

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 6, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Chris Hall, Buck Creek Community 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 January 16, 2023 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Potter’s House State Championships
 2. Recognition of Curtis Holt
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
 - a) To Appoint John McCarter as a Representative of the City of Wyoming on the Kent County Dispatch Authority Board
 - b) To Appoint John McCarter as a Member of the REGIS Agency Board
 - c) To Appoint John McCarter as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership

- d) To Appoint Robert Postema to the Kent County Waste-to-Energy Advisory Committee
- e) To Appoint Tommy Brann as City Council Representative on the Greater Wyoming Community Resource Alliance
- f) To Reappoint Charis Austin as a Representative of the City of Wyoming on the Interurban Transit Partnership Board
- g) To Set a Public Hearing on the Proposed Vacation of a Portion of Platted Belden Ave SW Located North of Lee St SW, West of Cleveland Ave SW, East of Martindale Ave SW, Adjacent to Lee Street Christian Reformed Church (March 6, 2023 at 7:01 p.m.)

15) Resolutions

- h) To Appoint John McCarter as Acting/Interim City Manager and to Authorize the Mayor and City Clerk to Sign an Amendment to the Employment Agreement
- i) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Classification and Salary Schedule
- j) To Authorize the Mayor and City Clerk to Execute an Employment Agreement Between the Administrative and Supervisory Employees Association and the City of Wyoming (Budget Amendment No. 60)
- k) To Authorize Conforming Amendments to All Employment Agreements with City Contract Employees
- l) To Adopt the Strategy Map Developed at the December 2022 City Council Retreat
- m) To Establish the Polling Place for Precinct 10 in the City of Wyoming, Kent County, Michigan
- n) To Approve and Authorize the City Clerk to Sign Polling Location Agreements

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

- o) To Extend the Bid for Cul-de-Sac Snow Plowing to Jack's Lawn Service & Snowplowing, Inc. and Pro-Mow Lawn Care LLC
- p) To Award a Bid for Bulk Pick-Up and Disposal of Leaves and Grinding and Disposal of Brush to Michigan Wood Fibers
- q) To Authorize Payment to Miss Dig System, Inc.
- r) To Concur with Acceptance of a Proposal from Comcast Business for Managed Internet Service and to Concur with the City Manager Signing the Agreement
- s) To Accept a Proposal from People Driven Technology to Implement a VMWare VDI Solution and to Authorize the Mayor and City Clerk to Sign the Agreement
- t) To Approve and Authorize the Public Works Director to Sign Settlement Agreements for 3rd Transmission Main Project Easements
- u) To Accept a Proposal from Prein & Newhof, Inc. to Draft a Project Planning Document, Authorize the Mayor and City Clerk to Sign the Contract, and Approve the Attached Budget Amendment (Budget Amendment No. 61)
- v) To Approve Yard Piping Project Change Order No. 4 and to Authorize and Direct the City Manager and City Staff to Take All Related Actions Including Entering a Corresponding Contract with DHE Plumbing and Mechanical L.L.C.
- w) Awarding and Authorizing and Directing the Mayor and City Clerk to Sign a 30-inch Ball Valve Purchase Contract
- x) To Accept a Proposal from Underwater Construction Corporation for Underwater Intake Inspection and Authorize the Mayor and City Clerk to Sign the Contract

- y) To Accept a Proposal from Buist Electric, Inc. for Transformer Bus Replacement and to Authorize the Mayor and City Clerk to Sign the Contract
- z) To Accept a Proposal for Overhaul of One Aeration Blower and Authorize the Mayor and City Clerk to Sign the Contract
- aa) For the Purchase of Two Lime Pumps and to Authorize the Mayor and City Clerk to Execute the Contract
- bb) To Accept a Proposal from Denny's Excavating, Inc. for Biofilter Media Replacement and to Authorize the Mayor and City Clerk to Sign the Contract
- cc) For Award of Bids and to Authorize the Mayor and City Clerk to Sign the Contracts
 - 1. Unmanned Aerial System
 - 2. Bituminous Paving Materials
 - 3. Brass Water Service and Meter Installation Materials and Meter Mountings
 - 4. Sand
 - 5. Stainless Steel Clamp Couplings
 - 6. Screened Topsoil
 - 7. Wilson Avenue Force Main Improvement Plan
 - 8. Routers and Firewalls for Water System Network
 - 9. Disposal Services for Community Clean-Up Day
 - 10. Weed Control and Property Maintenance Clean Up

17) Ordinances

- 1-23 To Amend Chapter 90 of the Code of Ordinances by Amending Sections 90-204, 90-207, and 90-219 in Article 2; Section 90-333 in Article 3; Sections 90-416A and 90-417A in Article 4B; Sections 90-401B, 90-402B, 90-408B, and 90-413B in Article 4B; Section 90-508 in Article 5; Section 90-1313 in Article 11, Division 3; and Section 90-2100 in Article 11, Division 11 (Final Reading)
- 2-23 To Amend Chapter 90 of the Code of Ordinances by Amending Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411 in Article 11, Division 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

PROCLAMATION OF CONGRATULATIONS

***POTTER'S HOUSE BOYS CROSS COUNTRY TEAM
AND LEZawe OSTERINK DIVISION FOUR
STATE CHAMPIONSHIP - 2022***

WHEREAS, the Potter's House Boys Cross Country Team and Lezawe (Moses) Osterink deserve special recognition for their 2022 cross country season, and

WHEREAS, the Potter's House Boys Cross Country Team displayed their exceptional abilities by being the first boys' team to sweep the first three places in an MHSAA Final since the meet moved to Michigan International Speedway in 1996, and

WHEREAS, this championship victory represents the fifth state championship for Potter's House school and Lezawe's second individual state championship.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to the Potter's House Boys Cross Country Team for their outstanding achievement during the 2022 cross country season.

***KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan***

**PROCLAMATION
OF APPRECIATION TO CURTIS HOLT**

WHEREAS, the Wyoming City Council congratulates, thanks, and commends City Manager Curtis Holt for his dedicated public service, spanning 36 years; and

WHEREAS, Curtis Holt was hired as Deputy City Manager in August of 1996, and was appointed to the position of City Manager of the City of Wyoming on April 1, 2000, where he assumed the challenging task of taking a strong, vibrant city to a new level of service; and

WHEREAS, because of his exceptional leadership, City staff has become a high caliber workforce dedicated to achieving innovative results; voters have approved multiple public safety and parks millages, and the community has benefitted from outstanding city facilities and infrastructure; and

WHEREAS, the level of commitment and service brought to the City of Wyoming by Curtis Holt will forever be the benchmark for future efforts to grow and sustain a solid financial base, conservative and balanced budgets, and a culture of service that will allow the city to prepare for and fully embrace the future; and

WHEREAS, during his tenure as City Manager, Curtis Holt has exhibited exemplary dedication to his colleagues and the community, representing Wyoming beyond the walls of city hall by serving on numerous community, state, national, and international organizations.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby recognize and express sincere appreciation to Curtis Holt for his leadership, loyalty, and utmost dedication to the City of Wyoming and its residents, and wish him continued success, happiness, and good health in the years to come.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
February 6, 2023

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN MCCARTER AS A REPRESENTATIVE
OF THE CITY OF WYOMING ON THE KENT COUNTY DISPATCH AUTHORITY BOARD

WHEREAS:

1. The City of Wyoming is entitled to one representative to serve on the Kent County Dispatch Authority Board.
2. It is the desire of the Wyoming City Council to appoint Deputy City Manager John McCarter to replace City Manager Curtis Holt as the Wyoming representative on the Kent County Dispatch Authority Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Wyoming Deputy City Manager John McCarter as the representative of the City of Wyoming on the Kent County Dispatch Authority Board.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN MCCARTER
AS A MEMBER OF THE REGIS AGENCY BOARD

WHEREAS:

1. The City of Wyoming is a Charter Participant in the Regional Geographic Information System (REGIS) Agency Board.
2. It is the desire of the Wyoming City Council to appoint Deputy City Manager John McCarter to replace City Manager Curtis Holt as a member of the REGIS Agency Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Wyoming Deputy City Manager John McCarter as a representative of the City of Wyoming on the REGIS Agency Board and notice of this resolution be sent to the Grand Valley Metro Council (GVMC).

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN MCCARTER AS A REPRESENTATIVE OF THE CITY
OF WYOMING ON THE BOARD OF THE EMS CONSORTIUM PARTNERSHIP

WHEREAS:

1. It is the desire of the Wyoming City Council to appoint John McCarter to replace Curtis Holt as a Wyoming representative to the EMS Consortium Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate John McCarter as a representative of the City of Wyoming on the EMS Consortium Board of Directors for a term ending June 30, 2025.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ROBERT POSTEMA TO THE
KENT COUNTY WASTE-TO-ENERGY ADVISORY COMMITTEE

WHEREAS:

1. The City of Wyoming is entitled to representation on the Kent County Waste-to-Energy Advisory Committee.
2. It is the desire of the Wyoming City Council to appoint Councilmember Robert Postema as a Wyoming representative to the Kent County Waste-to-Energy Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Councilmember Robert Postema as a member of the Kent County Waste-to-Energy Advisory Committee as the City's representative for 2023.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT TOMMY BRANN AS CITY COUNCIL REPRESENTATIVE
ON THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. City Council wishes to appoint a City Councilmember as a representative on the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan does hereby appoint Councilmember Tommy Brann as City Council representative on the Greater Wyoming Community Resource Alliance for the City of Wyoming.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT CHARIS AUSTIN AS A REPRESENTATIVE OF THE
CITY OF WYOMING ON THE INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS:

1. The term of Charis Austin as a Wyoming representative on the Interurban Transit Partnership Board, expired on December 31, 2022.
2. It is the desire of the Wyoming City Council to reappoint Charis Austin as a Wyoming representative to the Interurban Transit Partnership Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Charis Austin as a representative of the City of Wyoming on the Interurban Transit Partnership Board for a two-year term expiring December 31, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED VACATION OF
A PORTION OF PLATTED BELDEN AVE SW LOCATED NORTH OF LEE ST SW,
WEST OF CLEVELAND AVE SW, EAST OF MARTINDALE AVE SW, ADJACENT
TO LEE STREET CHRISTIAN REFORMED CHURCH

WHEREAS:

1. Following a public hearing held January 17, 2023, the Planning Commission unanimously recommended vacation of a portion of platted Belden Ave SW located north of Lee St SW, west of Cleveland Ave SW, east of Martindale Ave SW, adjacent to Lee Street Christian Reformed Church at 1261 Lee Street SW as depicted and described on the attached Exhibit A (the "Belden Ave Segment") while retaining a utility easement.
2. At its meeting on March 6, 2023, the City Council will consider a resolution to vacate the Belden Ave Segment.

NOW, THEREFORE, BE IT RESOLVED:

1. At its meeting on March 6, 2023, the City Council will hold a public hearing on the proposed vacation of the Belden Ave Segment.
2. Notice of the public hearing shall be published once in a newspaper published and circulated at least weekly within the city. A copy of that notice shall be sent by the city clerk by certified mail to adjacent property owners and to all public utilities.
3. All resolutions and parts of resolutions are, to the extent conflicting with this resolution, rescinded.

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 February 6, 2023.

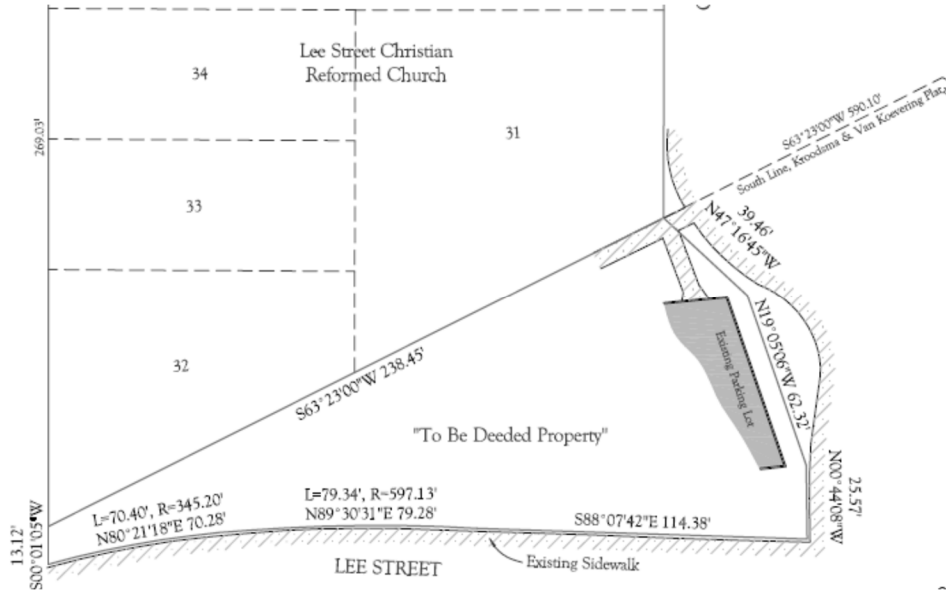
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

EXHIBIT A

**CITY OF WYOMING
NOTICE OF PUBLIC HEARING**

The City Council of the City of Wyoming, Michigan will hold a public hearing on March 6, 2023, at 7:01 P.M. in the City Council Chambers at City Hall, 1155-28th St SW, Wyoming, Michigan regarding the proposed vacation of a portion of platted Belden Ave SW located north of Lee St SW, west of Cleveland Ave SW, and east of Martindale Ave SW and adjacent to Lee Street Christian Reformed Church at 1261 Lee St SW, Wyoming, Michigan which is depicted and described below.



That part of the Southwest ¼ of Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: commencing at the Northeast Plat corner of Kroodisma & Van Koevering Plat (point being 890.6 feet South and 25.0 feet West of the Center of said Section); thence South 00°09'00" West 139.00 feet along the East line of said Plat; thence South 63°23'00" West 590.10 feet along the South line of said Plat to the Southeast corner of Lot 31 of said Plat and the point of beginning of this description; thence continuing South 63°23'00" West 238.45 feet along said South line to the Southwest corner of Lot 32 of said Plat; thence South 00°01'05" West 13.12 feet; thence Northeasterly 70.40 feet along a 345.20 foot radius curve to the right, the chord of which bears North 80°21'18" East 70.28 feet; thence Northeasterly 79.34 feet along a 597.13 foot radius curve to the right, the chord of which bears North 89°30'31" East 79.28 feet; thence South 88°07'42" East 114.38 feet; thence North 00°44'08" West 25.57 feet; thence North 19°05'06" West 62.32 feet; thence North 47°16'45" West 39.46 feet to the point of beginning.

Persons who wish to make written comments may submit them in writing before the public hearing or submit them in-person during the public hearing. Written comments may be sent to the Wyoming Planning Commission at plan_info@wyomingmi.gov or by USPS mail or other delivery addressed to the City Clerk, 1155 28th St SW, Wyoming, MI 49509-0905. Comments received by 5:00pm the day of the meeting will be submitted to City Councilmembers and made part of the record.

Those seeking special accommodations due to hearing or other disability or for language assistance, should contact plan_info@wyomingmi.gov or (616) 530-7259, at least 48 hours before the meeting.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN MCCARTER AS ACTING/INTERIM CITY MANAGER
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AN AMENDMENT
TO THE EMPLOYMENT AGREEMENT

WHEREAS:

1. Wyoming City Manager, Curtis Holt, is retiring effective on February 16, 2023.
2. Section 4.9 of the City Charter provides that the City Council may appoint or designate an acting city manager during the period of vacancy in the office of city manager who, while serving as the active city manager will have all the responsibilities, duties, functions, and authority of the city manager.
3. The City Council adopted resolution number 26893 on February 1, 2021, approving an employment agreement with the Deputy City Manager John McCarter
4. The City Council desires to appoint John McCarter as Acting/Interim City Manager effective February 16, 2023, at 5:01 p.m., and amend his Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council appoints John McCarter as Acting/Interim City Manager for the City of Wyoming, effective February 16, 2023, at 5:01 p.m., to serve until a city manager appointed by the Council begins employment with the city.
2. The Amendment to Employment Agreement is approved in the form attached as Exhibit A and the Mayor and City Clerk are authorized and directed to sign it on the city's behalf.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Exhibit A – Amendment to Employment Agreement

Resolution No. _____

CITY OF WYOMING
AMENDMENT TO EMPLOYMENT AGREEMENT – JOHN McCARTER

The City of Wyoming (City) and Deputy City Manager John McCarter (Employee) agree to temporarily amend Employee's March 15, 2021 Employment Agreement (March 15, 2021 Agreement) to appoint Employee to the temporary position of Acting/Interim City Manager.

1. TERM. Pursuant to section 4.9 of the City Charter, City employs and appoints Employee as its Acting/Interim City Manager effective on February 16, 2023, at 5:01PM.

A. Employee shall serve as Acting/Interim City Manager at the pleasure of the City Council. If the City Council terminates Employee's appointment at Acting/Interim City Manager, employee will continue to serve as Deputy City Manager under the March 15, 2021 Agreement, unless that employment is terminated in accordance with the terms of that agreement.

B. This temporary appointment will terminate effective on the date and time of the employment by the city of a city manager appointed by the City Council. At that time, this amendment will terminate and Employee will return to the position of Deputy City Manager under the terms and conditions of the March 15, 2021 Agreement as modified by section 8 of this Amendment.

2. PERFORMANCE. Employee shall perform the duties of Acting/Interim City Manager as provided in section 4.9 of the City Charter in a competent and professional manner and in accordance with the City Charter, City Code of Ordinances, established policies and regulations of the City, and applicable law. Employee shall perform those duties to the satisfaction of the City Council, which shall be the sole judge of the Employee's performance.

3. SERVICE DATE. Employee's date of service with the City shall remain as March 15, 2021.

4. COMPENSATION. Employee's salary while appointed to the position of Acting/Interim City Manager shall be set at \$170,000 on an annual basis. The annual compensation will be converted to an hourly rate and paid bi-weekly on a 40 hour per week basis in accordance with established payroll procedures.

5. BENEFITS. There are no changes to the benefits Employee currently receives under the March 15, 2021 Agreement.

6. INDEMNIFICATION. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or any legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as Acting/Interim City Manager.

7. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as Acting/Interim City Manager.

8. DELETION. The following provision is deleted from section 6 of the March 15, 2021 Agreement:

If Employee's employment is terminated pursuant to Section 7a and 7b of this Agreement prior to March 15, 2024, Employee shall reimburse the City for all of the moving and temporary rental expenses. If Employee's employment is terminated pursuant to Section 7a and 7b of this Agreement after March 15, 2024 but prior to March 15, 2026, Employee shall reimburse the City for half of the moving and temporary rental expenses.

9. OTHER TERMS. All other provisions of the of the March 15, 2021 Agreement remain unchanged.

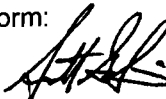
CITY OF WYOMING

JOHN McCARTER

By: _____
Kent VanderWood, Mayor

Date signed: February __, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:


Date signed: February __, 2023

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Community and Economic Development Assistant Director as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

ATTACHMENT:
Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

Re: Community and Economic Development Assistant Director

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The position of Community and Economic Development Assistant Director is hereby added to the bargaining unit.
2. The position of Community and Economic Development Assistant Director is hereby placed in the A34 range of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

By: _____
Its: City Manager, Curtis Holt

Date: _____

WYOMING ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION

By:  _____
Its: President, Kate Gardner

Date: 1/25/2023

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
EMPLOYMENT AGREEMENT BETWEEN THE ADMINISTRATIVE AND SUPERVISORY
EMPLOYEES ASSOCIATION AND THE CITY OF WYOMING

WHEREAS:

1. The Administrative and Supervisory Employees Association and the City of Wyoming have an employment agreement through June 30, 2025.
2. It is the desire of the City and the Union to extend and amend the Employment Agreement through June 30, 2027 as detailed in the attached Tentative Settlement Agreement.
3. It is recommended City Council approve the Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the Employment Agreement between the Administrative and Supervisory Employees Association and the City of Wyoming through June 30, 2027 and authorizes the Mayor and City Clerk to sign said Employment Agreement.
2. The City Council approves the attached budget amendment.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Tentative Settlement Agreement
Budget Amendment

Resolution No. _____

**CITY OF WYOMING AND THE
ADMINISTRATIVE AND SUPERVISORY EMPLOYEES ASSOCIATION**

The City of Wyoming proposes the following changes be made to the current contract between the City and the Administrative and Supervisory Employees Association, subject to ratification by the Administrative and Supervisory Employees Association and approval by the City Council.

Date: 01/12/2023

1. Article 7 – Section 1 Terms.

Change this section to extend the contract by 2 years, through June 30, 2027

2. Appendix A – Wages

Update the scheduled wage increases with the text shown in bold.

July 1, 2021:	2.25%
July 1, 2022:	2.25%
February XX* 2023:	2.50%
July 1, 2023:	2.25%
July 1, 2024:	2.25%
July 1, 2025:	2.00%
July 1, 2026:	2.00%

*The February 2023 wage increase will be effective on the first Monday after both ratification by the Union and Approval by the City Council.

TA 1/12/22

 - Director of Human Resources - Kim Oostindie

 - City manager - Curtis Holt

 - Kate Gardner - Union President
- President

CITY OF WYOMING BUDGET AMENDMENT

Date: February 6, 2023

Budget Amendment No. 060

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$42,102.37 of budgetary authority to provide the necessary funds for additional wages and fringe benefits for all Administrative Union employees.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - Salaries				
101-136-13600-706.000	\$ 783,049.39	\$ 3,010.40	\$ -	\$ 786,059.79
District Court - FICA				
101-136-13600-715.000	\$ 75,326.58	\$ 230.30	\$ -	\$ 75,556.88
District Court - Life Insurance				
101-136-13600-717.000	\$ 982.17	\$ 3.46	\$ -	\$ 985.63
District Court - Pension DC Plan				
101-136-13600-718.100	\$ 34,828.71	\$ 108.31	\$ -	\$ 34,937.02
District Court - Workers Comp Insurance				
101-136-13600-719.000	\$ 4,298.46	\$ 3.92	\$ -	\$ 4,302.38
District Court - Insurance Liability				
101-136-13600-910.000	\$ 14,547.40	\$ 42.15	\$ -	\$ 14,589.55
District Court - Building - Salaries				
101-136-13610-706.000	\$ 31,421.46	\$ 80.46	\$ -	\$ 31,501.92
District Court - Building - FICA				
101-136-13610-715.000	\$ 2,850.38	\$ 6.15	\$ -	\$ 2,856.53
District Court - Building - Life Insurance				
101-136-13610-717.000	\$ 36.31	\$ 0.09	\$ -	\$ 36.40
District Court - Building - Pension				
101-136-13610-718.000	\$ 6,358.63	\$ 15.29	\$ -	\$ 6,373.92
District Court - Building - Workers Comp Insurance				
101-136-13610-719.000	\$ 1,176.58	\$ 2.59	\$ -	\$ 1,179.17
District Court - Building - Insurance Liability				
101-136-13610-910.000	\$ 480.73	\$ 1.13	\$ -	\$ 481.86
City Manager - Salaries				
101-172-17200-706.000	\$ 1,098,125.82	\$ 3,195.45	\$ -	\$ 1,101,321.27
City Manager - FICA				
101-172-17200-715.000	\$ 81,955.75	\$ 244.46	\$ -	\$ 82,200.21
City Manager - Life Insurance				
101-172-17200-717.000	\$ 1,223.84	\$ 3.68	\$ -	\$ 1,227.52
City Manager - Pension DC Plan				
101-172-17200-718.100	\$ 47,364.59	\$ 255.64	\$ -	\$ 47,620.23
City Manager - Workers Comp Insurance				
101-172-17200-719.000	\$ 4,602.36	\$ 4.15	\$ -	\$ 4,606.51
City Manager - Insurance Liability				

101-172-17200-910.000	\$ 14,968.20	\$	44.75	\$	-	\$ 15,012.95
Finance - Accounting - Salaries						
101-201-20100-706.000	\$ 493,835.58	\$	691.86	\$	-	\$ 494,527.44
Finance - Accounting - FICA						
101-201-20100-715.000	\$ 38,258.26	\$	52.93	\$	-	\$ 38,311.19
Finance - Accounting - Life Insurance						
101-201-20100-717.000	\$ 565.66	\$	0.80	\$	-	\$ 566.46
Finance - Accounting - Pension DC Plan						
101-201-20100-718.100	\$ 34,830.99	\$	55.35	\$	-	\$ 34,886.34
Finance - Accounting - Workers Comp Insurance						
101-201-20100-719.000	\$ 963.40	\$	0.90	\$	-	\$ 964.30
Finance - Accounting - Insurance Liability						
101-201-20100-910.000	\$ 6,881.81	\$	9.69	\$	-	\$ 6,891.50
Finance - Treasurer - Salaries						
101-201-25300-706.000	\$ 226,886.15	\$	594.67	\$	-	\$ 227,480.82
Finance - Treasurer - FICA						
101-201-25300-715.000	\$ 18,037.14	\$	45.49	\$	-	\$ 18,082.63
Finance - Treasurer - Life Insurance						
101-201-25300-717.000	\$ 256.11	\$	0.68	\$	-	\$ 256.79
Finance - Treasurer - Workers Comp Insurance						
101-201-25300-719.000	\$ 488.26	\$	0.77	\$	-	\$ 489.03
Finance - Treasurer - Insurance Liability						
101-201-25300-910.000	\$ 3,184.57	\$	8.33	\$	-	\$ 3,192.90
Assessor - Salaries						
101-209-20900-706.000	\$ 446,085.07	\$	854.29	\$	-	\$ 446,939.36
Assessor - FICA						
101-209-20900-715.000	\$ 34,529.99	\$	65.35	\$	-	\$ 34,595.34
Assessor - Life Insurance						
101-209-20900-717.000	\$ 512.98	\$	0.98	\$	-	\$ 513.96
Assessor - Pension DC Plan						
101-209-20900-718.100	\$ 30,545.05	\$	68.34	\$	-	\$ 30,613.39
Assessor - Workers Comp Insurance						
101-209-20900-719.000	\$ 6,283.52	\$	12.90	\$	-	\$ 6,296.42
Assessor - Insurance Liability						
101-209-20900-910.000	\$ 6,245.23	\$	11.96	\$	-	\$ 6,257.19
Attorney - Legal Services - Salaries						
101-210-21000-706.000	\$ 335,383.00	\$	497.64	\$	-	\$ 335,880.64
Attorney - Legal Services - FICA						
101-210-21000-715.000	\$ 24,224.00	\$	38.07	\$	-	\$ 24,262.07
Attorney - Legal Services - Life Insurance						
101-210-21000-717.000	\$ 376.00	\$	0.57	\$	-	\$ 376.57
Attorney - Legal Services - Pension DC Plan						
101-210-21000-718.100	\$ 26,115.00	\$	39.81	\$	-	\$ 26,154.81
Attorney - Legal Services - Workers Comp Insurance						
101-210-21000-719.000	\$ 440.00	\$	0.65	\$	-	\$ 440.65

Attorney - Legal Services - Insurance Liability								
101-210-21000-910.000	\$	4,570.00	\$	6.97	\$	-	\$	4,576.97
City Clerk - Salaries								
101-215-21500-706.000	\$	319,091.85	\$	672.16	\$	-	\$	319,764.01
City Clerk - FICA								
101-215-21500-715.000	\$	24,751.16	\$	51.42	\$	-	\$	24,802.58
City Clerk - Life Insurance								
101-215-21500-717.000	\$	362.84	\$	0.77	\$	-	\$	363.61
City Clerk - Pension DC Plan								
101-215-21500-718.100	\$	12,739.87	\$	53.77	\$	-	\$	12,793.64
City Clerk - Workers Comp Insurance								
101-215-21500-719.000	\$	590.08	\$	0.87	\$	-	\$	590.95
City Clerk - Insurance Liability								
101-215-21500-910.000	\$	4,409.36	\$	9.41	\$	-	\$	4,418.77
Information Technology - Salaries								
101-258-25800-706.000	\$	691,229.86	\$	873.40	\$	-	\$	692,103.26
Information Technology - FICA								
101-258-25800-715.000	\$	56,052.69	\$	66.82	\$	-	\$	56,119.51
Information Technology - Life Insurance								
101-258-25800-717.000	\$	778.58	\$	1.00	\$	-	\$	779.58
Information Technology - Workers Comp Insurance								
101-258-25800-719.000	\$	1,411.65	\$	1.14	\$	-	\$	1,412.79
Information Technology - Insurance Liability								
101-258-25800-910.000	\$	9,781.68	\$	12.23	\$	-	\$	9,793.91
Facilities - Salaries								
101-267-26700-706.000	\$	82,671.16	\$	217.23	\$	-	\$	82,888.39
Facilities - FICA								
101-267-26700-715.000	\$	7,097.85	\$	16.62	\$	-	\$	7,114.47
Facilities - Life Insurance								
101-267-26700-717.000	\$	94.85	\$	0.25	\$	-	\$	95.10
Facilities - Pension								
101-267-26700-718.000	\$	16,060.50	\$	41.27	\$	-	\$	16,101.77
Facilities - Workers Comp Insurance								
101-267-26700-719.000	\$	2,943.75	\$	6.99	\$	-	\$	2,950.74
Facilities - Insurance Liability								
101-267-26700-910.000	\$	1,234.40	\$	3.04	\$	-	\$	1,237.44
Police - Administration Services - Salaries								
101-305-30500-706.000	\$	753,237.00	\$	599.82	\$	-	\$	753,836.82
Police - Administration Services - FICA								
101-305-30500-715.000	\$	72,243.16	\$	45.89	\$	-	\$	72,289.05
Police - Administration Services - Life Insurance								
101-305-30500-717.000	\$	974.73	\$	0.69	\$	-	\$	975.42
Police - Administration Services - Pension DC Plan								
101-305-30500-718.100	\$	10,635.02	\$	47.99	\$	-	\$	10,683.01
Police - Administration Services - Workers Comp Insurance								

101-305-30500-719.000	\$	17,329.28	\$	0.78	\$	-	\$	17,330.06
Police - Administration Services - Insurance Liability								
101-305-30500-910.000	\$	12,122.34	\$	8.40	\$	-	\$	12,130.74
Police - Building - Salaries								
101-305-30610-706.000	\$	74,986.12	\$	201.14	\$	-	\$	75,187.26
Police - Building - FICA								
101-305-30610-715.000	\$	6,618.20	\$	15.39	\$	-	\$	6,633.59
Police - Building - Life Insurance								
101-305-30610-717.000	\$	85.74	\$	0.23	\$	-	\$	85.97
Police - Building - Pension								
101-305-30610-718.000	\$	20,855.41	\$	38.22	\$	-	\$	20,893.63
Police - Building - Workers Comp Insurance								
101-305-30610-719.000	\$	2,733.57	\$	6.48	\$	-	\$	2,740.05
Police - Building - Insurance Liability								
101-305-30610-910.000	\$	1,128.00	\$	2.82	\$	-	\$	1,130.82
Police - Records Management - Salaries								
101-305-30700-706.000	\$	250,538.13	\$	599.82	\$	-	\$	251,137.95
Police - Records Management - FICA								
101-305-30700-715.000	\$	19,403.77	\$	45.89	\$	-	\$	19,449.66
Police - Records Management - Life Insurance								
101-305-30700-717.000	\$	284.72	\$	0.69	\$	-	\$	285.41
Police - Records Management - Workers Comp Insurance								
101-305-30700-719.000	\$	526.43	\$	0.78	\$	-	\$	527.21
Police - Records Management - Insurance Liability								
101-305-30700-910.000	\$	3,458.21	\$	8.40	\$	-	\$	3,466.61
Police - Forensic Science Unit - Salaries								
101-305-31200-706.000	\$	399,618.99	\$	696.15	\$	-	\$	400,315.14
Police - Forensic Science Unit - FICA								
101-305-31200-715.000	\$	32,260.01	\$	53.26	\$	-	\$	32,313.27
Police - Forensic Science Unit - Life Insurance								
101-305-31200-717.000	\$	453.95	\$	0.80	\$	-	\$	454.75
Police - Forensic Science Unit - Pension DC Plan								
101-305-31200-718.100	\$	25,592.83	\$	55.69	\$	-	\$	25,648.52
Police - Forensic Science Unit - Workers Comp Insurance								
101-305-31200-719.000	\$	8,796.57	\$	14.90	\$	-	\$	8,811.47
Police - Forensic Science Unit - Insurance Liability								
101-305-31200-910.000	\$	5,572.13	\$	9.75	\$	-	\$	5,581.88
Planning - Salaries								
101-400-40000-706.000	\$	264,848.33	\$	1,356.61	\$	-	\$	266,204.94
Planning - FICA								
101-400-40000-715.000	\$	20,781.32	\$	103.78	\$	-	\$	20,885.10
Planning - Life Insurance								
101-400-40000-717.000	\$	304.86	\$	1.56	\$	-	\$	306.42
Planning - Pension DC Plan								
101-400-40000-718.100	\$	21,185.41	\$	108.53	\$	-	\$	21,293.94

Planning - Workers Comp Insurance								
101-400-40000-719.000	\$	460.74	\$	1.76	\$	-	\$	462.50
Planning - Insurance Liability								
101-400-40000-910.000	\$	3,770.93	\$	18.99	\$	-	\$	3,789.92
Fund Balance/Working Capital (Fund 101)			<u>\$</u>		<u>-</u>		<u>\$ 16,384.98</u>	

Major Streets Fund

Public Works - Street Maintenance - Salaries								
202-441-46300-706.000	\$	333,614.53	\$	567.67	\$	-	\$	334,182.20
Public Works - Street Maintenance - FICA								
202-441-46300-715.000	\$	28,904.99	\$	43.42	\$	-	\$	28,948.41
Public Works - Street Maintenance - Life Insurance								
202-441-46300-717.000	\$	381.16	\$	0.64	\$	-	\$	381.80
Public Works - Street Maintenance - Pension								
202-441-46300-718.000	\$	43,789.85	\$	57.33	\$	-	\$	43,847.18
Public Works - Street Maintenance - Pension DC Plan								
202-441-46300-718.100	\$	15,216.29	\$	38.41	\$	-	\$	15,254.70
Public Works - Street Maintenance - Workers Comp Insurance								
202-441-46300-719.000	\$	17,548.28	\$	29.00	\$	-	\$	17,577.28
Public Works - Street Maintenance - Insurance Liability								
202-441-46300-910.000	\$	4,853.82	\$	7.95	\$	-	\$	4,861.77
Public Works - Traffic Services - Salaries								
202-441-47400-706.000	\$	292,495.37	\$	740.57	\$	-	\$	293,235.94
Public Works - Traffic Services - FICA								
202-441-47400-715.000	\$	25,131.90	\$	56.65	\$	-	\$	25,188.55
Public Works - Traffic Services - Life Insurance								
202-441-47400-717.000	\$	335.87	\$	0.85	\$	-	\$	336.72
Public Works - Traffic Services - Pension								
202-441-47400-718.000	\$	42,351.59	\$	135.46	\$	-	\$	42,487.05
Public Works - Traffic Services - Pension DC Plan								
202-441-47400-718.100	\$	12,663.69	\$	3.50	\$	-	\$	12,667.19
Public Works - Traffic Services - Workers Comp Insurance								
202-441-47400-719.000	\$	16,126.20	\$	37.85	\$	-	\$	16,164.05
Public Works - Traffic Services - Insurance Liability								
202-441-47400-910.000	\$	5,638.94	\$	10.37	\$	-	\$	5,649.31
Public Works - Winter Maintenance - Salaries								
202-441-47800-706.000	\$	85,001.00	\$	131.39	\$	-	\$	85,132.39
Public Works - Winter Maintenance - FICA								
202-441-47800-715.000	\$	10,457.00	\$	10.05	\$	-	\$	10,467.05
Public Works - Winter Maintenance - Life Insurance								
202-441-47800-717.000	\$	98.00	\$	0.15	\$	-	\$	98.15
Public Works - Winter Maintenance - Pension								
202-441-47800-718.000	\$	20,430.00	\$	19.71	\$	-	\$	20,449.71
Public Works - Winter Maintenance - Pension DC Plan								
202-441-47800-718.100	\$	3,200.00	\$	3.50	\$	-	\$	3,203.50

Public Works - Winter Maintenance - Workers Comp Insurance							
202-441-47800-719.000	\$	6,124.00	\$	6.72	\$	-	\$ 6,130.72
Public Works - Winter Maintenance - Insurance Liability							
202-441-47800-910.000	\$	1,206.00	\$	1.84	\$	-	\$ 1,207.84
Fund Balance/Working Capital (Fund 202)				\$	-	\$	<u>1,903.03</u>

Local Streets Fund

Public Works - Street Maintenance - Salaries							
203-441-46300-706.000	\$	217,671.81	\$	131.39	\$	-	\$ 217,803.20
Public Works - Street Maintenance - FICA							
203-441-46300-715.000	\$	18,534.32	\$	10.05	\$	-	\$ 18,544.37
Public Works - Street Maintenance - Life Insurance							
203-441-46300-717.000	\$	251.07	\$	0.15	\$	-	\$ 251.22
Public Works - Street Maintenance - Pension							
203-441-46300-718.000	\$	32,285.68	\$	19.71	\$	-	\$ 32,305.39
Public Works - Street Maintenance - Pension DC Plan							
203-441-46300-718.100	\$	9,147.41	\$	3.50	\$	-	\$ 9,150.91
Public Works - Street Maintenance - Workers Comp Insurance							
203-441-46300-719.000	\$	12,009.48	\$	6.72	\$	-	\$ 12,016.20
Public Works - Street Maintenance - Insurance Liability							
203-441-46300-910.000	\$	3,150.39	\$	1.84	\$	-	\$ 3,152.23
Public Works - Traffic Services - Salaries							
203-441-47400-706.000	\$	135,811.15	\$	511.90	\$	-	\$ 136,323.05
Public Works - Traffic Services - FICA							
203-441-47400-715.000	\$	11,421.05	\$	39.16	\$	-	\$ 11,460.21
Public Works - Traffic Services - Life Insurance							
203-441-47400-717.000	\$	155.93	\$	0.59	\$	-	\$ 156.52
Public Works - Traffic Services - Pension							
203-441-47400-718.000	\$	20,916.39	\$	92.01	\$	-	\$ 21,008.40
Public Works - Traffic Services - Pension DC Plan							
203-441-47400-718.100	\$	3,844.48	\$	3.50	\$	-	\$ 3,847.98
Public Works - Traffic Services - Workers Comp Insurance							
203-441-47400-719.000	\$	7,537.45	\$	26.16	\$	-	\$ 7,563.61
Public Works - Traffic Services - Insurance Liability							
203-441-47400-910.000	\$	2,034.36	\$	7.17	\$	-	\$ 2,041.53
Public Works - Winter Maintenance - Salaries							
203-441-47800-706.000	\$	75,001.00	\$	131.39	\$	-	\$ 75,132.39
Public Works - Winter Maintenance - FICA							
203-441-47800-715.000	\$	9,424.00	\$	10.05	\$	-	\$ 9,434.05
Public Works - Winter Maintenance - Life Insurance							
203-441-47800-717.000	\$	87.00	\$	0.15	\$	-	\$ 87.15
Public Works - Winter Maintenance - Pension							
203-441-47800-718.000	\$	18,980.00	\$	19.71	\$	-	\$ 18,999.71
Public Works - Winter Maintenance - Pension DC Plan							
203-441-47800-718.100	\$	2,500.00	\$	3.50	\$	-	\$ 2,503.50

Public Works - Winter Maintenance - Workers Comp Insurance							
203-441-47800-719.000	\$	5,520.00	\$	6.72	\$	-	\$ 5,526.72
Public Works - Winter Maintenance - Insurance Liability							
203-441-47800-910.000	\$	1,087.00	\$	1.84	\$	-	\$ 1,088.84
Fund Balance/Working Capital (Fund 203)	\$	-	\$	1,027.21			
<u>Parks and Recreation Fund</u>							
Parks and Rec Facilities - Salaries							
208-752-75600-706.000	\$	560,241.73	\$	714.28	\$	-	\$ 560,956.01
Parks and Rec Facilities - FICA							
208-752-75600-715.000	\$	62,659.58	\$	54.64	\$	-	\$ 62,714.22
Parks and Rec Facilities - Life Insurance							
208-752-75600-717.000	\$	641.32	\$	0.82	\$	-	\$ 642.14
Parks and Rec Facilities - Pension							
208-752-75600-718.000	\$	69,043.14	\$	135.71	\$	-	\$ 69,178.85
Parks and Rec Facilities - Workers Comp Insurance							
208-752-75600-719.000	\$	23,368.43	\$	20.71	\$	-	\$ 23,389.14
Parks and Rec Facilities - Insurance Liability							
208-752-75600-910.000	\$	10,728.97	\$	10.00	\$	-	\$ 10,738.97
Parks and Rec Senior Center - Salaries							
208-752-75800-706.000	\$	150,645.84	\$	627.12	\$	-	\$ 151,272.96
Parks and Rec Senior Center - FICA							
208-752-75800-715.000	\$	15,141.03	\$	47.97	\$	-	\$ 15,189.00
Parks and Rec Senior Center - Life Insurance							
208-752-75800-717.000	\$	174.13	\$	0.72	\$	-	\$ 174.85
Parks and Rec Senior Center - Pension							
208-752-75800-718.000	\$	10,540.66	\$	43.90	\$	-	\$ 10,584.56
Parks and Rec Senior Center - Pension DC Plan							
208-752-75800-718.100	\$	12,048.47	\$	50.17	\$	-	\$ 12,098.64
Parks and Rec Senior Center - Workers Comp Insurance							
208-752-75800-719.000	\$	3,530.28	\$	18.19	\$	-	\$ 3,548.47
Parks and Rec Senior Center - Insurance Liability							
208-752-75800-910.000	\$	2,748.73	\$	8.78	\$	-	\$ 2,757.51
Parks and Rec - Recreation - Salaries							
208-752-76100-706.000	\$	214,518.00	\$	1,725.55	\$	-	\$ 216,243.55
Parks and Rec - Recreation - FICA							
208-752-76100-715.000	\$	21,471.00	\$	132.01	\$	-	\$ 21,603.01
Parks and Rec - Recreation - Life Insurance							
208-752-76100-717.000	\$	241.00	\$	1.98	\$	-	\$ 242.98
Parks and Rec - Recreation - Pension							
208-752-76100-718.000	\$	15,002.00	\$	120.79	\$	-	\$ 15,122.79
Parks and Rec - Recreation - Pension DC Plan							
208-752-76100-718.100	\$	16,740.00	\$	138.05	\$	-	\$ 16,878.05
Parks and Rec - Recreation - Workers Comp Insurance							
208-752-76100-719.000	\$	8,140.00	\$	50.04	\$	-	\$ 8,190.04

Parks and Rec - Recreation - Insurance Liability							
208-752-76100-910.000	\$	3,823.00	\$	24.15	\$	-	\$ 3,847.15
21st Century Cohort K - Salaries							
208-752-76112-706.000	\$	45,345.26	\$	234.32	\$	-	\$ 45,579.58
21st Century Cohort K - FICA							
208-752-76112-715.000	\$	35,499.22	\$	17.93	\$	-	\$ 35,517.15
21st Century Cohort K - Life Insurance							
208-752-76112-717.000	\$	51.29	\$	0.27	\$	-	\$ 51.56
21st Century Cohort K - Pension							
208-752-76112-718.000	\$	13,577.59	\$	16.40	\$	-	\$ 13,593.99
21st Century Cohort K - Pension DC Plan							
208-752-76112-718.100	\$	3,628.10	\$	18.75	\$	-	\$ 3,646.85
21st Century Cohort K - Workers Comp Insurance							
208-752-76112-719.000	\$	13,232.33	\$	6.80	\$	-	\$ 13,239.13
21st Century Cohort K - Insurance Liability							
208-752-76112-910.000	\$	7,262.52	\$	3.28	\$	-	\$ 7,265.80
21st Century Cohort L-1 - Salaries							
208-752-76113-706.000	\$	45,295.26	\$	234.32	\$	-	\$ 45,529.58
21st Century Cohort L-1 - FICA							
208-752-76113-715.000	\$	37,564.22	\$	17.93	\$	-	\$ 37,582.15
21st Century Cohort L-1 - Life Insurance							
208-752-76113-717.000	\$	52.29	\$	0.27	\$	-	\$ 52.56
21st Century Cohort L-1 - Pension							
208-752-76113-718.000	\$	13,577.59	\$	16.40	\$	-	\$ 13,593.99
21st Century Cohort L-1 - Pension DC Plan							
208-752-76113-718.100	\$	3,628.10	\$	18.75	\$	-	\$ 3,646.85
21st Century Cohort L-1 - Workers Comp Insurance							
208-752-76113-719.000	\$	14,043.33	\$	6.80	\$	-	\$ 14,050.13
21st Century Cohort L-1 - Insurance Liability							
208-752-76113-910.000	\$	7,840.52	\$	3.28	\$	-	\$ 7,843.80
21st Century Cohort L-2 - Salaries							
208-752-76114-706.000	\$	17,274.72	\$	89.26	\$	-	\$ 17,363.98
21st Century Cohort L-2 - FICA							
208-752-76114-715.000	\$	15,059.32	\$	6.83	\$	-	\$ 15,066.15
21st Century Cohort L-2 - Life Insurance							
208-752-76114-717.000	\$	20.11	\$	0.10	\$	-	\$ 20.21
21st Century Cohort L-2 - Pension							
208-752-76114-718.000	\$	5,172.70	\$	6.25	\$	-	\$ 5,178.95
21st Century Cohort L-2 - Pension DC Plan							
208-752-76114-718.100	\$	1,381.66	\$	7.14	\$	-	\$ 1,388.80
21st Century Cohort L-2 - Workers Comp Insurance							
208-752-76114-719.000	\$	5,638.12	\$	2.59	\$	-	\$ 5,640.71
21st Century Cohort L-2 - Insurance Liability							
208-752-76114-910.000	\$	3,134.34	\$	1.25	\$	-	\$ 3,135.59

Fund Balance/Working Capital (Fund 208)				\$		4,634.50
<u>Solid Waste Disposal Fund</u>						
Public Works - Yard Waste Disposal - Salaries						
230-441-44300-706.000	\$	135,116.35	\$	296.65	\$	-
					\$	135,413.00
Public Works - Yard Waste Disposal - FICA						
230-441-44300-715.000	\$	15,922.82	\$	22.69	\$	-
					\$	15,945.51
Public Works - Yard Waste Disposal - Life Insurance						
230-441-44300-717.000	\$	154.13	\$	0.34	\$	-
					\$	154.47
Public Works - Yard Waste Disposal - Pension						
230-441-44300-718.000	\$	24,366.43	\$	32.74	\$	-
					\$	24,399.17
Public Works - Yard Waste Disposal - Pension DC Plan						
230-441-44300-718.100	\$	4,006.56	\$	16.72	\$	-
					\$	4,023.28
Public Works - Yard Waste Disposal - Workers Comp Insurance						
230-441-44300-719.000	\$	9,595.15	\$	15.16	\$	-
					\$	9,610.31
Public Works - Yard Waste Disposal - Insurance Liability						
230-441-44300-910.000	\$	2,445.61	\$	4.16	\$	-
					\$	2,449.77
Fund Balance/Working Capital (Fund 230)	\$		\$	-	\$	388.46
<u>Capital Improvement Fund</u>						
Public Works - Administration - Salaries						
400-441-17500-706.000	\$	411,819.08	\$	1,921.51	\$	-
					\$	413,740.59
Public Works - Administration - FICA						
400-441-17500-715.000	\$	37,702.52	\$	146.99	\$	-
					\$	37,849.51
Public Works - Administration - Life Insurance						
400-441-17500-717.000	\$	468.40	\$	2.21	\$	-
					\$	470.61
Public Works - Administration - Pension						
400-441-17500-718.000	\$	61,266.63	\$	233.68	\$	-
					\$	61,500.31
Public Works - Administration - Pension DC Plan						
400-441-17500-718.100	\$	21,868.78	\$	108.17	\$	-
					\$	21,976.95
Public Works - Administration - Workers Comp Insurance						
400-441-17500-719.000	\$	23,238.97	\$	98.19	\$	-
					\$	23,337.16
Public Works - Administration - Insurance Liability						
400-441-17500-910.000	\$	6,038.51	\$	26.90	\$	-
					\$	6,065.41
Fund Balance/Working Capital (Fund 400)	\$		\$	-	\$	2,537.65
<u>Library Maintenance and Capital Fund</u>						
Facilities - Facilities Maintenance - Salaries						
401-267-26700-706.000	\$	53,019.63	\$	144.82	\$	-
					\$	53,164.45
Facilities - Facilities Maintenance - FICA						
401-267-26700-715.000	\$	4,655.48	\$	11.08	\$	-
					\$	4,666.56
Facilities - Facilities Maintenance - Life Insurance						
401-267-26700-717.000	\$	62.50	\$	0.17	\$	-
					\$	62.67
Facilities - Facilities Maintenance - Pension						
401-267-26700-718.000	\$	10,351.00	\$	27.52	\$	-
					\$	10,378.52
Facilities - Facilities Maintenance - Workers Comp Insurance						

401-267-26700-719.000	\$	1,836.92	\$	4.66	\$	-	\$	1,841.58
Facilities - Facilities Maintenance - Insurance Liability								
401-267-26700-910.000	\$	808.13	\$	2.03	\$	-	\$	810.16
Fund Balance/Working Capital (Fund 401)			<u>\$</u>		<u>-</u>		<u>\$ 190.28</u>	

Sewer Fund

Public Works - Transmission - Salaries								
590-441-54200-706.000	\$	464,694.83	\$	1,047.87	\$	-	\$	465,742.70
Public Works - Transmission - FICA								
590-441-54200-715.000	\$	41,473.63	\$	80.17	\$	-	\$	41,553.80
Public Works - Transmission - Life Insurance								
590-441-54200-717.000	\$	524.40	\$	1.20	\$	-	\$	525.60
Public Works - Transmission - Pension								
590-441-54200-718.000	\$	61,626.36	\$	133.13	\$	-	\$	61,759.49
Public Works - Transmission - Pension DC Plan								
590-441-54200-718.100	\$	22,796.74	\$	48.01	\$	-	\$	22,844.75
Public Works - Transmission - Workers Comp Insurance								
590-441-54200-719.000	\$	25,414.49	\$	53.54	\$	-	\$	25,468.03
Public Works - Transmission - Insurance Liability								
590-441-54200-910.000	\$	6,810.94	\$	14.66	\$	-	\$	6,825.60
Wastewater Utility - Treatment - Salaries								
590-590-54300-706.000	\$	1,352,145.84	\$	3,192.10	\$	-	\$	1,355,337.94
Wastewater Utility - Treatment - FICA								
590-590-54300-715.000	\$	114,844.75	\$	244.19	\$	-	\$	115,088.94
Wastewater Utility - Treatment - Life Insurance								
590-590-54300-717.000	\$	1,539.77	\$	3.67	\$	-	\$	1,543.44
Wastewater Utility - Treatment - Pension								
590-590-54300-718.000	\$	73,034.00	\$	40.36	\$	-	\$	73,074.36
Wastewater Utility - Treatment - Pension DC Plan								
590-590-54300-718.100	\$	87,538.17	\$	189.46	\$	-	\$	87,727.63
Wastewater Utility - Treatment - Workers Comp Insurance								
590-590-54300-719.000	\$	25,799.17	\$	55.30	\$	-	\$	25,854.47
Wastewater Utility - Treatment - Insurance Liability								
590-590-54300-910.000	\$	19,152.51	\$	44.69	\$	-	\$	19,197.20
Wastewater Utility - Treatment Lab Services - Salaries								
590-590-54310-706.000	\$	327,427.49	\$	514.41	\$	-	\$	327,941.90
Wastewater Utility - Treatment Lab Services - FICA								
590-590-54310-715.000	\$	26,719.29	\$	39.35	\$	-	\$	26,758.64
Wastewater Utility - Treatment Lab Services - Life Insurance								
590-590-54310-717.000	\$	377.72	\$	0.59	\$	-	\$	378.31
Wastewater Utility - Treatment Lab Services - Pension DC Plan								
590-590-54310-718.100	\$	20,139.87	\$	41.15	\$	-	\$	20,181.02
Wastewater Utility - Treatment Lab Services - Workers Comp Insurance								
590-590-54310-719.000	\$	5,646.10	\$	9.77	\$	-	\$	5,655.87
Wastewater Utility - Treatment Lab Services - Insurance Liability								

590-590-54310-910.000	\$	4,585.25	\$	7.20	\$	-	\$	4,592.45
Wastewater Utility - Industrial Pretreatment - Salaries								
590-590-54700-706.000	\$	370,945.77	\$	759.33	\$	-	\$	371,705.10
Wastewater Utility - Industrial Pretreatment - FICA								
590-590-54700-715.000	\$	29,940.37	\$	58.09	\$	-	\$	29,998.46
Wastewater Utility - Industrial Pretreatment - Life Insurance								
590-590-54700-717.000	\$	422.70	\$	0.87	\$	-	\$	423.57
Wastewater Utility - Industrial Pretreatment - Pension DC Plan								
590-590-54700-718.100	\$	24,086.63	\$	60.75	\$	-	\$	24,147.38
Wastewater Utility - Industrial Pretreatment - Workers Comp Insurance								
590-590-54700-719.000	\$	6,591.82	\$	11.77	\$	-	\$	6,603.59
Wastewater Utility - Industrial Pretreatment - Insurance Liability								
590-590-54700-910.000	\$	5,137.83	\$	10.63	\$	-	\$	5,148.46
Fund Balance/Working Capital (Fund 590)			<u>\$</u>		<u>-</u>		<u>\$</u> 6,662.26	

Water Fund

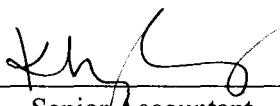
Public Works - T and D Mains - Salaries								
591-441-56200-706.000	\$	449,767.50	\$	892.13	\$	-	\$	450,659.63
Public Works - T and D Mains - FICA								
591-441-56200-715.000	\$	41,578.26	\$	68.25	\$	-	\$	41,646.51
Public Works - T and D Mains - Life Insurance								
591-441-56200-717.000	\$	512.48	\$	1.02	\$	-	\$	513.50
Public Works - T and D Mains - Pension								
591-441-56200-718.000	\$	65,085.65	\$	106.16	\$	-	\$	65,191.81
Public Works - T and D Mains - Pension DC Plan								
591-441-56200-718.100	\$	20,310.60	\$	46.06	\$	-	\$	20,356.66
Public Works - T and D Mains - Workers Comp Insurance								
591-441-56200-719.000	\$	25,198.13	\$	45.59	\$	-	\$	25,243.72
Public Works - T and D Mains - Insurance Liability								
591-441-56200-910.000	\$	6,630.98	\$	12.49	\$	-	\$	6,643.47
Public Works - T and D Services - Salaries								
591-441-56700-706.000	\$	415,750.45	\$	613.16	\$	-	\$	416,363.61
Public Works - T and D Services - FICA								
591-441-56700-715.000	\$	40,130.91	\$	46.90	\$	-	\$	40,177.81
Public Works - T and D Services - Life Insurance								
591-441-56700-717.000	\$	474.31	\$	0.70	\$	-	\$	475.01
Public Works - T and D Services - Pension								
591-441-56700-718.000	\$	75,956.42	\$	95.48	\$	-	\$	76,051.90
Public Works - T and D Services - Pension DC Plan								
591-441-56700-718.100	\$	11,229.44	\$	14.02	\$	-	\$	11,243.46
Public Works - T and D Services - Workers Comp Insurance								
591-441-56700-719.000	\$	25,405.65	\$	31.33	\$	-	\$	25,436.98
Public Works - T and D Services - Insurance Liability								
591-441-56700-910.000	\$	6,138.51	\$	8.58	\$	-	\$	6,147.09

Water Utility - Treatment - Salaries						
591-591-55300-706.000	\$ 1,347,055.31	\$	2,723.13	\$	-	\$ 1,349,778.44
Water Utility - Treatment - FICA						
591-591-55300-715.000	\$ 113,875.96	\$	208.32	\$	-	\$ 114,084.28
Water Utility - Treatment - Life Insurance						
591-591-55300-717.000	\$ 1,524.73	\$	3.13	\$	-	\$ 1,527.86
Water Utility - Treatment - Pension						
591-591-55300-718.000	\$ 70,087.00	\$	40.36	\$	-	\$ 70,127.36
Water Utility - Treatment - Pension DC Plan						
591-591-55300-718.100	\$ 95,704.34	\$	156.47	\$	-	\$ 95,860.81
Water Utility - Treatment - Workers Comp Insurance						
591-591-55300-719.000	\$ 30,891.18	\$	61.71	\$	-	\$ 30,952.89
Water Utility - Treatment - Insurance Liability						
591-591-55300-910.000	\$ 19,193.41	\$	38.12	\$	-	\$ 19,231.53
Water Utility - Treatment Lab Services - Salaries						
591-591-55310-706.000	\$ 275,797.82	\$	514.41	\$	-	\$ 276,312.23
Water Utility - Treatment Lab Services - FICA						
591-591-55310-715.000	\$ 21,534.97	\$	39.35	\$	-	\$ 21,574.32
Water Utility - Treatment Lab Services - Life Insurance						
591-591-55310-717.000	\$ 313.98	\$	0.59	\$	-	\$ 314.57
Water Utility - Treatment Lab Services - Pension DC Plan						
591-591-55310-718.100	\$ 10,561.05	\$	41.15	\$	-	\$ 10,602.20
Water Utility - Treatment Lab Services - Workers Comp Insurance						
591-591-55310-719.000	\$ 5,423.17	\$	9.77	\$	-	\$ 5,432.94
Water Utility - Treatment Lab Services - Insurance Liability						
591-591-55310-910.000	\$ 3,818.23	\$	7.20	\$	-	\$ 3,825.43
Water Utility - T and D Meters - Salaries						
591-591-56500-706.000	\$ 196,320.21	\$	218.99	\$	-	\$ 196,539.20
Water Utility - T and D Meters - FICA						
591-591-56500-715.000	\$ 17,338.00	\$	16.75	\$	-	\$ 17,354.75
Water Utility - T and D Meters - Life Insurance						
591-591-56500-717.000	\$ 223.52	\$	0.25	\$	-	\$ 223.77
Water Utility - T and D Meters - Pension						
591-591-56500-718.000	\$ 46,124.37	\$	41.61	\$	-	\$ 46,165.98
Water Utility - T and D Meters - Workers Comp Insurance						
591-591-56500-719.000	\$ 11,039.98	\$	11.19	\$	-	\$ 11,051.17
Water Utility - T and D Meters - Insurance Liability						
591-591-56500-910.000	\$ 2,713.48	\$	3.07	\$	-	\$ 2,716.55
Water Utility - Customer Accounting - Salaries						
591-591-56900-706.000	\$ 240,815.00	\$	892.00	\$	-	\$ 241,707.00
Water Utility - Customer Accounting - FICA						
591-591-56900-715.000	\$ 18,716.09	\$	68.24	\$	-	\$ 18,784.33
Water Utility - Customer Accounting - Life Insurance						
591-591-56900-717.000	\$ 273.26	\$	1.03	\$	-	\$ 274.29
Water Utility - Customer Accounting - Workers Comp Insurance						
591-591-56900-719.000	\$ 509.55	\$	1.16	\$	-	\$ 510.71

Water Utility - Customer Accounting - Insurance Liability								
591-591-56900-910.000	\$	3,324.47	\$	12.48	\$	-	\$	3,336.95
Fund Balance/Working Capital (Fund 591)								
		\$			\$			7,092.35

Motor Pool Fund

Public Works - Equipment Operations - Salaries								
661-441-58200-706.000	\$	346,556.78	\$	878.97	\$	-	\$	347,435.75
Public Works - Equipment Operations - FICA								
661-441-58200-715.000	\$	28,562.14	\$	67.24	\$	-	\$	28,629.38
Public Works - Equipment Operations - Life Insurance								
661-441-58200-717.000	\$	397.96	\$	1.02	\$	-	\$	398.98
Public Works - Equipment Operations - Pension								
661-441-58200-718.000	\$	19,403.74	\$	13.97	\$	-	\$	19,417.71
Public Works - Equipment Operations - Pension DC Plan								
661-441-58200-718.100	\$	27,093.98	\$	70.32	\$	-	\$	27,164.30
Public Works - Equipment Operations - Workers Comp Insurance								
661-441-58200-719.000	\$	9,495.73	\$	26.42	\$	-	\$	9,522.15
Public Works - Equipment Operations - Insurance Liability								
661-441-58200-910.000	\$	5,106.37	\$	12.30	\$	-	\$	5,118.67
Public Works - Building - Salaries								
661-441-58300-706.000	\$	79,775.26	\$	160.91	\$	-	\$	79,936.17
Public Works - Building - FICA								
661-441-58300-715.000	\$	7,523.75	\$	12.31	\$	-	\$	7,536.06
Public Works - Building - Life Insurance								
661-441-58300-717.000	\$	91.73	\$	0.19	\$	-	\$	91.92
Public Works - Building - Pension								
661-441-58300-718.000	\$	7,386.00	\$	30.57	\$	-	\$	7,416.57
Public Works - Building - Workers Comp Insurance								
661-441-58300-719.000	\$	3,064.54	\$	5.18	\$	-	\$	3,069.72
Public Works - Building - Insurance Liability								
661-441-58300-910.000	\$	1,196.92	\$	2.25	\$	-	\$	1,199.17
Fund Balance/Working Capital (Fund 661)								
		\$			\$			1,281.65

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE CONFORMING AMENDMENTS TO ALL
EMPLOYMENT AGREEMENTS WITH CITY CONTRACT EMPLOYEES

WHEREAS:

1. Recent employment agreements and an employment agreement amendment approved by the City Council have included provisions not currently included in other employment agreements.
2. There are advantages if all city employment agreements have similar provisions.
3. The City Council deems it advantageous to provide some benefit assurances to long-term city contract employees.
4. The provisions this resolution authorize and direct to be added as amendments to current employment agreements memorialize existing city practices, provide for organizational flexibility by allowing for title and department changes without contract amendments, and/or provide measures intended to assure experienced employees.

NOW, THEREFORE, BE IT RESOLVED:

1. The human resources staff and city attorney are authorized and directed to prepare amendments to all employment agreements with the city's contract employees to add the following provisions:
 - A. INDEMNIFICATION. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or any legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as [INSERT POSITION TITLE].
 - B. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as [INSERT POSITION TITLE].
2. The human resources staff and city attorney are authorized and directed to include in the amendments to all contracts with city contract employees except those of the city attorney and city clerk (whose titles and departments assignments cannot be altered) the following provision.

CHANGE IN TITLE OR DEPARTMENT. Employee's departmental assignment and position title may change in the discretion of the City Manager.
3. The human resources staff and city attorney prepare are authorized and directed to include in the amendments to the employment agreements of city officers and department heads who have service dates as city employees to be covered under Schedule G of the city's Defined Benefit Plan a provision providing that, if the employee's city employment in the position stated in the employee's employment contract is terminated by the city before the employee reaches the age of 55 and that termination is not for a cause as specified in that employment agreement, the city will take all needed actions to ensure the employee will receive the same benefits under the Defined Benefit Plan as if the employee was 55 or older (but without additional years of service) on the date the employee's city employment ended.
4. The City Manager is authorized and directed to sign those amendments on behalf of the city.
5. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

02/06/2023
CMO/JM

RESOLUTION NO. _____

RESOLUTION TO ADOPT THE STRATEGY MAP DEVELOPED
AT THE DECEMBER 2022 CITY COUNCIL RETREAT

WHEREAS:

1. Strategic planning is hallmark of good governance.
2. At the December 2022 City Council Retreat, City Council developed a strategic planning framework known as a Strategy Map.
3. The Strategy Map contains guidance on prioritization of projects and initiatives for future consideration by City Council.
4. It is recommended that City Council adopt the Strategy Map.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council does hereby adopt the attached Strategy Map for use by City staff in crafting policy and City Council in guiding decision-making.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Strategy Map

Resolution No. _____

COMMUNITY

BRANDING & IDENTITY

PLACEMAKING

- *Site 36*
- *City Center*
- *Division Ave Transit Oriented Development Plan (5)*
- *Reactivate DDA (5)*
- *Public Attractions / Destinations (5)*
- *Burton Street (4)*
- *Public Art (3)*

REBRANDING

- *Brand Approval*
- *Brand Implementation*
- *Ongoing Investment*
- *Promote Brand Through Local Business (3)*
- *Why Wyoming Value Proposition (5)*

COMMUNITY ENGAGEMENT

DIVERSITY, EQUITY & INCLUSION

- *DEI Task Force Recommendations*
- *School Service Days w/ Staff (5)*
- *Youth Focus (4)*
- *Partnerships with Churches (4)*

COMMUNITY FOCUSED EVENTS

- *Special Events Ordinance*
- *Food Truck Ordinance*
- *Event Partnerships*
- *Support Brand with Events (5)*
- *Celebrate Wyoming/Community Event (5)*
- *Cultural Events (3)*
- *Expand Volunteer Network (3)*

COMMUNITY SPACES

- *Parks Asset Management Plan*
- *Senior Center*
- *Outdoor Space for Performances (6)*
- *Community Center (4)*

LAND USE & DEVELOPMENT

MAJOR DEVELOPMENT

- *Infill & Redevelopment*
- *Development in the Panhandle*
- *Corridor Revitalization & Transit-Oriented Development*
- *Roger's Department Store (5)*
- *Roger's Plaza (5)*

POLICY DEVELOPMENT

- *PILOT Policy*
- *Church Property Retrofit*
- *Duplexes in R2*
- *Accessory Dwelling Units*
- *Sustainable Economic Development (5)*

SAFETY

COMMUNITY AESTHETICS

BUILT ENVIRONMENT

- *Proactive Enforcement Along Commercial Corridors*
- *Bury Powerlines along major corridors (5)*

CDBG

- *Refocus Under New Leadership*

SAFE INFRASTRUCTURE

INFORMATION TECHNOLOGY

- *Continued Cybersecurity Diligence*
- *Investments in Upgrades*
- *App for Residents (6)*
- *Digital Self-service in Multiple Languages (6)*
- *Clean & Drinking Water Plants (3)*

PUBLIC SAFETY FUNDING

MILLAGE

- *2023 Millage Communications Campaign*
- *Fundraise for Specific Purposes (4)*
- *Consolidate Some Millages (3)*

COMMUNITY WELLBEING

CRIME PREVENTION

- *2023 Millage Communications Campaign*
- *Increase Drug Enforcement (3)*

FIRE SERVICES

- *2023 Millage Communications Campaign*

OPIOIDS & MENTAL HEALTH

- *Opioid Settlement*
- *Behavioral Health Crisis Center*
- *Partnerships w/ Network 180 & Others (5)*

AFFORDABLE HOUSING & HOMELESSNESS

- *Transitional Housing*
- *Retrofit of Churches*
- *Partnerships (5)*
- *Reuse of Buildings & Tiny Homes (5)*
- *Accessory Dwelling Units (4)*
- *CDBG (4)*

STEWARDSHIP

SUSTAINABLE FUNDING

FINANCIAL PRACTICES

- *May 2023 Millage Election*
- *Permanent Funding for Police, Fire, and Parks Capital*
- *Utility Rate Increases*
- *Increase Efficiency & Productivity (4)*

RESILIENT INFRASTRUCTURE

PUBLIC WORKS

- *3rd Transmission Main*
- *2nd Lake Michigan Intake*
- *Aeration Improvements*
- *Space Needs Study*
- *Annual Preventative Maintenance & Asset Management (4)*

BUILD & MAINTAIN RELATIONSHIPS

INTER-GOVERNMENTAL

- *New State & Federal Representation*
- *State Police/Fire Funding (5)*
- *Court Financing Reform (5)*
- *Kent County Jail Fees (3)*

EFFECTIVE WORKFORCE

RECRUITMENT & RETENTION

- *Union Negotiations*
- *City Manager Recruitment*
- *Community & School Outreach*
- *Competitive Compensation through Increases to Pay & Benefits (6)*
- *Referral Bonuses (4)*
- *Mentorship Program (4)*
- *Hiring Bonuses (3)*

DEVELOPMENT & SUCCESSION

- *Stay Interviews*
- *Continued Investment in People*
- *Succession Planning & Growing Talent from Within (4)*
- *Provide Growth Opportunities (4)*
- *Sustainable Staffing (4)*

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE POLLING PLACE FOR PRECINCT 10
IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires the legislative body of each city to designate and prescribe the place or places of holding an election in the city.
2. The current polling location for Precinct 10 is Ebenezer Church of the Nazarene.
3. This facility changed ownership in 2022 and a new location is desired.
4. The City Clerk recommends that Precinct 10 be relocated to Together Church, located at 2950 Clyde Park Avenue SW, as this building meets ownership and accessibility standards and is of a suitable size and location to serve the voters of Precinct 10.
5. Together Church currently serves as a polling location for Precinct 11 and can accommodate voters from both precincts.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location for Precinct 10 shall be established at Together Church, 2950 Clyde Park Avenue SW.
2. The polling location for Precinct 10 shall be effective for the May 2, 2023 election and thereafter, unless changed by a future resolution of the City Council.
3. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with State law, all affected voters of the new precincts and polling locations established.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY CLERK
TO SIGN POLLING LOCATION AGREEMENTS

WHEREAS:

1. To conduct elections as required by the Michigan Election Law, 1954 PA 116 168.1 *et seq.*, the city clerk must secure polling locations for each city precinct.
2. Arrangements with owners of polling locations have been cooperative, informal, and unwritten.
3. Written polling location agreements can ensure that the city clerk and polling location owners have the same understanding of their respective responsibilities and minimize surprises on election days.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location agreement is approved in substantially the form attached as Exhibit A, subject to such changes as the city clerk and city attorney determine are appropriate to address particular polling location issues.
2. The city clerk is authorized and directed to sign the polling location agreements on the city's behalf and city staff is authorized and directed to take all actions needed to implement those agreements, including, without limitation, paying the fees provided in those agreements.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit A – Polling Location Agreement

Resolution No. _____

STAFF REPORT

Date: February 1, 2023
Subject: Polling Location Agreements
From: Kelli A. VandenBerg, City Clerk
Date: February 6, 2023 Regular Session

RECOMMENDATION:

It is recommended the City Council authorize the City Clerk to sign polling location agreements.

COMMUNITY, SAFETY, STEWARDSHIP:

Written agreements regarding the use of facilities as polling locations on election days ensure city personnel and facility representatives have a clear understanding of their roles, responsibilities, and expectations to support and maintain election operations. Furthermore, these agreements minimize potential interruptions or changes that could affect voters on election day.

DISCUSSION:

The City of Wyoming works cooperatively with many facilities throughout the community to host election day operations. This has been happening for many years and without major issues. The ultimate goal in putting these agreements into place is protecting access to polling locations on election day and ensuring all participants understand their roles and responsibilities in protecting that access. Election administrators and facility representatives should take comfort in the protections of a facility use agreement.

BUDGET IMPACT:

There is no cost in implementing polling location agreements.

POLLING LOCATION AGREEMENT

This Polling Location Agreement is made as of _____, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and _____, a _____ of _____, Wyoming, MI 495__ (**Owner**).

RECITALS

A. Owner owns the building and surrounding premises at _____, Wyoming, Michigan (**Owner's Property**).

B. City wishes to use the portion of the building and parts of Owner's Property described on the attached exhibit A as a precinct polling place (the **Polling Location**) for special, primary, and general elections as provided by the Michigan Election Law, 1954 PA 116, MCL 168.1 *et seq.* (the **Election Law**).

C. Currently, the Election Law provides the following dates for elections in Michigan (**Election Dates**), though the parties acknowledge that amendments to the Election Law may change the Election Dates and, if that occurs, the City will reasonably promptly notify Owner in writing of such change(s):

- (i) The first Tuesday after the first Monday in May.
- (ii) The first Tuesday after the first Monday in August.
- (iii) The first Tuesday after the first Monday in November.
- (iv) In each presidential election year when a statewide presidential primary election is held, the second Tuesday in March.

D. Owner's principal contact person is _____, email address _____ and cell number _____, though owner may designate in writing to City, accompanied by email and cell phone information (i) that person's designee or successor, (ii) backup or secondary contact persons to reach if the principal or another designated contact person is unavailable, and/or (iii) additional contact persons for specific purposes such as scheduling, building access, a building maintenance or other issue, etc.

E. Owner is amenable to City's use of the Polling Location in accordance with this agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this agreement, the adequacy of which is acknowledged by each party, the parties agree:

1. Use of Polling Location. City may use the Polling Location from 8:00 a.m. the day before an Election Date until 8:00 p.m. on the day following an Election Date to set-up for, conduct, and clean-up following elections on each Election Date.

A. Owner's contact person and staff of the City Clerk's office shall arrange for access to and security of the Polling Location and City equipment and supplies. Access shall be provided to City poll workers, city, county and state election officials, voters, poll watchers, poll challengers, and others as provided by applicable law and City election policies, procedures, and practices.

B. The Polling Location shall be in a condition complying with and equipped to comply with applicable law and City election policies, procedures, and practices. Toward that end, City's personnel will inspect the Polling Location before each Election Date.

C. City shall conduct each election at the Polling Location and all City's activities at the Polling Location in accordance with applicable law and City election policies, procedures, and practices.

D. City shall inform Owner's contact person about legal requirements related to polling places and elections so that Owner and City may collaborate and cooperate to comply with the requirements of the preceding subsections.

E. City's personnel will collaborate and cooperate with Owner's personnel to:

- 1. Provide items such as tables, chairs, and other items needed for elections.
- 2. Ensure compliance with other Polling Location requirements throughout each Election Date.
- 3. Ensure during each election the security of, access to, and Owner's use of parts of Owner's Property that are not a part of the Polling Location.

4. Insofar as they do not conflict with legal requirements related to polling places and elections, comply with Owner's policies for entry to and occupancy and use of the Polling Location.

5. Ensure information provided to voters, any new or other media, or others that relates to any election, the Polling Location, or occurrences related to any election at the Polling Location are accurate, comply with legal requirements, and do not unduly risk the safety or security of voters, Owner's personnel, City personnel, others patronizing or using Owner's Property, the public, Owner's Property, or City property.

F. On the day after each Election Date, City will return the Polling Location to generally the same condition it was in at 8:00 a.m. on the day before the Election Date unless Owner's contact person accepts a different condition.

2. Payment. City will pay Owner a user fee for the Polling Location of \$_____ for each Election Date that the Polling Location is used. Such payment shall be made in full within 30 days following each Election Date.

3. Risk Allocation.

A. City will hold Owner (for purposes of this section, "Owner" includes Owner's directors, board members, partners, shareholders, officers, employees, members, volunteers and other agents) harmless from, indemnify it for, and defend it against all demands, claims, causes of action, proceedings, judgments, awards or other losses due to any injury or property damage arising from City's occupancy or use of the Polling Location under this agreement unless caused solely by Owner's negligence or wrongdoing. This provision shall survive any termination of this agreement.

B. City represents and warrants that it has insurance coverage and/or loss reserves sufficient to meet its obligations under subsection 3.A and, if requested by Owner, City will provide Owner written documentation of that insurance coverage and/or loss reserves.

4. Term. This agreement shall remain in effect until terminated by either party by at least 180 days' written notice to the other party.

5. General Provisions.

A. Neither party may assign its rights, duties, or obligations under this agreement without the other party's prior written consent. No individuals or entities other than the parties are intended to be beneficiaries of this agreement.

B. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The recitals are an integral part of this agreement.

C. The City Council, by Resolution No. _____, adopted on _____, 2023, authorized the City Clerk to sign this agreement on City's behalf.

Authorized representatives of the parties have signed this agreement as of the date first written above.

City of Wyoming

Owner: _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____, 2023

Date signed: _____, 2023

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT A
Description and/or Depiction of Polling Location

[Note: The description and/or depiction should include all entrances, exits, rooms, hallways, restroom facilities, kitchen or breakroom facilities, parking areas, loading/unloading areas, and other places City may use in conjunction with an election and, if Owners is providing tables, chairs, or other equipment, that should also be described and/or listed.]

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR CUL-DE-SAC SNOW PLOWING
TO JACK’S LAWN SERVICE & SNOWPLOWING, INC. AND PRO-MOW LAWN CARE LLC

WHEREAS:

1. On August 17, 2020, the City Council awarded the three-year bid for cul-de-sac plowing, as referenced with Resolution Number 26754, to Jack’s Lawn Service & Snowplowing for Zones 1 and 3, and Pro-Mow Lawn Care LLC for Zones 2 and 4.
2. Both Jack’s Lawn Service & Snowplowing and Pro-Mow Lawncare have agreed to extending the bid with an increase of 6% for the 2023-2024 season and a 2% increase for both the 2024-2025 and 2025-2026 seasons.
3. The seasonal rate, for up to nine plowing events, is \$128,479.98 for the 2023-2024 season.
4. Sufficient funds have been budgeted in the Local Street Winter Maintenance Account: 203-441-47800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the cul-de-sac snow plowing bid for Zones 1 and 3 to Jack’s Lawn Service & Snowplowing, Inc., and for Zones 2 and 4 to Pro-Mow Lawn Care LLC for the 2023-2024, 2024-2025 and 2025-2026 seasons.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Map

STAFF REPORT

Date: January 25, 2023
Subject: Bid Extension – Cul-De-Sac Snow Plowing
From: Jodie Theis, Public Services Supervisor

Meeting Date: February 6, 2023

RECOMMENDATION:

The Public Works Department recommends that the City Council extends the cul-de-sac snow plowing bid for Zones 1 and 3 to Jack's Lawn Service & Snowplowing, Inc., and for Zones 2 and 4 to Pro-Mow Lawn Care LLC., for the 2023-2024, 2024-2025 and 2025-2026 seasons per the rates shown on the attached bid tabulations.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department provides a cul-de-sac snowplowing service for approximately 490 City owned cul-de-sacs and shovel-sacs within the City. Wyoming will plow approximately 150 of these locations using existing staff and equipment. The remaining 338 cul-de-sacs and shovel-sacs will require an outside contractor to perform snowplowing service. The cul-de-sac snowplowing program ensures that cul-de-sacs are open and passable, providing a safe means for commuting in the winter.

DISCUSSION:

On August 17, 2020, the City Council awarded the three-year bid for cul-de-sac plowing, as referenced with Resolution Number 26754, to Jack's Lawn Service & Snowplowing for Zones 1 and 3, and Pro-Mow Lawn Care LLC for Zones 2 and 4. Both Jack's Lawn Service & Snowplowing and Pro-Mow Lawncare have agreed to extending the bid with an increase of 6% for the 2023-2024 season and a 2% increase for both the 2024-2025 and 2025-2026 seasons.

It is in the best interest of the City to extend this bid because Jack's Lawn Service & Snowplowing and Pro-Mow Lawn Care are the only two companies to have bid on this project since 2016. The percentage increases are less than what we would expect if sent out for bid. They are familiar with the areas that they work in and very few complaints have been made for their work. The Public Works Department has reached out to other companies, and no other company has expressed interest in this work at this time.

The seasonal rate for up to nine plowing events is \$128,479.98 for the 2023-2024 season with a per-event cost if more than nine plowing events are needed.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Local Street Winter Maintenance Account: 203-441-47800-930.000.

ATTACHMENTS:

Extension Tabulations From Jack's Lawn Service & Snowplowing and Pro-Mow Lawn Care

Cul-De-Sac Plowing Project Map



JACK'S
LAWN SERVICE
AND
SNOWPLOWING INC

City of Wyoming Culdesac snowplowing bid (2023-2026)

Seasonal Rate for up to (9) Plowing Events

2023-24	Zone 1	\$32,190.00
	Zone 2	
	Zone 3	\$31,807.00
	Zone 4	
2024-25	Zone 1	\$32,834.00
	Zone 2	
	Zone 3	\$32,443.00
	Zone 4	
2025-26	Zone 1	\$33,490.00
	Zone 2	
	Zone 3	\$33,082.00
	Zone 4	

Cost for each plowing event required after 9 plowing events

2023-24	Zone 1	\$3,576.00
	Zone 2	
	Zone 3	\$3,534.00
	Zone 4	
2024-25	Zone 1	\$3,648.00
	Zone 2	
	Zone 3	\$3,604.00
	Zone 4	
2025-26	Zone 1	\$3,721.00
	Zone 2	
	Zone 3	\$3,676.00
	Zone 4	

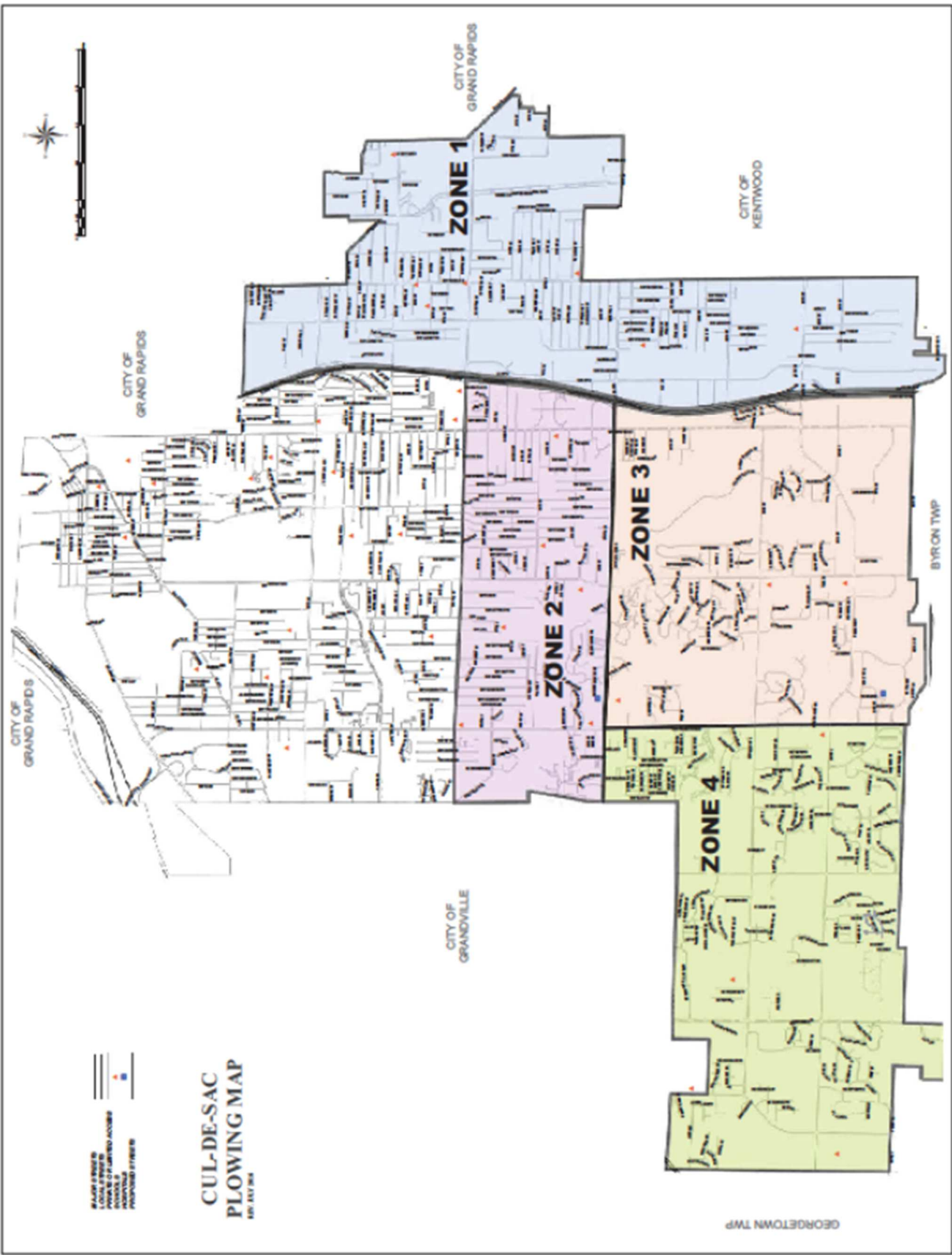
Cost for each additional culdesac: \$40.00

Maximum # of zones to maintain: 4



City of Wyoming, Michigan Tabulation of Bids Bid #1852 - Cul-De-Sac Snow Plowing 2023-2026

	Jack' Lawn Service & Snow Plowing Inc.	Pro-Mow Lawncare LLC	
Seasonal rate up to (9) plowing event			
2023-2024			
Zone 1			
Zone 2		\$25,259.80	6.00%
Zone 3			
Zone 4		\$39,223.18	6.00%
2024-2025			
Zone 1			
Zone 2		\$25,764.18	2.00%
Zone 3			
Zone 4		\$40,007.64	2.00%
2025-2026			
Zone 1			
Zone 2		\$26,279.46	2.00%
Zone 3			
Zone 4		\$40,807.80	2.00%
Cost for each plowing event required after (9) plowing event			
2023-2024			
Zone 1			
Zone 2		\$2,805.82	6.00%
Zone 3			
Zone 4		\$4,230.46	6.00%
2024-2025			
Zone 1			
Zone 2		\$2,861.94	2.00%
Zone 3			
Zone 4		\$4,315.06	2.00%
2025-2026			
Zone 1			
Zone 2		\$2,919.18	2.00%
Zone 3			
Zone 4		\$4,401.37	2.00%
Additional Cul-de-sac		\$40.00	
Maximum # of zones to maintain			4



- PAVEMENT
- LOCAL STREET
- PAVEMENT
- PAVEMENT
- PROPOSED STREET

**CUL-DE-SAC
PLOWING MAP**
MAY 2014

CITY OF GRAND RAPIDS

CITY OF GRAND RAPIDS

CITY OF GRANDVILLE

CITY OF GRAND RAPIDS

CITY OF KENTWOOD

BYRON TWP

GEORGETOWN TWP

ZONE 1

ZONE 2

ZONE 3

ZONE 4

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR BULK PICK UP AND DISPOSAL OF LEAVES
AND GRINDING AND DISPOSAL OF BRUSH
TO MICHIGAN WOOD FIBERS

WHEREAS:

1. On Tuesday, January 24, 2023, the City received four bids for the bulk pick-up and disposal of leaves. The City also received two bids for the grinding and disposal of brush.
2. The Public Works Department recommends that the City Council award the bid for Bulk Pick Up and Disposal of Leaves at a unit cost of \$14.90 per ton, and award the bid for Grinding and Disposal of Brush at a unit cost of \$2.00 per yard, to Michigan Wood Fibers for calendar years 2023, 2024 and 2025.
3. The Public Works Department anticipates spending approximately \$74,500 for the bulk pick-up and disposal of leaves and also anticipates spending approximately \$27,000 for the grinding and disposal of brush, each year for calendar years 2023, 2024, and 2025. Sufficient funds are available in the Solid Waste Disposal Account: 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for Bulk Pick Up and Disposal of Leaves to Michigan Wood Fibers for calendar years 2023, 2024 and 2025.
2. The City Council hereby awards the bid for Grinding and Disposal of Brush to Michigan Wood Fibers for calendar years 2023, 2024 and 2025.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts for Bulk Pick Up and Disposal of Leaves and Grinding and Disposal of Brush.

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 February 6, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Forms – Michigan Wood Fibers

STAFF REPORT

Date: January 24, 2023

Subject: Bid Awards – Bulk Pick-Up and Disposal of Leaves, and Grinding and Disposal of Brush

From: Jodie Theis, Public Services Supervisor

Meeting Date: February 6, 2023

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for Bulk Pick Up and Disposal of Leaves to Michigan Wood Fibers, at a unit cost of \$14.90 per ton, and also award the bid for Grinding and Disposal of Brush to Michigan Wood Fibers, at a unit cost of \$2.00 per yard, for calendar years 2023, 2024 and 2025. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

The Yard Waste Facility provides the residents another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods. The Contractor shall be responsible for the disposal of all leaves at a site that is approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) as a location for composting or land application of leaves. The disposal of all wooden yard waste must be done in a manner approved by EGLE.

DISCUSSION:

On Tuesday, January 24, 2023, the City received four bids for the bulk pick-up and disposal of leaves. The City also received two bids for the grinding and disposal of brush. Sixteen invitations to bid were sent to prospective bidders for both projects. Michigan Wood Fibers was the low bidder on both.

Based on the estimated quantities, the Public Works Department anticipates spending approximately \$74,500 for the bulk pick-up and disposal of leaves each year for calendar years 2023, 2024, and 2025. The unit cost of \$14.90 per ton is the same the previous bid.

Also, based on estimated quantities, the Public Works Department anticipates spending approximately \$27,000 for the grinding and disposal of brush each year for calendar years 2023, 2024, and 2025. The unit cost of \$2.00 per yard is a decrease of 20% from the previous bid's unit cost of \$2.46 per yard.

BUDGET IMPACT:

Sufficient funds are available in the Solid Waste Disposal Account: 230-441-44300-956.000.

BID TABULATIONS:

City of **Wyoming** Michigan

TABULATION OF BIDS

FOR BULK PICK UP AND DISPOSAL OF LEAVES - BID # 2090
 OPENED BY THE CITY CLERK ON JANUARY 24, 2023 AT 11:00 A.M. O'CLOCK

Bidder	2023 Bulk Pick Up and Disposal of Leaves (Unit Price/Ton)	2024 Bulk Pick Up and Disposal of Leaves (Unit Price/Ton)	2025 Bulk Pick Up and Disposal of Leaves (Unit Price/Ton)
Denali	\$61.00	\$62.83	\$64.71
MarJo Construction Services	\$29.14	\$30.14	\$30.14
Michigan Wood Fibers	\$14.90	\$14.90	\$14.90
Renewed Earth	\$16.98	\$16.98	\$16.98

City of **Wyoming** Michigan

TABULATION OF BIDS

FOR GRINDING AND DISPOSAL OF BRUSH - BID # 2091
 OPENED BY THE CITY CLERK ON JANUARY 24, 2023 AT 11:00 A.M. O'CLOCK

Bidder	2023 Grinding and Disposal of Brush (Unit Price/Yd.)	2024 Grinding and Disposal of Brush (Unit Price/Yd.)	2025 Grinding and Disposal of Brush (Unit Price/Yd.)
Denali	NO BID		
Michigan Wood Fibers	\$2.00	\$2.00	\$2.00
Renewed Earth	\$2.83	\$2.83	\$2.83
Revive Development Land Services	NO BID		

CONTRACT FORM

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

City Standard Contract for BULK PICK UP AND DISPOSAL OF LEAVES (2023 – 2025)

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

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

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

"Contractor" means:

Michigan Wood Fibers LLC
LEGAL NAME OF COMPANY

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

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

9426 Henry Ct.
STREET ADDRESS

Zeeland MI 49464
CITY STATE ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

No payment bond is required. No performance bond or other form of performance assurance is required.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Contractor

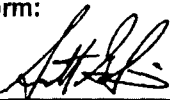
By: Nate Owen
Signature of Bidder

Nate Weaver
Printed Name of Bidder

President
Title

Date signed: 1-23-2023

Approved as to form:


Scott G. Smith, City Attorney

CONTRACT FORM

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

City Standard Contract for GRINDING AND DISPOSAL OF BRUSH (2023 – 2025)

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

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

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

“Contractor” means:

MICHIGAN Wood Fibers LLC

LEGAL NAME OF COMPANY

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

LLC MICHIGAN

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

9426 HENRY CT

STREET ADDRESS

Zeeland

MI

49464

CITY

STATE

ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

No payment bond is required. No performance bond or other form of performance assurance is required.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Contractor

By: Nate Weaver
Signature of Bidder

NATE WEAVER
Printed Name of Bidder

President
Title

Date signed: 1-23-2023

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached staff report, the Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended the City Council authorize the annual payment in the amount of \$13,588.67 for the 2023 calendar year to Miss Dig System, Inc.
3. Funds for the fees are budgeted for in the Street, Water and Sewer Other Services account numbers: 202-441-47400-956.000, 590-441-54200-956.000 and 591-441-56700-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to Miss Dig System, Inc. in the total amount of \$13,588.67.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

STAFF REPORT

Date: February 1, 2023

Subject: Miss Dig System, Inc. Invoice Payment Authorization

From: Jay VanDyke, Assistant Director of Public Works - Maintenance

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of \$13,588.67 for the City's mandatory participation in the Miss Dig utility notification system for the 2023 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

The Miss Dig system provides notification to the City of where and when work will be done near City utilities. This limits the amount of damage that can be done to City utilities, ensures that those working near utilities can do in a safe manner, and prevents significant service disruption.

DISCUSSION:

The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations with a single call or electronic order. Miss Dig is a not-for-profit independent company that processes this requested information and passes it along to affected utilities for proper utility marking. Miss Dig does not perform the actual utility marking.

For Wyoming, the affected utilities include: electric for street lighting, traffic signal wiring, fiber optic cables, sanitary sewer system, storm sewer system, and water distribution system (including transmission lines and water services). Once City staff receives the staking request, appropriate marking of the potentially impacted utilities occurs. Staking request response times range from emergency (within three hours) to normal (within three days).

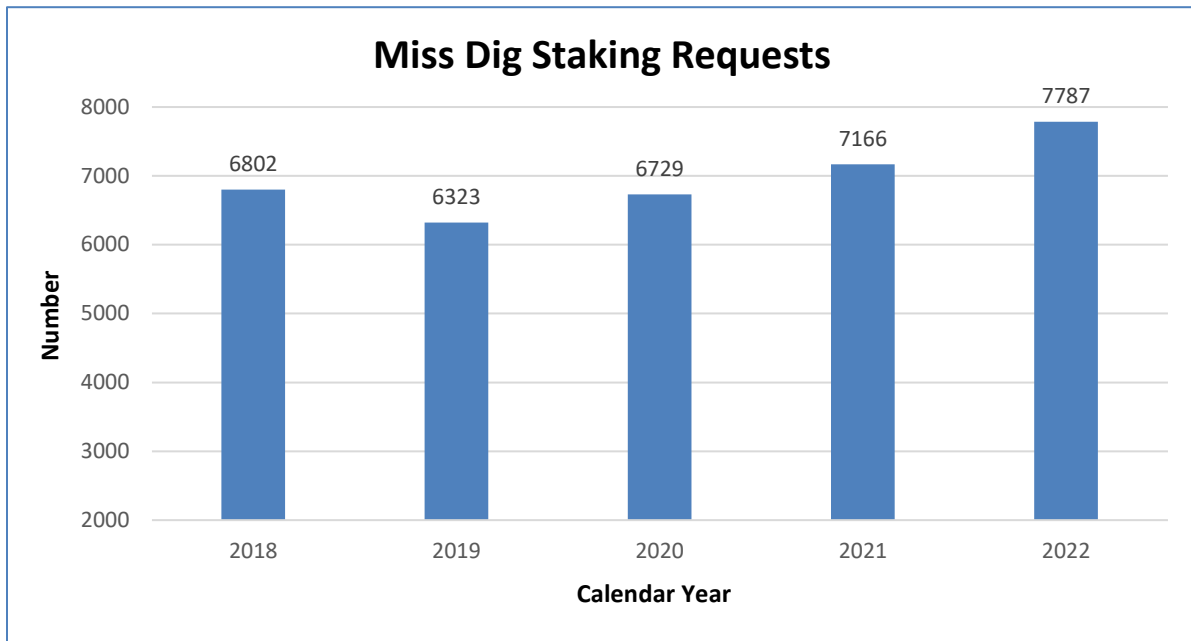
The Miss Dig system is free for those requesting locating services and is funded by member agencies such as the City of Wyoming. The fee consists of four components:

- **Membership Fee.** This fee is based on the number of Miss Dig tickets placed with the notification center. For the 2023 calendar year, this fee is \$12,904.69.
- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors and homeowners. This fee is based on the annual membership fee, and totals \$2,500.00.

- **Annual Maintenance Fee for Stations on the System.** This fee is based on the number of stations for utilities that the City has listed within the Miss Dig system and totals \$360.64.
- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is \$115.65.

This year Miss Dig is applying excess reserves of \$2,292.31 to the City’s invoice. The excess reserves are being proportionately applied based on total invoice amount.

The City continues to see an increase in Miss Dig ticket requests from 2019. The chart below depicts annual staking requests since 2018:



BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water other services account numbers: 202-441-47400-956.000, 590-441-54200-956.000, and 591-441-56700-956.000.

ATTACHMENT:

Miss Dig System, Inc. Invoice



MISS DIG 811
 3212 SJOQUIST DR
 GLADSTONE, MI 49837-2822

Invoice

Date	Invoice #
1/6/2023	20230483

Bill To
WYOMING CITY ATTN: PUBLIC WORKS DEPT. 2660 BURLINGAME AVE., SW WYOMING, MI 49509-0905

Account #	P.O. No.	Terms	EMAIL
200WYO		Net 30	

Description	Qty	Rate	Amount
2023 Transmission-based Membership Fee	1	12,904.69	12,904.69
2023 Annual Maintenance Fee for Stations on the System	7	51.52	360.64
2023 Annual Maintenance Fee for DPP User Accounts	3	38.55	115.65
2023 Application of MISS DIG System, Inc. Excess Reserves	1	-2,292.31	-2,292.31
2023 Education and Awareness Fee for Section 6(2) Compliance	1	2,500.00	2,500.00

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.	Total	\$13,588.67
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For ACH Payment - Bank Name: J.P. Morgan Chase
 Routing# 072 000 326 Account# 693 556 482

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ACCEPTANCE OF A PROPOSAL
FROM COMCAST BUSINESS FOR MANAGED INTERNET SERVICE AND TO
CONCUR WITH THE CITY MANAGER SIGNING THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with acceptance of a proposal from Comcast Business for managed internet service in the total recurring monthly amount of \$2,250.00.
2. Funds are available in the water fund, sewer fund, and general fund accounts with the appropriate accounts being charged monthly.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with acceptance of a proposal from Comcast Business for managed internet service.
2. The City Council concurs with the City Manager signing the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: January 19, 2023
Subject: Comcast Business Internet Services
From: Paul Gerndt, Director of Information Technology
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended City Council concur with a proposal with Comcast Business for managed Internet services (MIS).

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming relies on public and private telecommunications infrastructure for operations and delivery of public services. Strong and reliable services enable the safe and reliable of services to City departments and the community.

DISCUSSION:

In 1997, the City installed a network to connect remote City offices to City Hall. Necessity for the network was driven by the advent of the Internet, email, and a modern financial system. The hub and spoke style network, with City Hall as the hub, was upgraded several times since its inception, to keep pace with increased demands of modern applications.

During the 2010's, the software industry saw a significant change in software delivery. The industry was moving from a capital expenditure (CAPEX) model, where customers purchased the rights to use the providers software, received a copy of the software and installed it their own infrastructure, to an operational expenditure (OPEX) model where customers essentially rent the software and access it over the Internet. Many providers house their software in immense data centers such as those operated by Google, and Amazon – this is cloud computing. Microsoft Office 365 is a prime example of a major software suite used city-wide that has undergone a transition to the cloud.

In 2018, in response to the increasing cost, complexity, and staffing impact associated with supporting on-premises software, the Information Technology Department adopted a cloud-first strategy for new software acquisitions. As cloud adoption increases, a network design that relies on City Hall for Internet becomes less appropriate.

Information Technology staff have created a new network design that connects the remote sites individually to the Internet. This network design follows cybersecurity best practices and allows buildings to operate autonomously, consuming cloud services without a specific connection to City Hall. Access to City-Hall hosted data and services, such as the Enterprise Resource

Planning (ERP) system is provided through branch office VPN connections leveraging each building's Internet connection.

AT&T has been the City's traditional network provider since the 1990's. Contracts for these services are normally 3 years in length. When contracts approach their renewal window, the Information Technology Department evaluates offerings from other providers to determine if meaningful cost savings or service improvements can be realized. Comcast Business has been a viable alternative to AT&T for several years; however, until recently, their cost model has included significant up-front costs for construction of infrastructure into City facilities. AT&T does not place the up-capital cost on the backs of their customers.

AT&T has undergone many internal changes over the years, and the level of customer service provided to the City of Wyoming has declined steadily. It is in the best interest of the City to diversify communication providers by developing business relationships with other companies.

In December 2020, the Information Technology Department installed Comcast Business Internet service in City Hall. The circuit was installed as a backup to the AT&T service, meant to provide a redundant internet connection to support Police mobile computers and other applications. This was our first experience with fiber Internet services from Comcast Business, and the service proved to be more economical, just as stable, and higher performance than the AT&T Service.

We sought quotes for similar services to support the new network design, from both AT&T and Comcast Business. We requested proposals absent of significant up-front capital investment, and Comcast Business provided the proposal connected to this report. Adopting this contract will result in monthly savings of \$1,360 per month. The City will also gain long term benefits in the form of diversification of communication providers, and increased leverage for negotiating contract renewals and new services.

BUDGET IMPACT:

This contract results in monthly recurring fees of \$2,250, a savings of \$16,356 annually benefitting the General Fund, Water Fund, and Sewer Fund.

MSA ID#: MI-231985-tdals

SO ID#: MI-231985-tdals-23060964

Account Name: City of Wyoming

CUSTOMER INFORMATION (for notices)

Primary Contact: Paul Gerndt
Title: Director of Information Technology
Address 1: 1155 28th St SW
Address 2:
City: Wyoming
State: MI
Zip: 49509
Phone: 616.530.7228
Cell:
Fax:
Email: paul.gerndt@wyomingmi.gov

Billing Account Name: City of Wyoming
Billing Name (3rd Party Accounts):
Billing Contact: Paul Gerndt
Title: Director of Information Technology
Phone: 616.530.7228
Cell:
Fax:
Email: paul.gerndt@wyomingmi.gov

INVOICE ADDRESS
Address 1: 1155 28th St SW
Address 2:
City: Wyoming
State: MI
Zip Code: 49509
Tax Exempt: Yes
* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$916.25
Current Trunk Services Monthly Recurring Charges: \$0.00
Total Current Monthly Recurring Charges (all Services): \$916.25
Change Monthly Recurring Charges: \$2,250.00
Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$2,250.00
Total Monthly Recurring Charges: \$3,166.25
Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$3,166.25

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$796.00
Total Trunk Services Standard Installation Fees: \$0.00
Total Standard Installation Fees (all Services): \$796.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00
Change Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00
Total Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

*Board Contingency. Comcast acknowledges that Customer will be seeking Customer's board approval on 2/6/2023 for this Sales Order. Customer shall have until 5:00 p.m. on 2/7/2023 to request termination of this Sales Order, without penalty or Termination Charges of this Agreement, in the event Customer's board does not approve the expenditure. Comcast will not begin performance under the Agreement or this Sales Order until such board approval is received from Customer.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location").
Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations.
The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service.
If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

Table with 4 columns: CUSTOMER USE ONLY, Signature, Name, Title, Date; COMCAST USE ONLY, Signature, Name, Title, Date; Sales Rep, Sales Rep E-Mail, Region, Division.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - Gig E	Port	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	200 Mbps	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	(\$886.25)	\$0.00
003	Renew	Remove	IPv4 Static Address Block /28 (14)	Static IP	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	(\$30.00)	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	Renew	Add	EDI - Network Interface - Gig E	Port	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	\$0.00	\$0.00
006	Renew	Add	EDI - Bandwidth	500 Mbps	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	\$886.25	\$0.00
007	Renew	Add	IPv4 Static Address Block /28 (14)	Static IP	1155 28TH ST SW_CITY OF WYO	-	Interstate	1	\$30.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	New	Add	EDI - Network Interface - Gig E	Port	2350 IVANREST AVE SW-City of W	-	Interstate	1	\$0.00	\$199.00
010	New	Add	EDI - Bandwidth	300 Mbps	2350 IVANREST AVE SW-City of W	-	Interstate	1	\$650.00	\$0.00
011	New	Add	IPv4 Static Address Block /29 (6)	Static IP	2350 IVANREST AVE SW-City of W	-	Interstate	1	\$25.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	New	Add	EDI - Network Interface - Gig E	Port	2300 GEZON PKWY SW-City of W	-	Interstate	1	\$0.00	\$199.00
014	New	Add	EDI - Bandwidth	100 Mbps	2300 GEZON PKWY SW-City of W	-	Interstate	1	\$500.00	\$0.00
015	New	Add	IPv4 Static Address Block /29 (6)	Static IP	2300 GEZON PKWY SW-City of W	-	Interstate	1	\$25.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	New	Add	EDI - Network Interface - Gig E	Port	1250 36TH ST SW-City of Wyoming	-	Interstate	1	\$0.00	\$199.00
018	New	Add	EDI - Bandwidth	100 Mbps	1250 36TH ST SW-City of Wyoming	-	Interstate	1	\$500.00	\$0.00
019	New	Add	IPv4 Static Address Block /29 (6)	Static IP	1250 36TH ST SW-City of Wyoming	-	Interstate	1	\$25.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	New	Add	EDI - Network Interface - Gig E	Port	5591 GEZON CT-City of Wyoming	-	Interstate	1	\$0.00	\$199.00
022	New	Add	EDI - Bandwidth	100 Mbps	5591 GEZON CT-City of Wyoming	-	Interstate	1	\$500.00	\$0.00
023	New	Add	IPv4 Static Address Block /29 (6)	Static IP	5591 GEZON CT-City of Wyoming	-	Interstate	1	\$25.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: \$2,250.00 \$796.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	-	-			-	-			\$0.00	\$0.00
053	-	-			-	-			\$0.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	-	-			-	-			\$0.00	\$0.00
056	-	-			-	-			\$0.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	-	-			-	-			\$0.00	\$0.00
059	-	-			-	-			\$0.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	-	-			-	-			\$0.00	\$0.00
062	-	-			-	-			\$0.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	-	-			-	-			\$0.00	\$0.00
065	-	-			-	-			\$0.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	-	-			-	-			\$0.00	\$0.00
068	-	-			-	-			\$0.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	-	-			-	-			\$0.00	\$0.00
071	-	-			-	-			\$0.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	-	-			-	-			\$0.00	\$0.00
074	-	-			-	-			\$0.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	-	-			-	-			\$0.00	\$0.00
077	-	-			-	-			\$0.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	-	-			-	-			\$0.00	\$0.00
080	-	-			-	-			\$0.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	-	-			-	-			\$0.00	\$0.00
083	-	-			-	-			\$0.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	-	-			-	-			\$0.00	\$0.00
086	-	-			-	-			\$0.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	-	-			-	-			\$0.00	\$0.00
089	-	-			-	-			\$0.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	-	-			-	-			\$0.00	\$0.00
098	-	-			-	-			\$0.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	-	-			-	-			\$0.00	\$0.00
101	-	-			-	-			\$0.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$0.00 \$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 4 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-			-	-			\$0.00	\$0.00
152	-	-			-	-			\$0.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00
PAGE 4 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00

\$0.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PEOPLE DRIVEN TECHNOLOGY
TO IMPLEMENT A VMWARE VDI SOLUTION AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from People Driven Technology to implement a three-year VMWare VDI Solution in the total estimated amount of \$22,128.00 using Oakland County G2G contract pricing.
2. Funds are available in account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from People Driven Technology.
2. The City Council authorizes the Mayor and City Clerk to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: January 25, 2023
Subject: Routers and Firewalls for Water System Network Refresh
From: Paul Gerndt, Director of Information Technology
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council accept a proposal from People Driven Technologies through Oakland County G2G Pricing Contract to implement a VMWare VDI Solution, at a cost of \$22,128.

COMMUNITY, SAFETY, STEWARDSHIP:

The security and safety of the Wyoming drinking water system is dependent on policies and procedures that enforce strict access standards as related to the systems information and operation technologies. A virtual desktop infrastructure (VDI) solution enables and enforces such access standards, mitigating current risks and improving protection of water system assets.

DISCUSSION:

In 2022, following recommendations to members of the American Water Works Association (AWWA), Information Technology staff recommended a zero-trust approach to securing the operations technology (OT) networks used to manage the city's utility systems. Zero-trust is based on three core principles: 1. Verify every user; 2. Validate every device; 3. Intelligently limit access. VDI is a technology solution that facilitates the principles of the zero-trust approach.

The implementation of VDI at the drinking water plant will enable validation of every user who attempts access of the OT network. This is done by means of authenticating each user with multiple factors, both logical and physical. Upon requesting access with a username and password, the system will verify the authenticity of the user through an additional real-time security challenge.

VDI enables authentication of devices requesting OT network access. Devices unknown to the system are blocked from the network. Risk is mitigated to a greater extent by allowing only devices with minimal interaction outside the OT network, and audits after any interaction outside the OT network. Finally, the VDI solution contains features that control which protocols and OT resources each device may access. The zero-trust approach will be applied to contractors and staff alike.

In 2022, the drinking water plant performed an upgrade of the OT management system, including installing a virtualized server environment dedicated to the OT network. This approach physically separates from the outside the systems used to monitor and control the water system. The migration of OT servers from an existing virtual server environment to the new dedicated environment left ample resources for implementation of VDI.

People Driven Technologies, previously known as Access Interactive, has provided the attached proposal to license, install, and configure a VMWare Horizon VDI solution on the existing servers. The proposal includes up to \$15,180 of professional services, to perform installation and implement the extensive configuration to support the utility's objectives. The remaining \$6,498 is for a three-year license of the VMWare Horizon VDI software. The City has a relationship with People Driven Technologies, and due to the security requirements of this project, staff recommends acceptance of this proposal.

BUDGET IMPACT:

Sufficient funding for this purchase is planned and available in account 591-591-55300-740.000 (Water Fund-Water Utility-Pumping and Treatment-Operating Supplies).



Oakland County G2G Pricing CONTRACT NUMBER: 006559

for



VMware VDI Project Utilizing Existing HP Servers

Version 3

Prepared by:



Jerry Rioux
Bill Fedak
Daniel Heidt

January 19, 2023

Strategic Directive

Access Interactive's initial, primary focus in City of Wyoming's upcoming project is an in-depth review of the organizational environment. Gathering momentum from the initial meetings; we're confident Access can offer credible short-term recommendations / solutions in order to create a strong long-lasting relationship. Our relationships with our clients grow based on strong commitment and Access Interactive's willingness to go the extra mile. Access Interactive prides itself on communication, documentation and thirst for industry knowledge. These traits, coupled with cross trained technical aptitude, contribute greatly to our overall success. We look forward to working with an organization that has a firm grasp on their field, and knowledge of how their ever-changing IT infrastructure can elevate them to new levels of achievement.

City of Wyoming Organizational Needs

- Risk Planning and Mitigation
- Upgrade existing Infrastructure and Applications
- Prepare New Infrastructure for Growth or New Applications
- Enhance Performance
- Support for Legacy product integration
- Central and Expansive I.T. Administration Management Dashboard
- Latency resistant Design
- Simplified Infrastructure
- Optimize support and integration

Solution Synopsis

The proposed application performance solution provides a scalable, secure, cost effective foundation for City of Wyoming. There are several components that work together to provide a network that has excellent performance, is easy to manage, provides fault tolerance and secure segmentation.

These components are:

- VMware Horizon Licensing
- Professional Services and Knowledge Transfer

VMware Horizon Licensing

VMware Virtual SAN is a radically simple, enterprise-class shared storage solution for hyper-converged infrastructure optimized for today's all-flash performance.

What Virtual SAN Delivers

Radically Simple Storage

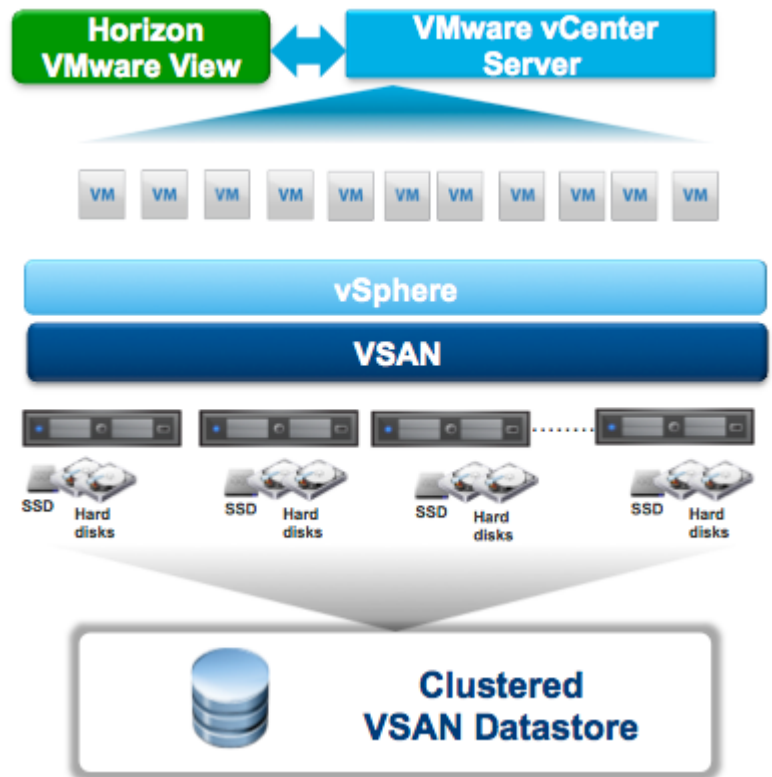
Make your job easier by simplifying storage provisioning and management for vSphere. Deploy storage with just a few mouse clicks from the vSphere Web Client and enjoy native integration with the VMware stack. Virtual machine-centric storage policies automate storage services levels on a per-VM basis.

Advanced Availability and Management

Customers of all industries and sizes trust Virtual SAN to run their business-critical workloads, from key business applications to thousands of virtual desktops. Virtual SAN ensures that data is never lost if a disk, host, network or rack fails and can even tolerate entire site failures with synchronous replication and stretched clusters.

50% Lower TCO

Deploy on inexpensive industry-standard server components to remove large, upfront investments. Eliminate siloed, purpose-built hardware and automate management of storage service levels through VM-centric policies. Further improve TCO with storage efficiency features like deduplication and enhanced automation capabilities.



Exceptional Performance



Built on an optimized I/O data path in the hypervisor and designed for flash speeds, Virtual SAN delivers much better performance than a virtual appliance or external device. Experience up to 100,000 IOPs per host with all-flash and scale up to 64 hosts per cluster—a perfect match for virtual desktops, remote IT and business critical applications

VMware Horizon Standard Plus Subscription - (Core) Concurrent User Qty 10 - 36 Month Prepaid

Qty. 2 @ \$ 3,474.00 each **\$ 6,948.00**

Design points for discussion

- City of Wyoming provides Battery Backup that can accommodate this solution
- City of Wyoming provides power that can accommodate this solution
- We assume Rack Space is available. Racks quoted upon request.
- Utilizing existing HP DL360 servers and VMware Essentials Plus licenses

PROFESSIONAL SERVICES:

Scope assumes someone from City of Wyoming assists with the project including Data migrations. Hours subject to change depending on exact project scope. The following is an estimate based on similar projects.

- Project plan and scheduling
- Equipment prep/software firmware updates
- Physical deployment of equipment
- Equipment integration/Virtual SAN integration
- Horizon configuration
- Upgrade vSphere to v7.x
- System documentation and Visio diagrams
- Performance tuning
- Knowledge transfer and optimization
- Verification / Validation for Rapid Recovery and VMware Replication
- Project management

TOTAL: 92 hours

Senior LAN Technician @ \$165.00 per hour **\$ 15,180.00**

PROJECT COSTS:

SOFTWARE: \$ 6,948.00
MI SALES TAX: \$ EXEMPT
SUBTOTAL: \$ 6,948.00
SERVICES: \$ 15,180.00
SHIPPING: \$ 0.00

TOTAL: \$ 22,128.00

Quote Valid for 30-Days. Prices Subject to Change with Notice Depending on Current Market Conditions. Shipping charges not included.
Terms: 50% Upon Acceptance, 25% Upon Delivery, Remainder Net 30. 25% Restocking Fee Applied to Project Costs for Returned Merchandise.

Authorized Signature: _____ Date: _____

Printed Name: _____ Purchase Order No: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE PUBLIC WORKS DIRECTOR
TO SIGN SETTLEMENT AGREEMENTS FOR 3RD TRANSMISSION MAIN
PROJECT EASEMENTS

WHEREAS:

1. To fulfill a state mandate the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main, the city needs to acquire easements where the transmission main cannot be installed in public rights-of-way.
3. Land Matters, the city's contracted right-of-way agent, has negotiated agreements for some of the easements along New Holland Street needed in the first phase of the third transmission main project and, as part of those negotiations has also provided proposed contracts that resolve related concerns raised by the owners of those parcels.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed Settlement Agreement, Waiver and Release documents related to parcel numbers 70-15-03-100-017, 016, 023, 024, 010, and 004 (164__, 16520, 16524, 16530, 16534, and 16540 New Holland Street) are approved in the forms signed by the property owners and the Public Works Director is authorized to sign them on the city's behalf.
2. City staff is authorized and directed to take all actions to effectuate those documents including, without limitation, payment of the \$45,185.50 pursuant to those documents, and the recording of the easements.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: January 30, 2023
Subject: New Holland Water Main Easements
From: Scott Smith, City Attorney
Meeting Date: February 6, 2023

RECOMMENDATIONS:

Adopt Resolution Approving and Authorizing the Public Works Director to Sign Settlement Agreements for 3rd Transmission Main Project Easements.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Construction of a third water transmission main will ensure continued adequacy of the public water supply for city customers over the next decades.

Safety – Safe, assured public water supply is essential for public health, fire suppression and response, and other needs.

Stewardship – Acquisition of some needed third transmission main easements in a way that also resolves other issues is cost effective.

BUDGET IMPACT:

The proposed settlements are covered in the estimated project costs and will be paid from the water fund.

DISCUSSION:

As we have previously discussed, the state is requiring the city to construct a third water transmission main from the city's water treatment plant in Ottawa County. When possible, the 60-inch diameter main will be placed in public rights-of-way. When that is not possible, the city must acquire easements.

The first of these easements are being obtained from owners of property near the city's water treatment plant. In addition to compensation for the value of the easement rights, property owners need to be compensated for the value of trees that will be removed and for restoring landscaping.

These property owners have asked for compensation over what the city offered based on the city staff's understanding of the just compensation. These property owners also have sought compensation for disruptions and inconveniences they have endured due to the unanticipated duration of other construction at the water treatment plant and other aspects of plant operations and improvements. Without admitting that any such additional amounts are due them, staff is recommending settlement agreements to resolve the amounts to be paid for the easements and all other issues these property owners have raised. Given the amounts involved, the costs of further disputing the amounts owed, and the desire to amicably resolve these issues with water treatment plant neighbors, staff is recommending these settlement documents. The total amounts to be paid these property owners is \$45,185.50.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PREIN & NEWHOF, INC. TO DRAFT A PROJECT PLANNING DOCUMENT, AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT, AND APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the attached staff report, City Council awarded the contract to perform design and engineering for the 54” transmission main to Prein & Newhof, Inc. via Resolution number 26249 on December 3, 2018.
2. It recommended City Council approve an amendment to the contract in the total amount not to exceed \$25,000.
3. A budget amendment is required for this project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Prein & Newhof, Inc. in the total amount not to exceed \$25,000.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

 Kelli A. VandenBerg, Wyoming City Clerk

- ATTACHMENTS:
 Budget Amendment
 Staff Report
 Contract/Proposal

CITY OF WYOMING BUDGET AMENDMENT

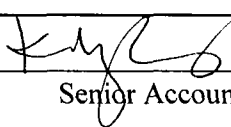
Date: February 6, 2023

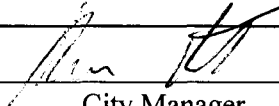
Budget Amendment No. 061

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$25,000 of budgetary authority to provide the necessary funds for professional services to draft a Project Planning Document.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - Capital Outlay - Plant Expansion Phase 2				
591-591-57300-986.444	\$ 9,220,564.00	\$ 25,000.00		\$ 9,245,564.00
Fund Balance/Working Capital (Fund 591)			\$ 25,000.00	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: January 26, 2023

Subject: 1st Amendment to the Design Services for the 54” Transmission Main Contract with Prein & Newhof, Inc.

From: Aaron Vis, Deputy Director of Public Works

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended the City Council approve the 1st Amendment to the Design Services for the 54” Transmission Main Contract with Prein & Newhof, Inc., which includes a Professional Engineering Services Proposal to draft a required Project Planning Document to meet State Drinking Water State Revolving Fund loan application requirements in an amount not to exceed \$25,000, and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Taking advantage low interest financing options through the State is a prudent means of reducing financing costs, saving City water rate payers considerably.

DISCUSSION:

City staff have been actively working to identify appropriate funding sources for the \$81.5M third transmission main project with the design engineer (Prein & Newhof), the City’s financial advisor, and various State agencies. One potential funding source is the State of Michigan Drinking Water State Revolving Fund (DWSRF), a low interest loan and principal forgiveness program specifically tailored for water projects. The DWSRF program is a competitive process, where communities submit their project proposals to the State for consideration and scoring. Because the State only has a finite amount of loan money available, only the highest scoring projects receive low interest loans and/or principal forgiveness. The City has not historically used DWSRF financing due to its complicated administrative and purchasing requirements, and an inability to meet the application scoring minimums to even be eligible for this financing. Additionally, the historical difference between DWSRF and traditional open market bond interest rates was not significant.

Over the past year, the DWSRF program has received a significant increase in available funding, has revised their application scoring criteria and loosened project plan submittal requirements. Current DWSRF loan interest rates are approximately 2%, while traditional open market bond interest rates are over 4%. For the third transmission main project, this interest rate difference equates to over \$10M in interest savings to City residents if the City is able to secure DWSRF financing.

City staff have reviewed the new DWSRF application criteria, consulted with various State DWSRF program staff, discussed with the City’s financial advisor, and have concluded that the City should apply for DWSRF financing. This application involves completing and submitting a

Project Planning Document to the State, which is due by June 1, 2023. The State will then review and score all projects and determine if they will fund the City's project later this fall.

As mentioned, submitting an application for DWSRF financing does not guarantee that the City will be funded. However, the potential for significant savings cannot be ignored, and the Project Planning Document can be used to solicit other funding for up to 5 years if this application is not successful.

Since Prein & Newhof was awarded the contract to perform the design and engineering for the third water transmission by Resolution 26249 on December 3, 2018, they were asked to provide a proposal to complete the required Project Planning Document. This proposal is attached with a not to exceed cost of \$25,000. Although the Project Planning Document is due to the State on June 1, the State also requires a public comment period and presentation at a public meeting prior to this. These are tentatively planned for late April and early May.

BUDGET IMPACT:

Adequate funds exist in the Water Fund, Capital Outlay account #591-591-57300-986.444 pending approval of a budget amendment.

ATTACHMENT:

Contract
Budget Amendment

CITY OF
Wyoming
MICHIGAN

1ST AMENDMENT TO DESIGN SERVICES CONTRACT
PREIN & NEWHOF, INC.

This 1st Amendment to Design Services for the 54" Transmission Main Contract (**1st Amendment**) is made as of as of January 24, 2023 (**Effective Date**) and amends the Design Services for 54" Transmission Main Contract dated as of December 3, 2018 between the City of Wyoming (**City**) and Prein & Newhof, Inc., a Michigan corporation, of 3555 Evergreen Drive NE, Grand Rapids, MI 49525. (**Professional**) (the December 3, 2018 contract).

RECITALS

- A. Professional proposed additional services related to design services for constructing the third transmission main dated January 24, 2023 is attached as Exhibit A (**Proposal**).
- B. City wishes to amend the December 3, 2018 contract to include the services in the proposal.

TERMS AND CONDITIONS


1. The December 3, 2018 contract is amended to include the services for the fees as stated in the proposal.
2. All other terms of the December 3, 2018 Contract remain in full effect.

City and Professional have signed this 1st Amendment as of the Effective Date.

City of Wyoming

Prein & Newhof, Inc.

By: _____
Kent Vanderwood, Mayor

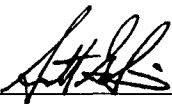
By: 
Mark Prein, Vice President

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: January 26, 2023

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney



January 24, 2023

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Professional Engineering Services Proposal
Water Project Planning Document Development
Third Transmission Main and Surge Suppression System

Dear Bob:

Thank you for this opportunity to provide our proposal for professional engineering services to assist the City of Wyoming with preparing a Project Planning Document (PPD) for the Drinking Water State Revolving Fund (DWSRF) for Water System Improvements.

Prein&Newhof has been preparing construction drawings for the first phase of the proposed third transmission main. The DWSRF program is being considered as a funding source in part to take advantage of EGLE's low interest loan rates and, if available and eligible, their Principal Forgiveness program. Developing the PPD is the next step in the loan application process for the DWSRF program. The PPD must be completed, and projects and funding approved by the State, prior to the State considering Principal Forgiveness amounts.

DWSRF Project Planning Documents are due June 1, 2023. EGLE will then score projects competitively and determine the project priority list later in the Fall of 2023.

Scope of Work

Project Planning Documents are valid for the next five years and specify which projects are being applied for in the first year and in future years.

The Project Plan will address the following basic elements:

- Project(s) Background
- Need for the Project(s)
- Analysis of Alternatives for Each Project
- Detailed Description of Selected Alternative(s)
- Evaluation of Environmental Impacts (limited)
- Mitigation of Environmental Impacts
- Notifications to Required Agencies
- Public Participation

Mr. Veneklasen
January 24, 2023
Page 2

All data and analysis will be combined into a written Project Planning Document, a public meeting will be held on the PPD, and the final PPD submitted to EGLE for approval.

Due to proposed program changes in the EGLE PPD application process, we are proposing to complete a limited environmental review. Once specific direction is received as to the extent of the required environmental review, we will present the required work and seek approval from the City prior to conducting the work effort.

Schedule

The scheduling requirements and deadlines for completing applications for DWSRF funding are relatively stringent. We intend to complete a draft plan by mid-April so that public comment can be sought, and a public meeting held at a May 2023 Council meeting. We will prepare a short presentation for the meeting. No transcript of the meeting will be needed. The final plan is due to EGLE by June 1, 2023.

Fee Estimate

We propose to perform these services on a time and material basis with a cost not to exceed \$25,000. Work will be completed as part of the contract for the existing Third Transmission Main design.

Thank you again for the opportunity to provide you with this proposal. If you have any questions on the proposal, please do not hesitate to contact our office.

Sincerely,
Prein&Newhof



Mark R. Prein, P.E.

RESOLUTION NO. _____

RESOLUTION TO APPROVE YARD PIPING PROJECT CHANGE ORDER NO. 4 AND TO
AUTHORIZE AND DIRECT THE CITY MANAGER AND CITY STAFF TO TAKE ALL
RELATED ACTIONS INCLUDING ENTERING A CORRESPONDING CONTRACT WITH
DHE PLUMBING AND MECHANICAL L.L.C.

WHEREAS:

1. The yard piping project at the City's water treatment plant is completed except for the replacement of large ball valves which will not arrive on-site for some time.
2. The general contractor Kamminga & Roodvoets (K&R), subcontracted with DHE Plumbing and Mechanical, L.L.C. (DHE) for that work.
3. K&R proposed project Change Order No. 4 to close-out the project at a reduced cost (a reduction of \$750,529.54) and then to have the City contract with DHE to complete the ball valve replacement when the needed components are on-site.
4. DHE is amenable to that arrangement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Change Order No. 4 is approved.
2. The City Manager and other city staff are authorized and directed to take all steps needed to implement that change order including, without limitation, signing a contract with DHE in a form approved by the city attorney to complete that work at a cost not to exceed \$748,020, and entering corresponding engineering and construction oversight agreements to ensure the work is completed as originally designed.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Change Order No. 4

Resolution No. _____

STAFF REPORT

Date: 11 January 2023
Subject: WTP Discharge Piping Project Change Order No. 4
From: Myron Erickson, PE, Director of Public Works
Meeting Date: 6 February 2023

Recommendation

It is recommended that City Council authorize the City Manager to accept and sign the WTP Discharge Piping Improvements Project Change Order No. 4 and to pursue any and all actions needed to complete the project with the mechanical subcontractor.

Community, Safety, Stewardship:

A fully functional and well-maintained water treatment plant serves community by ensuring ample water supply, promotes safety by providing for potability and fire protection, and represents good stewardship of the City's resources by preventing untimely failures and shutdowns.

Discussion:

The City recently completed the exterior piping portion of a larger discharge piping improvements project collectively and informally known as the yard piping project. The design engineer for this project was Prein & Newhof. The work included the network of pipes, valves, and appurtenances in the front yard of the plant and the removal and replacement of two 24" ball valves in the high service pump gallery inside the plant. Kamminga & Roodvoets (K&R) was the general contractor for this project and worked diligently to complete the exterior piping improvements over the winter of 2021-22. The interior ball valve replacement portion of the project was subcontracted to DHE, a mechanical contractor.

The exterior construction portion of the project went well and was completed in time for the high demand season in the spring of 2022. However, the Pratt brand replacement valves were not delivered to the subcontractor, DHE, during the construction period stipulated in the yard piping project contract. The valves remain undelivered to date, precluding their installation this winter season as well.

K&R has met their obligation for the construction portion of the yard piping project. Retaining their withholding fee (5%) because the interior mechanical work cannot be completed at this time unfairly requires them to continue insurance coverage and performance bonding, limiting their ability to obtain similar coverage for other work. DHE is willing to accept the obligation to complete their planned

remaining work independent of the current agreement by entering into a new agreement with the City. K&R is amenable to closing their current agreement and relinquishing their overhead and profit for the interior mechanical work to DHE.

This change order ends K&R's obligations and closes the agreement and purchase order with them. A new agreement with DHE must then be established for the remaining mechanical work. In addition, we will have costs associated with the delivery of the valves to our storage area and then the subsequent move from storage to the high service building for installation.

Budget Impact:

Change order No. 4 is a reduction in the K&R agreement of \$750,529.54 to an adjusted contract price of \$6,513,421.81.

An agreement with DHE is needed to cover the necessary work already specified, in the amount of \$712,400 plus a 5% contingency to cover unknown delivery and storage costs for a total of \$748,020.

There will be additional minor engineering design and construction oversight fees associated with this change. Those costs are not known at present but would be a change to the professional service agreement with Prein & Newhof at a later date.

January 9, 2023
2200689

Mr. Robert Veneklasen
City of Wyoming
16700 New Holland Street
Holland, MI 49424

RE: WTP Discharge Piping Improvements
Change Order No. 4

Dear Bob:

As you are aware, the recent failure of a control valve inside the Water Treatment Plant, unrelated to the WTP Discharge Piping Improvements project, has delayed the opportunity to complete internal improvements included in the project scope and listed below:

- Demolition of select existing gallery steel piping and 24" ball valves.
- Procurement, handling, and storage of 36" ball valves.
- Installation of replacement steel gallery piping and 36" ball valves.
- Sample piping and electrical service relocation and temporary service.
- Gallery grating removal and replacement.
- All appurtenances, materials, equipment, and testing required to complete the pipe/pump gallery improvements.

To complete the scoped internal improvements as planned with the failed valve would result in the entire plant being subject to a single point of failure, which has been determined to be an unacceptable risk. As a result, the improvements have been delayed until the failed valve can be repaired. Unfortunately, due to supply chain issues, it is unclear when parts to perform the repair will arrive.

The remaining work to be done is currently subcontracted to DHE Plumbing and Mechanical through Kamminga & Roodvoets (K&R). K&R is under contract with the City to complete the WTP Discharge Piping Improvements project work but has offered to release the remaining scope of work from the contract including subcontractor markups K&R had included in their bid. The arrangement is mutually beneficial as it allows the City to contract directly with DHE without incurring additional insurance and bonding costs and markup through K&R, and it allows K&R to close their contract.

DHE has agreed to perform the remaining scope of work in accordance with the WTP Discharge Piping Improvements construction documents at their remaining bid price of \$712,400, with the following exceptions:

Mr. Veneklasen
January 9, 2023
Page 2

- Additional bonding and insurance to be paid at cost.
- Labor and material cost increases to be negotiated once a mutually agreed upon project schedule is finalized.
- 36" ball valves can be stored at Wyoming WTP and will be paid as stored materials upon receipt and inspection of materials.
- Valve warranty will be for 2 years after receipt and inspection of materials. An extended warranty may be purchased as an additional cost to the project.

Enclosed you will find a copy of the following recommended change order for your review and signature and a letter from Kamminga & Roodvoets (K&R) providing a breakdown of costs included in the bid for the work to be removed. The cost breakdown for the work under discussion is as follows:

Bid Pricing	\$837,000.00
Pipe/Pump Gallery Improvements (incl \$429.54 markup)	\$800,000.00
K&R markup for DHE, Incl in Mobilization	\$37,700.00
Costs Incurred	(\$87,170.46)
Pipe/Pump Gallery Improvements, Progress to-date	(41,600.00)
Stored Materials, Steel Pipe	(45,570.46)
Costs Remaining (Change Order No. 4)	\$750,529.54
DHE Subcontract	\$712,400.00
Total K&R markup for DHE	\$38,129.54

A summary of the change order follows:

Current Contract Price:	\$7,263,951.35
Contract Change:	<u>(\$750,529.54)</u>
Adjusted Contract Price:	\$6,513,421.81

If acceptable, please sign the attached change order, scan the signed copy, and email a copy back to our office. We will forward the executed copy to the Contractor for their records.

Concurrent to execution of the change order, a Purchase Order or some other form of Agreement, in the amount of \$712,400 should also be executed with DHE to complete the improvements removed from the WTP Discharge Piping Improvements project scope as soon as conditions permit. The Agreement should be presented to Council for approval at the same time as this change order.

Construction engineering services for this work will be needed once a schedule is defined. These services can be reviewed once the City and DHE have a new project schedule.

If you have any questions or comments, please do not hesitate to call.

Mr. Veneklasen
January 9, 2023
Page 3

Sincerely,

Prein&Newhof

A handwritten signature in black ink, appearing to read 'Steve Taplin', with a stylized flourish at the end.

Steve Taplin, P.E.

Enclosures: Change Order No. 4
October 18, 2022, K&R Letter
December 14, 2022, DHE Confirmation of Scope

Change Order

For (project): Wyoming WTP Discharge Piping Improvements					Change No. 4	
From (Contractor): Kammaing & Roodvoets					Date: 1/9/2023	
ITEM		VALUE			CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price
1	Section 5 Quantity Balance (Pipe/Pump Gallery Improvements)	(0.89)	LS	\$800,000.00	(\$712,400.00)	712,400.00
2	K&R Markup for DHE Subcontract	1	LS	(\$38,129.54)	(\$38,129.54)	38,129.54
Change Totals						\$750,529.54
Net Change In Contract Price						(\$750,529.54)



Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

October 18, 2022

Mark Prein, PE & Mr. Steve Taplin, PE
Prein&Newhof
3355 Evergreen Drive NE
Grand Rapids, MI 49525

Re: Wyoming WTP – Pipe/Pump Gallery Improvements

Mr. Prein and Mr. Taplin:

As you are aware, supply chain issues and material procurement issues have resulted in this project being constructed under a different time frame than originally planned. The latest lead time on the 36" valves results in a construction time frame of the Pipe/Pump Gallery Improvements commencing in late 2022. Unfortunately, a recent failure in another area of the Wyoming WTP will delay these improvements. The recent failure must first be repaired to allow the Pipe/Pump Gallery Improvements to commence. The exact time of completion of those repairs is unknown due to supply chain issues. Once the repairs are complete, the improvements can be scheduled during the first available low water demand period for the WTP.

The remaining work on the Wyoming WTP Yard Piping project is drawing to a close leaving only the Pipe/Pump Gallery Improvements to be completed. DHE and their subcontractors will be performing all of the work related to that item. As there is a distinct delineation of work between that item and the yard piping items, we are requesting that Prein&Newhof and the City of Wyoming investigate the possibility of removing the remaining work under that item from the Yard Piping Contract and either adding it to an open project the City might have with DHE or entering in to a separate contract with DHE for the remaining Pipe/Pump Gallery Improvements work. DHE has been approached and they are comfortable with either option and are willing to negotiate a change order/contract amount.

If either option is something that Prein&Newhof would recommend and the City of Wyoming would entertain, change order amounts could be compiled from the following information.

- Pipe/Pump Gallery Improvements unit price \$800,000.00 is comprised of the following:
 - DHE subcontract - \$754,000.00
 - Steel Pipe Materials - \$45,570.46
 - Markup - \$429.54
- 5% markup on DHE subcontract included in Mobilization (Max 5% of Total Bid) - \$37,700.00
- Steel Pipe Materials has been paid with 10% retainage held.
- \$41,600.00 has been paid on the line item Pipe/Pump Gallery Improvements

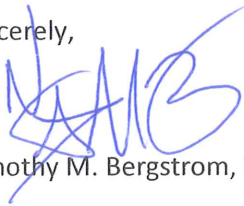
Kamminga & Roodvoets, Inc. would propose a decrease of \$750,529.54 to this contract. This is comprised of \$712,400.00 remaining on DHE's subcontract (\$754,000.00-\$41,600.00) + \$37,700.00 (5% markup on DHE sub) + \$429.54 (markup). K&R would need to pay the balance owed DHE between the \$41,600.00 and what they have been paid to date.

DHE Plumbing & Mechanical would then either execute a change order or an agreement with the City of Wyoming for \$712,400.00. This would be with the understanding that any required bonds and insurance would be at an added costs. Additionally, as the exact time frame of the improvements is still unknown, increases for labor and materials would be negotiated with the Owner when a time frame for the improvements are known and added to the contract cost. Furthermore, a mutually agreed upon project schedule would need to be agreed upon.

Kamminga & Roodvoets, Inc. values our working relationships with the City of Wyoming and Prein & Newhof and appreciate your consideration of these options. With the current situation, we feel it is the most beneficial option for all parties involved. The City of Wyoming benefits as they will be able to work directly with DHE and not incur any markup or added costs that would be experienced running the work through K&R's contract. The Engineer benefits, as they will work directly with the contractor performing the work and not have the additional layer of a prime contractor. We will benefit, as we will be able to close out our project.

We look forward to your response. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Timothy M. Bergstrom, PE - Estimator

Kamminga & Roodvoets, Inc.

c: Mr. Robert Veneklasen – City of Wyoming
Mr. Myron Erickson – City of Wyoming
Mr. Josh Heyboer – DHE Plumbing & Mechanical

December 14, 2022
2200689

Mr. Josh Heyboer
DHE Plumbing & Mechanical
4475 8th Avenue
Grandville, MI 49418

RE: WTP Discharge Piping Improvements
Confirmation of Scope

Dear Josh:

Our understanding is that DHE has agreed to complete the following improvements originally included in the subject project's scope:

- Demolition of select existing gallery steel piping and 24" ball valves.
- Procurement, handling, and storage of 36" ball valves.
- Installation of replacement steel gallery piping and 36" ball valves.
- Sample piping and electrical service relocation and temporary service.
- Gallery grating removal and replacement.
- All appurtenances, materials, equipment, and testing required to complete the pipe/pump gallery improvements.

Furthermore, our understanding is DHE has agreed to perform the remaining scope of work in accordance with the WTP Discharge Piping Improvements construction documents at DHE's remaining bid price of \$712,400, with the following exceptions:

- Additional bonding and insurance to be paid at cost.
- Labor and material cost increases to be negotiated once a mutually agreed upon project schedule is finalized.
- 36" ball valves can be stored at Wyoming WTP and will be paid as stored materials upon receipt and inspection of materials.
- Valve warranty will be for 2 years after receipt and inspection of materials. An extended warranty may be purchased at an additional cost to the project.

If acceptable, please sign the page below as proof of DHE's agreement.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

Prein&Newhof

Steve Taplin, P.E.

Mr. Heyboer
December 14, 2022
Page 2

Josh Heyboer
Printed Name


Signature

Owner
Title

12-14-22
Date

RESOLUTION NO. _____

RESOLUTION AWARDING AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO SIGN A 30-INCH BALL VALVE PURCHASE CONTRACT

WHEREAS:

1. With design details provided by the city's consulting engineer, Tetra Tech, the city sought proposals from three firms determined to be capable of providing replacements for four 30-inch ball valves and electric actuators at the city's water treatment plant.
2. Three proponents submitted proposals and the city met with the proponents with the lowest quoted costs.
3. None of the proponents agreed to all the city's proposed terms and conditions.
4. A principal project requirement is that the ball valves be replaced in certain months when water demand is at its lowest.
5. The lowest proposal included an actuator that met the city's minimum specifications, and it is unknown how much the proposed price would increase if an actuator that provided a greater safety measure (such as that provided in the proposal from the second lowest proponent) was included.
6. In addition, the proponent with the lowest proposed price has experience delays in supplying other large ball valves for the water treatment plant resulting in delays of project completion, partial project closeout, and final change order that will separate the ball valve replacement from the rest of the project.
7. The proponent with the lowest proposed price said it is unable to assure when the 30-inch ball valves could be delivered.
8. The city has had good experiences with the proponent with the second lowest proposal and its proposal complied with the project specifications even exceeding some of them, though it also proposed some contract modifications.
9. Consequently, Tetra Tech and the city's public works director recommend awarding the purchase contract to Kennedy Industries/DeZURIK, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The purchase contract for the four 30-inch ball valves and actuators is awarded to Kennedy Industries/DeZURIK, Inc.
2. The Mayor and City Clerk are authorized and directed to sign a purchase agreement for the Kennedy Industries/DeZURIK, Inc. proposal in a form and substance acceptable to the Director of Public Works, city attorney, and City Manager.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Correspondence

Resolution No. _____

STAFF REPORT

Date: January 6, 2023
Subject: Purchase of Ball Valves
From: Myron Erickson, P.E., Director of Public Works
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended the City Council approve the purchase of four 30" DeZURIK ball valves from Kennedy Industries in the amount of \$636,697.00 plus tax for a total \$674,898.82. This recommendation excludes the optional DeZURIK Field Service to install actuators, as this is not required.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper stewardship of our assets requires the prudent replacement of utility plant equipment and appurtenances that have reached the end of their life cycles, contributing to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant. The uninterrupted provision of potable water to our service population of 240,000 people builds community and ensures safety.

DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump water approximately twenty-six miles through a network of piping and valves to supply clean, safe drinking water to wholesale customers and the City of Wyoming. Four of these high service pumps have 1972-vintage 30-inch discharge ball valves that were intended to be replaced during the 2009 plant expansion but were eliminated from that project to fit within budget constraints. One such valve is currently inoperable, and all four valves leak, resulting in inefficient pumping and increased complexity and labor to maintain the pumps. These valves have reached the end of their useful lives and require replacement.

Therefore, Tetra Tech was engaged to provide engineering services and oversight of this project, which was approved by City Council via Resolution No. 27446 on August 1, 2022. Due to long lead times for these specialized valves, procurement specifications were assembled into a Request for Proposals by Tetra Tech and sent to the three manufacturers we knew had the capability to manufacture 30-inch, metal-seated ball valves weighing more than 10,000 pounds each. Each manufacturer, DeZURIK, Pratt, and Ross Valve, submitted a proposal by the 5 pm deadline on January 4, 2023, and they are as follows:

Manufacturer	Amount
DeZURIK	\$649,967.00
Pratt	\$486,676.00
Ross Valve	\$1,115,589.20

Valve replacement of this nature limits plant output and can only be performed during the low demand winter season. Because of this, the ability of the manufacturer to meet delivery times for this project is critical to its success. After reviewing the proposals received and interviewing the two lowest proposers, DeZURIK and Pratt, and carefully considering the recommendations of our engineering consultant, Tetra Tech, we are recommending approval of the proposal from DeZURIK.

During the 2022 yard piping project at the water treatment plant, DeZURIK was able to successfully deliver 54-inch ball valves in time for construction. Two 36-inch Pratt ball valves were also intended to be installed last winter as part of the same yard piping project. However, although these valves were ordered in July of 2021, they did not arrive in time for winter 2022 construction, and, in fact, these two 36” valves have yet to be delivered. Considering the extended delivery delays and that the proposal from Pratt did not allow for our ability to claim liquidated damages, doubt exists as to their ability to deliver valves to meet project timelines.

Therefore, it is recommended the City Council approve the purchase of four 30” DeZURIK ball valves from Kennedy Industries in the amount of \$636,697.00 plus tax and excluding the optional Line #3 DeZurik Field Service to install actuators as this is not required.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in capital outlay account #591-591-57300-986.444.

January 24, 2023

To: City of Wyoming

Subject: City of Wyoming's request for clarification on three items

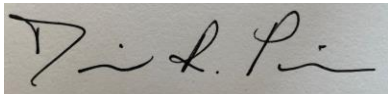
Project: Donald K. Shine WTP High Service Pump Nos. 7, 8, 9 & 10 Discharge Valve Procurement

Please see three requested items to be clarified from the City of Wyoming, followed by DeZURIK's response below the initial request.

1. Submittals to be completed 4-6 weeks after receipt of order.
 - a. DeZURIK cannot confirm the lead time until we receive confirmation from Rotork on their submittal lead time. DeZURIK will work closely with the EMO manufacturer, Rotork, to complete the initial submittal within six weeks from the date of receiving the purchase order.
2. Confirm the valve will be able to open/close within the 300 seconds specified with the 1.45 safety factor of max gear unit to torque required.
 - a. Yes, Rotork confirmed to DeZURIK the open/close requirement can be achieved within 284 seconds at 58 lbs. of rim pull in lieu of specified 40 lbs. rim pull within 300 seconds.
3. Update 30-day price window to go through the 2nd week of February.
 - a. Price is valid until February 10th, 2023.

Please feel free to contact me should you have any further questions or concerns.

Sincerely,



David R. Purvis



DeZURIK.COM

REDVALVE.COM

Regional Sales Manager

750 Holiday Drive
Suite 400
Pittsburgh, PA 15220

Mobile: 412-742-3240
Direct Dial: 412-900-2522
Email: David.purvis@Dezurik.com



QUOTATION		
DATE	NUMBER	PAGE
1/04/2023		1 of 1

B WYO200
I CITY OF WYOMING
L 1155 28TH ST.
T WYOMING, MI 49509-0905
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____

ATTENTION:
BOB VENEKLASEN 616-738-4957 VENEKLASENR@WYOMINGMI.GOV

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	CITY OF WYOMING, DEZURIK BALL VALVES, WATER	TJC/BMD	FREIGHT ALLOWED

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
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4.00 DEZURIK BALL VALVES
30" BALL VALVES WITH FLANGED END CONNECTIONS, DUCTILE IRON BODY, WORKING PRESSURE OF 250PSI, MONEL SEAT RING, DUCTILE IRON BALL, STAINLESS STEEL SHAFT, SINGLE SEATED, BALL SEAT MATERIAL 316SS, NSF 61 DEZURIK EPOXY COATING (8 MILS) AND ROTORK ELECTRIC MOTOR OPERATORS.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$649,967.00 FOR (4) VALVES

NOTE:

- 1) VALVES DO NOT MEET AIS OR BUY AMERICAN REQUIREMENTS.
- 2) QUOTE INCLUDES DEZURIK FIELD SERVICE TO INSTALL ACTUATORS: (2) TRIPS, (2) ACTUATORS PER TRIP.
- 3) VALVES INCLUDE SPECIFIED WARRANTY.

WE DO NOT INCLUDE: INSTALLATION, SITE WORK, CONCRETE, ANCHOR BOLTS, PIPING, PUMPS, EXTENSIONS, HARDWARE, CONTROLS, SCADA, COVER, CONDUIT, WIRING, JUNCTION BOXES, PADLOCKS, KEYS OR START-UP UNLESS LISTED ABOVE.

DELIVERY: 42 WEEKS AFTER APPROVED SUBMITTALS.

THANK YOU FOR THE OPPORTUNITY TO QUOTE OUR EQUIPMENT.

SINCERELY,

TRAVIS COLE / BRYAN DAVIDSON

<p>This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.</p> <p>CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL</p>	<p>TOTAL: \$649,967.00</p>
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DeZURIK Quotation



To: USA
Invoice Terms: Net 30 Days
Days Valid: 0
Shipping Point:
Delivery Notes:

Date of Quote: 01-03-2023
Quote Number: 264338-01
Project Name: Wyoming Ball Valves
I.D. (Rep. Use):
Line of Business: 4941 - Municipal Water Treatment
Make Order To: DeZURIK, Inc.
 C/O
 USA

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.

UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1		4	VBL,30,SS,F1,DI,250,ML-DIS5-S2,SH,FR*X Modified VBL: Style - AWWA Metal Seated Ball Valve 30: Size - 30 Inch (750mm) SS: Body Style - Single Seated F1: End Connection - Flanged; ASME Class 125/150 DI: Body Material - Ductile Iron 250: Working Pressure - Class 250 PSI ML: Body/Adaptor Seat Ring - Monel DIS5: Shaft - Ductile Iron Ball and 17-4PH Stainless Steel S2: Ball Seat Material - 316 Stainless Steel SH: Shut Off Setting - ****Specify Seat Shut-Off pressure setting for actual operating conditions as 2nd line info. To be set after final shop test **** FR: - ****Specify Flow Velocity in feet per second as 2nd line info on the order**** Coating or Paint: S30SC0 - 8 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep X: Actuator Type - IQD20 FA14 B4 [IP68] 110/DC 48RPM + IW10R/FA40/1816:1	\$154,114.00	\$616,456.00
2		1	3 Year Extended Warranty	\$20,511.00	\$20,511.00
3		2	DeZurik Field Service to install actuators. \$6,500 per trip.	\$6,500.00	\$13,000.00
Total					\$649,967.00

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. **PRICES:** Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. **TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturers' warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. **INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. **EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. **GENERAL COMPLIANCE WITH LAWS:** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. **INDEMNIFICATION BY YOU:** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. **PROPRIETARY INFORMATION:** All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order. .

16. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. **NO OTHER CONTRACT PROVISIONS; OTHER:** These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver or diminish our rights to require strict performance of such provision or These Terms.

ADDENDUM TO PURCHASE ORDER

This Addendum to P.O. ("Addendum") is entered into January 4, 2023, between DeZURIK, Inc. ("Supplier") and City of Wyoming, Michigan ("City"). This Addendum modifies and supplements the purchase order number _____. (Project: Wyoming WTP HSP Discharge Valves)

The terms and conditions of this Addendum supersede any inconsistent terms and conditions contained in the purchase order specified above or any other related documents of either party.

Payment Terms: Progress payment shall be made to Supplier Net 30 days from Supplier's shipment/invoice date for the Payment Milestones defined below. City agrees payment terms shall apply for each shipment of product or provision of service related to the unit pricing in the Purchase Order Scope of Work.

- 10% Upon acceptance of final proposal and approval of submittals
- 85% upon delivery of the valve(s)
- 5% upon substantial completion, however not to exceed June 1, 2024.

Assignment/Transfer: Supplier agrees to accept assignment/transfer of the agreement to Contractor based upon the following conditions. Upon assignment/transfer of the agreement from the City to Contractor a new Purchase Order will be issued between Contractor and Supplier with the same terms and conditions as mutually agreed between the City and Supplier for the portion of the contract to be assigned/transferred to Contractor. Pricing of the material(s) in aggregate provided under this contract shall remain firm for the material(s) included on the original quotation when assigned/transferred to Contractor. Contractor shall be required to provide City a performance bond for the value of the contract assigned/transferred and a copy of such bond provided to Supplier for their records.

Delivery: Schedule for delivery shall be mutually agreed and coordinated with Contractor. Supplier shall not be liable for delays in delivery or other performance due to causes beyond its reasonable control. Supplier shall use reasonable commercial efforts to ensure on time delivery schedule.

Estimated manufacturing lead time after written release to production by City or Contractor is 42 weeks. Manufacturing lead time does not include transit lead time. Liquidated damages from Article 5.04 due to delay in delivery shall only be assessed to Seller if shipment of valves occurs more than four (4) weeks after the estimated manufacturing lead time. Liquidated Damages shall not exceed 10% of the purchase order value.

Warranty: Supplier's standard warranty shall apply and be extended. Warranty period shall be three (3) years from Substantial Completion of the Project, however not to exceed forty-two (42) months from shipment.

Limitations of Liability: Neither party shall be liable to the other party for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of use, under, arising from, or relating to this Purchase Order. Notwithstanding anything herein or elsewhere to the contrary under this contract, Supplier's liability to City for claims for any loss arising out of Supplier's performance of or failure to perform this order shall not exceed the amount paid by City to Supplier under this contract.

City of Wyoming, Michigan

DeZURIK, Inc.

By: _____

By: _____

Print: _____

Name: Bryan M. Burns

Title: _____

Title: CEO & President



Submittal Data Sheet

Date: 01/03/2023

USA

QUOTE NUMBER 264338-01
REV

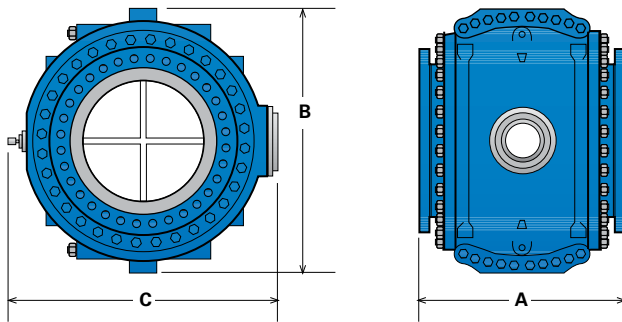
PROJ. Wyoming Ball Valves

Fact. ITEM	Cust. ITEM	QTY	DESCRIPTION
1		4	VBL,30,SS,F1,DI,250,ML-DIS5-S2,SH,FR*X Modified

Style	VBL	AWWA Metal Seated Ball Valve
Size	30	30 Inch (750mm)
Body Style	SS	Single Seated
End Connection	F1	Flanged; ASME Class 125/150
Body Material	DI	Ductile Iron
Working Pressure	250	Class 250 PSI
Body/Adaptor Seat Ring	ML	Monel
Shaft	DIS5	Ductile Iron Ball and 17-4PH Stainless Steel Shaft
Ball Seat Material	S2	316 Stainless Steel
Shut Off Setting	SH	****Specify Seat Shut-Off pressure setting for actual operating conditions as 2nd line info. To be set after final shop test ****
	FR	****Specify Flow Velocity in feet per second as 2nd line info on the order****
Coating or Paint	S30SC0	8 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep
Actuator Type	X	Actuator Type - IQD20 FA14 B4 [IP68] 110/DC 48RPM + IW10R/FA40/1816:1

Dimensions

Basic Valve



Note: All dimensions for Class 250 Valves also apply to Class 300 Valves.

Contact DeZURIK for actuator dimensions.

Valve Size	A (Length)		B (Height)		C (Width)		Weight (Approx. lbs/kg)	
	125#	250#	125#	250#	125#	250#	125#	250#
6" 150	14 356	14.9 378	14 356	14 356	15.1 384	15.1 384	382 173	422 191
8" 200	15 381	15.3 387	17.5 445	17.5 445	19.1 486	19.1 486	432 196	492 223
10" 250	18.5 470	20.1 511	22.3 565	22.3 565	21.5 546	21.5 546	812 368	802 364
12" 300	19.5 495	21.4 543	26 660	26 660	23.1 587	23.1 587	982 445	1012 459
14" 350	22.1 562	26.5 673	29.5 749	29.5 749	28.3 718	28.3 718	1432 650	1502 681
16" 400	25 635	27 686	31.3 794	31.3 794	29.3 743	29.3 743	1882 854	2082 944
18" 450	28.5 724	31 787	38.5 978	38.5 978	37 940	37 940	2273 1031	2404 1090
20" 500	30 762	34 864	38.5 978	38.5 978	37 940	37 940	2973 1349	2944 1335
24" 600	35.4 899	39.1 994	46 1168	46 1168	41.9 1064	41.9 1064	4124 1871	6227 2825
30" 750	44.3 1124	47.3 1200	57.5 1461	57.5 1461	53 1346	53 1346	7227 3278	10506 4765
36" 900	53 1346	55 1397	67 1702	67 1702	59.9 1521	59.9 1521	11227 5092	15556 7056
42" 1100	59.5 1511	63 1600	78 1981	78 1981	68.8 1746	68.8 1746	15076 6838	18850 8550
48" 1200	72 1829	74.5 1892	89.5 2273	89.5 2273	94.6 2403	94.6 2403	15125 6861	24250 11000
54 & 60" 1400 & 1500	Contact DeZURIK							

Inch
Millimeter

Sales and Service

For information about our worldwide locations, approvals, certifications and local representative:

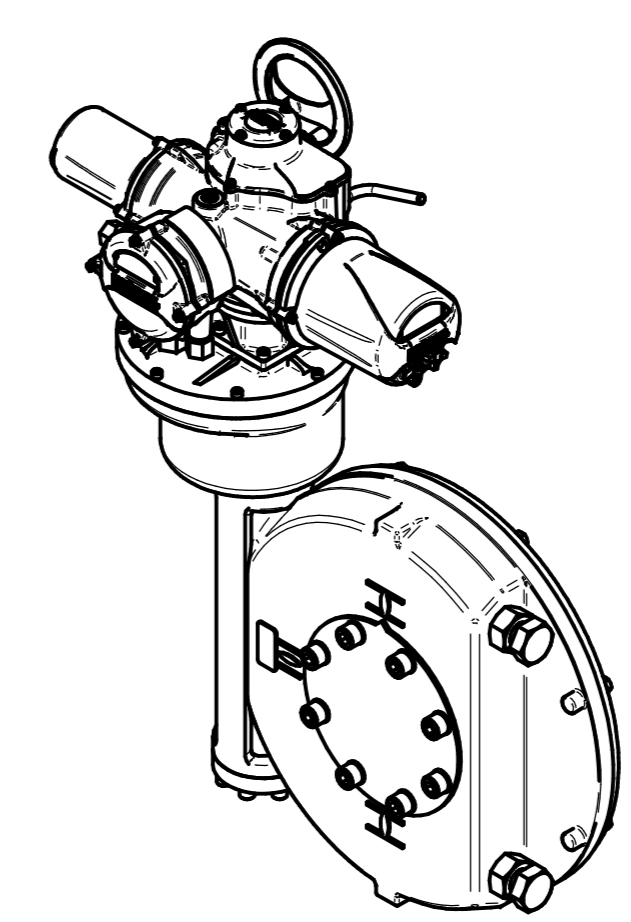
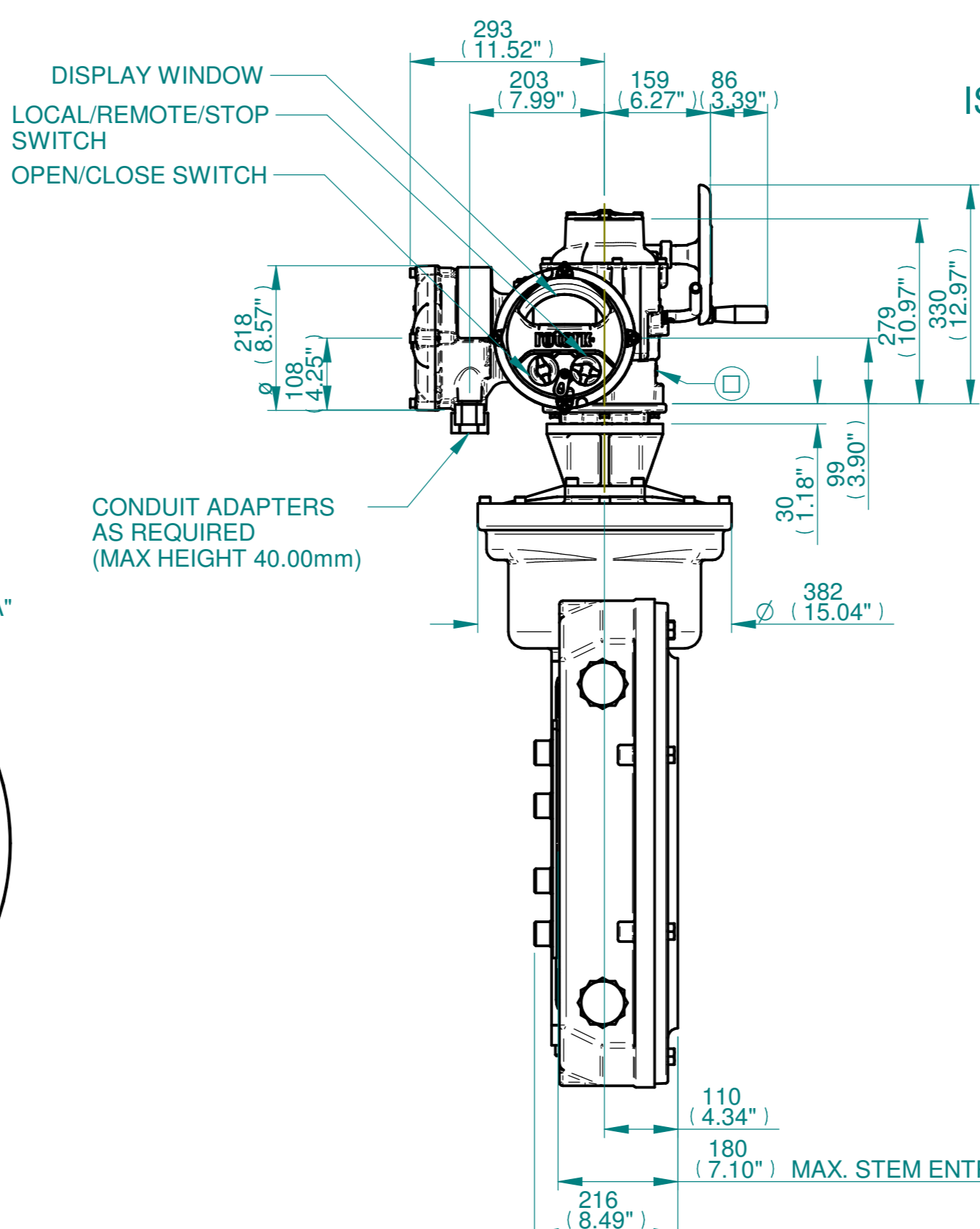
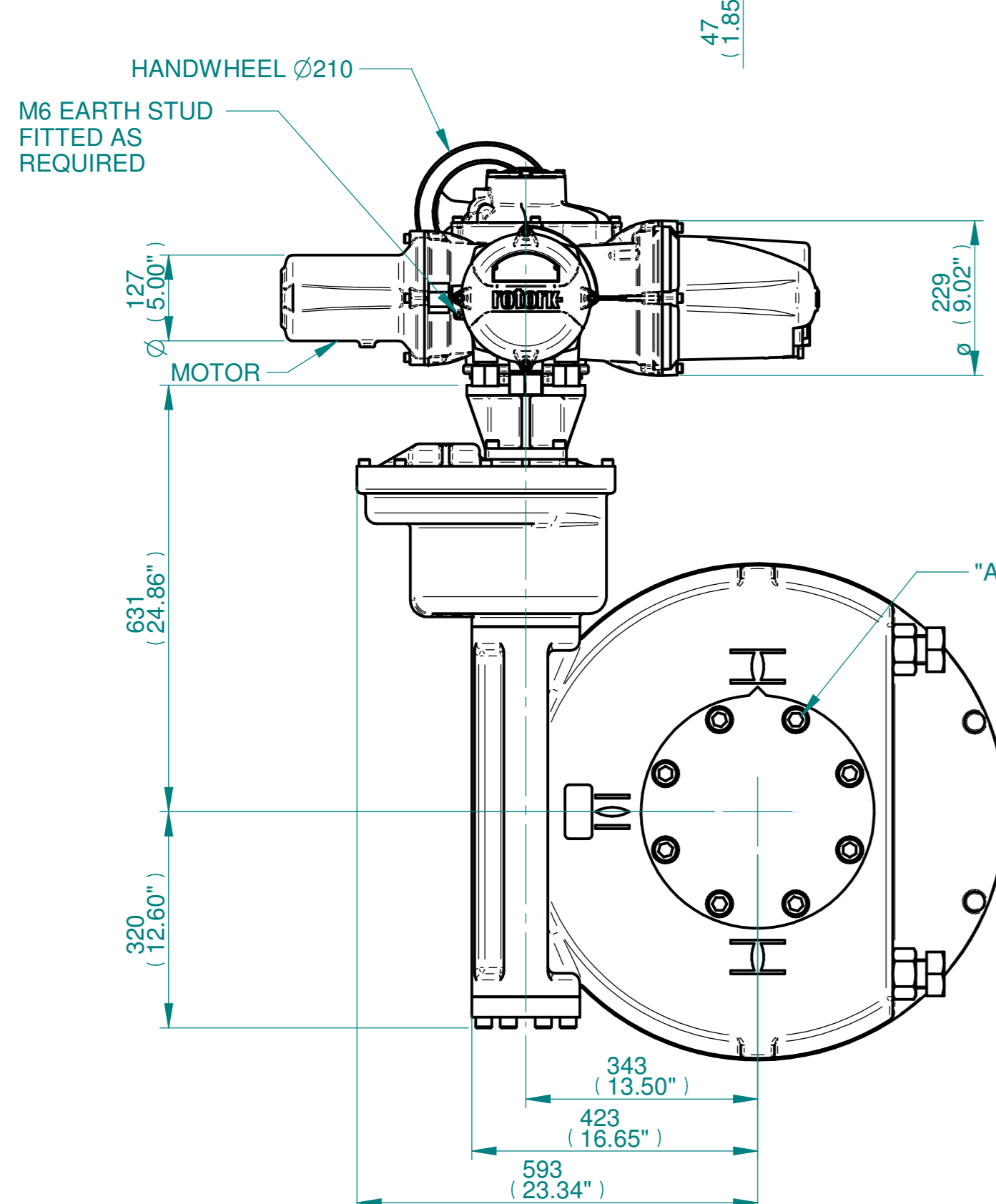
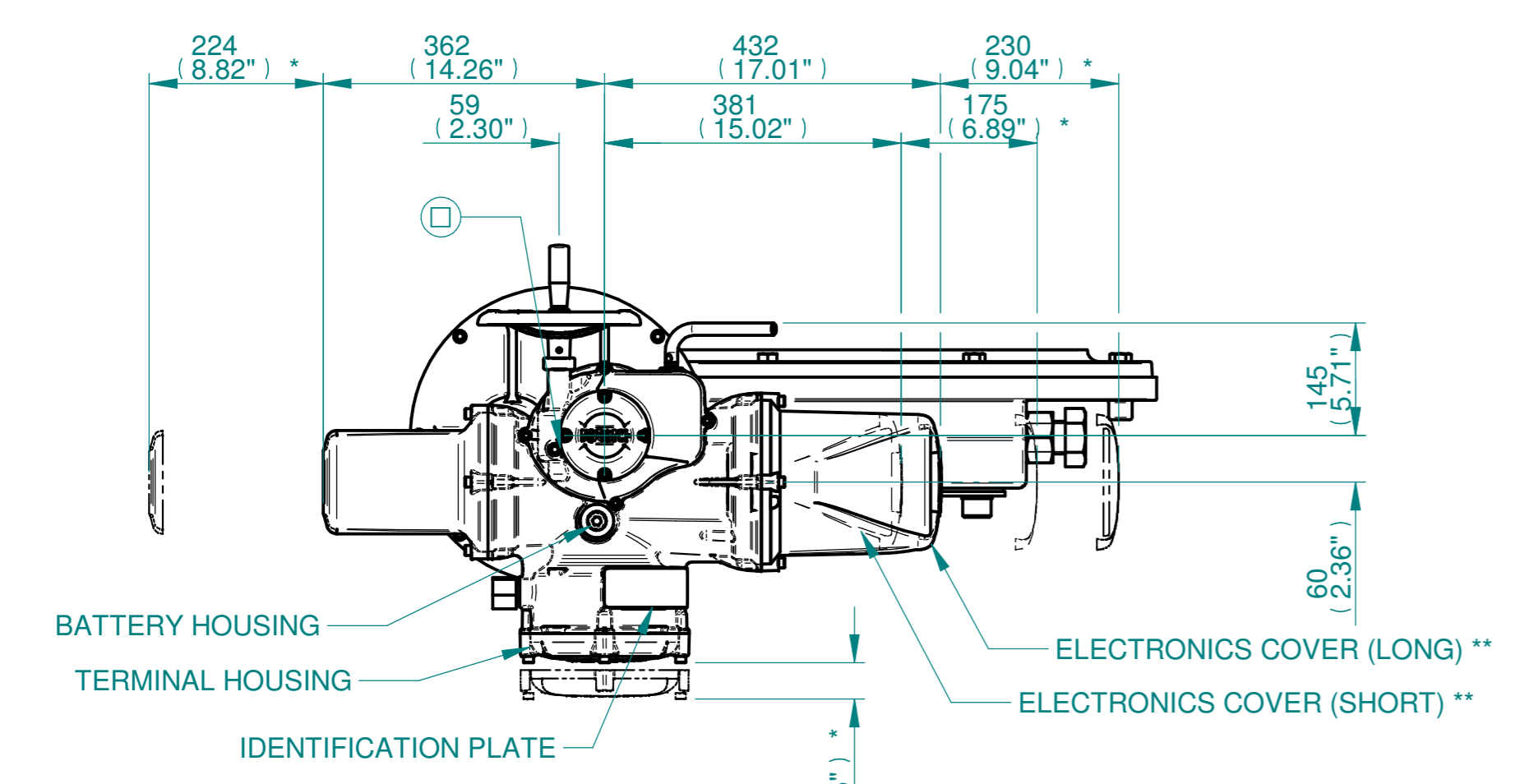
Web Site: www.dezurik.com E-Mail: info@dezurik.com



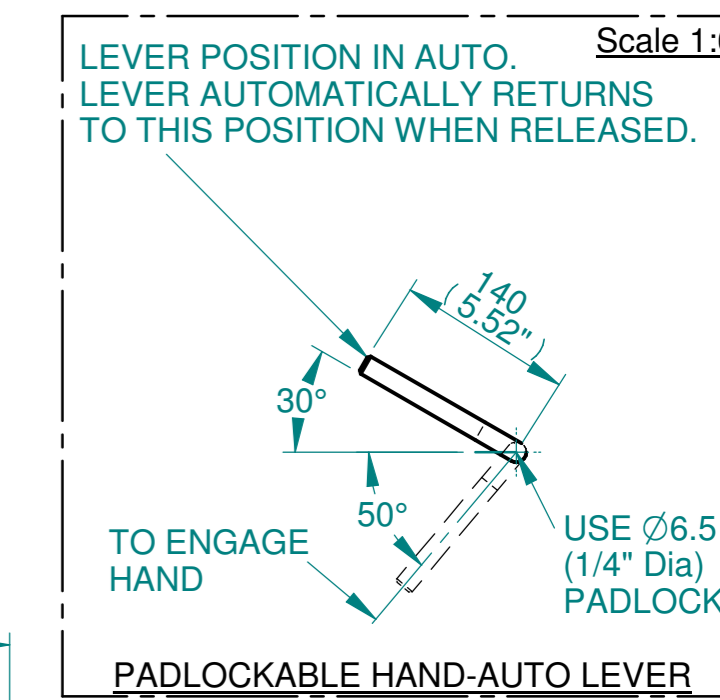
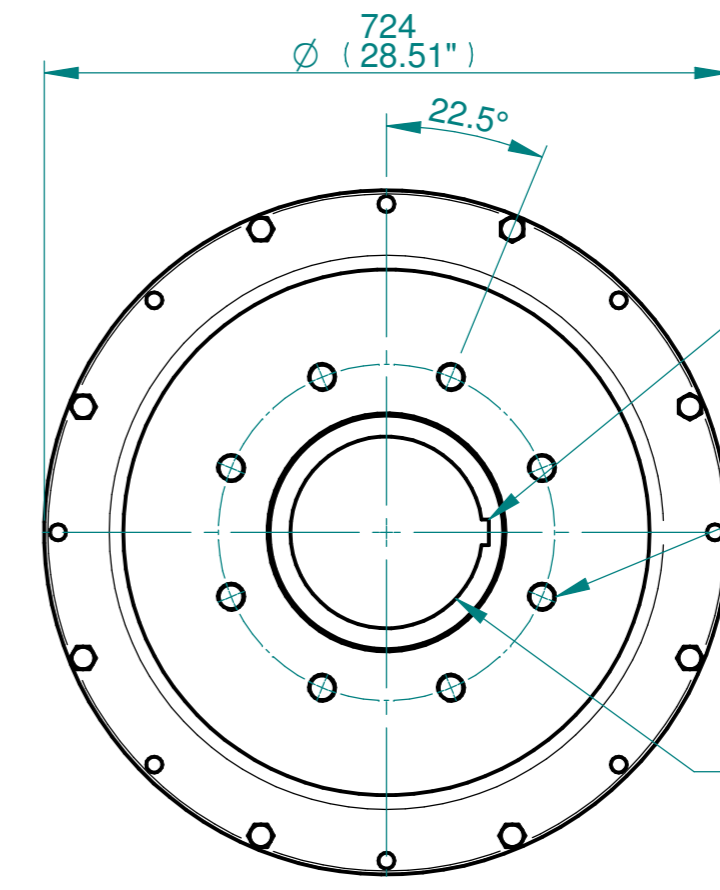
250 Riverside Ave. N. Sartell, Minnesota 56377 • Phone: 320-259-2000 • Fax: 320-259-2227

DeZURIK, Inc. reserves the right to incorporate our latest design and material changes without notice or obligation. Design features, materials of construction and dimensional data, as described in this bulletin, are provided for your information only and should not be relied upon unless confirmed in writing by DeZURIK, Inc. Certified drawings are available upon request.

H
G
F
E
D
C
B
A



ISOMETRIC VIEW (SCALE 1:12)



N.B. KEYWAY POS. CAN BE MOVED IN 45° STEPS BY REMOVING 8 SCREWS MARKED "A" AND ROTATING OUTPUT SLEEVE

SEE GEARBOX OUTPUT FLANGE OPTIONS TABLE

SEE MAXIMUM BORE & KEY TABLE

NOTES:
 :DIMENSIONS WITH *** INDICATE COVER REMOVAL ALLOWANCE
 :ELECTRONICS COVER OPTION ***** WILL VARY DEPENDING ON CONFIGURATION
 :NETT WEIGHT = 460kg/1014lbs
 : = OIL FILLER/DRAIN PLUG
 :THE INTERFACE PROVIDED FOR MOUNTING THE ACTUATOR OR SECOND STAGE GEARBOX ONTO THE VALVE SHOULD CONFORM TO GOOD ENGINEERING PRACTICES, ENSURING ADEQUATELY TOLERANCED LIMITS FOR PARALLELISM, PERPENDICULARITY AND CONCENTRICITY.
 :ROTORK CANNOT BE HELD LIABLE FOR DAMAGE TO OUR EQUIPMENT CAUSED BY EXCESSIVE LOADING FROM COVER TUBES. (SEE ALSO PUB000-123)

CONDUIT ENTRIES

	Hole 1	Hole 2	Hole 3	Hole 4
Size	As Required	As Required	As Required	As Required
Plugged	As Required	As Required	As Required	As Required
Gland	As Required	As Required	As Required	As Required

3D Models are available in various formats under the same drawing number



Actuator Size: IQ 20/25 IW10,106R/MOW10R
 Title IQ20/25, SIDE HANDWHEEL, IW10R / IW106R / MOW10R, F/FA35,40 & 48, Ratios 180 - 3700:1 Installation Details
 Drawn TED Checked NJC Date 22-AUG-14
 Ref SALES Project Ref QUOTATION

Designation	Gearbox output flange options								Maximum Bore & Key		
	F35	F40	F48	-	FA35	FA40	FA48	-	Key form	Ø Bore	Key size
No. Holes	8	8	12 NOT SHOWN	-	8	8	12 NOT SHOWN	-	Rectangle (BS4235)	203	50 X 28
Hole size	M30	M36	M36	-	1" UNC	1-1/4" UNC	1-1/4" UNC	-	Rectangle (ANSI B17.1)	7-5/8"	2 X 1-1/2"
PCD	356	406	483	-	14"	16"	19"	-	Square (ANSI B17.1)	7-3/8"	1-3/4" SQ

Issue	Description
4	OUTPUT FLANGE CHANGE

Scale: 1:8 THIRD ANGLE PROJECTION

Ref	Drawing Number	Issue No	Sheet No
A2	I12SHWIW10RSTD	4	1 of 1

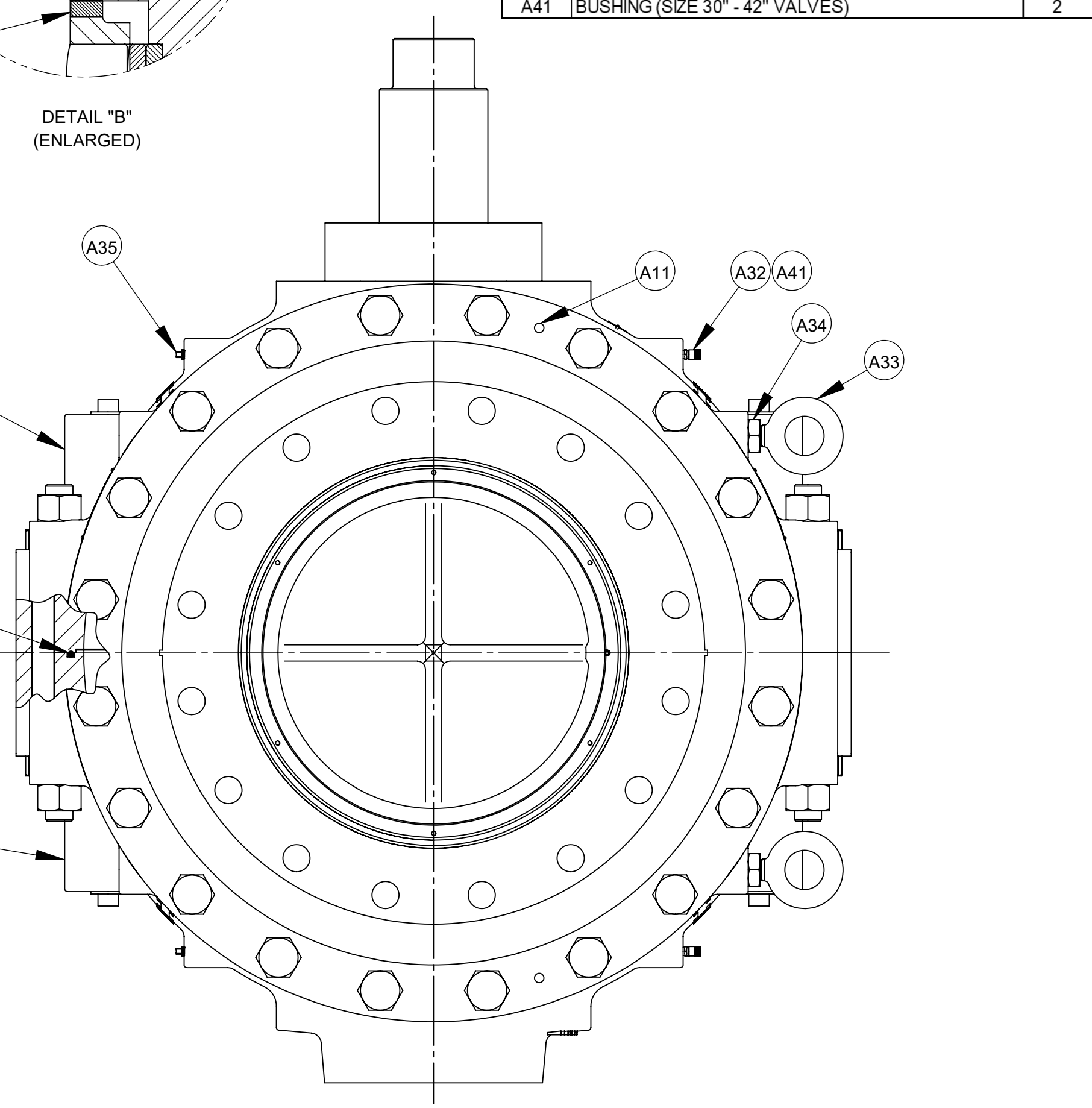
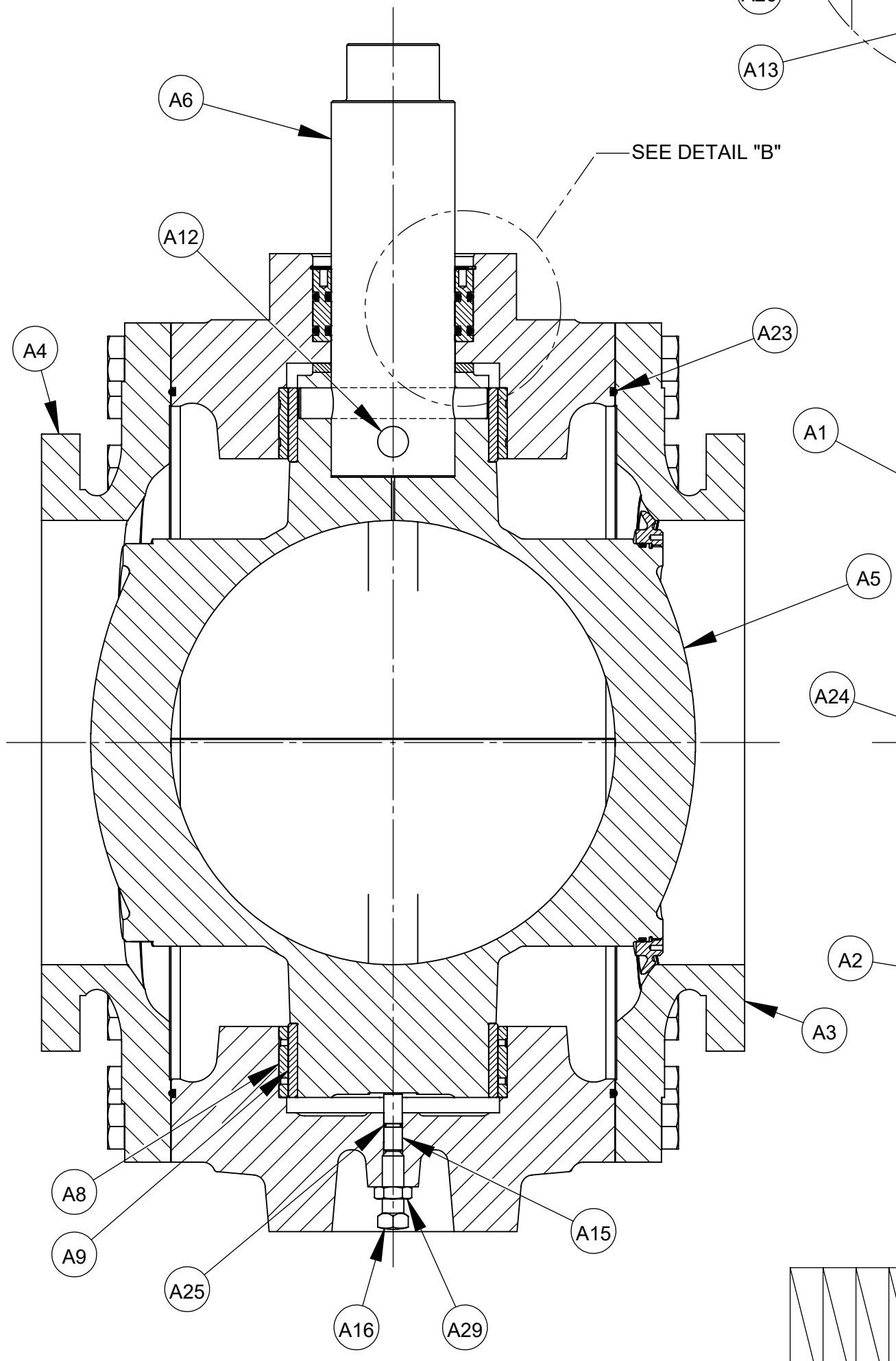
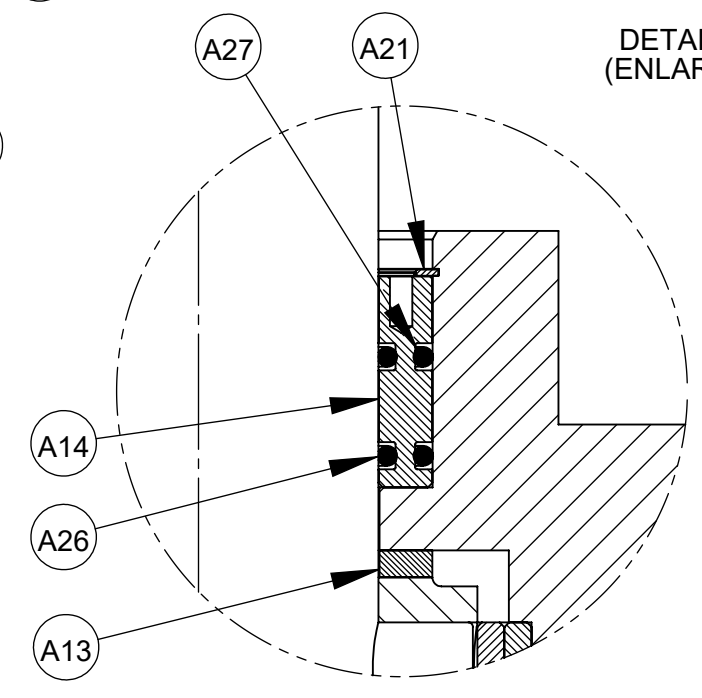
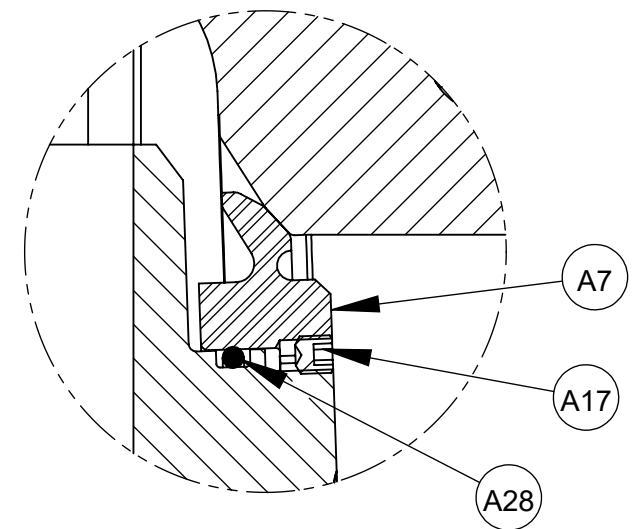
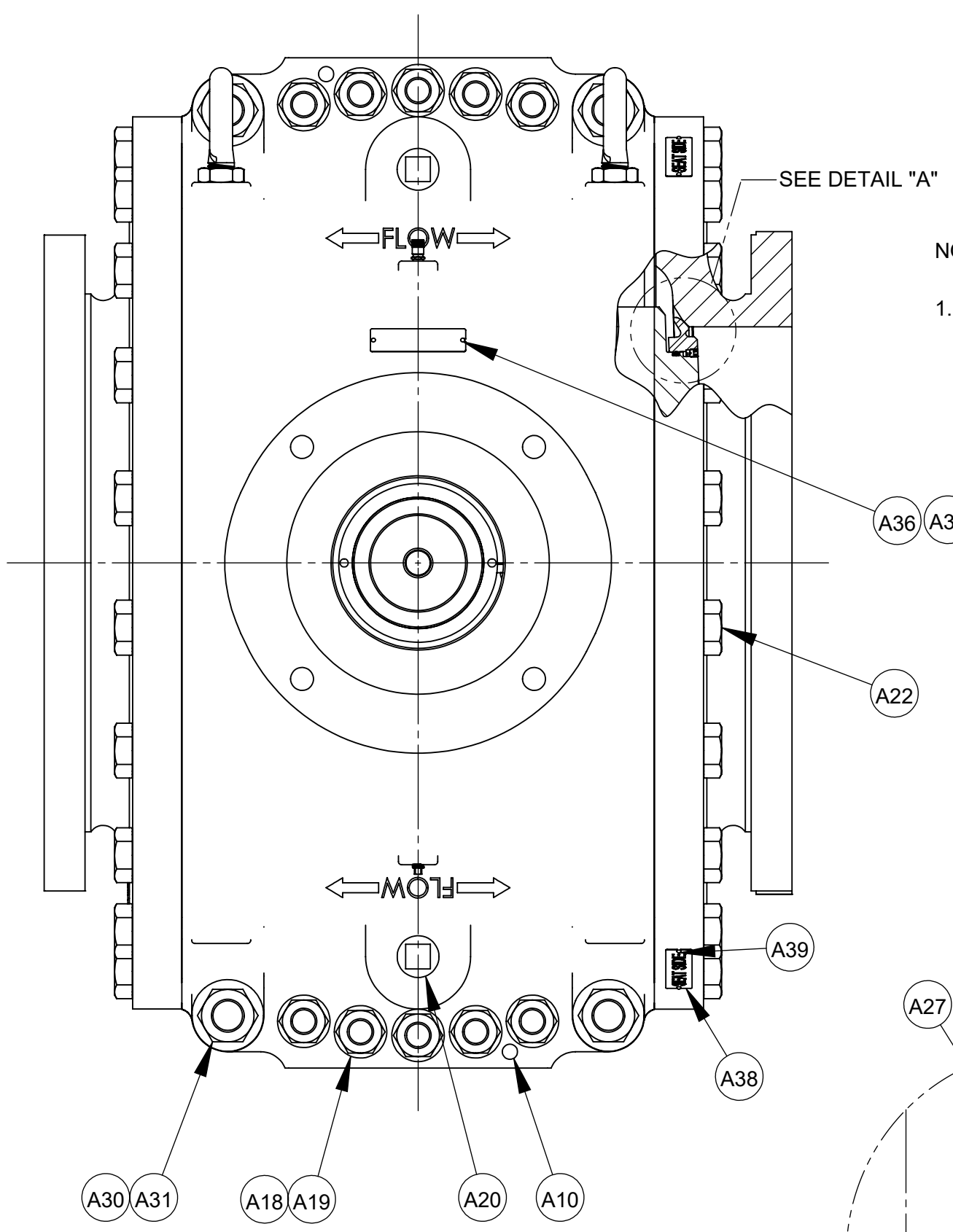
1 2 3 4 5 6 7 8 9 10 11 12

NO	PART NAME	QTY
A1	BODY HALF (OPERATOR END)	1
A2	BODY HALF (TRUNNION END)	1
A3	ADAPTOR (WITH SEAT)	1
A4	ADAPTOR (WITHOUT SEAT)	1
A5	BALL	1
A6	SHAFT	1
A7	SEAT RING	1
A8	BODY BUSHING	2

NO	PART NAME	QTY
A9	BALL JOURNAL	2
A10	TAPER PIN	2
A11	DOWEL PIN	2
A12	DOWEL PIN (SIZES 10" - 18")(SIZES 20" - 42", CL150)	1
A12	DOWEL PIN (SIZES 20" - 42", CL250)	2
A13	THRUST WASHER	1
A14	O-RING RETAINER	1
A15	THRUST PIN	1
A16	SET SCREW	1
A17	SET SCREW	1
A18	STUD (SIZE 10" VALVE)	6
A18	STUD (SIZE 12" - 16" VALVES)	8
A18	STUD (SIZE 18" - 24" VALVES)	10
A18	STUD (SIZE 30" VALVE)	14
A18	STUD (SIZE 36" VALVE)	16
A18	STUD (SIZE 42" VALVE)	20
A19	NUT (SIZE 10" VALVE)	12
A19	NUT (SIZE 12" VALVE)	16
A19	NUT (SIZE 14" & 16" VALVES)	24
A19	NUT (SIZE 18" - 24" VALVES)	20
A19	NUT (SIZE 30" VALVE)	28
A19	NUT (SIZE 36" VALVE)	32
A19	NUT (SIZE 42" VALVE)	40
A20	PIPE PLUG	4
A21	RETAINING RING	1
A22	SCREW (SIZE 10" & 12" VALVES)	24
A22	SCREW (SIZE 14" VALVE)	28
A22	SCREW (SIZE 16" VALVE)	32
A22	SCREW (SIZE 18" - 24" VALVES)	40
A22	SCREW (SIZE 30" VALVE)	56
A22	SCREW (SIZE 36" VALVE)	64
A22	SCREW (SIZE 42" VALVE)	72
A23	O-RING (ADAPTOR)	2
A24	O-RING (BODY HALF)	2
A25	O-RING (THRUST PIN)	1
A26	O-RING (O-RING RETAINER, INSIDE)	2
A27	O-RING (O-RING RETAINER, OUTSIDE)	2
A28	O-RING (SEAT RING)	1
A29	JAM NUT	1
A30	STUD (SIZE 14" - 42" VALVES)	4
A31	NUT (SIZE 18" - 42" VALVES)	8
A32	LUBE FITTING (14" - 42" VALVES)	2
A33	EYE BOLT (12" - 42" VALVES)	4
A34	JAM NUT (12" - 42" VALVES)	4
A35	PIPE PLUG (14" AND LARGER)	2
A36	DATA PLATE	1
A37	DRIVE SCREW	2
A38	SEAT SIDE TAG	2
A39	DRIVE SCREW	4
A41	BUSHING (SIZE 30" - 42" VALVES)	2

NOTES:

1. WHEN ORDERING PARTS, INCLUDE VALVE SIZE AND PART NUMBER FROM DATA PLATE. ALSO INCLUDE THIS DRAWING NUMBER WITH PART NAME, NUMBER AND QUANTITY.



62889	2/10/15
62895	1/6/15

DeZURIK
Sartell, MN USA 56377
www.dezurik.com

VBL AWWA METAL SEATED BALL VALVE ASSEMBLY
SIZES 10" - 42", CLASS 150, SINGLE SEAT

DOCT. CODE	DRAWN	APPROVED
C1	RDD	JRA
CHECKED	DATE	
RDD	10/28/14	

A60302



MATERIALS OF CONSTRUCTION

DRAWING(S): A60306

DESCRIPTION: VBL,30,SS,F1,DI,250,ML-DIS5-S2,SH,FR*X

ITEM	MATERIAL
A01	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A02	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A03	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A04	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A05	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A06	STAINLESS STEEL, TYPE 630 (17-4PH), ASTM A564, H1025, USA MILL
A07	STAINLESS STEEL, TYPE 316, ASTM A240/A276, USA MILL
A08	ALUMINUM BRONZE, ASTM B148/B271/B505, ALLOY C95400, ANNEALED
A09	BRONZE, ASTM B61, B271 OR B584, C92200
A10	STEEL
A11	CARBON OR ALLOY STEEL, HEAT TREATED
A12	CARBON STEEL, ASTM A311, GRADE 1144, STRESSPROOF, CLASS B, GROUND & POLISHED
A13	BRONZE, ASTM B61, B271 OR B584, C92200
A14	BRONZE, ASTM B61, B271 OR B584, C92200
A15	ALUMINUM BRONZE, ASTM B150, C62400
A16	CARBON STEEL, ZINC PLATED
A17	STAINLESS STEEL, TYPE 18-8
A18	ALLOY STEEL, ASTM A-193, GRADE B7
A19	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A20	STEEL, GALVANIZED
A21	STAINLESS STEEL, TYPE 302
A22	ALLOY STEEL, ASTM A-193, GRADE B7
A23	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A24	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A25	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A26	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A27	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A28	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A29	CARBON STEEL, ZINC PLATED
A30	ALLOY STEEL, ASTM A-193, GRADE B7
A31	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A32	STEEL
A33	CARBON STEEL
A34	CARBON STEEL, ZINC PLATED
A35	STAINLESS STEEL, TYPE 316
A36	STAINLESS STEEL, TYPE 316
A37	STAINLESS STEEL, TYPE 18-8
A38	STAINLESS STEEL, TYPE 316
A39	STAINLESS STEEL, TYPE 18-8
A40	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A41	STAINLESS STEEL, TYPE 316



Production testing consists of a body hydrostatic test, a ball and seat hydrostatic test, a hydrostatic operational and seat leakage test.

BODY HYDROSTATIC TEST

Test is conducted with ball in the open position, per the chart below.

Valve Size	Pressure (psi)			Minimum Duration (minutes)
	Class 150	Class 250	Class 300	
6" & 8"	300	500	600	1
10-20"				3
24" & larger				10

*DURATION PER 15110-2.04.11

BALL AND SEAT HYDROSTATIC TEST

Test is conducted with ball in the closed position, per the chart below. Single-seated valves are tested with pressure applied to the side opposite the seat end of the valve. Double-seated valves are tested in both directions.

Valve Size	Pressure (psi)			Minimum Duration (minutes)
	Class 150	Class 250	Class 300	
6" & 8"	225	375	450	1
10-20"				3
24" & larger				10

*DURATION PER 15110-2.04.11

OPERATIONAL TEST AND SEAT LEAKAGE

Operational Test

Test is conducted with the actuator mounted and adjusted. Test is conducted with the ball closed and pressure applied to the side opposite the seat on single-seated valves; double seated valves are tested in both directions. Valves are tested per the customer specified Operating Differential Pressure (2nd Line Info on the order). Valve is cycled three times to verify functionality. If the valve is manually actuated, maximum actuator input torque must not exceed 200 lb (pull) for Handwheel and Chainwheel actuators; and 300 ft-lb (torque) for Operating Nut input.

Seat Leakage Test

Under the same conditions used for the Operational Test and after the third operational test, the valve is tested for maximum allowable leak rate per the following chart. The leak rates allowable by the AWWA C507 standard vary by the percentage from the differential pressure. Because the seat is pressure-assisted, the VBL leaks less at higher pressures than it does at lower pressures so there are two columns for allowable leak rate: Higher pressures (50% through 100% differential pressure range) Lower Pressures (25% through 49% differential pressure range).

	Higher Pressures (50-100% differential pressure range)			Lower Pressures (25-49% differential pressure range)	
Valve Size	* Max Allowable Leakage/Total Time (cc)	* Max Allowable Leakage/Total Time (Fluid Oz)	Minimum Duration (minutes)	** Max Allowable Leakage/Total Time (cc)	** Max Allowable Leakage/Total Time (Fluid Oz)
6"	89	3	5	266	9
8"	118	4		355	12
10"	148	5		444	15
12"	177	6		532	18
14"	207	7		621	21
16"	237	8		710	24
18"	266	9		798	27
20"	296	10		887	30
24"	710	24	10	2129	72
30"	887	30		2662	90
36"	1065	36		3194	108
42"	1242	42		3726	126
48"	1419	48		4259	144
54"	1597	54		4791	162
60"	1774	60		5323	180
* Leak rate per AWWA C507 (6 fl oz/hr/in) of nominal port diameter over a 50% thru 100% differential pressure range.					
** Leak rate per AWWA C507 (18 fl oz/hr/in) of nominal port diameter over a 25% thru 49% differential pressure range.					
NOTE: For differential pressures less than or equal to 10psi, and for pressures less than 25% of any differential pressure, higher leakage rates are allowable.					



250 Riverside Ave N 320-259-2000 p
Sartell, MN 56377 USA 320-259-2227 f

January 4, 2023

REPRESENTATIVE: Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, Michigan 48393

CUSTOMER: Donald K. Shine WTP
High Service Pump Nos. 7, 8, 9 & 10
Discharge Valve Replacement
Contract No. 200-12757-22001

Certificate of Conformance

CUSTOMER PURCHASE ORDER: TBD
CLIENT/PROJECT NAME: Wyoming WTP HSP 7-10 Discharge Valves
ITEM: 30" VBL Metal Seated Ball Valves
DEZURIK QUOTE NO.: 264338-01
DEZURIK SALES ORDER: TBD

DeZURIK APCO Hilton certifies that the equipment and/or products provided are in accordance with the Purchase Order, except for deviations which were specially identified, reviewed and agreed upon by all parties.

Dillon Cariveau
Project Sales Specialist

info@dezurik.com
www.dezurik.com

Source (Factory) Quality Control Test Results

At this given time all factory test results and material certificates cannot be provided for they are not available. Once all items have been assembled and tested, a complete factory test results package will be sent.

Ball Valve Actuator Sizing Work Sheet Unseat Condition

Inputs highlighted in Light Blue

Application Inputs Required to Size Actuator

30	Valve Size (in.)
185	Maximum Differential Pressure (P.S.I.) (75-300)
250	AWWA Pressure Class (150, 250, 300)
150	ANSI Flange Class (125, 150, 250, 300)
1	# of Seats
16	Maximum Velocity Through Valve (Open Position 0-35 Ft/sec.)
Above Ground	Buried or above Ground Service (if sizing for Rotork)

Valve Information

378695	Unseat Torque Required (in.*lbs.)
31558	Unseat Torque Required (ft.*lbs.)
7.5	Shaft Size (in.)

Sizing Data (Motor or Manual) Rotork Gear Unit

378695	Valve Unseat Torque Required (in.*lbs.)
31558	Valve Unseat Torque Required (ft.*lbs.)
7.5	Valve Shaft Size (in.)
IQD20 / IW10	Rotork Gear unit recommended
7.626	Max Bore Size of Rotork (in.)
45803	Max Output of Gear unit (ft.*lbs.)
1.45	Safety Factor of Max of Gear Unit to Torque Required



January 25, 2023

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Utility Maintenance Manager
2350 Ivanrest
Wyoming, Michigan 49418

**Re: WTP High Service Pump 7 – 10 Discharge Valve Replacement
Contract 200-12757-22001
Recommendation of Award**

Dear Mr. Kleinheksel:

On behalf of the City of Wyoming, bids were requested from equipment suppliers for valve and actuator materials to be installed in the Water Treatment Plant High Service Pump 7 – 10 Discharge Valve Replacement project. The project includes the replacement of four existing 30-inch ball valves and electric actuators at the City's WTP.

Bids from three suppliers were received on January 4, 2023:

<u>Contractor</u>	<u>Base Bid</u>
Hesco / Ross Valve Mfg. Co., Inc.	\$1,115,589.20
Kennedy Industries / DeZurik	\$636,967.00*
Peterson and Matz, Inc. / Pratt	\$487,676.00

* Excluding optional field services scope, not requested

All bids were reviewed and interviews were conducted with the two lowest bidders. Bids were evaluated based on conformance with material specifications, delivery schedule, past experience with the City, and cost.

The City is experiencing a significant delay (approximately 12-months) in receipt of a similar scope of supply from Pratt for its current Water Treatment plant Discharge Piping Improvements (Yard Piping) project. At the time of submitting its Bid, Pratt had not received approval from their engineering department regarding the required factory assembly, disassembly, and re-assembly of actuators in the field. Pratt submitted supplemental information on January 17, 2023 confirming the required sequencing could be met, but with special provisions to be supported by the installing contractor. Further, Pratt's bid lists several exceptions to the Bidding Documents. Exceptions are related to the payment schedule and liquidated damages. The exception to liquidated damages is of significant concern due to the City's scheduling requirements and the financial consequence of delaying installation until the subsequent winter season.

The January 4, 2023 Bid by Kennedy Industries / DeZurik applied several conditions of the Bidding Documents, which were discussed at the interview. Items requiring clarification or amendment were addressed by DeZurik in a bid amendment, received January 24, 2023. We have reviewed their January 24, 2023 bid amendment and have confirmed the bid is responsive to the requirements of the bidding documents. The City has historical success with DeZurik, having 42-inch diameter valves in place since the 1960s. More recently, Kennedy Industries and DeZurik proved their responsiveness and commitment to the City by promptly addressing valve settings at the WTP. We believe Kennedy Industries / DeZurik have the capabilities to supply the materials in conformance with the bidding documents and meet

Tetra Tech

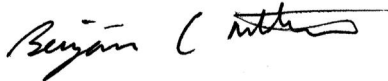
3497 Coolidge Road, East Lansing, MI 48823
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

Mr. Dan Kleinheksel
WTP High Service Pump 7 – 10 Discharge Valve Replacement
Recommendation of Award
January 25, 2023
Page 2

the City's schedule. Therefore, we recommend that the City award the project to Kennedy Industries / DeZurik, for the quoted Bid amount of \$636,967.00, excluding the optional Line #3 DeZurik Field Service to install actuators, which was not requested in the Bidding Documents and is not required.

We look forward to assisting the City with design and construction phase engineering services to support implementing the High Service Pump 7 – 10 Discharge Valve Replacement project. If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin C. Whitehead". The signature is written in a cursive style with a horizontal line extending from the end.

Benjamin C. Whitehead, P.E.
Project Manager

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM UNDERWATER CONSTRUCTION CORPORATION FOR UNDERWATER INTAKE INSPECTION AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Underwater Construction Corporation for underwater inspection of the Water Treatment Plant's 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the total estimated amount of \$29,180.00.
2. It is further recommended the City Council authorize a \$5,000.00 contingency.
3. Funds for the purchase are budgeted in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Underwater Construction Corporation in the total estimated amount of \$29,180.00.
2. The City Council authorizes a \$5,000.00 contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

STAFF REPORT

Date: January 23, 2023
Subject: Intake Inspection
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal from Underwater Construction for underwater inspection of the Water Treatment Plant’s 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the amount of \$29,180.00 with a \$5,000 contingency for a total amount of \$34,180.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

Wyoming’s Water Treatment Plant is supplied with water from Lake Michigan. An intake pipeline extends almost a mile out into the lake and sits on the lake bottom in approximately 50 feet of water. In order to determine the overall condition of the system, annual inspections are conducted of the intake pipe, two terminal structures, two wet wells, and the zebra mussel control chemical line. Since we currently have no redundant intake pipeline, it is imperative an annual inspection occur to ensure the system continues to function as designed.

Therefore, the two regional companies that are qualified to perform this type of work, Solomon Diving and Underwater Construction, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Solomon Diving and Underwater Construction both submitted a proposal and they are as follows:

Solomon Diving	\$31,213.00
Underwater Construction	\$29,180.00

Upon review of the proposals, Underwater Construction was found to meet the requirements presented in the scope of work and was the lowest proposal. Therefore, it is recommended the City Council accept the proposal from Underwater Construction in the amount of \$29,180.00 with a \$5,000 contingency for a total amount of \$34,180.00.

BUDGET IMPACT:

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

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: Underwater Construction Corporation
(Name of contracting entity)
A Connecticut corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4295 N. Roosevelt Road
(Contractor's street address)
Stevensville, MI 49127
(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: February 7, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Underwater Construction Corporation

By: _____
(Signature officer, director or principal of Contractor)
ROBERT E. BRADY
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: JAN 20, 2023

CITY OF
Wyoming
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.
 - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

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

EXHIBIT B



Page No: 1	UCC Proposal L-3170		Date: December 28, 2022
Prepared By: Nick Stathakis	Project Title: Diving Services - City of Wyoming: Intake System Inspections		
Submitted To: Mr. Dan Kleinhekse	Project Location: Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline		
City of Wyoming Water Treatment Plant 16700 New Holland Road Holland, MI 49424	Proposal Basis: *Budgetary Price Based on Rates Below		
Dan Kleinhekse Kleinhekseid@wyomingmi.gov 616.738.4957	Personnel: UCC would provide:		Maximum # of divers in the water at a time:
	Six (6) Person Crew - DIVING (Lake)		One (1)
	1 Diver Supervisor	Four (4) Person Crew - DIVING (Shore)	
	4 Diver Mechanic		
	1 Captain		
	Two (2) Person Crew - ROV		1 Diver Supervisor
	1 ROV Pilot	3 Diver Mechanic	
	1 ROV Data Recorder		

Proposed Services

Underwater Construction Corporate (UCC) appreciates the opportunity to provide the City of Wyoming Water Department with UCC Proposal L-3170 for the above mentioned project.

UCC will assist the City of Wyoming with the 2023 raw water intake services as described within the scope of work on pages 2-3 of this proposal.

All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910 Subpart "T", Association of Diving Contractors (ADCI) International Consensus Standards for Commercial Diving and Underwater Operation, and UCC's Safe Practices Manual.

UCC has assumed that the City of Wyoming or others will provide the following to support the previously stated services:

- Operation support and red tagging of equipment up to a twelve (12) hour period, as required.
- Unrestricted access to the work area.
- GPS Coordinates for the location of the Lake Michigan Intake Structure.

Equipment:

1 DOT Crew Cab 1 Ton Pickup Truck	1 DOT Crew Cab 1 Ton Pickup Truck
1 45' "John E" Steel Dive Vessel (Michigan)	1 Mobile Dive Station - Cargo Trailer 8'x16' - 8'x19'
1 Shallow Water Dive Package	1 Shallow Water Dive Package
1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose	1 Single Diver Water Heater (Excludes Fuel)
1 6,000 Watt Generator	1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter C
1 Single Diver Water Heater (Excludes Fuel)	1 AED
1 4" Stanley Hydraulic Pump	1 Confined Space or Diver Extraction System
1 Velocity Meter/Flow Meter	1 Velocity Meter/Flow Meter
1 AED	1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose
1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable	
1 Gas Powered Hydraulic Unit 8-10 GPM w/ 100' Supply/Return Line	

No.	Description	Rate	Qty.	Sub-Total
1.01	Lake Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 2,270.00	1	\$ 2,270.00
1.02	Shore Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 1,080.00	1	\$ 1,080.00
1.03	Lake Work - UCC's All-Inclusive Daily Rate for the first eight (8) hours worked each day, Monday-Friday is:	\$ 4,980.00	1	\$ 4,980.00
1.04	Shore Work (ROV) - UCC's Lump Sum Rate for ROV Tunnel Inspection is:	\$ 14,930.00	1	\$ 14,930.00
1.05	Shore Work - UCC's All-Inclusive Daily Rate for the first twelve (12) hours worked each day, Monday-Friday is:	\$ 4,510.00	1	\$ 4,510.00
1.06	UCC's Rate for report preparation per eight (8) hour day is:	\$ 470.00	3	\$ 1,410.00
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09	UCC's Standby Day Rate that will apply for delays due to factors outside of UCC's control is:	\$ 3,210.00		\$ -
1.10	UCC's Standby Day Rate (ROV) that will apply for delays due to factors outside of UCC's control is:	\$ 5,060.00		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus: 10%	*TOTAL PRICE	\$ 29,180.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10%		
*TAXES ARE NOT INCLUDED	*PRICING IS VALID FOR	60 DAYS
*ADDITIONAL TERMS AND CONDITIONS APPLY		

Signed: **Nick Stathakis** Digitally signed by Nick Stathakis Date: 2022.12.28 13:54:00 -0500

Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9006 / nstathakis@uccdive.com

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



UCC PROPOSAL L-3170 THE CITY OF WYOMING 2023 SCOPE OF WORK

- 1) **Lake Work** – [One day, eight (8) hours].
 - a. Diver(s) inspection of the interior and exterior of both the North and South intake cribs.
 - b. Diver(s) inspection of the lateral between the North and South intake cribs. UCC has budgeted penetration diving totaling 200LF.
 - c. Complete general condition assessment of the 3” chemical feed line piping, hardware, brackets, and diffusers for both North and South cribs and lateral lines.
 - d. Document “as found” zebra mussel growth and accumulation throughout structures and components.

- 2) **Shore Work** – [One day, twelve (12) hours].

Access will be at the Low Service Pump Station (Lakeshore Pumping Station). Complete both interior tunnel inspection and North and South Wet Well inspections concurrently by use of Dive team and Remote Operated vehicle (ROV) team.

 - a. Interior Tunnel - ROV Inspection.
 - i. UCC will subcontract Hibbard Inshore to complete interior inspection of the entire 4400-foot length of the 66” diameter pipeline.
 - ii. General condition assessment includes:
 1. Pipeline construction joints.
 2. Debris accumulation
 3. Chemical Feed Line:
 - a. Inspect chemical feed line and pipeline orientation.
 - b. Chemical feed line related mounting hardware.
 - b. North and South Wet Well.
 - i. Inspection of the north and south wet well in the Low Service Pump Station.
 - ii. Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well (diagram 1).
 - iii. Inspection and cleaning of the North and South sluice gates tracks (diagram 1).
 - iv. Inspection of the exterior of six pumps and six pump baskets. Evaluate each pump exterior and coatings for condition.
 - v. Document debris accumulation.

- 3) **Final Deliverables**
 - a. UCC will provide an audio and video recording of the inspection including a formal comprehensive written report following completion as a final deliverable.
 - b. UCC will provide a copy of Hibbard Inshore’s internal tunnel inspection report within 35 business days after completing the data collection.

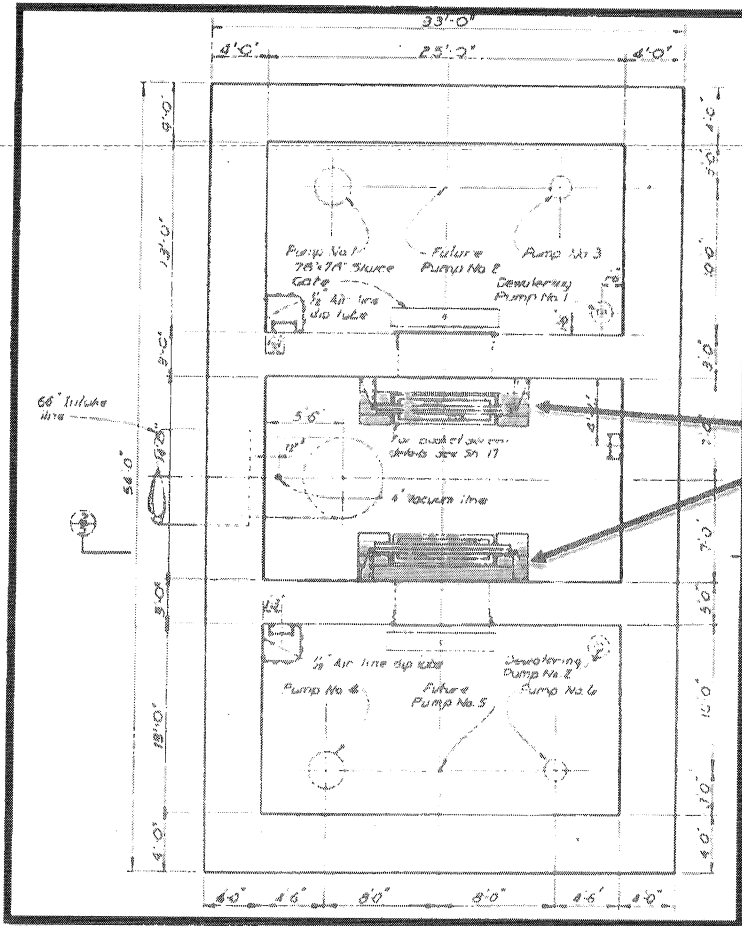


DIAGRAM 1

Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well.
Inspection and cleaning of the North and South sluice gates tracks.

ADDITIONAL QUALIFICATIONS AND CLARIFICATIONS:

1. UCC is not responsible for the unsuccessful completion of inspections because of obstructions, risk of entanglement or other blockages that may damage the ROV, along with its ancillary equipment, or jeopardize its recovery. This includes obstructions caused by installations. Should it be necessary to abort an inspection, our supervisor will make a best effort to consult with the client's representative on the matter; however, our supervisor reserves the sole right to abort the inspection at any time. This will occur without penalty, financial or otherwise, to UCC.
2. Penetration diving is expected due to divers entering the lateral tunnel from each North and South intake cribs to main "T" with no direct ascent to the surface. Therefore, an in-water tender will be required to meet the requirements of OSHA and the Association of Diving Contractors International (ADCI). This results in a six (6) person dive crew required to safely complete the project.
 - a. UCC has budgeted up to 200LF of penetration pay to complete the internal lateral intake tunnel inspections at \$1.25 per foot.
3. Project schedule requires all work to be completed within a two-week period (weather dependent) before May 15, 2023.



Page No:	T&C Page 1 of 2	UCC Proposal I-3170	Date:	December 28, 2022
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1 Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2 Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3 The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4 All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 5 All services will be invoiced based on a minimum eight (8) hour day Monday through Sunday and on Holidays at the applicable billing rate.
- 6 UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 7 Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours [minimum eight (8) hours] and travel expense).
- 8 Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 9 UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 10 By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 11 Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 12 Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 13 If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14 UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 15 In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.9 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions or change in configurations (i.e. differential pressure, live pumps, flow thru open valves, gates or other energized operating components) additional personnel and/or equipment may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the client.
- 16 UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual to include extreme cold temperatures or excessive heat which will result in project delays and additional cost to the overall budget. Client is responsible for all weather delays.
- 17 Client will isolate all systems that adversely affect the conditions within the ROV's travel path and work area for the duration of services. Adjacent systems will be considered during the project planning phase and may require additional isolation.
- 18 UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 19 Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 20 Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 21 UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 22 UCC assumes that dual (multiple) classifications can be utilized daily for each employee on the project as required.

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 767-0612, or PDF via email to bbraley@uccdive.com.
By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	T&C Page 2 of 2	UCC Proposal L-3170	Date:	December 28, 2022
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 25** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 28** The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.
- 29** During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
- 30**
- 31**
- 32**
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- 34**
- 35**
- 36**
- 37**
- 38**
- 39**
- 40**
- 41**
- 42**
- 43**
- 44**

Signed: _____ Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 767-0612, or PDF via email to bbradley@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM BUIST ELECTRIC, INC.
FOR TRANSFORMER BUS REPLACEMENT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Buist Electric, Inc. (dba Buist Testing) for transformer bus replacement at the Water Treatment Plant in the total estimated amount of \$112,152.00.
2. It is further recommended the City Council authorize 10% or \$11,215.20 for contingency.
3. Funds are budgeted in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Buist Electric, Inc. (dba Buist Testing) in the total estimated amount of \$112,152.00.
2. The City Council authorizes 10% or \$11,215.20 for contingency.
3. The City Council does hereby authorize the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 23, 2023
Subject: Transformer Bus Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended that City Council accept the proposal from Buist Electric for the replacement of transformer bus at the Water Treatment Plant in the amount of \$112,152.00 with a 10% contingency for a total estimated repair amount of \$123,367.20.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant South Treatment Facility is powered by two 4,160-volt transformers. On November 11, 2022, the 4,000-amp bus of one such transformer catastrophically failed due to a three-phase short circuit fault. This resulted in an arc flash which completely melted the copper bus and left much of the facility without power. Due to the seriousness of the event, plant staff contacted Buist Electric to assist with inspection of the electrical equipment and transferring the power supply to a redundant transformer.

Following the event, plant staff contacted three local electrical contracting firms with the capabilities and experience in replacing transformer bus of this size. Each electrical contractor was provided the same information and made a site visit to review the work. All three electrical contractors provided a proposal, and they are as follows:

Buist Electric	\$112,152.00
Newkirk Electric	\$135,170.00
Feyen Zylstra Option #1	\$168,839.00
Feyen Zylstra Option #2	\$192,869.00

After reviewing the quotes received, Buist Electric’s proposal was thorough, provided the best long-term installation, and was the lowest cost. Buist Electric has successfully performed many projects at the utility plants and possesses an excellent reputation. Therefore, it is recommended

City Council accept the proposal from Buist Electric for the replacement of transformer bus at the Water Treatment Plant in the amount of \$112,152.00 with a 10% contingency for a total estimated repair amount of \$123,367.20.

BUDGET IMPACT:

Adequate funds exist in account #591-591-55300-930.000.



CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: Buist Electric, Inc. d/b/a Buist Testing
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2 84th Street SW
(Contractor's street address)
Byron Center, MI 49315
(Contractor's city, state & zip)

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

Effective Date means: February 7, 2023.

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

Buist Electric, Inc. d/b/a Buist Testing

By: _____
Kent Vanderwood, Mayor

By: Joel Blount
(Signature officer, director or principal of Contractor)
Joel Blount - Project Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: January 24, 2023

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</p> <p>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</p> <p>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</p> <p>Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence</p> <p>Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED</p> <p>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



POWER SYSTEM STUDIES | CONSULTING | PREDICTIVE INSPECTIONS | ACCEPTANCE TESTING | MAINTENANCE TESTING | PREVENTATIVE MAINTENANCE | SERVICE AND REPAIRS

January 16, 2023

Quotation #: **FT220477 R3**

Dan Kleinheksel
City of Wyoming

RE: South Treatment Facility - XFMR A - SWGR Feeder

Dan:

Buist has reviewed the work requirements and will provide labor, material, and equipment to complete the following.

Demo and Recycle 50' of Existing 4000A Feeder Busway between STF-XFMR A and Main A. Refeed Main A with Wire.

Item A - 4200A Underground Feeder

- Remove XFMR A and demo half of XFMR pad to allow for installation of a (10) 4" duct underground duct bank stubbed into the space and supported on a trapeze below switchgear.
- Complete (10) conduits into the bottom of Section 1 (Main A)
- Repour pad for transformer A
- Re-set transformer
- Pull new conductors (10) sets of 600KCMil CU between XRMR & Main Breaker A. Terminate both ends.
- Test cables and re-energize.

Total **Bid** Price for Item A: **\$104,855.00**

Total **Performance Bond** Price for Item A: **\$812.00**

Item B - Relay Coordination Review and Testing

- Model utility main relay and XFMR feeder relay. Confirm proper coordination and protection of XFMR and conductors.
- Adjust relay settings, as needed, based upon engineering review.
- Test relays to ensure proper operation, per the curves.
- Perform trip test of breaker to ensure trip circuit functionality.

Total **Bid** Price for Item B: **\$3,320.00**

Item C - Transformer and Remaining Bus Testing / Sealing

- Perform testing of XFMR
 - Fluid analysis
 - Insulation resistance
 - Turns Ratio (on selected tap)
 - Winding / tap changer resistance (on selected tap)
- Perform insulation resistance test on STFB bus.
 - Please Note - Results and attempt to re-seal outdoor bus for additional protection.
- Perform "as left" insulation resistance testing of bus.

Total **Bid** Price for Item C: **\$3,165.00**

Total **Bid** Price: **\$112,152.00**

FT220477 R3 - City of Wyoming - South Treatment Facility - XFMR A - SWGR Feeder
January 16, 2022

Due to supply chain challenges, material costs are subject to review until a PO is received, at which time we will secure all available materials. For longer lead time items, we are seeing shorter expiration dates on supplier / manufacturer quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed and be transparent with any costs we need to pass along on these items. We regret the necessity of this addition to our quote letters and will continue to work diligently to keep these costs in check - looking forward to the day this statement can be removed. We appreciate your understanding and thank you for the opportunity to submit the quote.

If you have any questions, please contact me at 616-583-5216 or email jblount@buistelectric.com.

Respectfully,

BUIST ELECTRIC

Joel Blount

Joel Blount
Project Manager

JB/kv

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR OVERHAUL OF
ONE AERATION BLOWER AND AUTHORIZE
THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Hibon, Inc. for the overhaul of one Clean Water Plant aeration blower in the total estimated amount of \$32,051.09.
2. Funds are budgeted in account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Hibon, Inc. in the total estimated amount of \$32,051.09.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 23, 2023
Subject: Aeration Blower Repair
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended the City Council accept the quote for the overhaul of one Clean Water Plant aeration blower by Hibon in the estimated amount of \$32,051.09.

COMMUNITY, SAFETY, STEWARDSHIP:

Properly functioning equipment is vital to the Clean Water Plant's ability to successfully treat wastewater for the City of Wyoming and its wholesale customers. When there is a known breakdown in the function of this equipment, delays in repair could potentially interrupt the critical day-to-day operations of the Clean Water Plant and may lead to more costly repairs.

DISCUSSION:

The Clean Water Plant aeration basins utilize five centrifugal blowers as part of the wastewater treatment process. The blowers are a necessary part of secondary treatment which includes the removal of biodegradable organic matter by bacteria and microorganisms. Providing air/oxygen to the aeration basins promotes aerobic digestion and is a primary and critical function of the blowers.



One blower recently failed due to high vibration and is no longer operable. Considering the 15-year-old blower has exceeded its life expectancy and to prevent any further damage, it is prudent to have the blower overhauled by the original equipment manufacturer, Hibon. Therefore, Hibon was contacted for a proposal and returned with an estimated cost of \$32,051.09 to restore the blower to its original specifications with the replacement of the blower wear parts and the blower shaft. Additionally, included in the proposal is the cost of freight for the 5,650 lb. blower. Therefore, it is recommended the City Council accept the quote for the overhaul of one Clean Water Plant aeration blower by Hibon in the estimated amount of \$32,051.09.

BUDGET IMPACT:

Adequate funds are available in the Sewer Fund Account #590-590-54300-930.000.

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means:

Hibon, Inc.
(Name of contracting entity)
A Quebec corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
100 Rue Voyageur
(Contractor's street address)
Pointe Claire, Quebec, H9R 6A8, Canada
(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: January 17, 2023.

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:

City Contract Standard Terms and Conditions #10 and #16 will be superseded by Hibon's Terms and Conditions of Sale numbers #6 and #8.

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

Hibon, Inc.

By: _____
Kent Vanderwood, Mayor

By: 
(Signature officer, director or principal of Contractor)
YVES TRANEAT, BUSINESS LEADER
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: JAN 20, 2023

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Wyoming

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 accounts payable@wyomingmi.gov a completed an IRS W-9 form.

10. **Intellectual Property** Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. **Quality** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new the best of their respective kind, and free from defects.

12. **Taxes** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration** Without expense to City, Contractor will restore property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties** Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City

16. **Risk Allocation** Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. **Insurance** Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
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AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage). \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

19. **Assignment/Beneficiaries** Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

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

EXHIBIT B



QUOTE

Revision: 0

Quote Date: 19-Dec-22

Expiration Date: 18-Jan-23

Revision Date: 19-Dec-22

Your Reference:

Quote Number: 60863096

Additional Order Ref:

Hibon Inc.
100 Rue Voyageur
Pointe Claire, Québec, H9R 6A8
Canada

Email:
Telephone: (514) 631-3501
Facsimile: (514) 630-9594
Tax No:

Bill to: 398052

Contact:

CITY OF WYOMING
2350 IVANREST AVE SW
WYOMING, MI 49418
UNITED STATES

Ship to: 398052

Contact:

CITY OF WYOMING
2350 IVANREST AVE SW
WYOMING, MI 49418
UNITED STATES

Payment Terms: NET 30

Inco Terms: CPT

Freight Terms:

Shipping Method:

Prepay & Add

BEST

WAY-STANDARD-TL-Ground

Estimated Weight (LB): 527.97

Line	Item	Description	Qty	UOM	Request Date	COO	HTS	WHS	Ship Method	Net Price (USD)	Ext Net Price (USD)
1.1	19-00-00-A RR-A-F	ROTATION ARROW / ISO SAFETY LABEL	1	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	28.35	28.35
2.1	19-00-00-E AR-A-F	WEAR EAR PROTECTOR / ISO SAFETY LABEL	2	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	18.14	36.28
3.1	19-00-00-F AN-A-F	CUT HAZARD - ENGINE FAN / ISO SAFETY LABEL	1	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	15.88	15.88
4.1	19-00-00-G AR-A-F	DO NOT OPERATE WITH GUARD REMOVED/ISO SAFETY LABEL	1	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	39.69	39.69
5.1	19-00-00-H OT-A-F	BURN HAZARD - HOT SURFACE / ISO SAFETY LABEL	2	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	15.88	31.76
6.1	19-00-00-L FT-A-F	LIFT POINT - USE LIFT HOOK / ISO SAFETY LABEL	2	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	12.47	24.94
7.1	19-00-00-S TP-A-F	DO NOT STEP / ISO SAFETY LABEL	1	EA	19-Dec-22	US	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	15.88	15.88
8.1	28-32-00-0 00-A-F	CONSTANT LEVEL OILER 5 OZ. OIL-RITE #B543 2	2	EA	19-Dec-22	US	8414 9090 90	DOR	BEST WAY-STANDARD -TL-Ground	392.36	784.72
9.1	28-36-00-0 00-0-F	FLEX TUBE 1/2" O.D. #B01-4 BLUE (QTY=FEET)	2	EA	19-Dec-22	US	8414 9000 90	DOR	BEST WAY-STANDARD -TL-Ground	15.88	31.76
	28-38-00-0	THREAD SEAL 3/4" DIA	2	EA	19-Dec-22	US	4016	DOR	BEST	5.67	11.34

This is to acknowledge that we are in receipt of your Purchase Order documents referenced above
Please note that the sale of our equipment is governed solely by the Hibon Inc/Ingersoll Rand standard Terms and Conditions of Sales, a copy of which is attached hereto.
Notwithstanding any objection in advance, we will proceed on the basis that such Terms and Conditions will govern this transaction, and supersedes any additional or conflicting Terms and Conditions submitted with your Purchase Order form.
If Hibon Inc/Ingersoll Rand and the Customer have entered into a master agreement that applies to the purchase of materials and/or services as set forth in this Purchase Order, then the Terms and Conditions of such agreement governs the Purchase Order





QUOTE

Revision: 0

Hibon Inc.
100 Rue Voyageur
Pointe Claire, Québec, H9R 6A8
Canada

Email:
Telephone: (514) 631-3501
Facsimile: (514) 630-9594
Tax No:

Quote Date: 19-Dec-22
Expiration Date: 18-Jan-23
Revision Date: 19-Dec-22
Your Reference:
Quote Number: 60863096
Additional Order Ref:

Line	Item	Description	Qty	UOM	Request Date	COO	HTS	WHS	Ship Method	Net Price (USD)	Ext Net Price (USD)
10.1	00-0-F	PARKER SERIES-7500					9300 90		WAY-STANDARD -TL-Ground		
11.1	28-49-00-0 00-0-F	INGERSOLL RAND NAME PLATE 3/4" X 2"	2	EA	19-Dec-22	CA	8310 0000 00	DOR	BEST WAY-STANDARD -TL-Ground	7.94	15.88
12.1	28-61-00-0 00-0-F	LOCK WASHER (SPLIT) 3/8" BLACK OXIDE	16	EA	19-Dec-22	TW	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	2.27	36.32
13.1	28-67-00-0 00-C-F	AXIAL FAN PM MOTOR CO #9RHB 625-05 P-25 (NEW HUB)	1	EA	19-Dec-22	US	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	164.43	164.43
14.1	28-85-00-0 00-0-F	O'RING COIL 1/16 OD DIA. (070). VITON ORCV 0070 (QTY= FOOT)	68	EA	19-Dec-22	CH	3926 9097 90	DOR	BEST WAY-STANDARD -TL-Ground	6.80	462.40
15.1	28-88-00-0 00-0-F	FUSED WINDOW SIGHT 3/4-NPT OIL-RITE # A-2890-14	2	EA	19-Dec-22	US	8414 9000 90	DOR	BEST WAY-STANDARD -TL-Ground	46.49	92.98
16.1	28-96-00-0 00-A-F	ISOLATOR SEAL PROTECH #LSE-0625-2000-1-1	1	EA	19-Dec-22	US	3926 9097 90	DOR	BEST WAY-STANDARD -TL-Ground	554.53	554.53
17.1	78-04-00-0 00-D-F	BEARING HOUSING SERIES-78 (FINISHED)	2	EA	19-Dec-22	CA	8483 3080 20	DOR	BEST WAY-STANDARD -TL-Ground	775.66	1,551.32
18.1	78-12-00-0 00-0-F	CARBON RING SERIES-78	2	EA	19-Dec-22	US	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	554.53	1,109.06
19.1	78-17-00-0 00-0-F	DEEP GROOVE SINGLE ROW BALL BEARING SKF 6316-C3	2	EA	19-Dec-22	AT	8482 1050 60	DOR	BEST WAY-STANDARD -TL-Ground	182.57	365.14
20.1	78-37-00-0 00-0-F	O-RING PARKER #2-166 FLUOROCARBON LOW DUROMETER	2	EA	19-Dec-22	CH	3926 9097 90	DOR	BEST WAY-STANDARD -TL-Ground	14.74	29.48
21.1	78-59-00-0 00-0-F	HEXAGONAL NUT 7/8" GRADE 5, ZINC PLATED	20	EA	19-Dec-22	TW	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	4.54	90.80
22.1	78-62-00-0 00-0-F	LOCK WASHER (SPLIT) 7/8" GRADE 5, ZINC PLATED	20	EA	19-Dec-22	CA	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	2.27	45.40
23.1	78-25-00-F AN-A-F	COOLING FAN HOLDER SERIES-78	1	EA	19-Dec-22	CA	8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	274.43	274.43
24.1	LABOUR-P 156-INT	LABOUR FOR PRODUCT P156 INTERNAL	40	EA	19-Dec-22			DOR	BEST WAY-STANDARD -TL-Ground	158.76	6,350.40
26.1	BALANCA GE	FRAIS POUR BALANCAGE	1	EA	19-Dec-22	CA		DOR	BEST WAY-STANDARD -TL-Ground	777.92	777.92
27.1	FREIGHT	FREIGHT - PURCHASE	2	EA	19-Dec-22		8414 9090 00	DOR	BEST WAY-STANDARD -TL-Ground	4,575.00	9,150.00
28.1	70-15-06-0 00-E-F	SHAFT SERIES-7 (6 STAGES) (SKF SPEC.)	1	EA	19-Dec-22	CA	8414 9010 80	DOR	BEST WAY-STANDARD -TL-Ground	9,960.00	9,960.00

Payment Term: NET 30

This is to acknowledge that we are in receipt of your Purchase Order documents referenced above. Please note that the sale of our equipment is governed solely by the Hibon Inc/Ingersoll Rand standard Terms and Conditions of Sales, a copy of which is attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such Terms and Conditions will govern this transaction, and supersedes any additional or conflicting Terms and Conditions submitted with your Purchase Order form. If Hibon Inc/Ingersoll Rand and the Customer have entered into a master agreement that applies to the purchase of materials and/or services as set forth in this Purchase Order, then the Terms and Conditions of such agreement governs the Purchase Order.





QUOTE

Revision: 0

Hibon Inc.
100 Rue Voyageur
Pointe Claire, Québec, H9R 6A8
Canada

Email:
Telephone: (514) 631-3501
Facsimile: (514) 630-9594
Tax No:

Quote Date: 19-Dec-22
Expiration Date: 18-Jan-23
Revision Date: 19-Dec-22
Your Reference:
Quote Number: 60863096
Additional Order Ref:

	Subtotal (USD):	32,051.09
	Total Estimated Tax (USD):	0.00
	TOTAL (USD):	32,051.09

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If Hibon Inc/Ingersoll Rand and the Customer have entered into a master agreement that applies to the purchase of materials and/or services as set forth in this Purchase Order, then the Terms and Conditions of such agreement governs the Purchase Order.

TERMS AND CONDITIONS OF SALE

- General.** The Terms and Conditions of Sale outlined herein shall apply to the sale by Hicon Inc. an Ingersoll Rand company (hereinafter referred to as Company) of products, equipment, and parts relating thereto (hereinafter referred to as Equipment). It shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company will comply with applicable laws and regulations in effect on the date of the Company's proposal as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser. This agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the transaction takes place without regard to the conflict of laws provisions thereof. The United Nations convention on contracts for the international Sale of Goods shall not apply to this agreement.
- Title and Risk of Loss.** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery EXWORKS manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor, and Purchaser shall adequately insure the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.
- Assignment.** Neither party shall assign or transfer this contract without the prior written consent of the other party.
- Delivery and Delays.** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence." The Company shall not be liable for any loss or delay due to causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.
- Taxes.** The price does not include any present or future Federal, Provincial or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this transaction or any services performed hereunder. Such taxes will be itemized separately to the Purchaser. The Company will accept a valid exemption certificate from Purchaser. If exemption certificate is not recognized by the governmental taxing authority, Purchaser agrees to promptly reimburse the Company for any taxes which the Company is required to pay.
- Patents.** The Company shall defend the Purchaser against any proceeding based upon a claim that the Equipment manufactured by the Company, and furnished under this contract, infringes any patent of Canada or the United States of America, providing the Company is promptly notified in writing and given authority, information and assistance for defense of same, and the Company may, at its option, procure for the Purchaser the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said Equipment and refund the purchase price. The Company does not accept any liability whatsoever in respect to patents claiming more than the Equipment furnished hereunder, or claiming methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.
- Warranty.** The Company warrants that the Equipment manufactured by it and delivered hereunder (including Company re-manufactured Equipment) will be free of defects in material and workmanship for a period of twelve months from the date of placing the Equipment in operation or eighteen months from the date of shipment, whichever shall first occur. The foregoing warranty period shall apply to all Equipment, except for the following:
 - A - Aired for Multistage Centrifugal Blowers -** When Multistage Centrifugal Blowers have been placed into operation under the supervision of a Certified Company Technician and bearing housings have been lubricated solely with Hicon Lube brand lubricant, the Company warrants the aired component of such blowers for the earlier of twenty-four (24) months from the date of initial operation or thirty (30) months from the date of shipment.
 - B - Repaired blowers -** All models of Positive Displacement Blowers or Multistage Centrifugal Blowers that have been repaired by the Company at its service center located in Dorval, Canada are warranted for the earlier of six (6) months from the date of initial operation or twelve (12) months from the date of shipment.
 - C - Replacement Parts -** Six (6) months from the date of shipment.

The Purchaser shall be obligated to promptly report any failure to conform to this warranty, in writing to the Company within said period, whereupon the Company shall, at its option, correct such nonconformity, by suitable repair to such Equipment or furnish a replacement part provided the Purchaser has stored, installed, maintained, and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. At its option, the Company shall fulfill any repair obligation either at the nearest Company-approved service center or at the Purchaser's jobsite, provided Purchaser allows the Company free access to the Equipment. Company reserves the right to take possession of or direct Purchaser to return any replaced parts, which shall become Company property. Accessories or equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. This warranty shall not apply to any component which Purchaser directs Company to use in or add to the Equipment, and which would not otherwise be used or added by the Company. The Company shall not be liable for any repairs, replacements or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion, and normal wear and tear are specifically excluded. Performance warranties are limited to those specifically stated within the Company's proposal, and the Company's obligation for meeting such performance warranties shall be to correct in the manner and for the period of time provided above.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Concession by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, and any such use of Equipment will be at the Purchaser's sole risk and liability.

- Limitation of Liability.** The remedies of the Purchaser set forth herein are exclusive, and the total liability of the Company with respect to this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based. The Company and its suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special, lost profits or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.
- Execution.** The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written.
- Personal Data.** In the context of the performance of this Contract either Party and namely Company or Purchaser ("Data Recipient") may process personal data relating to other Party's ("Data Provider") (i) vendors, (ii) customers, (iii) employees, or (iv) agents, directors or other individuals that are not employees ("Personal Data"). Such provision of Personal Data shall constitute an exchange from one controller to another controller. The Parties shall each as a controller for their own purposes process any Personal Data in compliance with applicable laws regarding the processing of Personal Data. Furthermore, the Data Recipient agrees that it as well as its employees, agents and contractors of any legal status, including but not limited to individuals, partnerships and corporations ("Agents") will not use Personal Data for any purpose other than the fulfillment of this Contract and will not retain the Personal Data for longer than necessary. The Data Recipient and its Agents to whom Personal Data are provided shall maintain appropriate technical, organizational and security measures for the protection of Personal Data.

The Data Recipient agrees to immediately report to the Data Provider any known or suspected (i) unauthorized access to the Personal Data, (ii) loss or theft of the Personal Data, and (iii) use or disclosure of Personal Data that violates the terms of this Agreement. The Data Recipient will mitigate, to the extent practicable, any harmful effects of any such events known to it or its Agents, and cooperate with the Data Provider in providing any notices regarding such events which the Data Provider deems appropriate.

Personal Data of the Purchaser may be processed by the Company for legitimate business reasons such as fulfilling purchase orders, processing invoices and receiving payments, honoring warranties for customer service agreements and part replacements, for general customer administration, website management, providing marketing information on products and services and events that may interest customer (with consent of individuals for direct marketing where legally required). Personal Data of the Purchaser may be transferred to Ingersoll Rand entities worldwide or to third parties worldwide providing services to the Ingersoll Rand Group (such as data hosting services) for these purposes. Company will keep the Personal Data as long as necessary for the purposes of the processing except if we have to process it further under a legal obligation or in case of a dispute or legal procedure. When working with other parties outside the EU, we ensure adequate personal data protection, for instance through the implementation of standard contractual clauses - as recognized by the European Commission - or by working with third parties who are certified under the EU - U.S. Privacy Shield and the U.S. - Swiss Privacy Shield Framework. By entering into the Contract and any agreement with the Company you confirm that you are entitled to provide to the Company with this Personal Data in view of the use and transfer of Personal Data for these purposes, including that you have obtained the necessary consents of data subjects where required.

In situations where any Party would, as a processor, process Personal Data on behalf of the other (as controller), they will enter into a data processing agreement in conformity with applicable law, including where applicable the GDPR.

To obtain complete information on IR privacy policy, please refer to the Company's Website.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF TWO LIME PUMPS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from FCX Performance for the purchase of two lime pumps at the Clean Water Plant in the total estimated amount of \$12,458.00.
2. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of two lime pumps from FCX Performance in the total estimated amount of \$12,458.00.
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 2-252, 2-253, 2-254 and 2-256 of the City Code regarding the 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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: January 25, 2023
Subject: Purchase of Two Lime Pumps
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended the City Council accept the quote as provided by FCX Performance for the purchase of two lime pumps at the Clean Water Plant in the amount of \$12,458.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Stewardship of our assets requires the replacement of worn-out utility equipment, contributing to the efficiency of the plant process, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant. Proper collection and treatment of sanitary sewage promotes community and ensures safety.

DISCUSSION:

Hydrated lime is used at the Clean Water Plant to achieve alkaline stabilization of biosolids, killing pathogens and reducing odors so the biosolids can be land applied. Two Mission Magnum Pumps are used to pump the hydrated lime from tanker trucks to holding tanks. The two existing pumps were installed in the 1980's and have served their useful life. The pumps are leaking lime and are very inefficient due to wear. Replacing these pumps will improve reliability, increase efficiency, and limit labor for repair.

Therefore, FCX Performance, the local distributor for Mission Magnum Pumps, and NOV, the pump manufacturer, were contacted to quote the two direct replacement pumps. FCX Performance returned with a quote of \$12,458.00 and NOV provided a quote of \$12,459.46. Considering FCX Performance was the lowest quote and can provide local support, it is recommended the City Council accept the quote as provided by FCX Performance for two lime pumps in the amount of \$12,458.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant Capital Account #590-590-54400-986.444.

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: February 7, 2023.

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

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

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

"Supplier" means: FCX Performance, Inc.
(Name of supplying entity)
An Ohio corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4630 Danvers Dr SE
(Supplier's street address)
Kentwood, MI 49512
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: _____
Kenl Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

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

FCX Performance, Inc.

By: _____
(Signature of CEO, Director or principal of Supplier)
Rob Peizer
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 01/25, 2023

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING STANDARD TERMS AND CONDITIONS

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

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

3. **Qualifications.** Supplier represents and promises that:

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

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

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

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that suppliers or others engage in for or on behalf of City. Accordingly:

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

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

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not

discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

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

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

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

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

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

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

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

9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. **Records.** City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or

audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

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

Exhibit B
Proposal

QUOTATION

Corrosion Fluid-Div of FCX Performance

4630 Danvers Drive SE
 Kentwood, MI 49512
 US
 616-554-9100



Order Number	
3730666	
Order Date	Page
1/25/2023 09:00:59	1 of 2
Inside Sales: Cheryl Vaughn	
Email: cheryl.vaughn@swcontrols.net	
Account Mgr: Rob Perez	
Email: rperez@corrosionfluid.com	

Quote Expires On 2/4/2023

Bill To:

City Of Wyoming CFP14989
 Clean Water Plant
 2350 Ivanrest Ave SW
 Wyoming, MI 49418
 US
 616-399-6511

Ship To:

City Of Wyoming CFP34577
 Wastewater Treatment Plant
 16700 New Holland
 Holland, MI 49424
 US

Requested By: Dan Kleinheksel
 dan.kleinheksel@wyomingmi.gov

Customer ID: 151148 **Terms:** NET 30

Requested Date		PO Number		Ship Route	Inside Sales
1/25/2023 00:00:00		Mission Pump Packages 1/25/23			CHERYLVAUGHN

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Order Note: 24-26 WEEKS ARO

Delivery Instructions: SHIP UPS-GROUND PREPAID & ADD

Job Name: SN: M22721/27214 and M27213/22722

Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size	Unit Price	Extended Price
2.00	0.00	2.00	EA		(001) MI4X3X13-MAGNUM	EA	6229.00	12,458.00
				1.0	PUMP END SUCTION 4X3X13 MAGNUM MISSION HARD IRON, MECH SEAL (TUNG/TUNG), HARD IRON IMP TRIM 9in, 416SS SHAFT SLV, COMPLETE WITH 7.5HP, 3PH, 1150RPM, 460V/60Hz, XP, OSHA CPLG/GUARD, BASE	1.0		

Total Lines: 1

SUB-TOTAL (freight excluded): 12,458.00

TAX: 0.00

AMOUNT DUE (freight excluded): \$12,458.00

U.S. Dollars

The enclosed pricing and or discounts are predicated on receiving an order for the quantities as listed.
 Any significant deviation may result in a change in price and or discount.

QUOTATION

Corrosion Fluid-Div of FCX Performance

4630 Danvers Drive SE
 Kentwood, MI 49512
 US
 616-554-9100



Order Number	
3730666	
Order Date	Page
1/25/2023 09:00:59	2 of 2
Inside Sales: Cheryl Vaughn	
Email: cheryl.vaughn@swcontrols.net	
Account Mgr: Rob Perez	
Email: rperez@corrosionfluid.com	

Quote Expires On 2/4/2023

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

"Unless otherwise noted, Item prices do not include freight, shipping handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer"

THE QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALES, AVAILABLE AT www.fcperformance.com. PRICES QUOTED ABOVE ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. MANUFACTURER INCREASES AND NON-MARKET COSTS MAY APPLY UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.

All Orders Subject to FC's Terms & Conditions. For further information please visit www.fcperformance.com.

Factory expedites subject to availability and additional charges.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM DENNY'S EXCAVATING, INC.
FOR BIOFILTER MEDIA REPLACEMENT AND
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Denny's Excavating, Inc. for biofilter media replacement at the Clean Water Plant in the total estimated amount of \$36,840.00.
2. Funds are budgeted in account number 590-590-54300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Denny's Excavating, Inc. in the total estimated amount of \$36,840.00.
2. The City Council authorizes the Mayor and City Clerk to sign 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 February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 23, 2023
Subject: Biofilter Media Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal for the replacement of biofilter media at the Clean Water Plant from Denny’s Excavating in the amount of \$36,840.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

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



Over time, the biofilter shredded wood media decomposes making the odor control system less efficient and causing the biofilter blower to run outside its design parameters. The existing media has decomposed and compressed to the point of needing a fresh installation of shredded wood media.

Therefore, two companies were contacted to supply and install the new shredded wood media. Both companies made a site visit to review the biofilter media replacement and submitted the proposals as follows:

- Denny’s Excavating \$36,840.00
- West Michigan Wood Fibers \$38,000.00

Considering the importance of maintaining suitable air quality at the Clean Water Plant and surrounding community, and to keep the system operating within parameters, it is prudent to have the biofilter media replaced. Denny's Excavation provided a proposal with the lowest cost and has a history of successfully completing projects at the utility plants. Therefore, it is recommended the City Council accept the proposal for the replacement of biofilter media at the Clean Water Plant from Denny's Excavating in the amount of \$36,840.00.

BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Account #590-590-54300-740.000.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$5,000)

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: Denny's Excavating Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
9399 139th Ave
(Contractor's street address)
West Olive, MI 49460
(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: February 7, 2023.

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 (initials/sign or write "None.")

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

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

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

City of Wyoming

Denny's Excavating Inc.

By: _____
Kent Vanderwood, Mayor

By: Don Leew
(Signature of officer, director or principal of Contractor)
Don Leew President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 1/19, 2023

Date signed: _____, 20__

Approved as to form:

Scott G. Smith
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 INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.</p>

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

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

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

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

EXHIBIT B

Denny's Excavating Inc.
9399 136th Ave.
West Olive, MI 49460
Office 616-369-7679
E-mail, dirt@snowden@aol.com

Estimate

Number **E492**

Date **1/16/2023**

Bill To
City of Wyoming
Water Treatment Plant
16700 New Holland Street
Holland, MI, 49424

Ship To
Dan Kleinheksel
E-mail
kleinhekseld@wyomingmi.gov
Office 616-738-4957
Cell 616-377-8969

Project	PO Number	Terms
Clean water plant		30 days

Description	Quantity/Hours	Price/Rate	Amount
Removal and dispose of existing biofilter media. Provide and install 780 cy of 2 to 6 inch coarsely shredded wood to a graded depth of 6 ft		\$36,840.00	\$36,840.00

Total **\$36,840.00**

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACTS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Items	Recommended Bidder	Cost
Unmanned Aerial System	Aardvark	\$12,555.00 for two
Bituminous Paving Materials	Rieth-Riley Construction	Bid prices as shown on tabulation sheet.
Brass Water Service and Meter Installation Materials and Meter Mountings	Ferguson Enterprises LLC & Core and Main LP	Bid prices as shown on tabulation sheet.
Sand	Gordon Van Laan Excavating LLC (dba GVL Excavating)	\$9.00/ton
Stainless Steel Clamp Couplings	Ferguson Enterprises, Inc. (dba Ferguson Waterworks) & Etna Supply Company	Bid prices as shown on tabulation sheet.
Screened Topsoil	Dave Bultsma & Associates, Inc. (dba Bultsma Construction Co.)	\$7.85/ton
Wilson Avenue Force Main Improvement Plan	Prein & Newhof	Not to exceed \$16,600.00
Routers and Firewalls for Water System Network	Zones, LLC	Bid prices as shown on the attached staff report.
Disposal Services for Community Clean-Up Day	Plummers Disposal Service, Inc.	Bid prices as shown on the attached tabulation sheet.
Weed Control and Property Maintenance Clean Up	Waste Trends	Bid prices as shown on the attached tabulation sheet.

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 6, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tabulation Sheets
Contracts

Resolution No. _____

STAFF REPORT

Date: January 16, 2023

Subject: Purchase of an Unmanned Aerial System

From: Captain Timothy Pols

Meeting Date: February 6, 2023

RECOMMENDATION:

On January 16, 2023, City Council awarded a bid for a large Unmanned Aerial System (UAS) commonly referred to as a drone. At the time of bid award for the large UAS, the Department of Public Safety was still researching the smaller UAS before making a recommendation to award that unit. After additional research, it is recommended City Council also authorize the purchase of the smaller UAS from the lone bidder AARDVARK. The specific product being recommended is the Loki MK2 UAS.

COMMUNITY, SAFETY, STEWARDSHIP:

Over the last few years, Unmanned Aerial Systems (UAS) have become a useful tool for helping law enforcement agencies carry out their mission. If approved, the Department of Public Safety—Police would be able to utilize the UAS to assist in the investigation and documentation of crime scenes, crash scenes, and other incidents with public safety implications. UAS's also will have an effect on employee safety as they allow information to be collected without potentially putting an officer in harm's way. Other agencies who have deployed UAS's have done so without negative community impact, and UAS's can also enhance the Department's transparency and accountability as the police are better able to document scenes and potentially reduce the need for use of force in certain situations. Stewardship is demonstrated as this purchase would be funded through a combination of grant funding and donated funds.

DISCUSSION:

Subsequent to an open bidding process which was opened by the City Clerk on November 22, 2022, the City received one bid for the Loki MK2 UAS from AARDVARK. Thirty-eight invitations to bid were sent to prospective bidders with twenty-one bidders downloading the specifications. A bid was also requested for a Autel EVO II Enterprise 640T V3 UAS Bundle (or equal), a different type of drone that is larger and has different applications from the Loki. Note: Council approved the purchase of the Autel EVO II Enterprise on January 16, 2023.

Police Staff researched which UAS to recommend for purchase and identified the Loki MK2 UAS as the ideal small UAS to be used primarily for flying indoors. This UAS would be used for observing, filming, and safety evaluations of interior locations. This would be useful technology for clearing structures where potentially dangerous people could be hiding and would increase the safety of officers. The Loki UAS comes with two identical UAS's so that one serves as a back-up for the other.

The bid summary is as follows:

Company	Autel EVO II Enterprise 640T V3 UAS Bundle (or equal)	LOKI MK2 UAS (or equal)
Unmanned Vehicle Technologies, LLC	\$12,596.00	No Bid
Aardvark	No Bid	\$12,555.00 (for two)

If approved, the Department of Public Safety is awarding the second (and final) of the UAS's included in the bid process. Combined, these UAS's would enhance the Public Safety Department's capabilities in documenting interior and exterior scenes and provide comprehensive UAS coverage.

The City Attorney's Office has reviewed and approved the contract associated with the bid. The Department of Public Safety—Police is in the process of implementing a policy related to deploying UAS's. This will be finalized before they are deployed in the field.

BUDGET IMPACT:

This project would be funded through a combination of grant funding and donated funds. A donation was received from the Weller Family Foundation and the donor requested that this money be used for the purchase of a UAS. Byrne Grant monies would cover what is not covered by the donation. The total purchase price of the Loki MK2 UAS from AARDVARK is \$12,555.00. This money is available in the Capital Outlay Miscellaneous Account # 101-305-31500-973.153 and the Capital Outlay—Justice Assist Byrne Account #101-305-30500-973.000.

Thank you for your consideration.

TWO UNMANNED AERIAL SYSTEMS (UAS) CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1165 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Two Unmanned Aerial Systems (UAS)** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of November 22, 2022 and related required materials (the "Bid") that was selected by City

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

"Contractor" means:

AARDVARK
LEGAL NAME OF COMPANY

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

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

1935 Puddingstone Drive
STREET ADDRESS

La Verne, California 91750
CITY STATE ZIP CODE

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

Terms and Conditions

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

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


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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: Candis Gimbel
Signature for Contractor

Candis Gimbel - Account Manager
Printed Name & Title of Person Signing

Date signed: 1/23/2023

STAFF REPORT

DATE: January 24, 2023

SUBJECT: Bid Award – Bituminous Paving Materials

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for bituminous paving materials to the low bidder, Rieth-Riley Construction Company, Inc., at \$67.00 per ton for 36A top mix asphalt and \$64.00 per ton for 13A base mix asphalt.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the City. The use of bituminous paving materials, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

DISCUSSION:

On Tuesday, January 17, 2023, the City received four bids for bituminous paving materials. One hundred and sixty-six invitations to bid were sent to prospective bidders. Rieth-Riley Construction Company, Inc. was the low bidder.

The Public Works Department uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The unit price of 36A top mix is \$67.00 per ton, for an estimated yearly total cost of \$93,800.00. The unit price of 13A base mix is \$64.00 per ton, for an estimated yearly total cost of \$64,000.00. The low bid for 36A top mix is an increase of 16% from last year's bid price of \$58.00, and the low bid for 13A base mix is an increase of 12% from last year's bid price of \$57.00.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATIONS:

City of **Wyoming** Michigan

TABULATION OF BIDS FOR BITUMINOUS PAVING MATERIALS - BID # 2082

OPENED BY THE CITY CLERK ON JANUARY 17, 2023 AT 11:00 A.M. O'CLOCK

Bidder	36A Bituminous Top Mix			13A Bituminous Base Mix		
	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)
Black Gold Holdings	1,400	\$ 69.00	\$ 96,600.00	1,000	\$ 67.00	\$ 67,000.00
Michigan Paving and Materials	1,400	\$ 70.00	\$ 98,000.00	1,000	\$ 68.00	\$ 68,000.00
Reith-Riley Construction Co.	1,400	\$ 67.00	\$ 93,800.00	1,000	\$ 64.00	\$ 64,000.00
Superior Asphalt, Inc.	1,400	\$ 70.00	\$ 98,000.00	1,000	\$ 70.00	\$ 70,000.00

STAFF REPORT

Date: January 24, 2023

Subject: Bid Award - Brass Water Service and Meter Installation Materials and Meter Mountings

From: Jodie Theis, Public Services Supervisor

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for brass water service and meter installation materials and meter mountings to both Ferguson Enterprises and Core and Main, for the prices as shown on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

Brass water service and meter installation materials and meter mountings are used throughout the City when repairing or replacing broken water services or water meters. These no-lead brass materials will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

DISCUSSION:

On Tuesday, January 17, 2023, the City received three bids for brass water service and meter installation materials and meter mountings. One hundred and three invitations to bid were sent to prospective bidders. Ferguson Enterprises was the low bidder. Due to supply chain issues, it is in the best interest of the City to award the bid to both Ferguson Enterprises and Core and Main.

The City is anticipating that it will spend approximately \$35,000 for brass water service materials and approximately \$30,000 on meter installation materials on an annual basis. Unit costs are an increase of approximately 2% from last year's unit costs.

BUDGET IMPACT:

Sufficient funds are available in the water service maintenance and water meter maintenance accounts: 591-441-56700-775.000 and 591-591-56500-775.000.

ATTACHMENT:

Bid Tabulations

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR BRASS WATER SERVICE AND METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS - BID # 2083

OPENED BY THE CITY CLERK ON JANUARY 17, 2023 AT 11:00 A.M. O'CLOCK

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	1" corporation stop	Ford F1000	AY McDonald 74701-22-1	\$51.70	\$2,585.00		\$54.80	\$2,740.00		\$53.59	\$2,679.50
200	1" curb stop	Ford B44-445M	AY McDonald 76104-22-1	\$110.44	\$22,088.00		\$117.10	\$23,420.00		\$114.59	\$22,918.00
500	5/8" x 3/4" x 1/2" coupling	Ford C-38-23-2-5P	AY McDonald 74620 1/2x2 1/2	\$10.17	\$5,085.00		\$10.80	\$5,400.00		\$10.60	\$5,300.00
250	1" compression coupling	Ford C-44-44	AY McDonald 74758-22-1	\$21.83	\$5,457.50		\$23.15	\$5,787.50		\$22.59	\$5,647.50
10	1 1/2" corporation stop	Ford FB1000	AY McDonald 74701B-22	\$149.01	\$1,490.10		\$158.00	\$1,580.00		\$154.69	\$1,546.90
20	1 1/2" compression coupling	Ford C-44-58	AY McDonald 74758-22 1 1/2x2 1/2	\$93.67	\$1,873.40		\$64.10	\$1,282.00		\$62.69	\$1,253.80
20	1 1/2" curb stop	Ford B44-665M	AY McDonald 76104-22 1 1/2	\$246.21	\$4,924.20		\$271.75	\$5,435.00		\$266.09	\$5,321.80
10	2" corporation stop	Ford FB1000	AY McDonald 74701B-22 2	\$246.46	\$2,464.60		\$261.35	\$2,613.50		\$255.89	\$2,558.90
20	2" curb stop	Ford B44-775M	AY McDonald 76104-22 2	\$357.28	\$7,145.60		\$378.90	\$7,578.00		\$370.99	\$7,419.80
20	2" compression coupling	Ford C44-77	AY McDonald 74758-22 2	\$98.61	\$1,972.20		\$104.55	\$2,091.00		\$102.39	\$2,047.80
250	Curb box, 5/8" depth	M&E Type B W/BSC-LBP	AY McDonald 5615WB 5/8"	\$53.97	\$13,492.50		\$52.90	\$13,225.00	FEM25557	\$57.75	\$14,437.50
150	Curb box lid w/plug	M&E BIC-LBP	AY McDonald 5614L 1-1/4	\$15.57	\$2,335.50		\$15.90	\$2,385.00	FPLLD	\$11.00	\$1,650.00
80	Copper meter inserters, 5/8" x 1/4", "M" Style Inserter, 43-2-NNMD 43x403 NO LEAD	AY McDonald - Series 43-2		\$118.23	\$9,458.40		\$186.00	\$14,880.00	FVCH18234NL	\$130.99	\$10,479.20
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1		\$95.50	\$4,775.00	FORD 44W-NL B41-	\$101.30	\$5,065.00	FB41444WNL	\$99.19	\$4,959.50
20	3/4" MIP union for copper horn inserter	AY McDonald 20-563		\$6.52	\$130.40	FORD CH58-33-NL	\$6.20	\$124.00	FCHS833NL	\$6.00	\$120.00
200	1" x 3/4" Brass Bushings			\$3.02	\$604.00		\$4.25	\$850.00		\$3.18	\$636.00
50	3/4" x 2 1/2" meter couplings, 3/4" ribbed tail piece	AY McDonald 4620 3-4		\$10.17	\$508.50	FORD CH38-23-2.5	\$10.80	\$540.00	FC382325NL	\$10.60	\$530.00
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1		\$15.68	\$1,568.00	FORD CH38-44-2.65	\$16.60	\$1,660.00	FC38442625NL	\$16.29	\$1,629.00
10	3/4" FIP ball valve, full port	NIBCO T561-70		\$8.17	\$81.70	APOLLO 94ALF-104	\$10.50	\$105.00	FNWX410CF	\$10.50	\$105.00
75	1 1/2" female flanged coupling	AY McDonald 610F 1 1/2"		\$45.29	\$3,396.75	FORD CF31-66-NL	\$48.05	\$3,603.75	FCF3166NL	\$46.99	\$3,524.25
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4605B-22-1		\$108.82	\$16,323.00	FORD BA41-444W	\$115.40	\$17,310.00	FBA41444WNL	\$112.99	\$16,948.50

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	2" female flanged coupling	AY MacDonald 61872		\$59.14	\$2,957.00	FORD CF31-77-NL	\$62.70	\$3,135.00	PCF3177NL	\$61.39	\$3,069.50
10	1/2" FIP gate valves	NIBCO T113		\$9.74	\$97.40	LEGEND 104-704	\$14.90	\$149.00	PFXT300F	\$9.00	\$90.00
150	1" FIP gate valves	NIBCO T113		\$12.98	\$1,947.00	LEGEND 104-705	\$22.15	\$3,322.50	PFXT300G	\$12.10	\$1,815.00
5	1 1/2" FIP gate valves	NIBCO T113		\$23.73	\$118.65	LEGEND 104-707	\$39.80	\$199.00	PFXT300J	\$25.12	\$125.60
5	2" FIP gate valves	NIBCO T113		\$36.16	\$180.80	LEGEND 104-708	\$60.55	\$302.75	PFXT300K	\$35.09	\$175.45
20	1/2" x close brass nipple			\$2.05	\$41.00		\$2.20	\$44.00		\$2.22	\$44.40
20	1" x close brass nipple			\$3.05	\$61.00		\$3.25	\$65.00		\$3.26	\$65.20
20	1/2" x 2" brass nipple			\$2.60	\$52.00		\$2.80	\$56.00		\$2.79	\$55.80
20	1/2" x 2 1/2" brass nipple			\$2.97	\$59.40		\$3.25	\$65.00		\$3.24	\$64.80
20	1/2" x 3" brass nipple			\$3.44	\$68.80		\$3.70	\$74.00		\$3.73	\$74.60
20	1/2" x 3 1/2" brass nipple			\$3.83	\$76.60		\$4.20	\$84.00		\$4.12	\$82.40
20	1/2" x 4" brass nipple			\$4.50	\$90.00		\$4.85	\$97.00		\$4.79	\$95.80
20	1/2" x 4 1/2" brass nipple			\$4.88	\$97.60		\$5.30	\$106.00		\$5.20	\$104.00
20	1/2" x 5" brass nipple			\$5.38	\$107.60		\$5.80	\$116.00		\$5.74	\$114.80
20	1/2" x 5 1/2" brass nipple			\$5.90	\$118.00		\$6.40	\$128.00		\$6.28	\$125.60
20	1/2" x 6" brass nipple			\$5.74	\$114.80		\$7.10	\$142.00		\$7.00	\$140.00
20	1" x 2" brass nipple			\$3.74	\$74.80		\$4.05	\$81.00		\$4.03	\$80.60
20	1" x 2 1/2" brass nipple			\$4.31	\$86.20		\$4.70	\$94.00		\$4.62	\$92.40
20	1" x 3" brass nipple			\$5.02	\$100.40		\$5.40	\$108.00		\$5.33	\$106.60
20	1" x 3 1/2" brass nipple			\$5.73	\$114.60		\$6.25	\$125.00		\$6.16	\$123.20
20	1" x 4" brass nipple			\$6.40	\$128.00		\$7.00	\$140.00		\$6.93	\$138.60
20	1" x 4 1/2" brass nipple			\$7.22	\$144.40		\$7.85	\$157.00		\$7.73	\$154.60
20	1" x 5" brass nipples			\$7.96	\$159.20		\$8.65	\$173.00		\$8.56	\$171.20
20	1" x 5 1/2" brass nipples			\$8.75	\$175.00		\$9.50	\$190.00		\$9.37	\$187.40
20	1" x 6" brass nipple			\$9.50	\$190.00		\$10.35	\$207.00		\$10.22	\$204.40

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	1 1/2" x close brass nipple			\$5.80	\$116.00		\$6.40	\$128.00		\$6.30	\$126.00
20	1 1/2" x 3" brass nipple			\$8.68	\$173.60		\$9.50	\$190.00		\$9.34	\$186.80
20	1 1/2" x 4" brass nipple			\$11.30	\$226.00		\$12.35	\$247.00		\$11.35	\$227.00
10	1 1/2" x 5" brass nipple			\$14.09	\$140.90		\$15.35	\$153.50		\$14.11	\$141.10
10	1 1/2" x 6" brass nipple			\$16.87	\$168.70		\$18.25	\$182.50		\$16.76	\$167.60
20	2" x close brass nipple			\$8.87	\$177.40		\$9.75	\$195.00		\$9.60	\$192.00
5	2" x 2 1/2" brass nipple			\$9.52	\$47.60		\$10.50	\$52.50		\$10.37	\$51.85
10	2" x 6" brass nipple			\$21.48	\$214.80		\$23.45	\$234.50		\$21.56	\$215.60
10	2" x 9" brass nipple			\$33.39	\$333.90		\$34.85	\$348.50		\$32.06	\$320.60
10	2" x 12" brass nipple			\$41.70	\$417.00		\$46.15	\$461.50		\$42.48	\$424.80
500	1" Meter Washers			\$0.34	\$170.00		\$0.20	\$100.00		\$0.32	\$160.00
20	1 1/2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 112"		\$187.46	\$3,749.20	FORD CF38-66-2-NL	\$51.90	\$1,038.00	FCF38662NL	\$57.69	\$1,153.80
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"		\$232.23	\$4,644.60	FORD CF38-77-2125-NL	\$69.25	\$1,385.00	FCF38772125NL	\$77.00	\$1,540.00
20	1" Brass Threaded Couplings			\$6.97	\$139.40		\$6.75	\$135.00		\$4.83	\$96.60
10	2" x 1" brass bushings			\$11.96	\$119.60		\$16.50	\$165.00		\$12.37	\$123.70
10	1 1/2" x 1" brass bushings			\$7.73	\$77.30		\$9.30	\$93.00		\$6.93	\$69.30
300	Curb Box Plug 1 1/2" - MEPLG 1 1/2" Brass Plug			\$3.69	\$1,107.00		\$4.20	\$1,260.00	FPPLL	\$6.49	\$1,947.00
25	1" NIBCO Full Port Ball Valve	N7P6007		\$12.84	\$321.00	APOLLO 94ALF-105-01A	\$18.85	\$471.25	FNWX410CG	\$15.59	\$389.75
5	1" APOLLO thrd full port ball valve			\$16.96	\$84.80		\$18.85	\$94.25	FNWX410CG	\$15.59	\$77.95
10	3/4" NIBCO Full Port Ball Valve	N7P6005		\$8.17	\$81.70	APOLLO 94ALF-104-01A	\$10.60	\$106.00	FNWX410CF	\$10.59	\$105.90
300	1 1/2" Drop In Gaskets for 1 1/2" Flanged Meter	AY McDonald 14-G06		\$2.78	\$834.00	CORELY GASKET GT-140	\$2.45	\$735.00	PSMFGDIJ	\$0.80	\$240.00
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 14-G07		\$3.15	\$945.00	CORELY GASKET GT-141	\$2.80	\$840.00	PSMFGDIK	\$0.90	\$270.00
5	2" x 1 1/2" Brass Bushings			\$12.53	\$62.65		\$13.75	\$68.75		\$10.27	\$51.35
15	1" x 3/4" brass bushing			\$3.79	\$56.85		\$4.25	\$63.75		\$3.18	\$47.70
5	1 1/2" x 3/4" Brass Bushings			\$9.09	\$45.45		\$11.35	\$56.75		\$8.48	\$42.40
30	AY McDonald 5/8" x 1/2" meter to 1" meter adapter	10254		\$13.03	\$390.90	FORD A24-NL	\$27.55	\$826.50	FA24NL	\$13.45	\$403.50
2	AY McDonald Converts 1" meter to 2" flanged meter	10347		\$77.34	\$154.68	FORD A47-NL	\$164.05	\$328.10	FA47NL	\$80.30	\$160.60
2	AY McDonald Converts 1" meter to 1 1/2" flanged meter	10348		\$75.56	\$151.12	FORD A46-NL	\$160.25	\$320.50	FA46NL	\$78.45	\$156.90

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
2	AY McDonald Convert 1 1/2" meter to 2" flanged meter	10447		\$102.30	\$204.60	FORD A67-NL	\$236.00	\$472.00	FA67NL	\$115.55	\$231.10
20	1/2" Brass 90's		AY McDonald 72290(3/4) EL	\$5.71	\$114.20		\$5.30	\$106.00		\$3.93	\$78.60
20	1/2" Brass Threaded couplings		AY McDonald 72210 3/4	\$4.16	\$83.20		\$4.25	\$85.00		\$3.18	\$63.60
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)		AY McDonald 5624BP 2	\$9.59	\$143.85		\$11.00	\$165.00	FPPLL	\$6.89	\$103.35
30	1 1/2" Stopbox lid with plug	AY McDonald 5814L		\$15.57	\$467.10		\$15.90	\$477.00	FPLLID	\$11.00	\$330.00
15	2" Stopbox lid with plug	AY McDonald 5824L		\$20.70	\$310.50		\$23.75	\$356.25		\$23.79	\$356.85
5	2" Brass THD Coupling		AY McDonald 72206 2	\$20.98	\$104.90		\$22.65	\$113.25		\$16.91	\$84.55
5	2" x 1.5" Brass THD Bushing		AY McDonald 72206 2x1-1/2	\$12.53	\$62.65		\$13.75	\$68.75		\$10.27	\$51.35
12	2" Meter Flange Kit THD		AY McDonald 7610 KIT 2	\$162.84	\$1,954.08	FORD CF-31-77-NL	\$62.70	\$752.40		\$35.59	\$427.08
6	1.5" Meter Flange Kit THD		AY McDonald 7610 KIT 1-1/2	\$118.61	\$711.66	FORD CF31-66-NL	\$48.05	\$288.30		\$33.49	\$200.94
100	1" Brass 90's		AY McDonald 72290 1 EL	\$9.09	\$909.00		\$8.15	\$815.00		\$6.07	\$607.00
3000	5/8" x 1/2" gaskets		AY McDonald 18-G2 3/4	\$0.32	\$960.00		\$0.15	\$450.00	PSMCGF	\$0.20	\$600.00
50	1" angle valve (1" compression to 1" female THD)		AY McDonald 72032TNL1	\$53.97	\$2,698.50	FORD AV41-444-NL	\$68.50	\$3,425.00	FAV41444NL	\$74.69	\$3,734.50
10	1" full port flared angle valve		AY McDonald 72032TNL 1	\$19.83	\$198.30	FORD BA22-444W-NL	\$138.00	\$1,380.00	FBA23444WNL	\$135.79	\$1,357.90
5	3" Brass Meter Flange Kit- THD		AY McDonald 970230 3	\$443.30	\$2,216.50		\$248.00	\$1,240.00		\$160.00	\$800.00
5	4" Brass Meter Flange Kit -THD		AY McDonald 970230 4	\$679.78	\$3,398.90		\$305.00	\$1,525.00		\$243.00	\$1,215.00
1	6" Brass Meter Flange Kit-THD		MIDLAND 970231	NO BID			\$527.00	\$527.00		\$549.00	\$549.00
Total			\$144,808.69			\$149,560.80			\$139,096.52		
Percentage discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period:			25%			NO RESPONSE FROM BIDDER			0%		
Percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period:			25%			NO RESPONSE FROM BIDDER			0%		
Minimum pound delivery per order:			N/A			NO RESPONSE FROM BIDDER			0 LBS.		
Number of calendar day required for delivery from date of receipt of order:			7-180 DAYS, BRASS IS APPROX. 20WEEKS AS OF 1/16/23			7-14 DAYS IF IN STOCK			7-203 DAYS FOR MOST ITEMS. SUBJECT TO MANUFACTURER LEAD TIMES.		
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?			YES			YES			YES		

AND WATER METER MOUNTINGS CONTRACT

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

Recitals

City requested bids/proposals for the Brass Water Service & Meter Installation Materials and Water Meter Mountings contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Ferguson Enterprises LLC
LEGAL NAME OF COMPANY
DBA Ferguson Waterworks
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
LLC - Virginia
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed
3900 44th St. SE
STREET ADDRESS
Kentwood, MI 49512
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

Contractor

By: _____
Kent Vanderwood, Mayor

By: *Daniel Myers*
Signature for Contractor

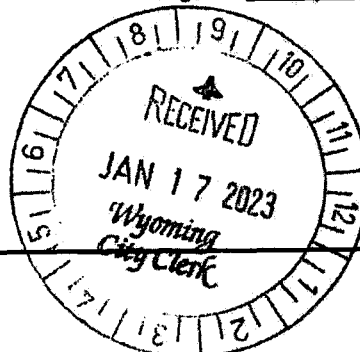
By: _____
Kelli A. Vandenberg, City Clerk

Daniel Myers, Municipal Sales
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 1/17/23

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



BRASS WATER SERVICE & METER INSTALLATION MATERIALS
AND WATER METER MOUNTINGS CONTRACT

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

Recitals

City requested bids/proposals for the Brass Water Service & Meter Installation Materials and Water Meter Mountings contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Core and Main LP
LEGAL NAME OF COMPANY

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

4530 36th St SE
FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Kentwood MI 49512
STREET ADDRESS CITY STATE ZIP CODE

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

Terms and Conditions

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

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

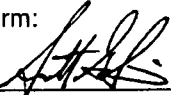
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature for Contractor

Thomas Fisher District Manager
Printed Name & Title of Person Signing

Date signed: 01-25-23

STAFF REPORT

DATE: January 24, 2023
SUBJECT: Bid Award – Sand
FROM: Jodie Theis, Public Services Supervisor
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for sand to the low bidder, GVL Excavating, at a unit price of \$9.00 per Ton of Class II, Bank-run Sand.

COMMUNITY, SAFETY, STEWARDSHIP:

Sand is used as backfill material when completing utility infrastructure repairs throughout the City. The sand specified ensures proper water drainage and to is screened to meet state construction standards.

DISCUSSION:

On Tuesday, January 17, 2023, the City received five bids for sand. One hundred and forty-four invitations to bid were sent to prospective bidders. GVL Excavating was the low bidder.

The Public Works Department uses approximately 3,500 tons of sand each year. The unit cost of the sand will be \$9.00 per Ton, for an estimated yearly total cost of \$31,500. The bid for sand is an increase of 30% from last year's bid price of \$6.90 per Ton. The material is delivered to the Public Works Department, where a stockpile of sand is maintained.

BUDGET IMPACT:

Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 211-441-44210-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATIONS:

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR SAND - BID # 2084

OPENED BY THE CITY CLERK ON JANUARY 17, 2023 AT 11:00 A.M. O'CLOCK

Bidder	Sand (per Ton)
Cordes Inc	\$ 9.40
GVL Excavating	\$ 9.00
MarJo Construction Services	\$ 10.27
Stoneco of Michigan	\$ 9.15
Van Spyker Landscaping	\$ 26.68

SAND CONTRACT

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

Recitals

City requested bids/proposals for the Sand contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Gordon Van Laan Excavating LLC
LEGAL NAME OF COMPANY

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

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

PO Box E
STREET ADDRESS

Moline MI 49335
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

Contractor

By: _____
Kent Vanderwood, Mayor

By: 
Signature for Contractor

By: _____
Kelli A. VandenBerg, City Clerk

Joel Van Solkema Project Manager
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 1/24/23

Approved as to form:



Scott G. Smith, City Attorney

STAFF REPORT

DATE: January 24, 2023

SUBJECT: Bid Award – Stainless Steel Clamp Couplings

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for stainless steel clamp couplings to both Ferguson Enterprises and Etna Supply Company, at the unit prices shown in the attached bid tabulations.

COMMUNITY, SAFETY, STEWARDSHIP:

The use of stainless steel clamp couplings allows the Public Works Department to provide quality water and sewer main repairs that otherwise would need extensive excavation, repair and restoration. The use of couplings ensures that the utility service is repaired in a timely and economical manner.

DISCUSSION:

On Tuesday, January 17, 2023, the City received two bids for stainless steel clamp couplings. One hundred and three invitations to bid were sent to prospective bidders. Ferguson Enterprises was the low bidder. Due to supply chain issues, it is in the best interest of the City to award the bid to both Ferguson Enterprises and Etna Supply Company.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating a yearly total of approximately \$9,900 for stainless steel clamp couplings. The total price based on estimated quantities is a decrease of 7% from last year's total price.

BUDGET IMPACT:

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATIONS:

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR STAINLESS STEEL CLAMP COUPLINGS - BID # 2085

OPENED BY THE CITY CLERK ON JANUARY 17, 2023 AT 11:00 A.M. O'CLOCK

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	Etna Supply Company		Ferguson Enterprises	
					Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
2	4	4.74-5.14	12	10.5	\$102.00	\$204.00	\$99.00	\$198.00
30	6	6.84-7.24	12	12.2	\$112.00	\$3,360.00	\$109.00	\$3,270.00
6	6	6.84-7.24 with 1" tap	12	12.2	\$133.00	\$798.00	\$129.00	\$774.00
6	6	6.84-7.24	15	14.6	\$134.00	\$804.00	\$129.00	\$774.00
15	8	8.99-9.39	12	14.5	\$124.00	\$1,860.00	\$120.00	\$1,800.00
4	8	8.99-9.39 with 1" tap	12	14.5	\$146.00	\$584.00	\$141.00	\$564.00
2	8	8.99-9.39	20	23.2	\$214.00	\$428.00	\$207.00	\$414.00
2	10	11.04-11.44	12	16.5	\$170.00	\$340.00	\$164.00	\$328.00
2	12	13.10-13.50	12	18.7	\$180.00	\$360.00	\$174.00	\$348.00
2	6	6.84-7.24 with 1" tap	20	20	\$215.00	\$430.00	\$207.00	\$414.00
2	8	8.99-9.39 with 1" tap	20	23	\$233.00	\$466.00	\$225.00	\$450.00
2	12	13.10-13.50 with 1" tap	20	29	\$295.00	\$590.00	\$285.00	\$570.00
0	16	17.15-18.35	20	53	\$554.00	\$0.00	\$536.00	\$0.00
Total					\$10,224.00		\$9,904.00	
Brand of clamps bid					Ford		Ford	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes	

STAINLESS STEEL CLAMP COUPLINGS CONTRACT

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

Recitals

City requested bids/proposals for the Stainless Steel Clamp Couplings contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means:

	Ferguson Enterprises LLC
	<small>LEGAL NAME OF COMPANY</small>
	Ferguson Waterworks
	<small>BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE</small>
	Virginia - LLC
	<small>FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed</small>
	3900 44th St. SE
	<small>STREET ADDRESS</small>
	Kentwood, MI 49512
	<small>CITY STATE ZIP CODE</small>

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

Terms and Conditions

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

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

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

City of Wyoming

Contractor

By: _____
Kent Vanderwood, Mayor

By: *Daniel Myers*
Signature for Contractor
Daniel Myers, Municipal Sales

By: _____
Kelli A. VandenBerg, City Clerk

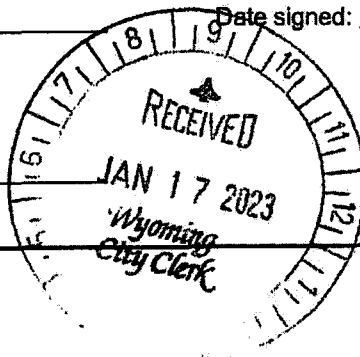
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 1/17/23

Approved as to form: *[Signature]*

Scott G. Smith, City Attorney



STAINLESS STEEL CLAMP COUPLINGS CONTRACT

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

Recitals

City requested bids/proposals for the Stainless Steel Clamp Couplings contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: ETNA SUPPLY COMPANY
LEGAL NAME OF COMPANY
WHOLESALE MICHIGAN
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
4901 CLAY AVE SW
STREET ADDRESS
GRAND RAPIDS MI 49518
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

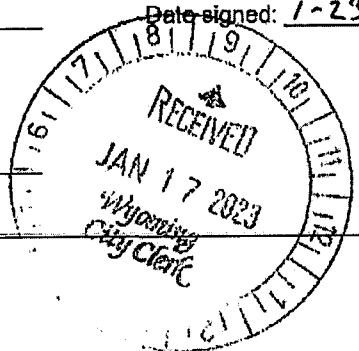
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming
By: _____
Kent Vanderwood, Mayor
By: _____
Kelli A. VandenBerg, City Clerk

Contractor
By: [Signature]
Signature for Contractor
DALETON POTEMETER CSR
Printed Name & Title of Person Signing

Date signed: _____ Date signed: 1-23-23

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



STAFF REPORT

DATE: January 24, 2023
SUBJECT: Bid Award – Topsoil
FROM: Jodie Theis, Public Services Supervisor
Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for topsoil to Bultsma Construction Co., at a unit price of \$7.85 per ton of screened topsoil.

COMMUNITY, SAFETY, STEWARDSHIP:

Topsoil is used throughout the City by the Public Works Department to restore surface damage caused by maintenance practices such as utility repairs, sidewalk repairs or tree removals. Topsoil purchased and used by the City is made from composted materials.

DISCUSSION:

On Tuesday, January 17, 2023, the City received six bids for topsoil. Ninety-two invitations to bid were sent to prospective bidders. Bultsma Construction Company was the low bidder.

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$7.85 per ton, for an estimated yearly total cost of approximately \$9,420. The unit price is the same as last year's bid price of \$7.95. The material is delivered to the Public Works Department where a stockpile of topsoil is maintained.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATIONS:

TABULATION OF BIDS
FOR TOPSOIL - BID # 2086

OPENED BY THE CITY CLERK ON JANUARY 17, 2023 AT 11:00 A.M. O'CLOCK

Bidder	Screened Topsoil (per Ton)
Bultsma Construction Company	\$ 7.85
Generation III Excavating LLC	\$ 48.55
MarJo Construction Services (Shoemaker Topsoil)	\$ 16.57
MarJo Construction Services (Denali Topsoil)	\$ 19.20
Oetman Excavating LLC	\$ 12.40
Van Spyker Landscaping	\$ 30.84

TOPSOIL CONTRACT

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

Recitals

City requested bids/proposals for the Topsoil contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 17, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Dave Bultema & Associates, Inc
LEGAL NAME OF COMPANY
Bultema construction co.
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
corporation - Michigan
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed
10615 Burlingame Ave
STREET ADDRESS
Byron center MI 49319
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Contractor

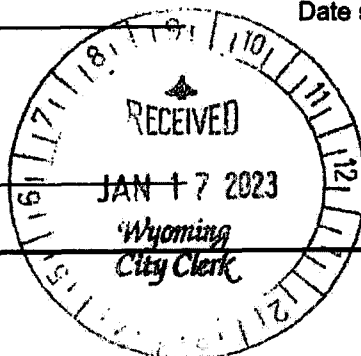
By: [Signature]
Signature for Contractor

Justin Bultema - vice President
Printed Name & Title of Person Signing

Date signed: 1-17-23

Approved as to form:

[Signature]
Scott G. Smith, City Attorney



STAFF REPORT

Date: January 26, 2023

Subject: Bid Award – Wilson Avenue Force Main Improvement Plan

From: Grant Simons, Civil Engineer

Date of Meeting: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council award the Wilson Ave Force Main Improvement Plan bid to Prein & Newhof, Inc. in an amount not to exceed \$16,600 and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of collection systems and infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the collection system operation.

DISCUSSION:

The City owns and maintains eleven sanitary sewer lift stations, which pump sanitary sewage uphill through force mains in locations where sewage cannot naturally flow via gravity towards the Clean Water Plant. A force main in Wilson Avenue near Costco has broken on three separate occasions, two in the last two years. These force main breaks are expensive to repair and discharge sewage onto City streets and nearby waterways, requiring a remedial response and triggering State reporting requirements.

A request for proposals to investigate the causes of these breaks and investigate viable repair or replacement alternatives was developed and made available to the public via the City e-bidder website. One proposal was received on January 24, 2023 from Prein & Newhof. Bidders were asked to provide a not-to-exceed price, along with staffing hourly rates per employee per task performed. Prein & Newhof's not-to-exceed price is \$16,600, which is lower than was anticipated.

Prein & Newhof proposes soils testing, pipe material inspection, and other evaluations to determine a cause of the force main breaks and compare potential solutions. The proposed work meets the expectations of Public Works staff for the project. Wyoming has contracted with Prein & Newhof for several projects in the past and has been very satisfied with the quality and responsiveness of their work.

BUDGET IMPACT:

Sufficient funds are budgeted in account 590-441-54200-956.000.

ATTACHMENT:

Contract

STAFF REPORT

Date: January 26, 2023
Subject: Routers and Firewalls for Water System Network Refresh
From: Paul Gerndt, Director of Information Technology
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended that the City Council accept bids for Watchguard Firewalls and for Cradlepoint Routers with Antennas from Zones, LLC at a total investment not to exceed \$60,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Operation of the Wyoming/Ottawa Water System requires significant annual investment related to communications. Maturity of cellular communication options, as an alternative to legacy fixed line communications, provide an opportunity for significant operational savings without compromising the security of system facilities.

DISCUSSION:

The City of Wyoming drinking water utility operates an extensive data network, connecting its treatment and pumping facilities to multiple sites throughout the distribution network, including over 20 wholesale customer facilities throughout Kent and Ottawa counties. The data network enables real-time collection of distribution system telemetry such as flows, pump status, valve positions, and tank levels. It also enables control of pumps and valves, and monitoring of site security.

The current data network is largely comprised of T-1 circuits provided by AT&T. Spread spectrum radio and AT&T Metro Ethernet (ASE) are used to connect a small number of sites. The choice of technology used at each site is dependent on the bandwidth needs and telecommunications infrastructure available at each site.

T-1, short for Transmission System 1, was introduced in 1962 in the Bell System. It was a popular network system due to its reliability and ability to send or receive 24 simultaneous data streams over a single copper circuit. Total throughput of a T-1 circuit is 1.544 megabits per second (Mbps). AT&T has announced the retirement of the copper T-1 network architecture due to three primary factors: increased customer bandwidth requirements, spare parts availability, and aging infrastructure.

Copper T-1 circuits require proprietary electronics, both at the customer premise (City end of the circuit) and the provider's central office (CO). We are told that spare parts to service copper T-1s are difficult to obtain.

On January 24, 2023, the City received five bids for WatchGuard T40 Security Appliances. 34 invitations to bid were sent to and/or downloaded. The low bidder is Zones, LLC.

Bidder	Watchguard T40	Leadtime (weeks)
Zones LLC	\$ 24,061.00	1
Dreadnought Endeavors	\$ 24,755.20	2
Sehi Computer Products	\$ 26,560.00	4
Sentinel Technologies	\$ 31,020.00	1
VDA Labs	\$ 27,690.20	

A machine-to-machine cellular data plan, configured to support the utility’s needs, is expected to cost \$36.00 per month, per site. The current T-1 expense is approximately \$412 per site, per month. After the initial investment in hardware, the switch to cellular is expected to result in annual savings of approximately \$56,000.

BUDGET IMPACT:

Sufficient funding for this purchase is budgeted and available in account 591-591-55300-740.000 (Water Fund-Water Utility-Pumping and Treatment-Operating Supplies).

CRADLEPOINT E300 SERIES ENTERPRISE ROUTERS AND ANTENNAS CONTRACT

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

Recitals

City requested bids/proposals for the **Cradlepoint E300 Series Enterprise Routers and Antennas** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of **January 24, 2023** and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Zones, LLC
LEGAL NAME OF COMPANY

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

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

1102 15th St SW Suite 102
STREET ADDRESS

Auburn, WA 98001
CITY STATE ZIP CODE

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

Terms and Conditions

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


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

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

City of Wyoming
By: _____
Kent VanderWood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor
By: 
Signature for Contractor

Jon Bailey, VP Business and Legal Affairs
Printed Name & Title of Person Signing

Date signed: 1/30/2023



WATCHGUARD FIREBOX T40 SECURITY APPLIANCES CONTRACT

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

Recitals

City requested bids/ for the **WatchGuard Firebox T40 Security Appliances** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 24, 2023 and related required materials (the "Bid") that was selected by City

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"Contractor" means: Zones, LLC
LEGAL NAME OF COMPANY

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

1102 15th St SW Suite 102
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Auburn WA 98001
CITY STATE ZIP CODE

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

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

City of Wyoming

Contractor

By: Kent VanderWood, Mayor


By: 
Signature for Contractor

By: Kelli A. VandenBerg, City Clerk

Jon Bailey, VP Business and Legal Affairs
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 1/30/2023

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

STAFF REPORT

Date: January 31, 2023
Subject: Community Clean-Up Day
From: Lew Manley, Inspections Supervisor
Cc: Nicole Hofert, Director of Community and Economic Development
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended City Council award the proposal for disposal services for community clean-up day to Plummers Disposal Service, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

The annual clean-up day has been successful at reducing accumulated garbage, litter, and debris throughout the Wyoming community. At the last clean-up day, 22 roll-off containers which equaled 18.74 tons was collected from 218 residents. Community members are also able to pay a low cost to dispose of tires and mattresses.

This event directly impacts the removal of garbage, litter, and debris thereby reducing the potential of blighting influences within the community. Blight has a direct impact on property values and the elimination of blighting influences adds value to the community.

Well maintained properties have a positive impact on neighborhoods. The annual community clean-up day encourages removal of potential code violations from properties to ensure all neighboring property values are maximized. All residents in the City of Wyoming are invited to participate in the clean-up day event at no cost, with the exception of a small fee for tires and mattresses.

DISCUSSION:

On January 10, 2023, the City received two bids, as shown on the attached tabulation sheet, for community clean-up day disposal services. 150 invitations to bid were sent to and/or downloaded by prospective bidders. Plummers Disposal Service, Inc. submitted the low bid in the amount of a minimum fee of \$7,000 which includes 20 roll-off containers, a hi-low, set-up, portable restrooms, clean-up, and removal of the equipment from the site.

The Looks Good/Feels Good Strategic Planning Committee has identified blight as an ongoing concern in our community. Over the past several years the City has supported an annual clean-up day to help reduce blight. While the event is supported by many volunteers, additional funds in the estimated amount of \$2,300.00 are necessary for some paid staff and event supplies.

City Council supported five previous clean-up day events, which proved to be very successful. Over the past five years, staff documented an average of 300 vehicles passing through the event, with 2019 having the largest turnout of 443 vehicles.

BUDGET IMPACT:

Funding is available in the Public Works solid waste fund. The Public Works department has identified that approximately four employees will be required to work the 2023 clean-up day to successfully accomplish the tasks required for the event.

Estimated expenses for the community clean-up day are as follows. If additional roll-off containers are needed over the minimum of 20, the amount charged is \$325 per container.

Type	Account Number	Fee
Staff	230-441-44300-956.000 Solid Waste Fund	\$1,800
Supplies	230-441-44300-956.000 Solid Waste Fund	\$500
Plumbers Proposal (minimum base fee)	230-441-44300-956.000 Solid Waste Fund	\$7,000 (20 roll-off containers)
Total	230-441-44300-956.000 Solid Waste Fund	\$9,300

Attachment: Tabulation Sheet

Tabulation of Bids							
2080 - Disposal Services Community Cleanup Day 2023							
Opened by the City Clerk on January 10, 2023 at 11:00 AM O'clock							
Bidder	Minimum number of staff members proposed to assist during the timeline of the event	Price to exchange and haul away each 20-yard container (each)	Mattress and box springs (each)	Tires (each)	Number of portable restrooms (at no additional charge)	Minimum Base Fee (to include a maximum of 20 containers)	Notes
Plummers Disposal Service Inc.	8-10	\$325.00 Includes 4,000 lbs. Over 4,000 lbs is billed @ 3.5 cents per lb.	\$22.00	\$12.00	4	\$7,000.00	Residents to pay Plummers on site for mattresses, box springs and tires.
Allied Waste Systems, Inc. dba Republic Services of Jenison	10	\$485.00	No extra charge	\$10.00 charge to the City of Wyoming	2	\$9,700.00	

DISPOSAL SERVICES COMMUNITY CLEANUP DAY CONTRACT

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

Recitals

City requested bids/proposals for the **Disposal Services Community Cleanup Day** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 10, 2023 and related required materials (the "Bid") that was selected by City

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

"Contractor" means: Plummers Disposal Service Inc.
LEGAL NAME OF COMPANY

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

1160 Electric Ave
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Wayland MI 49348
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: Kent VanderWood, Mayor

By: Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

Contractor

By: Travis Lazarski
Signature for Contractor

Travis Lazarski, Division Manager
Printed Name & Title of Person Signing

Date signed: 12-27-2022

STAFF REPORT

Date: January 31, 2023
Subject: 2023-2026 Weed Control and Property Maintenance Clean Up Contract
From: Lew Manley, Inspections Supervisor
Cc: Nicole Hofert, Director of Community and Economic Development
Meeting Date: February 6, 2023

RECOMMENDATION:

It is recommended City Council award the bid for weed control/property clean-up services to Waste Trends in the amounts as shown on the attached tabulation sheet.

COMMUNITY, SAFETY, STEWARDSHIP:

Well maintained properties have a positive impact on neighborhoods, such as property values and curb side appeal. This service is instrumental if property owners are not willing to do their part and adhere to the ordinances adopted by the City.

Blight is not only unpleasant to look at, but it poses other potential hazards such as health issues, the potential for harborage of unwanted varmints and decay of structures on the property.

DISCUSSION:

On January 10, 2023, the City received four bids, as shown on the attached tabulation sheet, for weed control/property clean-up services. Fifty-seven invitations to bid were sent to and/or downloaded by prospective bidders. It is recommended the City award the bid to Waste Trends.

The City of Wyoming Ordinances addresses exterior yard conditions of both vacant and occupied properties. Trash and debris issues may be present at any time; however, they are most prevalent during the same time. In addition, the Lawns, Gardens and Water Efficient Landscaping Ordinance which regulates the height of grass and/or weeds is enforced May 1 through November 1 of each calendar year. The City requested bids for weed control/property clean-up services as needed.

After review of all bids received and follow-up discussions with the bidders it was determined the third lowest bid, submitted by Waste Trends best met the needs of the City. Waste Trends will provide an adequate amount of equipment and staff to complete the volume of work in a timely manner.

Review of the lowest bid from Gators Lawn Service and conversations with the company, which included discussion about equipment and staff time, and based on past experiences with contractors who quoted extremely low bid prices, have shown that contractors are not able to sustain the required volume of work at the bid prices quoted in a timely manner. In the past, with

previous contractors, it has put the City in a situation where blight elimination was suspended until a new contractor was acquired. The second lowest bid was received from Natural Landscape, LLC, the City's current contractor for this work. In the past year, Natural Landscape, LLC has had staffing issues and as a result, the City has not received the quality service they were expecting. Jobs were not always scheduled in a timely manner, work order instructions were not always followed, and the required pictures of performed work were inadequate, or at times not available. Natural Landscape, LLC has been made aware of the situations.

BUDGET IMPACT:

Fees paid to the contractor are invoiced to the property owner as follows:

Weed Control

1st offense – cost plus 50%

2nd offense – cost plus 100%

3rd offense – cost plus 150%

Any subsequent offenses charged the greater of the cost plus 200% or cost plus \$1000.

Property Maintenance Cleanup

Cost plus 100%

Estimated impacts on both the revenue and expense accounts are in the table below. These expenses were approved for the FY 2023 budget and are included in the proposed FY 2024 budget.

Estimated Revenue*	Acct Number	Units	Per Unit	Total
Fees Weed Cutting Services	249-641.000	100	\$187.50	\$18,750
Fees Property Maintenance Services	249-641.011	70	\$270.00	\$18,900
Total estimated annual revenue				\$37,650

Estimated Expense	Acct Number	Units	Per Unit	Total
Weed Cutting	249-371-37210-931.000	100	\$125.00	\$12,500
Property Maintenance/Dump Fees	249-317-37210-932.000	70	\$135.00	\$ 9,450
Done on Arrival	37210-931.000 and 932.000	20	\$50.00	\$1,000
Total estimated annual expense				\$22,950

Attachment: Tabulation Sheet

Tabulation of Bids

2087- Weed Control / Property Clean Up April 1, 2023 Through March 31, 2026

Opened by the City Clerk on January 10, 2023 at 11:00 AM O'Clock

Bidder Name	4/1/2023-3/31/2024	4/1/2024-3/31/2025	4/1/2025-3/31/2026
Gator's Lawn Care Grass and Weed Mowing	\$45.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour
Gator's Lawn Care Clean Up of Lots & Securing Buildings	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour
Gator's Lawn Care Lots in Compliance Upon Arrival	\$45.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour
Natural Landscape Grass and Weed Mowing	\$99.00 Per Hour	\$99.00 Per Hour	\$99.00 Per Hour
Natural Landscape Clean Up of Lots & Securing Buildings	\$110.00 Per Hour	\$110.00 Per Hour	\$110.00 Per Hour
Natural Landscape Lots in Compliance Upon Arrival	\$55.00 Per Hour	\$55.00 Per Hour	\$55.00 Per Hour
Waste Trends Grass and Weed Mowing	\$125.00 Per Hour	\$135.00 Per Hour	\$135.00 Per Hour
Waste Trends Clean Up of Lots & Securing Buildings	\$135.00 Per Hour	\$145.00 Per Hour	\$145.00 Per Hour
Waste Trends Lots in Compliance Upon Arrival	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour
J and F Lawn and Snow Service Grass and Weed Mowing	\$250.00 Per Hour	\$262.50. Per Hour	\$275.62 Per Hour
J and F Lawn and Snow Service Clean Up of Lots & Securing Buildings	No Bid	No Bid	No Bid
J and F Lawn and Snow Service Lots in Compliance Upon Arrival	\$78.00 Per Hour	\$81.90 Per Hour	\$85.99 Per Hour

WEED CONTROL/PROPERTY CLEAN UP SERVICES CONTRACT

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

Recitals

City requested bids/proposals for the **WEED CONTROL/PROPERTY CLEAN UP SERVICES** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 10, 2023 and related required materials (the "Bid") that was selected by City

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"Contractor" means: Waste Trends
LEGAL NAME OF COMPANY

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

1225 Dale Ct. NE
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Grand Rapids, MI 49505
STREET ADDRESS CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Kent VanderWood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

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

Contractor

By: [Signature]
Signature for Contractor

James A. Gray (CEO)
Printed Name & Title of Person Signing

Date signed: 1-08-2023

ORDINANCE NO. 1-23

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 90-204, 90-207, AND 90-219 IN ARTICLE 2; SECTION 90-333 IN ARTICLE 3; SECTIONS 90-416A AND 90-417A IN ARTICLE 4B; SECTIONS 90-401B, 90-402B, 90-408B, AND 90-413B IN ARTICLE 4B; SECTION 90-508 IN ARTICLE 5; SECTION 90-1313 IN ARTICLE 11, DIVISION 3; AND SECTION 90-2100 IN ARTICLE 11, DIVISION 11

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-204 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-204 DEFINITIONS "D"

Dedicated Transit Stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep wall injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

(1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.

(2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

Downtown development authority area: That area bordering both sides of 28th Street between Division Avenue and Byron Center Avenue, as described in section 2-214 of this Code.

Drive-through establishment: A business in which all or part of the business consists of providing goods and services from a drive-through window to patrons in motor vehicles.

Dumpster or waste receptacle: Any accessory exterior container used for the temporary storage of rubbish, pending collection, having the capacity of at least one cubic yard. Exterior compactors shall be considered to be dumpsters or waste receptacles for the purposes of screening regulations.

Dwelling:

(1) *Manufactured home*: A dwelling which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located and transported to the building site on its own wheels or a flatbed trailer.

(2) *Multiple-family*: A building, or portion thereof, used or designed as residences for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided. Multiple-family buildings without a second floor common hallway are termed townhouses.

(3) *Single-family*: A detached building or manufactured home designed exclusively for the complete living accommodations of one family, and containing one dwelling unit only.

(4) *Single-family, attached*: A single-family dwelling erected side by side to another similar unit in a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof, and having a separate exterior entrance.

(5) *Site built*: A dwelling which is substantially built, constructed, assembled, and finished on the premises which are intended to serve as its final location. Site built dwellings also include those constructed of precut materials and panelized wall, roof and floor sections when such sections require substantial assembly and finishing on the premises which are intended to serve as its final location.

(6) *Two-family*: A detached building, designed for or occupied exclusively by two families living independently of each other. May also be termed as a duplex.

Dwelling unit:

(1) *Dwelling unit*: A building or portion thereof having cooking and housekeeping facilities, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or transiently, but in no case shall a motor home, trailer coach, garage, automobile chassis, portable building or tent be considered a dwelling.

In case of mixed occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the applicable provisions relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site built units.

(2) *Efficiency unit*: An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.

Section 2. That Chapter 90, Article 2, Section 90-207 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-207 DEFINITIONS "G"

Garage: An accessory building or portion of a principal building designed or used solely for the storage of motor vehicles, boats, and similar vehicles owned and used by the occupants of the building to which it is accessory.

Glare: The effect, measured at the lot line, of excessive brightness sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Good Neighbor Plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A Good Neighbor Plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance;

- (8) Description of supportive services, when applicable;
- (9) Description of services provided for children, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Grade:

- (1) *Grade, average:* The arithmetic average of the lowest and highest grade elevations in an area within six feet of the foundation line of a building or structure.
- (2) *Grade:* The ground elevation established for the purpose of regulating the number of stories and the height of buildings.
- (3) *Grade, natural:* The elevation of the ground surface in its natural state, before construction begins.

Greenbelt: A strip of land located between the property line and the front or secondary front yard building or parking setback line dedicated to for the planting of shrubs, trees and/or grasses to serve as an obscuring screen or buffer between the property and the adjacent roadway.

Section 3. That Chapter 90, Article 2, Section 90-219 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-219 DEFINITIONS "S"

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

- (1) *Private or business:* Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
- (2) *Business, trade, technical, industrial or vocational:* A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Secondhand dealer:

- (1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
 - (a) Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
 - (b) New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
 - (c) Used car dealers.
 - (d) Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- (2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
- (3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.

(4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.

(5) Nonprofit organizations selling donated goods are required to obtain special use approval.

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure or group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Sign: For definitions of specific sign types and terms, see Article 7.

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

(1) *Full story:* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.

(2) *Half story:* The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below. Tri-level shall be considered as one and one-half stories. Figure 90-219-2.

Street:

(1) *Alley:* A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.

(2) *Collector street:* A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.

(3) *Cul-de-sac:* A local street of short length, having one end permanently terminated by a vehicular turnaround.

(4) *Local street:* A street used primarily for access to abutting properties.

(5) *Major thoroughfare*: A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).

(6) *Marginal access street*: A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.

(7) *Private road*: A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.

(8) *Public street*: A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, Section 74-176, as amended.

Supportive Housing Program:

(1) *Emergency Shelter*: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

(2) *Permanent Supportive Housing*: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.

(2) *Transitional Housing Program*: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Section 4. That Chapter 90, Article 3, Section 90-333 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-333 PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, AND EMERGENCY SHELTERS

All Permanent Supportive Housing, Transitional Housing, and Emergency Shelters shall submit a Good Neighbor Plan to the City Planner on an annual basis for approval.

Section 5. That Chapter 90, Article 4A, Section 90-416A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-416A PRINCIPAL PERMITTED USES

In the R-4 residential district, the following uses are permitted:

(1) All principal permitted uses in the R-3 district.

(2) All permitted uses after special approval in the R-3 district.

(3) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4 or R-5. All ingress and egress shall be directly onto such major thoroughfare.

- (4) Private educational facilities.
- (5) Convalescent and nursing homes.
- (6) Foster care group homes.
- (7) Boardinghouses (rooming houses).
- (8) Accessory buildings and uses customarily incidental to the above uses.
- (9) Off-street parking.
- (10) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (11) Transitional Housing for up to 10 individuals.
- (12) Permanent Supportive Housing for up to 10 individuals.

Section 6. That Chapter 90, Article 4A, Section 90-417A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-417A PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the R-4 residential district subject to the approval of the planning commission:

- (1) Medical Clinics.
- (2) Medical Office Complexes.
- (3) Dental Clinics.
- (4) Community Centers.
- (5) Transitional Housing for more than 10 individuals.
- (6) Permanent Supportive Housing for more than 10 individuals.
- (7) Emergency Shelters within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.

Section 7. That Chapter 90, Article 4B, Section 90-401A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401B PRINCIPAL PERMITTED USES

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

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
 - (a) Laundry agency.
 - (b) Self-service laundry and dry cleaning.
 - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
 - (d) Dressmaking.
 - (e) Millinery.
 - (f) Tailor and pressing shop.
 - (g) Shoe repair shop.
- (6) Equipment services as follows:
 - (a) Radio or television shop.
 - (b) Electric appliance shop.
 - (c) Watch repair shop.
 - (d) Shoe repair shop.
 - (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian

walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:

- (a) Grocery, baked goods and delicatessen.
 - (b) Restaurant.
 - (c) Ice cream stand or shop.
 - (d) Uses similar to the above.
- (8) Offices as follows:
- (a) Business.
 - (b) Medical.
 - (c) Professional.
- (9) Personal services as follows:
- (a) Barbershop.
 - (b) Beauty shop.
 - (c) Health salon.
 - (d) Photographic studio.
 - (e) Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
- (a) Drugstore.
 - (b) Hardware store, paint and wallpaper.
 - (c) Stationer.
 - (d) News dealer.
 - (e) Apparel shop.
 - (f) Household appliances.
 - (g) Flower shop.
 - (h) Gift shop.
 - (i) Variety stores.
 - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical culture facilities, gymnasiums, and reducing salons.
- (15) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.
- (16) Transitional Housing for up to 10 individuals.
- (17) Permanent Supportive Housing for up to 10 individuals.

Section 8. That Chapter 90, Article 4B, Section 90-402B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL

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

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent Care Centers
- (6) Transitional Housing for more than 10 individuals.
- (7) Permanent Supportive Housing for more than 10 individuals.

Section 9. That Chapter 90, Article 4B, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B PERMITTED USES AFTER SPECIAL APPROVAL

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

- (1) All principal permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
- (10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (11) College or university.
- (12) Radio or television tower.
- (13) Uses similar to the principal permitted uses of section 90-448 and not listed elsewhere in this chapter as a principal permitted use or special approval use.
- (14) Boardinghouses. Not permitted in the downtown development authority area.
- (15) Cocktail lounges, nightclubs and taverns.
- (16) Adult businesses as defined in section 14-88 of this Code. Not permitted in the downtown development authority area.
- (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Assembly halls and churches.
- (21) Community centers.
- (22) Transitional Housing for more than 10 individuals.
- (23) Permanent Supportive Housing for more than 10 individuals.
- (24) Emergency Shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.

Section 10. That Chapter 90, Article 4B, Section 90-413B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-413B SPECIAL USES

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

- (1) All principal permitted uses allowed in the B-2 district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.

- (6) Transitional Housing for more than 10 individuals.
- (7) Permanent Supportive Housing for more than 10 individuals.

Section 11. That Chapter 90, Article 5, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

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

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

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See Sec. 90-320 for additional requirements.
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.
Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see "Commercial greenhouses" & "of less than 1000 sq. ft.")	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Emergency Shelter	R-4, B-2	—	—	—	See Sec. 90-333 Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, ER, R-7, B-3, PUD-1	15,000 square feet	Outdoor play of 100 square feet per child for which the facility is designed to care for with a minimum yard area of 1,500 square feet.	Fence at least 4 feet in height to enclose the rear yard.	Lot must front upon a major thoroughfare with drive access directly thereto.
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Permanent Supportive Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50ft, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Public utility buildings, telephone exchange buildings, former stations electric trans- and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—
Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333

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

The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform

more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

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

Section 12. That Chapter 90, Article 11, Division 3, Section 90-1313 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1313 PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, AND EMERGENCY SHELTERS

- A. Context Areas
 1. Permanent Supportive Housing and Transitional Housing for up to 10 individuals are permitted by right in all context areas.
 2. Permanent Supportive Housing and Transitional Housing for more than 10 individuals are permitted as a special use in all context areas.
 3. Emergency Shelters are permitted as a special use in all context areas, but must be located within 0.25 mile of a dedicated transit stop or medical office.
- B. All Permanent Supportive Housing, Transitional Housing, and Emergency Shelters shall submit a Good Neighbor Plan to the City Planner on an annual basis.

Section 13. That Chapter 90, Article 11, Division 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100 APPLICABILITY

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

DEFINITIONS "A"

Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to Rear Alley.

Apartment Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural Elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in Division 3: Encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance.

At-Grade Frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

DEFINITIONS “B”

Balcony: An open outdoor portion of an upper floor.

Balcony Private Frontage: The balcony is a frontage type placed along the Principal Frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one half (1/2) of its height below grade.

Bay or Bay Window: An interior portion of an upper floor extending beyond the building’s exterior wall plane that is not supported from below by vertical columns or piers.

Building Façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building Footprint: The shape and placement of the ground floor of a structure on the parcel.

Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building Height: Refer to Height, Building.

Building To Line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build To Zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building Types are regulated in Division 6 and are allowable within various Context Areas.

Building Composition: The essential architectural characteristics that define a specific Building Type.

DEFINITIONS “C”

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic Building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the

building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: Refer to Glass, Clear.

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, public realm standards, and Thoroughfare Type into the regulation.

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

DEFINITIONS “D”

Dedicated Transit Stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A Minor, Major, or Public Infrastructure modification to selected Form Based Code requirements, refer to Division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through Frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience.

Storefronts are at grade with the sidewalk and are sometimes shaded by awnings. *Drive-through Zone:* The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Private Frontage.

DEFINITIONS “E”

Eave: The projecting overhang along the sloped edge of a pitched roof.

DEFINITIONS “F”

Façade: Refer to Building Façade.

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish Ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish Floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form Based Code Area: The area on the City of Wyoming Zoning Map (located in Chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a Principal Frontage Line or a Secondary Frontage Line.

Frontage line, Principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, Secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing Zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

DEFINITIONS “G”

Glass, Clear: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good Neighbor Plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A Good Neighbor Plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance, when applicable;
- (8) Description of supportive services;
- (9) Description of services provided for children, when applicable, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Greenbelt: A twenty-five (25) foot deep landscaped area that is required at frontages along 28th Street. Refer to Division 3.

Ground Cover: Grass, vegetative cover, or other living landscape.

Ground Sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

DEFINITIONS “H”

Height, Building: The number of stories allowed by either the Building Type and/or the Context Area, with actual measurement of individual stories determined according to specific building types in Division 6.

Horizontal Expression Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

DEFINITIONS “I”

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

DEFINITIONS “J”

No definitions for this section.

DEFINITIONS “K”

No definitions for this section.

DEFINITIONS “L”

Lightwell: A component of the Lightwell Private Frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

Lightwell Private Frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access

to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live / Work Building Type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot Coverage: The percentage of the lot that is taken up by buildings.

DEFINITIONS “M”

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical Office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed Use Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

DEFINITIONS “N”

New Development: Development occurring on a vacant parcel of land.

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

DEFINITIONS “O”

Optional: A feature or element that is not required, but may be provided on the project at the applicant’s discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

DEFINITIONS “P”

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian Travel Zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch Private Frontage: The porch is a frontage type placed along the Principal Frontage line(s) within a build-to-zone. Porches are open-air structures that are attached to the Principal Building, forming a covered entrance. Porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal Entrance: The main entry to a building, located along the principal frontage line.

Principal Frontage: Refer to Frontage, Principal.

Private Frontage Type: The privately owned area between the frontage line and the building façade. Private Frontage Types are applied to Building Types to ensure that the building adequately engages the street frontage and public realm. Private Frontages are regulated in Division 6 and are assigned to Building Types in Division 7.

Projecting Sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle.

Public Infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public Realm: The area between the façade of a building and the corresponding façade of the building across the street.

DEFINITIONS “Q”

No definitions for this section.

DEFINITIONS “R”

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail Building Type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with Mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way Line: A line that forms the boundary of the right-of-way.

Rowhouse Building Type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS “S”

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront Private Frontage: The shopfront is a frontage type placed along the Principal Frontage line in a build-to-zone. It is typically associated with retail uses at the first story in Context Areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary Frontage: Refer to Frontage, Secondary.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours.

Synonymous with Sandwich Board Sign.

Sign Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with *Horizontal Expression Band*.

Sign Band Sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-Family House Building Type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel.

Synonymous with Site Placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop Private Frontage: The stoop is a frontage type typically placed along the Principal Frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront Private Frontage: The storefront is a frontage type placed along the Principal (and sometimes Secondary) Frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive Housing Program:

- (1) *Emergency Shelter:* Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) *Permanent Supportive Housing:* Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (2) *Transitional Housing Program:* A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

DEFINITIONS “T”

Terrace: A component of the Lightwell and Shopfront Private Frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor.

Terraces may be covered with a roof or uncovered. On Lightwell Private Frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to Lightwell definition.

Thoroughfare Type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to Glass, Clear.

Two-Family House Building Type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

DEFINITIONS “U”

Utility Easement: A private easement given to a public utility as per Michigan's Land Division Act.

DEFINITIONS “V”

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

DEFINITIONS “W”

Wall Sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window Sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

DEFINITIONS “X”

No definitions for this section.

Section 14. This ordinance shall take effect on _____, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2023.

Kelli A. Vandenberg
Wyoming City Clerk

December 27, 2022

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Article 2, Article 3, Article 4, Article 5, and Article 11 of the Zoning Code to allow Transitional Housing

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on December 20, 2022. A motion was made by Hall, supported by Randall, to recommend to the City Council adoption of revised Article 2, Article 3, Article 4, Article 5, and Article 11 text amendments which would allow for transitional housing in the City of Wyoming. 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.

Earlier this year, Staff was approached by multiple non-profit organizations with questions about housing—especially housing for those experiencing homelessness—in the City of Wyoming. Staff identified that the City’s Zoning Code does not allow for most forms of transitional housing or emergency shelters. As follow-up, Staff researched how other communities in Michigan addressed this issue in their zoning codes, how the US Department of Housing and Urban Development funds and regulates these housing types, and how these housing types could be supported by the City’s Zoning Code.

Staff summarized this research in a staff report that was presented at the September 12, 2022, City Council Work Session. The discussion with City Council continued at the October Work Session and, at that the conclusion of that public meeting, City Council gave staff guidance as to how it would like to accommodate transitional housing and emergency shelters in the City of Wyoming. The proposed text amendments reflect Council’s guidance and were presented to Planning Commission at its November 15 and December 20 meetings.

The package of proposed text amendments allows for transitional housing and emergency shelters in both Euclidean and Form-Based code districts and revises five articles across those two codes and include the following changes:

- Permit transitional housing and permanent supportive housing with special use approval in R-4 zone districts and require a good neighbor plan for those developments.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Renee Hill

Marissa Postler

Robert Postema

Kent Vanderwood, Mayor

- Permit transitional housing and permanent supportive housing by right for facilities housing up to 10 individuals in all commercial zone districts, including form-based code, and require a good neighbor plan for those developments.
- Permit transitional housing and permanent supportive housing with special use approval for facilities housing 11 individuals or more in all commercial zone districts, including form-based code, and require a good neighbor plan for those developments.
- Permit emergency shelters with special use approval within ¼ mile of a dedicated transit stop or health care clinic in R-4, B-2, and form-base code zone districts and require a good neighbor plan for those developments.

During the public hearing at the November 2022 Planning Commission meeting, there were no comments received. The proposed zoning code text amendment is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with the first name "Nicole" and last name "Hofert" clearly distinguishable.

Nicole Hofert, Director
Community and Economic Development Department

Cc: Curtis Holt, City Manager

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

PLANNING COMMISSION
MEETING MINUTES OF DECEMBER 20, 2022
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, VanDuren, Weller, Zapata

MEMBERS ABSENT: None

STAFF PRESENT: Hofert, Director of Community & Economic Development
Meagher, Planner II
Smith, Planner II
Dent, Recording Secretary

CALL TO ORDER

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

APPROVAL OF MINUTES

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

APPROVAL OF AGENDA

Meagher stated that there was a change to the agenda regarding agenda item #2. The agenda item shall be categorized as New Business since the item is not a Public Hearing agenda item.

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

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

There was no public comment and the public hearing was closed.

NEW BUSINESS

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 (Wyoming Planning Staff)

Smith explained that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Smith said that through the review process and conversations with local stakeholders, staff had identified that building height regulations in the form-based code could be clarified to reduce confusion about maximum height standards, to better meet the Master Plan's vision for "reinforc[ing] existing concentrations of commercial development," and to better position Wyoming's commercial corridors in the competitive real estate market.

Smith said in its ongoing conversations with developers about the future of the 28th Street corridor and the City Center project, questions arose about building height limitations in the form-based code which list both the number of stories permitted and the permitted or required heights with no guidance as to whether developers must meet either or both regulations. Smith explained that some of those same conversations also raised questions about whether the height regulations along 28th Street were competitive with comparable business districts in other communities. He said that after reviewing relevant market studies performed for developers actively pursuing properties in the City Center area, staff recommends increases to the height limitations for the some of the context areas abutting 28th Street. Smith said that these increases are centered on the Corridor Center context area and step down through the context areas radiating from there.

Smith said that the Master Plan calls for properties along commercial corridors to be augmented with higher density housing to increase activity within the nearby commercial districts. He said that clarifying building height recommendations and allowing for modest increases in building heights near the City Center site could help to make these properties more attractive to developers, achieve the density required for successful mixed-use developments, and fulfill this future land use goal.

Smith stated that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 and recommends the same to City Council.

Micele opened the public hearing at 7:05 PM. There was no public comment and the public hearing was closed.

A motion was made by Randall, supported by Gillreath-Watts, to adopt the recommended text amendment to Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 and recommend the same to City Council.

Weller said that 90 ft seems tall and asked staff to clarify the type of building use the expanded height limit would apply to.

Smith confirmed that this text amendment would apply to mixed-use development. He said that in order for the main floor commercial space to be viable, there needs to be enough density with the residential units to drive traffic to those commercial locations.

Weller asked where the buildings would be located.

Smith pointed out the map where the buildings are located to the Commissioners.

Hofert explained that Form Based Code is unique in the fact that with some of the building types the first floor is required to be taller in height than the rest of the floors. Hofert said that the expanded height of the building allows for the extra height in the first floor commercial space.

There was conversation between staff and the Commissioners comparing the current buildings in the space with the new envisioned expanded height building along with how many stories could be allowed.

Randall said that she thinks this is a good opportunity and could drive more development. She said that the development could fulfill the placemaking that the city is looking for along this corridor and could generate interest in the areas that may have felt stagnant.

Hofert pointed to the map that was shown to the Commissioners describing the locations of the envisioned buildings.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for Site Plan Approval for the Courtyard Assisted Living and Memory Care facility at 4051 Del-Mar Drive SW (Section 31) (Sunset Manor, Inc.)

Meagher explained that the site is currently zoned PUD-1 Planned Unit Development and outlined the various uses of the surrounding land.

Meagher said that Del Mar Farms is a Planned Unit Development that has an adopted land use governing Overall Development Plan (ODP). The PUD-1 district permits a wide range of land uses within the Zoning Ordinance parameters, such as commercial, office, multifamily, and

single-family residences. He said the ODP was originally approved by the Planning Commission in October of 1997.

Meagher noted that at the October 18, 2022 Planning Commission meeting, the Commission approved an amendment to the Del-Mar ODP to allow the development of a new assisted living and memory care facility at 4051 Del-Mar Drive. The 6.5 acre site is located at the northeast corner of Del-Mar Drive and Ayrshire Drive and is currently vacant.

Meagher explained that the applicant is now seeking site plan approval to construct the proposed assisted living and memory care facility. The proposed facility would be one-story in height and would be designed for, and restricted to, residents over the age of 55, with 52 units being dedicated for assisted living and 32 units being dedicated for memory care residents. Meagher said that adequate parking has been provided for all staff, residents, and visitors, and new landscaping improvements are planned for the site. The site can be accessed off of Del-Mar Drive, Ayrshire Drive, and Wilson Avenue.

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

Existing natural features will be maintained and are not affected by the proposed development. Additional landscaping has been proposed throughout the site.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*
Adequate stormwater management can be provided on site. The applicant will continue to work with the City's Engineering Department to ensure that all stormwater management requirements are met.
- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.
- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*
Adequate ingress and egress are provided.
- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Adequate circulation and emergency vehicle access are provided.
- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
Adequate vehicular circulation is provided.
- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*
Adequate pedestrian circulation is provided.
- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

No adverse impact on existing roads or traffic patterns are anticipated. The City's Engineering Department has confirmed that a traffic impact analysis report is not necessary for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The site can be serviced by public utilities and services.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

Site improvement provisions will be met.

Meagher said that the Development Review Team recommends that the Planning Commission grant site plan approval for the proposed project at 4051 Del-Mar Drive SW, subject to conditions 1-9 below:

1. Developer must provide required landscape calculations for proposed landscaping plan.
2. Developer must provide the following storm water requirements for site:
 - a. Calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall achieve 80% removal of total suspended solids from the first flush runoff before discharge to the regional detention basin.
 - b. The calculated regional stormwater detention fee is correct.
 - c. Provide silt sacks or equivalent for road catch basins that may capture site runoff.
3. The Engineer shall certify the construction of all stormwater BMPs upon completion. The certification shall verify with as-built survey the construction meets all relevant grades, required volumes and release rates per the approved storm water design. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit. Developer is required to enter a maintenance agreement with the City of Wyoming outlining the requirements of ongoing maintenance to meet the current stormwater permit requirements.
4. Developer shall participate in storm sewer cost sharing.

5. Engineer shall include Wyoming details for sidewalk, Curb and Gutter, Fire Hydrant, Testing and Chlorination per Wyoming Specifications.
6. Engineer shall show Watermain restraint lengths on the utility sheets.
7. Developer must move fire hydrant located along the north drive path between Wilson Avenue and Ayrshire Drive 20 feet to the west to be located closer to the fire lane turn. Developer must also move the fire hydrant on the north side of Del-Mar Drive 10 feet to the west to be closer to the drive entry into the site.
8. Developer must provide Knox fire access system.
9. Developer must meet all fire codes through full plan review.

Micele asked the developer if they wanted to address the board.

Jeff VanLaar, Exxel Engineering, introduced himself and thanked Meagher for his presentation. He stated that after the review of the project by city staff there weren't any major issues or concerns that can't be addressed. VanLaar said that construction is scheduled to start in the first quarter and the developer is excited to get started. He said he is available for comments.

A motion was made by Zapata, supported by Hall, to grant site plan approval for the Courtyard Assisted Living and Memory Care facility at 4051 Del-Mar Drive SW subject to conditions 1-9.

A vote on the motion passed unanimously.

OLD BUSINESS

AGENDA ITEM NO. 3

Request to amend Article 2, Article 3, Article 4, Article 5, and Article 11 of the Zoning Code. The request is to amend the zoning code to define transitional housing and emergency shelters for individuals experiencing homelessness and allow those uses in commercial zone districts, form-based code zone districts, and the R-4 zone district (Wyoming Planning Staff).

Hofert spoke to the board and introduced Courtney Myers-Keaton who is the director of the Kent County Continuum of Care (COC). Keaton was invited to provide additional background on homelessness in West Michigan.

Myers-Keaton spoke to the board, presented information and statistics on homelessness in West Michigan, and explained her work with the COC. She also spoke about different housing types and definitions by the Department of Housing (HUD).

Hofert addressed the board reminding them that this recommended text amendment was previously presented at the November 15, 2022 meeting. Hofert re-introduced the zoning ordinance recommendations by presenting the definitions and explained that this recommendation is based on earlier conversations through work sessions with City Council. Hofert presented a map to the board showing different zoning areas in the City and pointed out some parcels that have the potential to be rezoned to R-4. Hofert briefly reminded the board about the Good Neighbor plan and said that it would be a requirement for any projects that are submitted.

Micele asked Myers- Keaton to explain what “unsheltered” means.

Keaton explained that unsheltered is when people are living somewhere that is not meant for human habitation.

A motion was made by Hall, supported by Randall, to adopt the recommended text amendments of Article 2, Article 3, Article 4, Article 5, and Article 11 of the Zoning Code and recommend the same to City Council.

Hall asked staff if input was received from any providers who provide transitional housing and what their response was.

Hofert said that the biggest outcome of the feedback was the change from permitting transitional housing in commercial zoned areas to expanding to permit in R-4 zoned districts.

Hall asked if this opens the door for churches to provide transitional housing.

Hofert said that if a church could qualify for a rezone to a R-4 it would be eligible.

Hall made a statement saying that a church would not be able to have that type of use by right, they would still have to go through the appropriate channels for approval.

Hofert reaffirmed that a church interested in converting into a transitional housing provider may be eligible for a rezone to R-4 if the property meets the requirements for that zone district.?

Randall thanked the COC for the presentation and for providing information for the board. She said that staff has done a really good job of listening to the concerns of the organizations that work with households at risk and for expanding the opportunities available for these types of housing. Randall said that she wanted to specifically mention that what is seen historically in terms of transitioning households from unstable housing is that they are most successful when they have long-term housing and then when housing provides them access to resources and integration into the community. She said that when transitional housing is congregated into one area there isn't an opportunity for those households to access those opportunities and to build

their economic status and become stable so there is a lot of repetitive poverty and instances of unstable housing. Randall said that what she really appreciates with this option is that it gives the community a way to come around those households and support them in ways that are welcoming and provide a sense of belonging in the entire community rather than just distinct commercial areas and said it was well thought out.

A vote on the motion passed unanimously.

INFORMATIONAL

Learning & Growth

VanDuren spoke to the board and provided a summary of the learning and growth topics from the last year. She is asking commissioners to submit topics they are interested in so they can be addressed this year.

PUBLIC COMMENT

Micile opened the public hearing at 7:53 PM.

Jim Davis, Family Promise, addressed the board thanking and congratulating the Commissioners for the momentous moment in the City of Wyoming in addressing the awful situation of homelessness. He said that it was great to have Courtney Myers-Keaton from the COC present to the board. Davis said that he knows that the board will take the information learned into account when cases come before the board. He said that he wanted to point out that over 65% of people with recurring homelessness in the adult sector were homeless as a youth. Davis said that when you look at those organizations joining around the youth initiatives taking kids out of habitats that aren't for humans it is going to be a generational change in poverty, well-being, and mental health. He said that it is exciting, and he hopes that the board is proud and thanked everyone for their efforts.

Seeing no further comments, the public hearing was closed at 7:54 PM.

Hall thanked Myers-Keaton for her presentation to the board. Hall said that with his job at ICCF his competition is homelessness so he loves to cheer on other nonprofits and ministries that are trying to defeat the enemy of housing instability and homelessness.

Micile spoke on behalf of the board thanking Myers-Keaton for the presentation.

ADJOURNMENT

The meeting was adjourned at 7:55 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Ashley Dent, Recording Secretary
Wyoming Planning Commission

Sec. 90-204 DEFINITIONS "D"

Dedicated Transit Stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep well injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

(1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.

(2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

Downtown development authority area: That area bordering both sides of 28th Street between Division Avenue and Byron Center Avenue, as described in section 2-214 of this Code.

Drive-through establishment: A business in which all or part of the business consists of providing goods and services from a drive-through window to patrons in motor vehicles.

Dumpster or waste receptacle: Any accessory exterior container used for the temporary storage of rubbish, pending collection, having the capacity of at least one cubic yard. Exterior compactors shall be considered to be dumpsters or waste receptacles for the purposes of screening regulations.

Dwelling:

(1) *Manufactured home:* A dwelling which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located and transported to the building site on its own wheels or a flatbed trailer.

(2) *Multiple-family:* A building, or portion thereof, used or designed as residences for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided. Multiple-family buildings without a second floor common hallway are termed townhouses.

(3) *Single-family*: A detached building or manufactured home designed exclusively for the complete living accommodations of one family, and containing one dwelling unit only.

(4) *Single-family, attached*: A single-family dwelling erected side by side to another similar unit in a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof, and having a separate exterior entrance.

(5) *Site built*: A dwelling which is substantially built, constructed, assembled, and finished on the premises which are intended to serve as its final location. Site built dwellings also include those constructed of precut materials and panelized wall, roof and floor sections when such sections require substantial assembly and finishing on the premises which are intended to serve as its final location.

(6) *Two-family*: A detached building, designed for or occupied exclusively by two families living independently of each other. May also be termed as a duplex.

Dwelling unit:

(1) *Dwelling unit*: A building or portion thereof having cooking and housekeeping facilities, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or transiently, but in no case shall a motor home, trailer coach, garage, automobile chassis, portable building or tent be considered a dwelling.

In case of mixed occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the applicable provisions relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site built units.

(2) *Efficiency unit*: An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.

Sec. 90-207 DEFINITIONS "G"

Garage: An accessory building or portion of a principal building designed or used solely for the storage of motor vehicles, boats, and similar vehicles owned and used by the occupants of the building to which it is accessory.

Glare: The effect, measured at the lot line, of excessive brightness sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Good Neighbor Plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A Good Neighbor Plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance;
- (8) Description of supportive services, when applicable;

- (9) Description of services provided for children, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Grade:

- (1) *Grade, average:* The arithmetic average of the lowest and highest grade elevations in an area within six feet of the foundation line of a building or structure.
- (2) *Grade:* The ground elevation established for the purpose of regulating the number of stories and the height of buildings.
- (3) *Grade, natural:* The elevation of the ground surface in its natural state, before construction begins.

Greenbelt: A strip of land located between the property line and the front or secondary front yard building or parking setback line dedicated to for the planting of shrubs, trees and/or grasses to serve as an obscuring screen or buffer between the property and the adjacent roadway.

Sec. 90-219 DEFINITIONS "S"

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

- (1) *Private or business:* Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
- (2) *Business, trade, technical, industrial or vocational:* A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Secondhand dealer:

- (1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
 - (a) Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
 - (b) New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
 - (c) Used car dealers.
 - (d) Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- (2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and

merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.

(3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.

(4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.

(5) Nonprofit organizations selling donated goods are required to obtain special use approval.

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure or group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Sign: For definitions of specific sign types and terms, see Article 7.

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

(1) *Full story:* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.

(2) *Half story:* The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below.

Tri-level shall be considered as one and one-half stories. Figure 90-219-2.

Street:

- (1) *Alley:* A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.
- (2) *Collector street:* A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.
- (3) *Cul-de-sac:* A local street of short length, having one end permanently terminated by a vehicular turnaround.
- (4) *Local street:* A street used primarily for access to abutting properties.
- (5) *Major thoroughfare:* A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).
- (6) *Marginal access street:* A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.
- (7) *Private road:* A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.
- (8) *Public street:* A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, Section 74-176, as amended.

Supportive Housing Program:

- (1) *Emergency Shelter:* Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) *Permanent Supportive Housing:* Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (2) *Transitional Housing Program:* A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Sec. 90-333 PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, AND EMERGENCY SHELTERS

All Permanent Supportive Housing, Transitional Housing, and Emergency Shelters shall submit a Good Neighbor Plan to the City Planner on an annual basis for approval.

Sec. 90-416A PRINCIPAL PERMITTED USES

In the R-4 residential district, the following uses are permitted:

- (1) All principal permitted uses in the R-3 district.
- (2) All permitted uses after special approval in the R-3 district.
- (3) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4 or R-5. All ingress and egress shall be directly onto such major thoroughfare.
- (4) Private educational facilities.
- (5) Convalescent and nursing homes.
- (6) Foster care group homes.
- (7) Boardinghouses (rooming houses).
- (8) Accessory buildings and uses customarily incidental to the above uses.
- (9) Off-street parking.
- (10) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (11) Transitional Housing for up to 10 individuals.
- (12) Permanent Supportive Housing for up to 10 individuals.

Sec. 90-417A PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the R-4 residential district subject to the approval of the planning commission:

- (1) Medical Clinics.
- (2) Medical Office Complexes.
- (3) Dental Clinics.
- (4) Community Centers.
- (5) Transitional Housing for more than 10 individuals.
- (6) Permanent Supportive Housing for more than 10 individuals.
- (7) Emergency Shelters within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.

Sec. 90-401B PRINCIPAL PERMITTED USES

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

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
 - (a) Laundry agency.
 - (b) Self-service laundry and dry cleaning.
 - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
 - (d) Dressmaking.

- (e) Millinery.
- (f) Tailor and pressing shop.
- (g) Shoe repair shop.
- (6) Equipment services as follows:
 - (a) Radio or television shop.
 - (b) Electric appliance shop.
 - (c) Watch repair shop.
 - (d) Shoe repair shop.
 - (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
 - (a) Grocery, baked goods and delicatessen.
 - (b) Restaurant.
 - (c) Ice cream stand or shop.
 - (d) Uses similar to the above.
- (8) Offices as follows:
 - (a) Business.
 - (b) Medical.
 - (c) Professional.
- (9) Personal services as follows:
 - (a) Barbershop.
 - (b) Beauty shop.
 - (c) Health salon.
 - (d) Photographic studio.
 - (e) Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
 - (a) Drugstore.
 - (b) Hardware store, paint and wallpaper.
 - (c) Stationer.
 - (d) News dealer.
 - (e) Apparel shop.
 - (f) Household appliances.
 - (g) Flower shop.
 - (h) Gift shop.
 - (i) Variety stores.
 - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical culture facilities, gymnasiums, and reducing salons.

(15) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.

(16) Transitional Housing for up to 10 individuals.

(17) Permanent Supportive Housing for up to 10 individuals.

Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL

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

(1) Public utility buildings, telephone exchange buildings, electric transformers.

(2) Radio and television towers.

(3) Secondhand dealer.

(4) Drive through restaurants.

(5) Urgent Care Centers

(6) Transitional Housing for more than 10 individuals.

(7) Permanent Supportive Housing for more than 10 individuals.

Sec. 90-408B PERMITTED USES AFTER SPECIAL APPROVAL

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

(1) All principal permitted uses after special approval in the B-1 business district.

(2) Amusement machine parlors.

(3) Automobile car wash establishments.

(4) Drive through restaurants.

(5) Automobile gasoline and automobile service stations.

(6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.

(7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.

(8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.

(9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.

(10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.

(11) College or university.

(12) Radio or television tower.

(13) Uses similar to the principal permitted uses of section 90-448 and not listed elsewhere in this chapter as a principal permitted use or special approval use.

(14) Boardinghouses. Not permitted in the downtown development authority area.

(15) Cocktail lounges, nightclubs and taverns.

(16) Adult businesses as defined in section 14-88 of this Code. Not permitted in the downtown development authority area.

(17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.

- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Assembly halls and churches.
- (21) Community centers.
- (22) Transitional Housing for more than 10 individuals.
- (23) Permanent Supportive Housing for more than 10 individuals.
- (24) Emergency Shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.

Sec. 90-413B SPECIAL USES

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

- (1) All principal permitted uses allowed in the B-2 district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.
- (6) Transitional Housing for more than 10 individuals.
- (7) Permanent Supportive Housing for more than 10 individuals.

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

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

					residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See Sec. 90-320 for additional requirements.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.

Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see “Commercial greenhouses” & “of less than 1000 sq. ft.”)	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Emergency Shelter	R-4, B-2	—	—	—	See Sec. 90-333 Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—

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

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Permanent Supportive Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333

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

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

Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333
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Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.

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

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

Sec. 90-1313 PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, AND EMERGENCY SHELTERS

- A. Context Areas
 - 1. Permanent Supportive Housing and Transitional Housing for up to 10 individuals are permitted by right in all context areas.
 - 2. Permanent Supportive Housing and Transitional Housing for more than 10 individuals are permitted as a special use in all context areas.
 - 3. Emergency Shelters are permitted as a special use in all context areas, but must be located within 0.25 mile of a dedicated transit stop or medical office.
- B. All Permanent Supportive Housing, Transitional Housing, and Emergency Shelters shall submit a Good Neighbor Plan to the City Planner on an annual basis.

Sec. 90-2100 APPLICABILITY

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

DEFINITIONS “A”

Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street

level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to Rear Alley.

Apartment Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural Elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in Division 3: Encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance.

At-Grade Frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

DEFINITIONS "B"

Balcony: An open outdoor portion of an upper floor.

Balcony Private Frontage: The balcony is a frontage type placed along the Principal Frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one half (1/2) of its height below grade.

Bay or Bay Window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building Façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building Footprint: The shape and placement of the ground floor of a structure on the parcel.

Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building Height: Refer to Height, Building.

Building To Line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build To Zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building Types are regulated in Division 6 and are allowable within various Context Areas.

Building Composition: The essential architectural characteristics that define a specific Building Type.

DEFINITIONS “C”

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic Building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: Refer to Glass, Clear.

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, public realm standards, and Thoroughfare Type into the regulation.

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

DEFINITIONS “D”

Dedicated Transit Stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A Minor, Major, or Public Infrastructure modification to selected Form Based Code requirements, refer to Division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through Frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade

with the sidewalk and are sometimes shaded by awnings. *Drive-through Zone*: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Private Frontage.

DEFINITIONS “E”

Eave: The projecting overhang along the sloped edge of a pitched roof.

DEFINITIONS “F”

Façade: Refer to Building Façade.

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish Ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish Floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form Based Code Area: The area on the City of Wyoming Zoning Map (located in Chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a Principal Frontage Line or a Secondary Frontage Line.

Frontage line, Principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, Secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing Zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

DEFINITIONS “G”

Glass, Clear: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good Neighbor Plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A Good Neighbor Plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance, when applicable;
- (8) Description of supportive services;
- (9) Description of services provided for children, when applicable, when applicable; and

(10) List of partners providing supportive services, when applicable.

Greenbelt: A twenty-five (25) foot deep landscaped area that is required at frontages along 28th Street. Refer to Division 3.

Ground Cover: Grass, vegetative cover, or other living landscape.

Ground Sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

DEFINITIONS “H”

Height, Building: The number of stories allowed by either the Building Type and/or the Context Area, with actual measurement of individual stories determined according to specific building types in Division 6.

Horizontal Expression Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

DEFINITIONS “I”

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

DEFINITIONS “J”

No definitions for this section.

DEFINITIONS “K”

No definitions for this section.

DEFINITIONS “L”

Lightwell: A component of the Lightwell Private Frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

Lightwell Private Frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live / Work Building Type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot Coverage: The percentage of the lot that is taken up by buildings.

DEFINITIONS "M"

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical Office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed Use Building Type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

DEFINITIONS "N"

New Development: Development occurring on a vacant parcel of land.

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

DEFINITIONS "O"

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

DEFINITIONS "P"

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian Travel Zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch Private Frontage: The porch is a frontage type placed along the

Principal Frontage line(s) within a build-to-zone. Porches are open-air structures that are attached to the Principal Building, forming a covered entrance. Porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal Entrance: The main entry to a building, located along the principal frontage line.

Principal Frontage: Refer to Frontage, Principal.

Private Frontage Type: The privately owned area between the frontage line and the building façade. Private Frontage Types are applied to Building Types to ensure that the building adequately engages the street frontage and public realm. Private Frontages are regulated in Division 6 and are assigned to Building Types in Division 7.

Projecting Sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle.

Public Infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public Realm: The area between the façade of a building and the corresponding façade of the building across the street.

DEFINITIONS “Q”

No definitions for this section.

DEFINITIONS “R”

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail Building Type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with Mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way Line: A line that forms the boundary of the right-of-way.

Rowhouse Building Type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS “S”

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront Private Frontage: The shopfront is a frontage type placed along the Principal Frontage line in a build-to-zone. It is typically associated with retail uses at the first story in Context Areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary Frontage: Refer to Frontage, Secondary.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours.

Synonymous with Sandwich Board Sign.

Sign Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with *Horizontal Expression Band*.

Sign Band Sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-Family House Building Type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with Site Placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop Private Frontage: The stoop is a frontage type typically placed along the Principal Frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront Private Frontage: The storefront is a frontage type placed along the Principal (and sometimes Secondary) Frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive Housing Program:

(1) *Emergency Shelter:* Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

(2) *Permanent Supportive Housing:* Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.

(2) *Transitional Housing Program:* A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

DEFINITIONS “T”

Terrace: A component of the Lightwell and Shopfront Private Frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor.

Terraces may be covered with a roof or uncovered. On Lightwell Private Frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to Lightwell definition.

Thoroughfare Type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to Glass, Clear.

Two-Family House Building Type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

DEFINITIONS “U”

Utility Easement: A private easement given to a public utility as per Michigan's Land Division Act.

DEFINITIONS “V”

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

DEFINITIONS “W”

Wall Sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window Sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

DEFINITIONS “X”

No definitions for this section.

ORDINANCE NO. 2-23

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411 IN ARTICLE 11, DIVISION 4

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, Division 4, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1406 CORRIDOR CENTER AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

A. Refer to Table 90-1406 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right, on floors two and above (P\$)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
 - Minimum: None
 - Maximum, within 28th Street Corridor: Four (4) stories, 60 feet
 - Maximum, within Burton Street Corridor: Two (2) stories, 35 feet
 - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CC Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- B. Secondhand businesses.

Section 2. That Chapter 90, Article 11, Division 4, Section 90-1407 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1407 CORRIDOR URBAN AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1407 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
 - Minimum: Two (2) stories
 - Maximum: Five (5) stories, 70 feet
 - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CU Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Any use in retail sales of 20,000 square feet or more
- B. Bowling alley.
- C. Dance hall/nightclub.
- D. Indoor skating rink.
- E. Indoor theater.
- F. Poolhall/billiards.
- G. Secondhand businesses.

Section 3. That Chapter 90, Article 11, Division 4, Section 90-1408 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1408 CORRIDOR GENERAL AREA

The following standards apply to the Corridor General Area:

1.0 Permitted Building Types Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Retail Building
- D. Live/Work Building
- E. Apartment
- F. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1408 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right in Division Avenue Form Based Code Area only (PD)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

- C. Building Height for all buildings except Zero Lot Line Retail Building
 - Minimum: Two (2) stories
 - Maximum, within 28th Street Corridor: Five (5) stories, 75 feet
 - Maximum, within Division Avenue and Burton Street Corridor: Three (3) stories, 50 feet Exception: Five (5) stories, 75 feet, with Special Use Approval
 - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CG Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Car wash, permitted only in the Division Avenue Corridor.
- B. Commercial greenhouse, permitted only in the Division Avenue Corridor.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages. Permitted only in the Division Avenue Corridor.
- E. Open air business.
- F. Secondhand businesses.
- G. Special Land Use for five (5) story buildings within the Division Avenue corridor follow Section 90-508.

Section 4. That Chapter 90, Article 11, Division 4, Section 90-1409 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1409 CORRIDOR SUB-URBAN AREA

The following standards apply to the Corridor Sub-Urban Area:

1.0 Permitted Building Types Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1409 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
 - Minimum: Two (2) stories
 - Maximum: Four (4) stories, 60 feet
 - Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CS Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Bowling alley.
- B. College or university.

- C. Commercial greenhouse.
- D. Community center.
- E. Dance hall/nightclub.
- F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
- G. Indoor skating rink.
- H. Indoor theater.
- I. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- J. Pool hall/billiards.
- K. Secondhand businesses.

Section 5. That Chapter 90, Article 11, Division 4, Section 90-1410 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1410 CORRIDOR EDGE AREA

The following standards apply to the Corridor Edge Area:

1.0 Permitted Building Types Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Two-family House
- F. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1410 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right in Division Avenue Form Based Code Area only (PD)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
 - Minimum: No minimum
 - Maximum: Three (3) stories, 45 feet
 - Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales. Permitted on Division Avenue Corridor only.
- B. Car wash. Permitted on Division Avenue Corridor only.
- C. College or university.
- D. Dance hall/nightclub.
- E. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- F. Funeral homes or mortuaries.
- G. Open air business.

- H. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- I. Pool hall/billiards.
- J. Secondhand businesses.
- K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.
- L. Light Industrial/Maker's Spaces. Single tenant buildings shall not exceed 10,000 square feet. Multi-tenant buildings shall not exceed 30,000 square feet. Permitted on Division Avenue only.

Section 6. That Chapter 90, Article 11, Division 4, Section 90-1411 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

90-1411 CORRIDOR NEIGHBORHOOD AREA

The following standards apply to the Corridor Neighborhood Area:

1.0 Permitted Building Types Refer to Division 6 for Building Type requirements.

- A. Rowhouse
- B. Two-family House
- C. Single-family House
- D. Civic Building

2.0 Permitted Uses

A. Refer to Table 90-1411 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right, on floors two and above (P\$)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
 - Minimum: No minimum
 - Maximum: Two (2) stories, 35 feet

4.0 Special Land Uses The following are specific standards for Special Land Uses in the CN Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Community center.
- B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

Section 7. This ordinance shall take effect on _____, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2023.

Kelli A. Vandenberg
Wyoming City Clerk

December 27, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 to clarify and modify building height regulations in the form-based code

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on December 20, 2022. A motion was made by Randall, supported by Gilreath-Watts, to recommend to the City Council adoption of revised Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 text amendments which clarify and modify building height regulations in the Form-Based code. The motion passed unanimously.

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

The Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process and conversations with local stakeholders, staff has identified that building height regulations in the form-based code could be clarified to reduce confusion about maximum height standards, to better meet the Master Plan's vision for "reinforc[ing] existing concentrations of commercial development," and to better position Wyoming's commercial corridors in the competitive real estate market.

In its ongoing conversations with developers about the future of the 28th Street corridor and the City Center project, questions arose about building height limitations in the form-based code which list both the number of stories permitted and the permitted or required heights with no guidance as to whether developers must meet either or both regulations. To clarify this, staff proposes simply listing heights by context area and corridor in the code.

Some of those same conversations also raised questions about whether the height regulations along 28th Street were competitive with comparable business districts in other communities. After reviewing relevant market studies performed for developers actively pursuing properties in the City Center area, staff recommends increases to the height limitations for the some of the context areas abutting 28th Street. These increases are centered on the Corridor Center context area and step down through the context areas radiating from there, as seen in the table above.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Renee Hill

Marissa Postler

Robert Postema

Kent Vanderwood, Mayor

The Master Plan calls for properties along commercial corridors to be augmented with higher density housing to increase activity within the nearby commercial districts. Clarifying building height recommendations and allowing for modest increases in building heights near the City Center site could help to make these properties more attractive to developers, achieve the density required for successful mixed-use developments, and fulfill this future land use goal.

During the public hearing, there were no comments received. The proposed zoning code text amendment is attached.

Respectfully submitted,

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

Nicole Hofert, Director
Community and Economic Development Department

Cc: Curtis Holt, City Manager

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

PLANNING COMMISSION
MEETING MINUTES OF DECEMBER 20, 2022
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, VanDuren, Weller, Zapata

MEMBERS ABSENT: None

STAFF PRESENT: Hofert, Director of Community & Economic Development
Meagher, Planner II
Smith, Planner II
Dent, Recording Secretary

CALL TO ORDER

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

APPROVAL OF MINUTES

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

APPROVAL OF AGENDA

Meagher stated that there was a change to the agenda regarding agenda item #2. The agenda item shall be categorized as New Business since the item is not a Public Hearing agenda item.

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

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

There was no public comment and the public hearing was closed.

NEW BUSINESS

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 (Wyoming Planning Staff)

Smith explained that the Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Smith said that through the review process and conversations with local stakeholders, staff had identified that building height regulations in the form-based code could be clarified to reduce confusion about maximum height standards, to better meet the Master Plan's vision for "reinforc[ing] existing concentrations of commercial development," and to better position Wyoming's commercial corridors in the competitive real estate market.

Smith said in its ongoing conversations with developers about the future of the 28th Street corridor and the City Center project, questions arose about building height limitations in the form-based code which list both the number of stories permitted and the permitted or required heights with no guidance as to whether developers must meet either or both regulations. Smith explained that some of those same conversations also raised questions about whether the height regulations along 28th Street were competitive with comparable business districts in other communities. He said that after reviewing relevant market studies performed for developers actively pursuing properties in the City Center area, staff recommends increases to the height limitations for the some of the context areas abutting 28th Street. Smith said that these increases are centered on the Corridor Center context area and step down through the context areas radiating from there.

Smith said that the Master Plan calls for properties along commercial corridors to be augmented with higher density housing to increase activity within the nearby commercial districts. He said that clarifying building height recommendations and allowing for modest increases in building heights near the City Center site could help to make these properties more attractive to developers, achieve the density required for successful mixed-use developments, and fulfill this future land use goal.

Smith stated that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 and recommends the same to City Council.

Micele opened the public hearing at 7:05 PM. There was no public comment and the public hearing was closed.

A motion was made by Randall, supported by Gillreath-Watts, to adopt the recommended text amendment to Zoning Code Sections 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411 and recommend the same to City Council.

Weller said that 90 ft seems tall and asked staff to clarify the type of building use the expanded height limit would apply to.

Smith confirmed that this text amendment would apply to mixed-use development. He said that in order for the main floor commercial space to be viable, there needs to be enough density with the residential units to drive traffic to those commercial locations.

Weller asked where the buildings would be located.

Smith pointed out the map where the buildings are located to the Commissioners.

Hofert explained that Form Based Code is unique in the fact that with some of the building types the first floor is required to be taller in height than the rest of the floors. Hofert said that the expanded height of the building allows for the extra height in the first floor commercial space.

There was conversation between staff and the Commissioners comparing the current buildings in the space with the new envisioned expanded height building along with how many stories could be allowed.

Randall said that she thinks this is a good opportunity and could drive more development. She said that the development could fulfill the placemaking that the city is looking for along this corridor and could generate interest in the areas that may have felt stagnant.

Hofert pointed to the map that was shown to the Commissioners describing the locations of the envisioned buildings.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for Site Plan Approval for the Courtyard Assisted Living and Memory Care facility at 4051 Del-Mar Drive SW (Section 31) (Sunset Manor, Inc.)

Meagher explained that the site is currently zoned PUD-1 Planned Unit Development and outlined the various uses of the surrounding land.

Meagher said that Del Mar Farms is a Planned Unit Development that has an adopted land use governing Overall Development Plan (ODP). The PUD-1 district permits a wide range of land uses within the Zoning Ordinance parameters, such as commercial, office, multifamily, and

single-family residences. He said the ODP was originally approved by the Planning Commission in October of 1997.

Meagher noted that at the October 18, 2022 Planning Commission meeting, the Commission approved an amendment to the Del-Mar ODP to allow the development of a new assisted living and memory care facility at 4051 Del-Mar Drive. The 6.5 acre site is located at the northeast corner of Del-Mar Drive and Ayrshire Drive and is currently vacant.

Meagher explained that the applicant is now seeking site plan approval to construct the proposed assisted living and memory care facility. The proposed facility would be one-story in height and would be designed for, and restricted to, residents over the age of 55, with 52 units being dedicated for assisted living and 32 units being dedicated for memory care residents. Meagher said that adequate parking has been provided for all staff, residents, and visitors, and new landscaping improvements are planned for the site. The site can be accessed off of Del-Mar Drive, Ayrshire Drive, and Wilson Avenue.

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

Existing natural features will be maintained and are not affected by the proposed development. Additional landscaping has been proposed throughout the site.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*
Adequate stormwater management can be provided on site. The applicant will continue to work with the City's Engineering Department to ensure that all stormwater management requirements are met.
- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.
- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*
Adequate ingress and egress are provided.
- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Adequate circulation and emergency vehicle access are provided.
- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
Adequate vehicular circulation is provided.
- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*
Adequate pedestrian circulation is provided.
- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

No adverse impact on existing roads or traffic patterns are anticipated. The City's Engineering Department has confirmed that a traffic impact analysis report is not necessary for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The site can be serviced by public utilities and services.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

Site improvement provisions will be met.

Meagher said that the Development Review Team recommends that the Planning Commission grant site plan approval for the proposed project at 4051 Del-Mar Drive SW, subject to conditions 1-9 below:

1. Developer must provide required landscape calculations for proposed landscaping plan.
2. Developer must provide the following storm water requirements for site:
 - a. Calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall achieve 80% removal of total suspended solids from the first flush runoff before discharge to the regional detention basin.
 - b. The calculated regional stormwater detention fee is correct.
 - c. Provide silt sacks or equivalent for road catch basins that may capture site runoff.
3. The Engineer shall certify the construction of all stormwater BMPs upon completion. The certification shall verify with as-built survey the construction meets all relevant grades, required volumes and release rates per the approved storm water design. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit. Developer is required to enter a maintenance agreement with the City of Wyoming outlining the requirements of ongoing maintenance to meet the current stormwater permit requirements.
4. Developer shall participate in storm sewer cost sharing.

5. Engineer shall include Wyoming details for sidewalk, Curb and Gutter, Fire Hydrant, Testing and Chlorination per Wyoming Specifications.
6. Engineer shall show Watermain restraint lengths on the utility sheets.
7. Developer must move fire hydrant located along the north drive path between Wilson Avenue and Ayrshire Drive 20 feet to the west to be located closer to the fire lane turn. Developer must also move the fire hydrant on the north side of Del-Mar Drive 10 feet to the west to be closer to the drive entry into the site.
8. Developer must provide Knox fire access system.
9. Developer must meet all fire codes through full plan review.

Micele asked the developer if they wanted to address the board.

Jeff VanLaar, Exxel Engineering, introduced himself and thanked Meagher for his presentation. He stated that after the review of the project by city staff there weren't any major issues or concerns that can't be addressed. VanLaar said that construction is scheduled to start in the first quarter and the developer is excited to get started. He said he is available for comments.

A motion was made by Zapata, supported by Hall, to grant site plan approval for the Courtyard Assisted Living and Memory Care facility at 4051 Del-Mar Drive SW subject to conditions 1-9.

A vote on the motion passed unanimously.

OLD BUSINESS

AGENDA ITEM NO. 3

Request to amend Article 2, Article 3, Article 4, Article 5, and Article 11 of the Zoning Code. The request is to amend the zoning code to define transitional housing and emergency shelters for individuals experiencing homelessness and allow those uses in commercial zone districts, form-based code zone districts, and the R-4 zone district (Wyoming Planning Staff).

Hofert spoke to the board and introduced Courtney Myers-Keaton who is the director of the Kent County Continuum of Care (COC). Keaton was invited to provide additional background on homelessness in West Michigan.

Myers-Keaton spoke to the board, presented information and statistics on homelessness in West Michigan, and explained her work with the COC. She also spoke about different housing types and definitions by the Department of Housing (HUD).

Hofert addressed the board reminding them that this recommended text amendment was previously presented at the November 15, 2022 meeting. Hofert re-introduced the zoning ordinance recommendations by presenting the definitions and explained that this recommendation is based on earlier conversations through work sessions with City Council. Hofert presented a map to the board showing different zoning areas in the City and pointed out some parcels that have the potential to be rezoned to R-4. Hofert briefly reminded the board about the Good Neighbor plan and said that it would be a requirement for any projects that are submitted.

Micele asked Myers- Keaton to explain what “unsheltered” means.

Keaton explained that unsheltered is when people are living somewhere that is not meant for human habitation.

A motion was made by Hall, supported by Randall, to adopt the recommended text amendments of Article 2, Article 3, Article 4, Article 5, and Article 11 of the Zoning Code and recommend the same to City Council.

Hall asked staff if input was received from any providers who provide transitional housing and what their response was.

Hofert said that the biggest outcome of the feedback was the change from permitting transitional housing in commercial zoned areas to expanding to permit in R-4 zoned districts.

Hall asked if this opens the door for churches to provide transitional housing.

Hofert said that if a church could qualify for a rezone to a R-4 it would be eligible.

Hall made a statement saying that a church would not be able to have that type of use by right, they would still have to go through the appropriate channels for approval.

Hofert reaffirmed that a church interested in converting into a transitional housing provider may be eligible for a rezone to R-4 if the property meets the requirements for that zone district.?

Randall thanked the COC for the presentation and for providing information for the board. She said that staff has done a really good job of listening to the concerns of the organizations that work with households at risk and for expanding the opportunities available for these types of housing. Randall said that she wanted to specifically mention that what is seen historically in terms of transitioning households from unstable housing is that they are most successful when they have long-term housing and then when housing provides them access to resources and integration into the community. She said that when transitional housing is congregated into one area there isn't an opportunity for those households to access those opportunities and to build

their economic status and become stable so there is a lot of repetitive poverty and instances of unstable housing. Randall said that what she really appreciates with this option is that it gives the community a way to come around those households and support them in ways that are welcoming and provide a sense of belonging in the entire community rather than just distinct commercial areas and said it was well thought out.

A vote on the motion passed unanimously.

INFORMATIONAL

Learning & Growth

VanDuren spoke to the board and provided a summary of the learning and growth topics from the last year. She is asking commissioners to submit topics they are interested in so they can be addressed this year.

PUBLIC COMMENT

Micile opened the public hearing at 7:53 PM.

Jim Davis, Family Promise, addressed the board thanking and congratulating the Commissioners for the momentous moment in the City of Wyoming in addressing the awful situation of homelessness. He said that it was great to have Courtney Myers-Keaton from the COC present to the board. Davis said that he knows that the board will take the information learned into account when cases come before the board. He said that he wanted to point out that over 65% of people with recurring homelessness in the adult sector were homeless as a youth. Davis said that when you look at those organizations joining around the youth initiatives taking kids out of habitats that aren't for humans it is going to be a generational change in poverty, well-being, and mental health. He said that it is exciting, and he hopes that the board is proud and thanked everyone for their efforts.

Seeing no further comments, the public hearing was closed at 7:54 PM.

Hall thanked Myers-Keaton for her presentation to the board. Hall said that with his job at ICCF his competition is homelessness so he loves to cheer on other nonprofits and ministries that are trying to defeat the enemy of housing instability and homelessness.

Micile spoke on behalf of the board thanking Myers-Keaton for the presentation.

ADJOURNMENT

The meeting was adjourned at 7:55 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Ashley Dent, Recording Secretary
Wyoming Planning Commission

CONTEXT AREA AND USE STANDARDS : 90-1406 CORRIDOR CENTER AREA (CC)

90-1406 CORRIDOR CENTER AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1406 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
 - Minimum: None
 - **Maximum, within 28th Street Corridor: 75 feet**
 - **Maximum, within Burton Street Corridor: 35 feet**
 - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CC Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- B. Secondhand businesses.

CORRIDOR CENTER AREA DESCRIPTION:

Corridor Center Area (CC): The Corridor Center Area is the equivalent of a downtown, with the highest concentration of development and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. Building heights along the Burton Street corridor are limited to two stories to preserve the business district character while taller buildings are permitted in the 28th Street area to support downtown development.



CONTEXT AREA AND USE STANDARDS : 90-1407 CORRIDOR URBAN AREA (CU)

90-1407 CORRIDOR URBAN AREA

The following standards apply to the Corridor Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1407 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings except Zero Lot Line Retail Building
 - Minimum: 25 feet
 - Maximum: 90 feet
 - Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CU Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Any use in retail sales of 20,000 square feet or more
- B. Bowling alley.
- C. Dance hall/nightclub.
- D. Indoor skating rink.
- E. Indoor theater.
- F. Poolhall/billiards.
- G. Secondhand businesses.

CORRIDOR URBAN AREA DESCRIPTION:

Corridor Urban Area (CU): The Corridor Urban Area is the equivalent of a downtown, with the highest concentration of development, the tallest buildings, and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area has similar characteristics to the Corridor Center Area.

CORRIDOR URBAN AREA KEY MAP (28TH STREET):



CONTEXT AREA AND USE STANDARDS : 90-1408 CORRIDOR GENERAL AREA (CG)

90-1408 CORRIDOR GENERAL AREA

The following standards apply to the Corridor General Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Mixed-Use Building
- B. Zero Lot Line Retail Building
- C. Retail Building
- D. Live/Work Building
- E. Apartment
- F. Civic Building

2.0 Permitted Uses

A. Refer to Table 90-1408 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right in Division Avenue Form Based Code Area only (P^D)
- Permitted by right, on floors two and above (P\$)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

A. Number of stories for buildings is regulated by Context Area.

B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

C. Building Height for all buildings except Zero Lot Line Retail Building

- **Minimum: 25 feet**
- **Maximum, within 28th Street Corridor: 90 feet**
- **Maximum, within Division Avenue and Burton Street Corridor: 45 feet**
Exception: 75 feet with Special Use Approval
- Zero Lot Line Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CG Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Car wash, permitted only in the Division Avenue Corridor.
- B. Commercial greenhouse, permitted only in the Division Avenue Corridor.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages. Permitted only in the Division Avenue Corridor.
- E. Open air business.
- F. Secondhand businesses.
- G. Special Land Use for five (5) story buildings within the Division Avenue corridor follow Section 90-508.

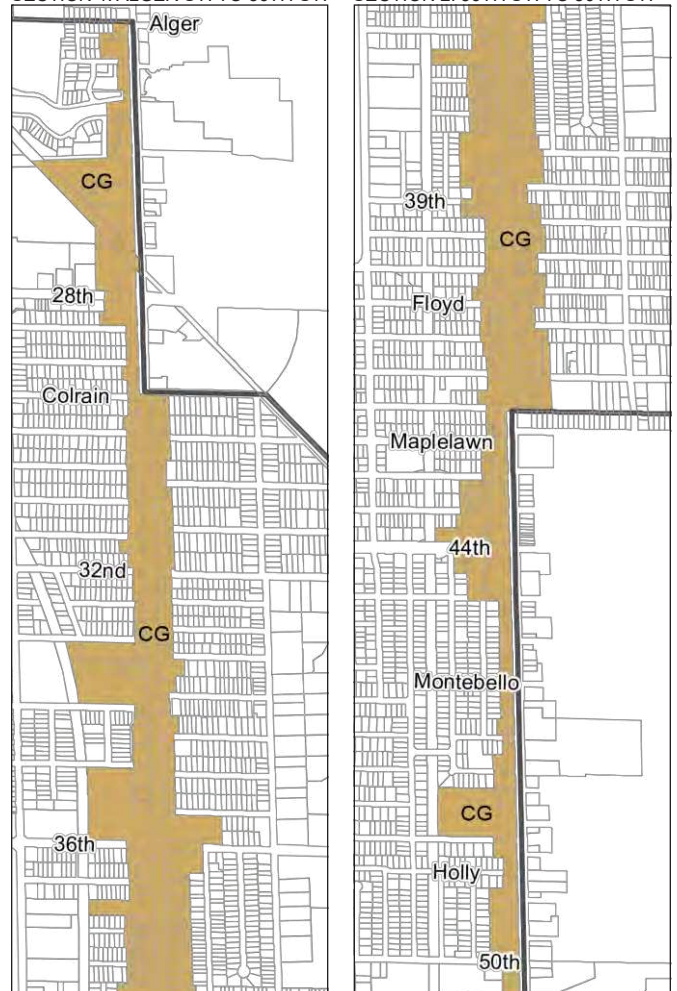
CORRIDOR GENERAL AREA DESCRIPTION:

Corridor General Area (CG): The Corridor General Area represents a traditional urban development pattern with mixed use, retail, live / work and apartment buildings. The Area is characterized by a variety of Building Types set relatively close to the sidewalk, but also allows a range of building placement options that permit a varied street wall.

CORRIDOR GENERAL AREA KEY MAP (28TH STREET):



CORRIDOR GENERAL AREA KEY MAPS (DIVISION AVE):
SECTION 1: ALGER ST. TO 36TH ST. SECTION 2: 36TH ST. TO 50TH ST.



CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR SUB-URBAN AREA (CS)

90-1409 CORRIDOR SUB-URBAN AREA

The following standards apply to the Corridor Sub-Urban Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1409 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.

C.

- Building Height for all buildings:
 - **Minimum: 25 feet**
 - **Maximum: 60 feet**
 - Retail Building: One (1) story building required

4.0 Special Land Uses

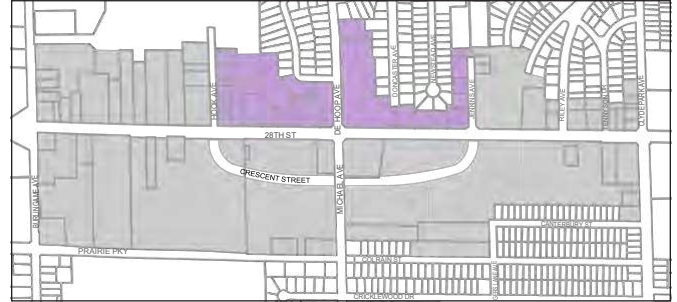
The following are specific standards for Special Land Uses in the CS Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Bowling alley.
- B. College or university.
- C. Commercial greenhouse.
- D. Community center.
- E. Dance hall/nightclub.
- F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
- G. Indoor skating rink.
- H. Indoor theater.
- I. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- J. Pool hall/billiards.
- K. Secondhand businesses.

CORRIDOR SUB-URBAN AREA DESCRIPTION:

Corridor Sub-Urban Area (CS): The Corridor Sub-Urban Area represents a transition area within the development pattern by facilitating building placement that is varied and setback from the street edge and less emphasis on commercial uses. The Area permits flexible retail building placement to encourage a varied street edge and also allows for a variety of residential Building Types.

CORRIDOR SUB-URBAN AREA KEY MAP (28TH STREET):



CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)

90-1410 CORRIDOR EDGE AREA

The following standards apply to the Corridor Edge Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Two-family House
- F. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1410 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right in Division Avenue Form Based Code Area only (P^D)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
 - Minimum: No minimum
 - Maximum: 45 feet
 - Retail Building: One (1) story building required

4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales. Permitted on Division Avenue Corridor only.
- B. Car wash. Permitted on Division Avenue Corridor only.
- C. College or university.
- D. Dance hall/nightclub.
- E. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- F. Funeral homes or mortuaries.
- G. Open air business.
- H. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- I. Pool hall/billiards.
- J. Secondhand businesses.
- K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.

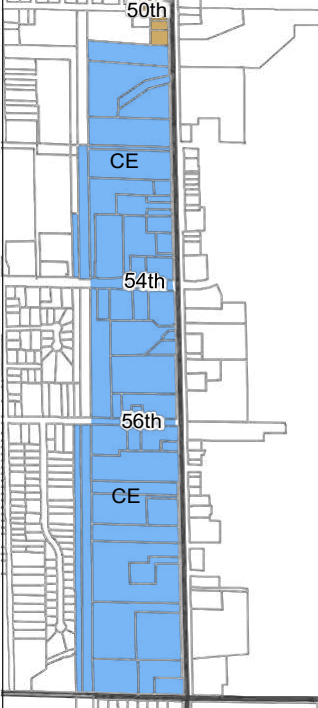
CORRIDOR EDGE AREA DESCRIPTION:

Corridor Edge Area (CE): The Corridor Edge Area represents a district which transitions from more urban areas to the existing development pattern of the City. This Area promotes retail and residential uses with building placement that is more consistent with existing City development patterns and includes the flexibility of locating limited parking in the front of retail buildings that front on 28th Street, Division Avenue, and Burton Street.

CORRIDOR EDGE AREA KEY MAP (28TH STREET):



CORRIDOR EDGE AREA KEY MAP (DIVISION AVE): SECTION 1: 50TH ST. TO 60TH ST.



CORRIDOR EDGE AREA KEY MAP (BURTON STREET):



CONTEXT AREA AND USE STANDARDS : 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)

90-1411 CORRIDOR NEIGHBORHOOD AREA

The following standards apply to the Corridor Neighborhood Area:

1.0 Permitted Building Types

Refer to Division 6 for Building Type requirements.

- A. Rowhouse
- B. Two-family House
- C. Single-family House
- D. Civic Building

2.0 Permitted Uses

- A. Refer to Table 90-1411 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building Height by Context Area

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
 - Minimum: No minimum
 - Maximum: 35 feet

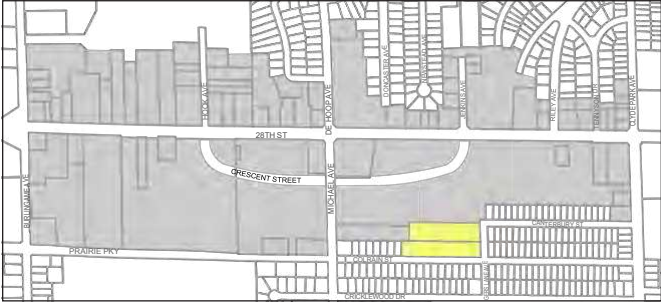
4.0 Special Land Uses

The following are specific standards for Special Land Uses in the CN Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Community center.
- B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

CORRIDOR NEIGHBORHOOD AREA DESCRIPTION: Corridor Neighborhood District (CN): The Corridor Neighborhood District is a residential district that allows rowhouses, two-family and single-family homes. It is intended to address redevelopment opportunities that are consistent with existing adjacent single-family residential neighborhoods.

CORRIDOR NEIGHBORHOOD AREA KEY MAP (28TH STREET):



CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 1: BURLINGAME AVE TO MARTINDALE AVE



CORRIDOR NEIGHBORHOOD AREA KEY MAP (BURTON STREET): SECTION 2: HUIZEN AVE TO CLYDE PARK AVE

