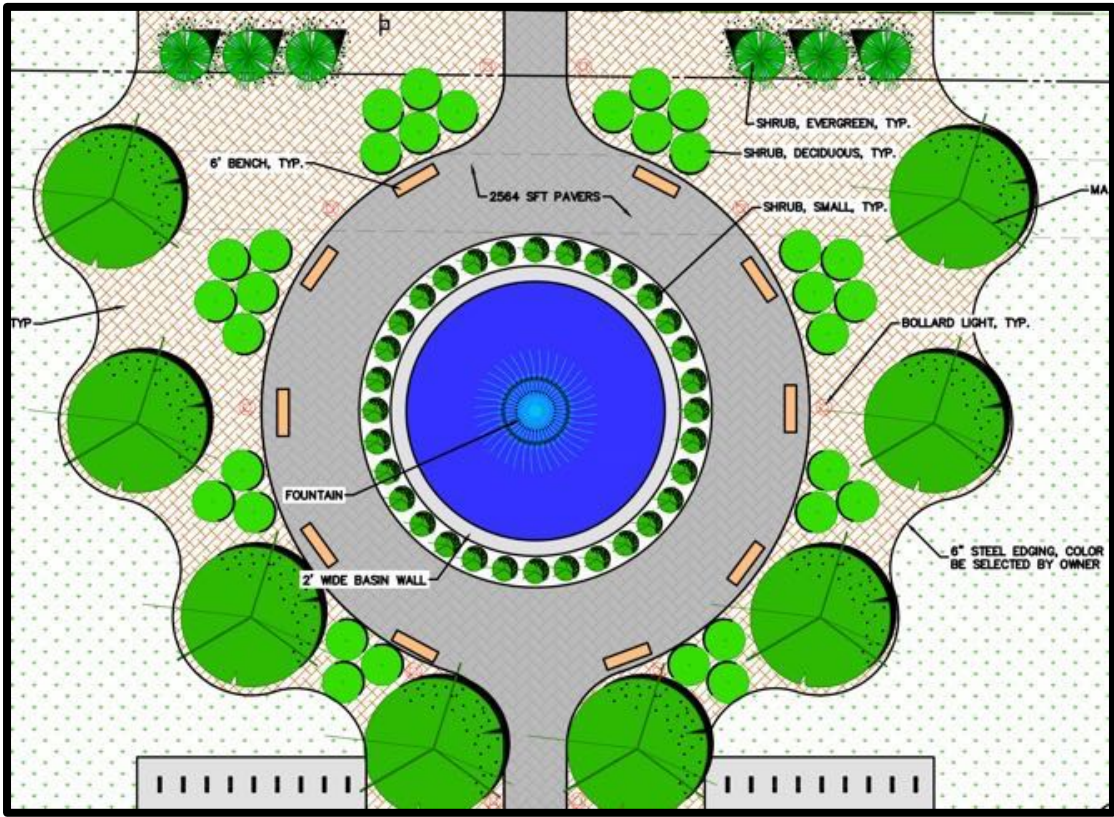
The Pines Redevelopment Architectural Examples



The Pines Redevelopment 1 Story Neighborhood Retail - Sample Targeted Tenants

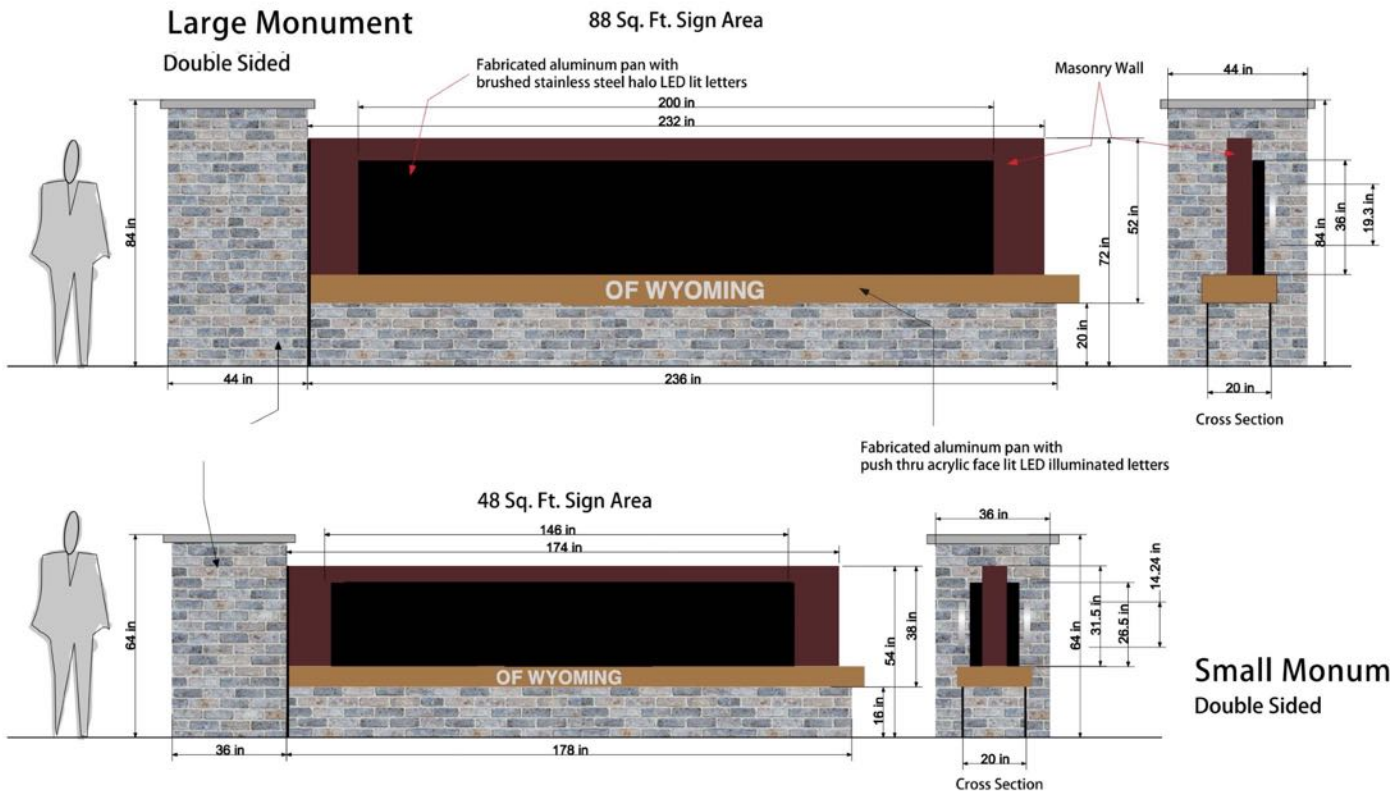


The Pines Redevelopment
Site Amenities
Signature Entrance Fountain Example



Monument Sign Example

Preliminary Designs - Monument Sign



DESCRIPTION:

COLOR OPTIONS DETAILS:

T.E.D.	T.E.D.	Black
--------	--------	-------

Actual product colors may vary from colors shown on your monitor.

**The Pines Redevelopment
Environmental Site Amenities
Rain Filtering Gardens & Car Chargers Examples**



**The Pines Redevelopment
Site Amenities
Community Fire Pit Example & 13 Acre Leash Free Dog**



**The Pines Redevelopment
Amenities
Pickleball & Bocce Courts Examples**



**The Pines Redevelopment
Amenities Clubhouse Interior & Golf Simulator
Examples**



**The Pines Redevelopment
Amenities Fitness Center & Bike Storage -
Examples**



**The Pines Redevelopment
Amenities
Yoga & Spin Room Examples**

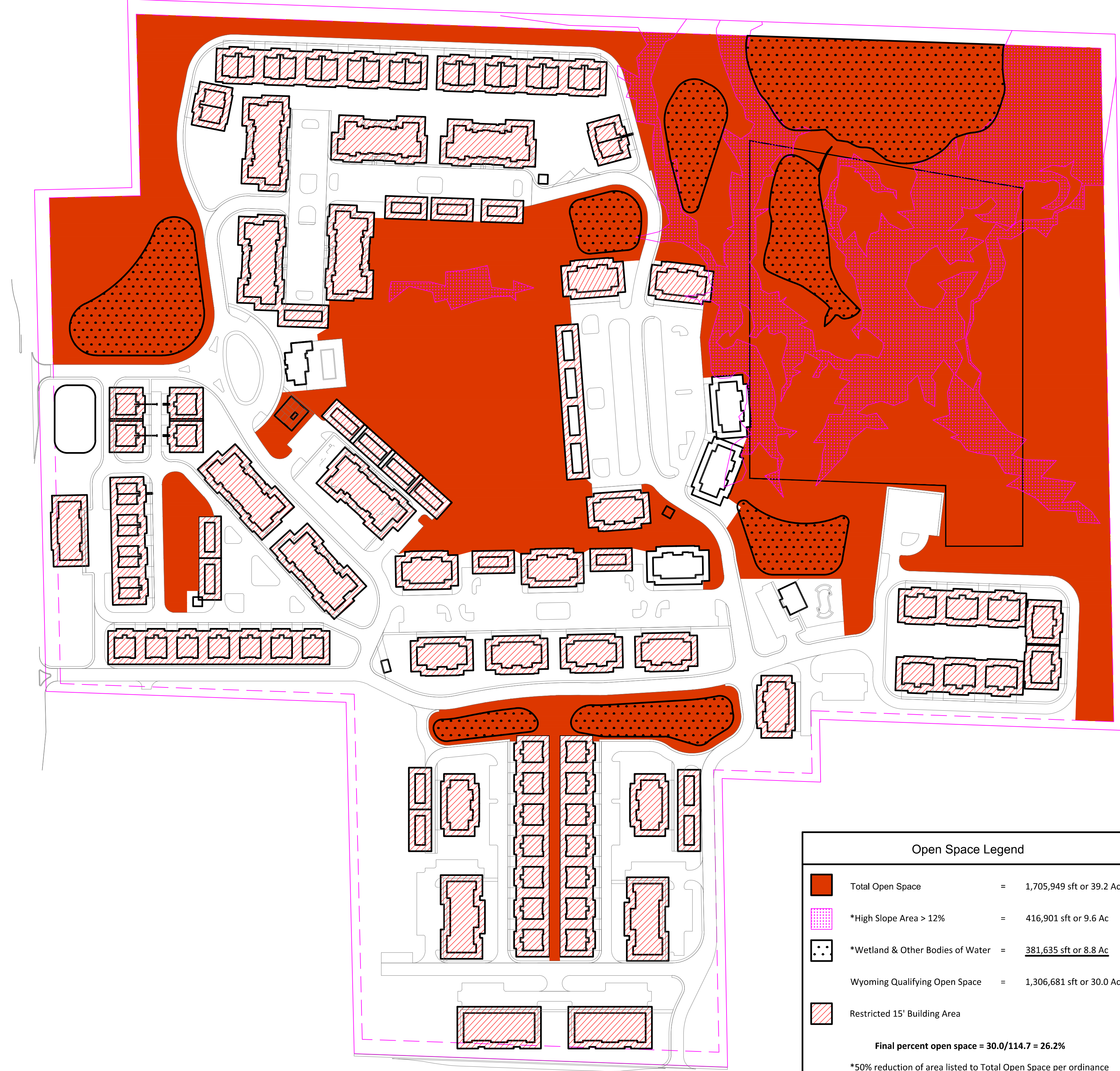
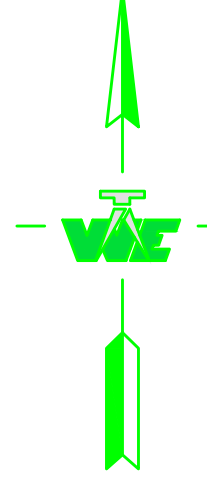
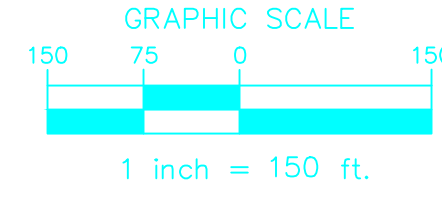


**The Pines Redevelopment
Amenities
Secure Package Room & Meeting Space Examples**



The Pines Redevelopment Interior Samples





Open Space Legend		
	Total Open Space	= 1,705,949 sft or 39.2 Ac
	*High Slope Area > 12%	= 416,901 sft or 9.6 Ac
	*Wetland & Other Bodies of Water	= 381,635 sft or 8.8 Ac
	Wyoming Qualifying Open Space	= 1,306,681 sft or 30.0 Ac
	Restricted 15' Building Area	
Final percent open space = 30.0/114.7 = 26.2%		
*50% reduction of area listed to Total Open Space per ordinance		

PUD-4 APPLICATION SET

PINES DEVELOPMENT - DOMO/REDHAWK
 5050 BYRON CENTER AVE. SW, CITY OF WYOMING
 KENT COUNTY, MICHIGAN 49519

OPEN SPACE EXHIBIT

WOLVERINE
 Engineers & Surveyors, Inc.

 312 North Street
 Mason, Michigan 48854
 Ph: 317.676.9200
 Fx: 317.676.9396
<http://www.wolfeinc.com>

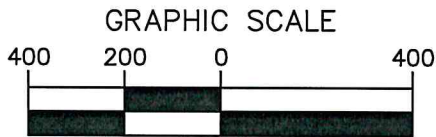
REVISION	DATE	DRAWN	DESCRIPTION
1	06/09/22	JAL	ADD WETLAND/POND AREAS TO CALCULATION

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APPROVED	DBH
CHECKED	DBH
DRAWN	JAL
JOB NO.	21-0078
DATE	06/09/2022
SCALE	1" = 150'
SHEET NO.	C2.1

CERTIFICATE OF SURVEY

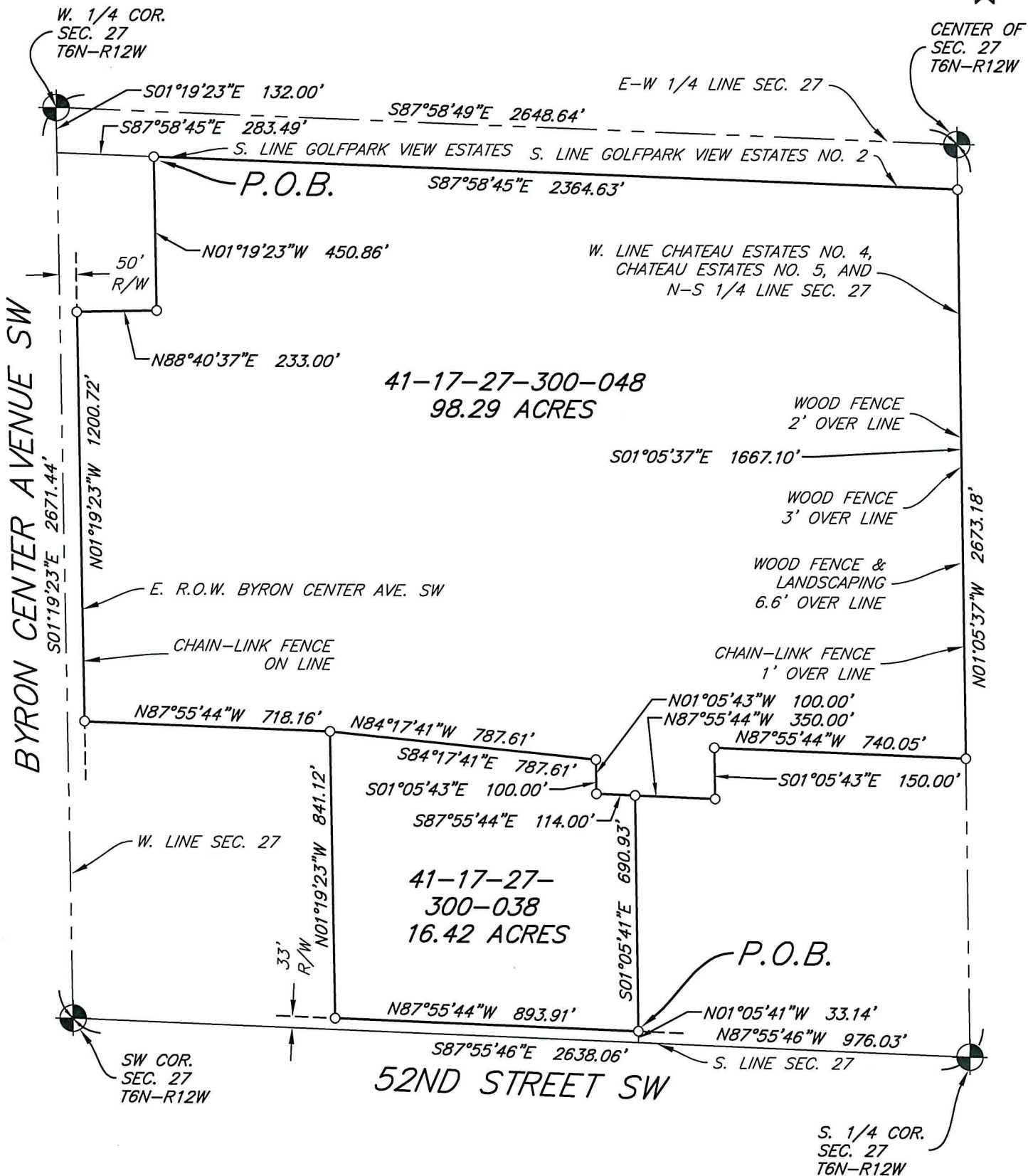
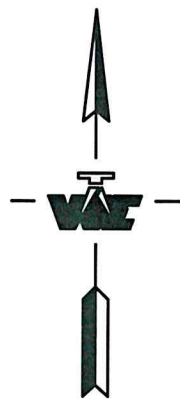
BASIS OF BEARING: STATE PLANE GRID
AZIMUTH, MI SOUTH ZONE 2113



1 inch = 400 ft.

LEGEND

- SECTION CORNER
- FOUND IRON



WOLVERINE
Engineers & Surveyors, Inc.

312 North Street
Mason, Michigan 48854
Ph: 517-676-9200
Fx: 517-676-9396
<http://www.wolveng.com>

SURVEY FOR:		
REDHAWK MULTIFAMILY PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N-R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN		
FIELD SURVEY: TY & JL	DATE: 6-10-22	SHEET: 1 OF 2
DRAWN: MNV	SCALE: 1"=400'	JOB NO.: 21-0078

CERTIFICATE OF SURVEY

LEGAL DESCRIPTIONS

PARCEL NUMBER 41-17-27-300-048, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S 01°19'23" E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S 87°58'45" E 283.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 87°58'45" E 2364.63 FEET ALONG THE SOUTH LINES OF GOLFPARK VIEW ESTATES AND GOLFPARK VIEW ESTATES NO. 2 TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 27; THENCE S 01°05'37" E 1667.10 FEET ALONG SAID NORTH-SOUTH 1/4 LINE, ALSO BEING THE WEST LINE OF CHATEAU ESTATES NO. 4 AND CHATEAU ESTATES NO. 5; THENCE N 87°55'44" W 740.05 FEET; THENCE S 01°05'43" E 150.00 FEET; THENCE N 87°55'44" W 350.00 FEET; THENCE N 01°05'43" W 100.00 FEET; THENCE N 84°17'41" W 787.61 FEET; THENCE N 87°55'44" W 718.16 FEET TO THE EAST LINE OF BYRON CENTER AVENUE SW; THENCE N 01°19'23" W 1200.72 FEET ALONG SAID EAST LINE; THENCE N 88°40'37" E 233.00 FEET; THENCE N 01°19'23" W 450.86 FEET TO THE POINT OF BEGINNING. CONTAINING 98.29 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PARCEL NUMBER: 41-17-27-300-038, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N 87°55'46" W 976.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 27; THENCE N 01°05'41" W 33.14 FEET TO THE NORTH LINE OF 52ND STREET AND THE POINT OF BEGINNING; THENCE N 87°55'44" W 893.91 FEET ALONG SAID NORTH LINE; THENCE N 01°19'23" W 841.12 FEET; THENCE S 84°17'41" E 787.61 FEET; THENCE S 01°05'43" E 100.00 FEET; THENCE S 87°55'44" E 114.00 FEET; THENCE S 01°05'41" E 690.93 FEET TO THE POINT OF BEGINNING. CONTAINING 16.42 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

WITNESSES TO GOVERNMENT SECTION CORNERS

WEST 1/4 CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT
 FOUND SW COR. BRICK GARAGE, N40°E 109.38'
 FOUND SE COR. CONCRETE DRIVEWAY HOUSE #2402 PARKVIEW, N80W 62.25'
 TOP $\text{\textcircled{C}}$ FIRE HYDRANT, N60°E 72.32'
 FOUND NAIL & KENT COUNTY REMON. TAG NW SIDE POWER POLE, S30°W 134.82'

SOUTHWEST CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT
 FOUND "X" TOP SE BOLT FOR SIGNAL POLE, N50°W 70.62'
 FOUND "X" TOP SW BOLT FOR SIGNAL POLE, N55°E 62.29'
 FOUND "X" TOP NW BOLT FOR SIGNAL POLE, S45°E 72.83'
 FOUND "X" TOP NE BOLT FOR SIGNAL POLE, S60°W 64.12'

CENTER OF SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT
 FOUND SW CORNER HOUSE FOUNDATION, N40°E 37.43'
 FOUND NAIL & KENT CO. REMON. TAG W. SIDE 34" BEECH, N20°W 42.55'
 FOUND NAIL & KENT CO. REMON. TAG N. SIDE 34" BEECH, S70°W 13.92'
 FOUND NAIL & KENT CO. REMON. TAG NE SIDE 15" CHERRY, N55°W 50.34'

SOUTH 1/4 CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT
 FOUND NAIL & KENT CO. REMON. TAG SW SIDE L & T POLE, N45°W 56.89'
 FOUND NAIL & KENT CO. REMON. TAG NW SIDE POWER POLE, S60°W 56.86'
 FOUND NAIL & KENT CO. REMON. TAG E. SIDE 8" WALNUT, 48.79'
 FOUND NW CORNER BRICK GARAGE, S10°E 77.69'

CERTIFICATION STATEMENT:

I, DONALD J. BENDZINSKI, PROFESSIONAL SURVEYOR #35989, CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, THAT ALL CORNERS HAVE BEEN MARKED AS SHOWN, THAT THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING, AND THAT THE REQUIREMENTS FOR SECTION MCL 54.213 OF PA 132 OF 1970, AS AMENDED, HAVE BEEN MET.



Donald J. Bendzinski

 4/10/22

 DATE

WOLVERINE
 Engineers & Surveyors, Inc.

312 North Street
 Mason, Michigan 48854
 Ph: 517-676-9200
 Fx: 517-676-9396
<http://www.wolveng.com>

SURVEY FOR:			REDHAWK MULTIFAMILY PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N-R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN
FIELD SURVEY: TY & JL	DATE: 6-10-22	SHEET: 2 OF 2	
DRAWN: MNV	SCALE: N/A	JOB NO.: 21-0078	