

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 5, 2023, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Beryl Galer, Resurrection Life Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the May 15, 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.

7:01 p.m. To Consider Approval of an Application for an Industrial Facilities

Exemption Certificate in the City of Wyoming for Die-Matic Tool & Die, Inc.

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. Recognition of Rachel Perez Rojas

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

23-09 Acceptance of an Easement for 1880 Gezon Parkway SW
(Land-Metro, LLC)

13) Budget Amendments

a) Budget Amendment No. 65 – To Appropriate an Additional \$49,500 of Budgetary Authority to Provide Funding for the Mailings and Aerial Spray Services Related to the Spongy Moth Suppression Program

14) Consent Agenda

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

- a) To Appoint John Shay as a Representative of the City of Wyoming on the Kent County Dispatch Authority Board
- b) To Appoint John Shay as a Representative of the City of Wyoming on the Grand Valley Metro Council Board
- c) To Appoint John Shay as a Member of the REGIS Agency Board
- d) To Appoint John Shay as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership

15) Resolutions

- e) To Amend a Portion of the City of Wyoming Fee Schedule
- f) To Approve the Application of Die-Matic Tool & Die, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming
- g) To Adopt the Kent County Hazard Mitigation Plan
- h) To Grant Preliminary Plat-Tentative Approval for the Proposed Kingsfield Estates Plat
- i) Declaring the Necessity of Acquiring and Authorizing Acquisition of a Right-of-Way Easement and Temporary Construction Permit for Widening Gezon Pkwy SW Right-of-Way to its Intersection with Clyde Park Ave SW

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

- j) To Authorize Payment to Grand Elk Railroad, Inc. for Annual Maintenance of Traffic Control Devices at Railroad Crossings in the City of Wyoming
- k) To Accept a Quote from Carrier & Gable, Inc. for Traffic Signal Equipment and Illuminated Street Signs
- l) To Authorize the Sale of Fire Engine 5 and Fire Hose
- m) Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement
- n) To Accept a Proposal for Engineering and Design Work for Screw Pump Covers and an Emergency Bypass from Black & Veatch Ltd. of Michigan
- o) To Accept a Proposal from The Architectural Group for Engineering and Design Work at the Clean Water Plant and to Authorize the Mayor and City Clerk to Sign the Contract
- p) For the Purchase of Two Lime Pumps
- q) For Award of Bids
 - 1. Clean Water Plant Chemicals
 - 2. Water Treatment Plant Chemicals

17) Ordinances

- 9-23 To Amend Chapter 90, Articles 4 and 11, of the Code of Ordinances by Amending Sections 90-401B and 90-1406 to Permit Nursery Schools, Day Nurseries, and Child Care Facilities for the Care of Seven or More People by Right in the B-1 District, and as a Special Use in the FBC-CC District (Final Reading)

18) Informational Material

Board and Commission Appointments and Reappointments

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

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.

**PROCLAMATION
OF RECOGNITION TO
RACHEL PEREZ ROJAS**

WHEREAS, Rachel Perez Rojas, a student in Ms. Weld Wallis' third - grade class, at Parkview Elementary School, participated in the Work Zone Safety Poster Contest, hosted by the Kent County Road Commission, and

WHEREAS, the Kent County Road Commission invited third-grade students throughout Kent County to design caution signs promoting safe driving habits through a work zone, focusing on one of the following safety tips: "Stay Focused/Avoid Distractions", "Obey Flaggers and Work Zone Signs" and "Slow Down, Move Over", and

WHEREAS, Rachel Perez Rojas' winning poster on safe driving through a work zone will help everyone – workers and road users, alike – arrive home safely. Her winning entry was judged on creativity, originality, and the ability to strongly convey a message.

NOW, THEREFORE, I, KENT VANDERWOOD, and the members of the Wyoming City Council wish to recognize and congratulate the talent and creativity of Parkview Elementary School student Rachel Perez Rojas.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
June 5, 2023

June 5, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-09

Subject: Acceptance of an Easement for
1880 Gezon Parkway, SW (Land-Metro, LLC)

Councilmembers:

Land-Metro, LLC, owner of 1880 Gezon Parkway, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct sidewalk and ADA ramps. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	Land-Metro, LLC
Parcels:	41-17-34-376-070
Right-of-way Size	878 sf – Easement
Consideration:	\$6,892.30

It is recommended that the City Council accept the attached Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

RIGHT-OF-WAY EASEMENT

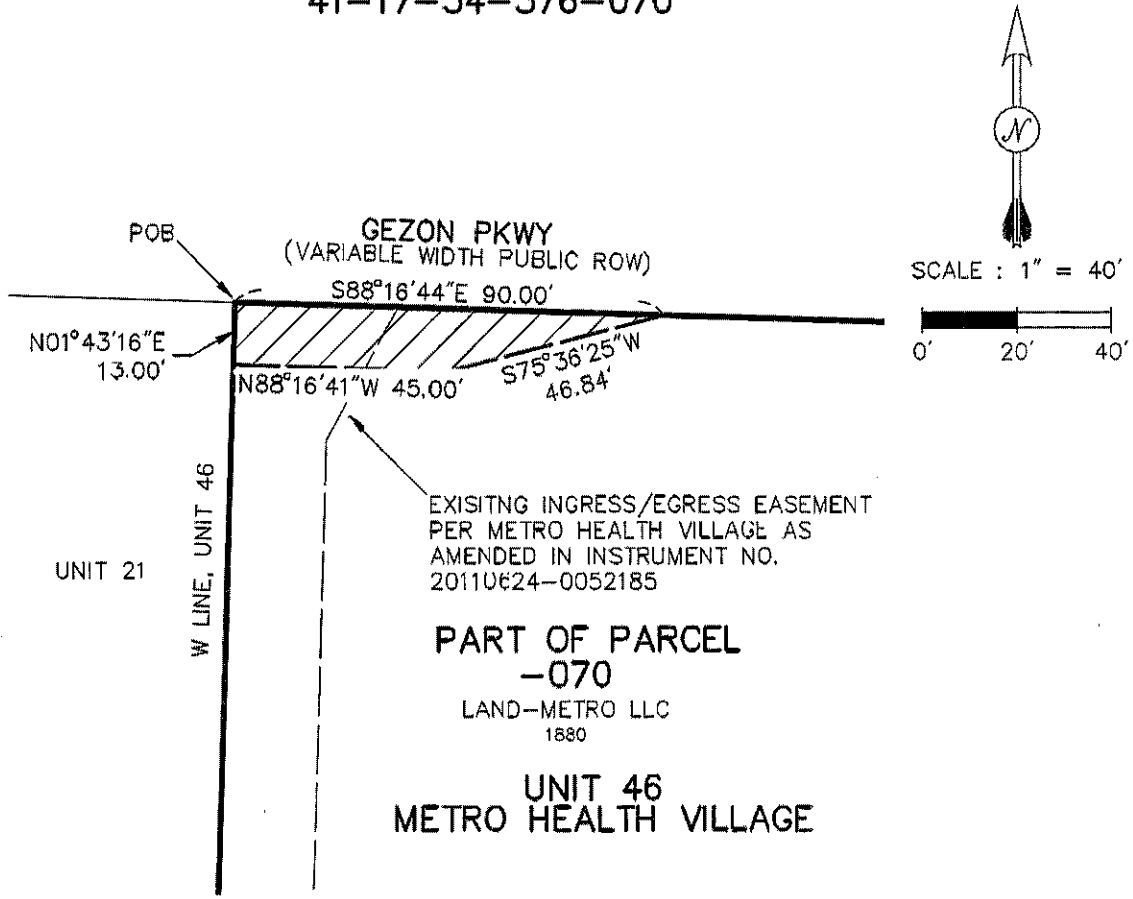
Parcel No. 41-17-34-376-070

Land-Metro, LLC, a Michigan limited liability company, 5900 Byron Center Avenue, SW, Wyoming, MI 49519 (**Grantor**), in exchange for the payment of Six Thousand Eight Hundred Ninety Two Dollars and Thirty Cents (\$6,892.30), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways for expansion and not for limitation, all appurtenant or related lighting, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. If the City disturbs the Easement Area or other portions of Grantor's property during the course of its work, the City shall restore the surface of the property or Easement as nearly as reasonably feasible to the condition in which it existed at the commencement of said work at its sole expense and within a reasonable time.
3. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way placed within the Easement Area.
4. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
5. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

EXHIBIT "A"

41-17-34-376-070



EXISTING INGRESS/EGRESS EASEMENT
PER METRO HEALTH VILLAGE AS
AMENDED IN INSTRUMENT NO.
20110624-0052185

**PART OF PARCEL
-070**
LAND-METRO LLC
1880

**UNIT 46
METRO HEALTH VILLAGE**

**SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC
COMMITMENT NO. BH-232042):**

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
UNIT NO. 46, METRO HEALTH VILLAGE, A SITE CONDOMINIUM, ACCORDING TO
THE MASTER DEED RECORDED IN INSTRUMENT NO. 20050629-0076202, AS
AMENDED, AND DESIGNATED AS KENT COUNTY CONDOMINIUM SUBDIVISION
PLAN NO. 754, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS
AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND
AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PROPOSED RIGHT-OF-WAY DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF UNIT 46, METRO HEALTH VILLAGE,
ACCORDING TO THE MASTER DEED AS AMENDED IN INSTRUMENT NO.
20110914-0072687; THENCE SOUTH 88°16'44" EAST 90.00 FEET ALONG THE
SOUTH LINE OF GEZON PARKWAY; THENCE SOUTH 75°36'25" WEST 46.84
FEET; THENCE NORTH 88°16'41" WEST 45.00 FEET TO THE WEST LINE OF
UNIT 46; THENCE NORTH 01°43'16" EAST 13.00 FEET ALONG SAID WEST LINE
TO THE POINT OF BEGINNING.

CONTAINS 878 SQUARE FEET

QUEST - 2220948_Survey - 0701 EASEMENT - Feb. 27 2023 - 09:59am

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 34
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/21/2023 PAGE
Project No. 2220948 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:		Permanent Parcel No.: 41-17-34-376-070	
Parcel:	Land-Metro, LLC	Land Use:	Commercial – Condominiums
Address	1880 Gezon Parkway, SW	Zoning:	207

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <p>Easement: An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p>Area: 878 sft</p>	<p>SKETCH:</p> <p align="right">North ↑</p> <p align="center">GEZON PKWY (VARIABLE WIDTH PUBLIC ROW)</p> <p align="center">S88°16'44"E 90.00'</p> <p>N01°43'16"E 13.00'</p> <p>N88°16'41"W 45.00'</p> <p>S75°36'25"W 46.84'</p> <p>EXISTING INGRESS/EGRESS EASEMENT PER METRO HEALTH VILLAGE AS AMENDED IN INSTRUMENT NO. 20110624-0052185</p> <p align="center">PART OF PARCEL -070 LAND-METRO LLC 1880</p> <p align="center">UNIT 46 METRO HEALTH VILLAGE</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, EASEMENT	
878 sft. (Area) X \$ 7.85 / sft = \$ 6,892.30	\$ 6,892.30

REMARKS:

\$ 6,892.30

Signed: _____
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Land-Metro, LLC

By: **KRIS KURTZ**
Its: **CFo/coo**

CITY OF WYOMING BUDGET AMENDMENT

Date: June 5, 2023

Budget Amendment No. 065

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$49,500 of budgetary authority to provide funding for the mailings and aerial spray services related to the spongy moth suppression program.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Public Works - Administration - Other Services				
101-441-44100-956.000	\$ 9,000.00	\$ 49,500.00		\$ 58,500.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 49,500.00	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN SHAY 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 City Manager John Shay to replace Deputy City Manager John McCarter as the Wyoming representative to 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 City Manager John Shay 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 June 5, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN SHAY AS A REPRESENTATIVE
OF THE CITY OF WYOMING ON THE
GRAND VALLEY METRO COUNCIL BOARD

WHEREAS:

1. The City of Wyoming has full membership in the Grand Valley Metro Council and as such may appoint representatives to serve on its various boards and committees.
2. It is the desire of the Wyoming City Council to appoint Wyoming City Manager John Shay to replace Deputy City Manager John McCarter as a Wyoming representative to the Grand Valley Metro Council of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Wyoming City Manager John Shay as a representative of the City of Wyoming on the Grand Valley Metro Council Board of Directors.

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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN SHAY
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.
2. It is the desire of the Wyoming City Council to appoint City Manager John Shay to replace Deputy City Manager John McCarter 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 City Manager John Shay 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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN SHAY 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 Shay to replace John McCarter 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 Shay 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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time-to-time information related to fees is reviewed to ensure they cover related costs.
3. Section II of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section II - Building Inspections.

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 June 5, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

ALL CHANGES ARE IN BOLD

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Commercial detached accessory buildings, garage, etc. (> 120 sq. ft.)	22.00
Residential accessory buildings, garages, etc. (>200 sq ft)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
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Sign permits (per sign):	
Pedestrian sign (annual)	35.00
Permanent	100.00
Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:

Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Annual factory permit (includes 2 inspections)	130.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit, grounding or temperature only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double
Services and subpanels	
Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600 V	100.00
Alternative Power (Solar, Wind, etc)	
System and first 10 KW	40.00
Each additional 1 KW	4.00
Fire Alarms	
System and up to 10 devices	60.00
Each additional device	6.00
Circuits of wiring and data/communications outlets	
General Branch Circuit	10.00
Lighting Branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
Each furnace or A/C	10.00
Data/Communication outlets per 20	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00
Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00

Other Fixed Appliances	10.00
Signs	
Illuminated signs, per circuit	20.00
Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00
Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00

ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00
PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00
1. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Plumbing Application Fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00
Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00

Urinal	5.00
Water Heater	5.00
Water Closet	5.00
Water Distribution Pipe Interior	
3/4" Water Distribution	6.00
1" Water Distribution	10.00
1 – 1/4" Water Distribution	20.00
1 – 1/2" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees	
Rental properties with 4 or more rental units:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00
Rental properties with less than 4 rental units:	
Initial inspection fee, per unit inspected	175.00
Re-inspection fee, per unit inspected	111.00
Unregistered or uncertified rental properties	500.00
Manufactured Homes within a community:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00

Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

Code Enforcement fees:

- 1st offense – 150% of cost incurred by city
- 2nd offense – 200% of cost incurred by city
- 3rd offense – 300% of cost incurred by city
- More than three offenses – The greater of 300% of the cost incurred by city or the cost incurred by city plus \$1000 for each offense

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
DIE-MATIC TOOL & DIE, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District number 251, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19697 on June 19, 2000.
2. Die-Matic Tool & Die, Inc. has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development District number 251, with an estimated cost of \$1,900,000 for real property to be located at 4309 Aldrich Ave SW, Wyoming, Michigan.
3. Before acting on this application, the City Council held a public hearing on June 5, 2023, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before April 4, 2023, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Die-Matic Tool & Die, Inc. an Industrial Facilities Exemption Certificate, with respect to modification of the facility on the following described parcel of real property situated within Industrial Development District number 251, to wit:

Address: 4309 Aldrich Ave SW, Wyoming, Michigan 49509

Tax Parcel No.: 41-17-24-301-048

Legal Description:

411724301048 PART OF SW 1/4 OF SEC 24 T6N R12W & PART OF MOLLERE'S PLAT & PART OF VACATED PORTION OF ALDRICH AVE DESC AS - COM AT SW COR OF SEC TH S 87D 36M E ALONG S SEC LINE 362.29 FT TH N 39D 00M E 323.68 FT TH S 87D 36M E 20.46 FT TO E LINE OF W 586.65 FT OF SW 1/4 TH N 00D 00M PAR WITH W SEC LINE 207.82 FT TO BEG OF THIS DESC - TH N 00D 00M 358.20 FT TO A PT 830.31 FT N ALONG W SEC LINE & 586.65 FT S 87D 11M E FROM SW COR OF SEC TH S 87D 11M E 326.89 FT TO WLY LINE OF FORMER PENNDEL RR R/W /100 FT WIDE/ TH ELY ALONG SD RR R/W TO WLY LINE OF HWY US131 TH SWLY ALONG SD WLY LINE TO N LINE OF 44TH ST TH W ALONG N LINE OF SD ST 49.90 FT TO A PT 728.65 FT N 87D 57M 00S E ALONG S SEC & 50.0 FT N 2D 03M 00S W FROM SW COR OF SEC TH N 2D 03M 00S W 25.0 FT TH N 46D 31M 05S E 83.12 FT TH N 24D 45M 22S E 221.45 FT TO E LINE OF LOT 103 OF SD PLAT TH N 4D 29M 00S W ALONG ELY LOT LINE 33.43 FT TO NE COR OF SD LOT 103 TH N 85D 31M 00S E 33.0 FT TO CL OF VACATED ALDRICH AVE TH NLY ALONG SD CL TH N ALONG SD CL TO A PT 1.0 FT N FROM S LINE OF LOT 100 OF SD PLAT EXT E TH W TO A PT 1 FT N FROM SE COR OF SD LOT 100 TH S 1 FT TH W TO BEG EX COM 728.65 FT N 87D 57M 00S E & 50.0 FT N 2D 03M 00S W FROM SW COR OF SEC TH N 2D 03M 00S W 9.00 FT TH N 76D 54M 03S E 61.55 FT TH S 24D 45M 22S W 23.30 FT TH S 87D 57M 00S W 49.90 FT TO BEG * SPLIT ON 11/14/2007 FROM 41-17-24-301-042;

be the same as hereby approved.

- 3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period 12 years.

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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): IFT Agreement - Excerpt

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of June 5, 2023 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Die-Matic Tool & Die, Inc., the address of which is 4309 Aldrich Ave SW, Wyoming, Michigan (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on Monday, June 5, 2023 the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of 12 years for the property located at 4309 Aldrich Ave SW, Wyoming, Michigan, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$1,900,000 in improvements to its property in the City and that at least 7-9 new job(s) will be created at the Site and at least 42 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.
 - (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:

(a) The City may either:

(1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or

(2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.

(a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor

intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

(d) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

DIE-MATIC TOOL & DIE, INC.

By: _____
Kent Vanderwood, Mayor

By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____

Date signed: _____

RESOLUTION NO. _____

RESOLUTION TO ADOPT THE
KENT COUNTY HAZARD MITIGATION PLAN

WHEREAS:

1. The City of Wyoming recognizes the threat that natural hazards, as well as human related hazard, pose to the citizens within its community.
2. The City of Wyoming recognizes that developing and implementing hazard mitigation actions will reduce the potential for harm to the people and/or property within the community.
3. An adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under Federal Emergency Management Agency (FEMA) disaster mitigation grant programs.
4. FEMA requires that a Hazard Mitigation Plan is reviewed and updated every five years.
5. The Kent County Emergency Management Office has provided an updated Hazard Mitigation Plan for the County.
6. The Michigan Sate Police/Emergency Management Division and FEMA Region V official have reviewed and approve the Kent County Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby adopt the Kent County Hazard Mitigation Plan that was updated in December 2022 as the official plan for the City of Wyoming.
2. The City of Wyoming will provide this approved resolution to the Kent County Emergency Management Office to indicate our participation.

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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

Date: May 30, 2023
Subject: Hazard Mitigation Plan
From: Kim Koster, Director of Public Safety
Meeting Date: June 5, 2023

RECOMMENDATION:

It is recommended City Council adopt the Kent County Hazard Mitigation Plan that was updated in December 2022 as the official plan for the City of Wyoming.

COMMUNITY, SAFETY, STEWARDSHIP:

The threat of both natural and human-related hazards is present within the City of Wyoming and can result in the destruction of property and infrastructure. These threats may also affect residents of the City of Wyoming. Developing and implementing hazard mitigation actions will reduce the potential harm to citizens and property. By adopting the *Kent County Hazard Mitigation Plan*, Wyoming would remain eligible for future funding for mitigation projects under Federal Emergency Management Agency (FEMA) disaster mitigation grant programs.

DISCUSSION:

Hazard mitigation is the process of identifying a potential hazard and performing analysis and strategy to reduce or eliminate the risk. While disaster and tragedy have occurred and will continue to occur, the implementation of the hazard mitigation plan will help decrease the negative impact on the community.

The Kent County Emergency Management Office has created an updated Hazard Mitigation Plan for the County which is updated every five years. The most recent update was done in December of 2022 and must be adopted by the City of Wyoming. The complete plan can be reviewed at https://www.accesskent.com/Sheriff/pdfs/GGRHazMitPlan_2022.pdf.

BUDGET IMPACT:

An adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under Federal Emergency Management Agency (FEMA) disaster mitigation grant programs.

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-TENTATIVE APPROVAL FOR THE
PROPOSED KINGSFIELD ESTATES PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 25 residential lots to complement this endeavor.
2. The proposed Kingsfield Estates subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended approval of the proposed subdivision at their May 16, 2023 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Tentative Approval for Kingsfield Estates subdivision subject to the following 28 conditions to be met before final approval of this preliminary plat:
 1. Developer must show locations of proposed mailbox clusters.
 2. Developer must provide a copy of the restrictive covenant document to the City's Planning Department once finalized.
 3. Storm sewer shall primarily be within the street and right-of-way. Minimize (or eliminate) parallel storm sewers and rear yard storm sewers.
 4. City will maintain one segment of storm sewer to drain rear yard drains. All other segments are not maintained by the City.
 5. Storm system shall be designed to function according to City of Wyoming stormwater masterplan. Review proposed routes with Stormwater Engineer.
 6. Submit the LFGROW spreadsheet detailing site water quality, channel protection, and flood control requirements.
 7. Provide map of sub-catchment areas.
 8. Provide a table summarizing sub-catchment drainage and storm sewer capacity calculations.
 9. Provide calculations for detention basin sizing and outlet dimensions.
 10. Identify 100-year flood stormwater routes and provide easements for such.
 11. Maintain at least the minimum rear yard setbacks on all parcels adjacent to ponds. Measurement is from high water elevation.
 12. Clarify if development is a Site Condo or Plat. Site Condo not allowed.
 13. All ADA ramps shall be built with construction of the plat.
 14. Provide construction plans per City of Wyoming and EGLE requirements.

15. Sanitary sewer connection shall use the existing 8 inch lateral to parcel (from 10 inch sanitary sewer).
16. Clarify wording of Item 9. “as constructed by ~~developer~~”? Should this say “builder or homeowner from the plans approved by...”
17. Clarify wording and intent of Item 12.
18. Item 27 refers to paragraph 30g when it appears it should be 28e.
19. Item 28 a. refers to overland flood swales through yards _____. Identify these now and provide easements for overland flood swales.
20. Item 28 a. & c. missing Exhibit B.
21. Item 28 d. Easements Labeled as “Floodway” Identify floodway easements.
22. Item 28 d. Easements labeled as “Drainage” refers to approval being needed from Kent County Drain Commission. This is not typical in the City of Wyoming.
23. Item 28 d. Easements Labeled as “Storm Sewer” refers to fences requiring removal or other maintenance needed from Kent County Drain Commission. This is not typical in the City of Wyoming.
24. Item 28 e. Minimum building opening elevations
 - a. Missing information for lots 13-25
 - b. Shows MOE in the 738 to 744 range. Contours show elevations of 686 to 692. Clarify information.
 - c. Requires Grading plan.
25. Item 29. These restrictions run for 25 years and will terminate unless two-thirds of the lot owners vote to reapprove restrictions. Please clarify intent - must vote to reapprove/extend restrictions vs. vote to abolish restrictions. Clarify who administers the vote.
26. Must meet all fire codes through full plan review if applicable.
27. Addressing must comply with direction of Drive (N/S and E/W).
28. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits. Once the plat has received Preliminary Plat – Final Approval, email it to Amber Wiersma at wiersmaa@wyomingmi.gov to initiate the addressing process. The Assessor’s Office will issue addresses only after the plat has received Final Plat Approval from City Council. New parcel numbers will be issued by the county after they receive the plat from the state.

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 June 5, 2023.

 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

May 23, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Tentative Approval for Kingsfield Estates at 4475 56th Street SW (Section 31) (Buffum Homes LLC).

Recommendation: To grant Preliminary Plat - Tentative Approval.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 16, 2023. A motion was made by Hall, supported by Randal, to approve the request for Preliminary Plat- Tentative Approval for Kingsfield Estates subject to conditions 1-28 and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 25 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Estate Residential and is currently vacant.

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

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. Per Sec. 74-42, City Council shall consider the final plat and review for conformance with the ordinance.

The third step will be Final Plat Approval, which general occurs after the plat is completed, with the City accepting the development. Per Sec. 74-52, City Council shall consider the final plat and review for conformance with the ordinance.

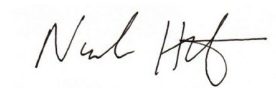
community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

During the public hearing, three residents asked questions about the proposed plat. All of them expressed concerns about traffic and stormwater drainage, which were answered by the project's engineer and the conditions placed by the City's engineering office. The Planning Commission discussed these concerns, reviewed the proposed conditions, and voted unanimously to recommend approval of the plat to City council subject to the proposed conditions.

Respectfully submitted,

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

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

Cc: John McCarter, Interim City Manager

9.) Applicant must meet all fire codes through full plan review.

10.) Applicant must provide address on building and at the driveway access on Beverly Avenue per City ordinance.

Meagher noted that staff received one comment from the public concerning noise.

Micele opened the public hearing at 7:08 PM. There was no public comment and the public hearing was closed.

Brett Wheatlake, 587 Broman St, Sparta, MI- gave the commissioner's background information saying that there are 5 companies under their parent company Utility Supply and Construction. The business focuses mainly in the utility industry like the underground gas network as well as overhead electrical transmission lines. He said that the business is based out of Reed City, Michigan and they are looking forward to expanding the business and working in the Wyoming area.

Todd Strain, 2151 Beverly Ave, is the current property owner and represents Strain Electric Company. He said that his business has been at this site since 2010 and gave some background information on the company. He said Strain Electric has moved out of the site and he thinks this company should fit well since they do the same type of work.

Brett Wheatlake, spoke again saying that he is looking forward to working in Wyoming.

A motion was made by Weller, supported by Smart, to grant special use approval for the proposed repair facility for trucks weighing more than 5,500 lbs at 2151 Beverly Avenue SW.

Lamer said that he noticed that there was a lot of gravel on site and wondered if it gets dusty.

Strain said that he lays down chloride every year to cut down on the dust.

A vote on the motion passed unanimously.

A motion was made by Zapata, supported by Lamer, to grant site plan approval subject to conditions 1-10.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for preliminary plat- tentative approval at 4475 56th Street SW (Section 31) (Buffum Homes LLC).

Meagher explained that the site is currently zoned ER Estate Residential and outlined the various uses of the surrounding land.

Meagher said that the applicant is requesting to develop a vacant 9.96 acre residential parcel into a new residential subdivision. The site will include 25 new single-family lots that will be served by public utilities and two public service roads. He said that one of the newly proposed roads will connect onto the existing Case Drive, providing more efficient access to and from 56th Street for the residential neighborhoods to the north.

Meagher explained that the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout with preliminary engineering. This phase is reviewed by the City’s Planning Commission, who then provides a recommendation to City Council for a decision.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. This step is only reviewed by City Council.

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

The proposed lots have been developed to R-1 zoning standards. Minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	11,021 sf – 27,268 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	8 ft.
Side Setback (total)	20 ft.	20 ft.

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

Meagher stated that the proposed development will supply single family homes to the Wyoming housing market, helping to ensure a diverse housing stock in the community.

Meagher said that the Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Kingsfield Estates at 4475 56th Street SW and recommends the same to the City Council subject to conditions 1-28 below:

- 1.) Developer must show locations of proposed mailbox clusters.
- 2.) Developer must provide a copy of the restrictive covenant document to the City's Planning Department once finalized.
- 3.) Storm sewer shall primarily be within the street and right-of-way. Minimize (or eliminate) parallel storm sewers and rear yard storm sewers.
- 4.) City will maintain one segment of storm sewer to drain rear yard drains. All other segments are not maintained by the City.
- 5.) Storm system shall be designed to function according to City of Wyoming stormwater masterplan. Review proposed routes with Stormwater Engineer.
- 6.) Submit the LFGROW spreadsheet detailing site water quality, channel protection, and flood control requirements.
- 7.) Provide map of sub-catchment areas.
- 8.) Provide a table summarizing sub-catchment drainage and storm sewer capacity calculations.
- 9.) Provide calculations for detention basin sizing and outlet dimensions.
- 10.) Identify 100-year flood stormwater routes and provide easements for such.
- 11.) Maintain at least the minimum rear yard setbacks on all parcels adjacent to ponds. Measurement is from high water elevation.
- 12.) Clarify if development is a Site Condo or Plat. Site Condo not allowed.
- 13.) All ADA ramps shall be built with construction of the plat.
- 14.) Provide construction plans per City of Wyoming and EGLE requirements.
- 15.) Sanitary sewer connection shall use the existing 8 inch lateral to parcel (from 10 inch sanitary sewer).
- 16.) Clarify wording of Item 9. "as constructed by ~~developer~~"? Should this say "builder or homeowner from the plans approved by..."
- 17.) Clarify wording and intent of Item 12.

- 18.) Item 27 refers to paragraph 30g when it appears it should be 28e.
- 19.) Item 28 a. refers to overland flood swales through yards _____. Identify these now and provide easements for overland flood swales.
- 20.) Item 28 a. & c. missing Exhibit B.
- 21.) Item 28 d. Easements Labeled as “Floodway” Identify floodway easements.
- 22.) Item 28 d. Easements labeled as “Drainage” refers to approval being needed from Kent County Drain Commission. This is not typical in the City of Wyoming.
- 23.) Item 28 d. Easements Labeled as “Storm Sewer” refers to fences requiring removal or other maintenance needed from Kent County Drain Commission. This is not typical in the City of Wyoming.
- 24.) Item 28 e. Minimum building opening elevations
 - A. Missing information for lots 13-25
 - B. Shows MOE in the 738 to 744 range. Contours show elevations of 686 to 692. Clarify information.
 - C. Requires Grading plan.
- 25.) Item 29. These restrictions run for 25 years and will terminate unless two-thirds of the lot owners vote to reapprove restrictions. Please clarify intent - must vote to reapprove/extend restrictions vs. vote to abolish restrictions. Clarify who administers the vote.
- 26.) Must meet all fire codes through full plan review if applicable.
- 27.) Addressing must comply with direction of Drive (N/S and E/W).
- 28.) The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits. Once the plat has received Preliminary Plat – Final Approval, email it to Amber Wiersma at wiersmaa@wyomingmi.gov to initiate the addressing process. The Assessor’s Office will issue addresses only after the plat has received Final Plat Approval from City Council. New parcel numbers will be issued by the county after they receive the plat from the state.

Micele opened the public hearing at 7:22 PM.

Jeff Murray, 4375 56th St SW, is concerned about the sizes of the lots since most of the houses in the area are over 2 acres. He is concerned about the drainage since recently there was about 6” of

water in his backyard and spoke about the existing drainage ponds on site. He is worried about the school buses being able to navigate in the cul-de-sac.

Char Uken, 4387 56th St. SW, Wyoming, addressed the board saying that she thinks the lots are too small and the traffic is also a concern because there will be more access to 56th from Case Dr. She wanted to know if there would be any greenspace for the kids to play.

Keith Baumgartner, 5495 Case Dr. SW, spoke and said his home is the last home on Case Drive and is concerned about the thru traffic and the presence of kids in the street. He said green space would be a valuable addition.

Jeff Murray, 4375 56th St SW, spoke again and asked if there was a plan to install sidewalks.

Micele closed public hearing at 7:29 PM.

Adam Feenstra, Feenstra & Associates, said that he is excited to bring another subdivision into the City of Wyoming. He said that he has had a lot of conversations with the drain commission and the city's engineering department about drainage. He spoke about how the street was engineered to prevent and slow down thru traffic. He spoke about working with a neighboring property to get a drainage easement but was unable to an agreement so the design is to outlet the drainage detention pond into 56th St. Due to the sizing of the storm sewer, the outlet will disperse at a slower rate per the specifications and will drain to the south, not to the two ponds to the east. This alleviates concerns because the drainage won't be added to the existing ponds. He said that the lots are a minimum of 85ft instead of 75ft to accommodate a larger house. He noted that there will be sidewalks per city standards and the cul-de-sac design is set by the city's Engineering department.

A motion was made by Hall, supported by Randall, to grant Preliminary Plat-Tentative Approval for Kingsfield Estates at 4475 56th Street SW and recommends the same to the City Council subject to conditions 1-28.

Weller commented on the number of conditions.

There was general conversation regarding sidewalk requirements and streetlights and how those standards are set by the city's Engineering department.

Hofert confirmed that streetlights are required in Wyoming.

Weller asked about the cluster mailboxes and how it could be inconvenient.

Hofert said that the United States Post Office now requires cluster mailboxes in all new developments.

Weller asked about the traffic on 56th St. and if there would be a bypass lane.

Hofert said that recent traffic studies have confirmed that 56th St. is operating at an optimal level and has more capacity available for more cars. In the future, for a bypass or turning lane, a new traffic study would have to indicate that there was a need for another lane.

There was conversation about where the water would go if the detention ponds were to overflow.

Smart asked about the estimated average value of the proposed homes.

Feenstra said that Buffum Homes will be building the homes and, based on current construction prices, he estimates the costs to be around \$400,000 to \$500,000 and 1500-1800 sq ft.

Weller asked where lots 6 & 7 would drain.

Feenstra said that they would provide storm laterals to collect roof runoff.

Micele asked staff if this area is in a 100-year floodplain.

Meagher confirmed that it is not in a floodplain.

Smart asked about the overflow to 56th St. and if he understands correctly there are no gutters in that area. Smart wants to know where the water would go if there was a flood.

Hofert said that there are no gutters in that section of 56th St. and said that it is not uncommon to have an overflow to streets and to allow natural drainage courses to take it to the nearest outlet.

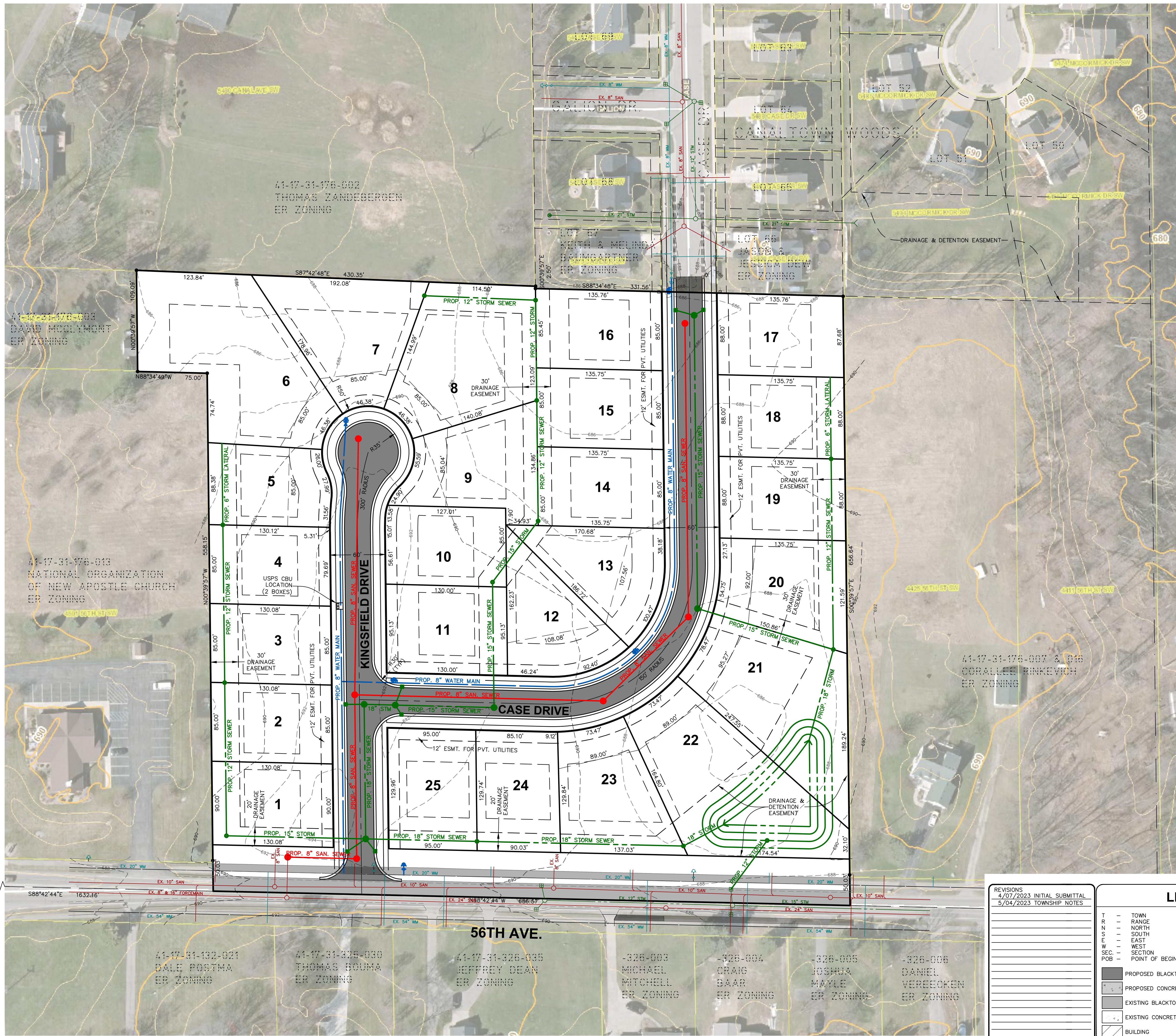
Smart wanted to know if the water would affect other properties to the East and West.

Meagher said that the water drains to a basin south of the Del-Mar property so it is unlikely that the properties to the East and West would be affected.

Hofert said that a flow pattern would hit at the pond adjacent to Del-mar and the engineering department did look at the adjacent properties and is not anticipating any issues. She said that since this is the first step in the platting process, we are looking at the basic design and location of the lots. There are a lot of conditions listed because this is the preliminary step in the process, in the second stage of platting the engineer will refine their numbers since there is much more scrutiny.

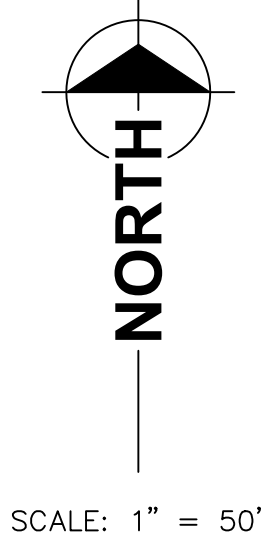
Weller said that there is a drainage easement near lot 17 and said that it could be a good play area for kids.

A vote on the motion passed unanimously.



PROPERTY DESCRIPTION
 PARCEL NO. 41-17-31-176-015
 PARCEL ADDRESS: 4475 56TH ST. SW

Part of the Northwest 1/4 of Section 31, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as:
 Commencing at the West 1/4 corner of said Section; and
 Section to the Point of Beginning; thence N00°39'57"W 558.15 feet;
 thence N88°34'49"W 75.00 feet along the South line of the West
 100 feet of the NW 1/4 of the SE 1/4 of the NW 1/4 of said
 Section; thence N00°39'57"W 109.09 feet along the East line of the
 West 233 feet of the NW 1/4 of the SW 1/4 of the NW 1/4 of said
 Section; thence S87°42'48"E 430.42 feet; thence S00°39'57"E
 2.50 feet along the East line of the NW 1/4 of the NW 1/4 of the
 NW 1/4 of said Section; thence S88°34'48"E 331.56 feet along the
 North line of the SE 1/4 of the NW 1/4 of said Section; thence
 S00°39'57"E 656.64 feet; thence N88°42'44"W
 686.57 feet along the East-West 1/4 line of said Section to the
 Point of Beginning.



PLAT STATISTICS

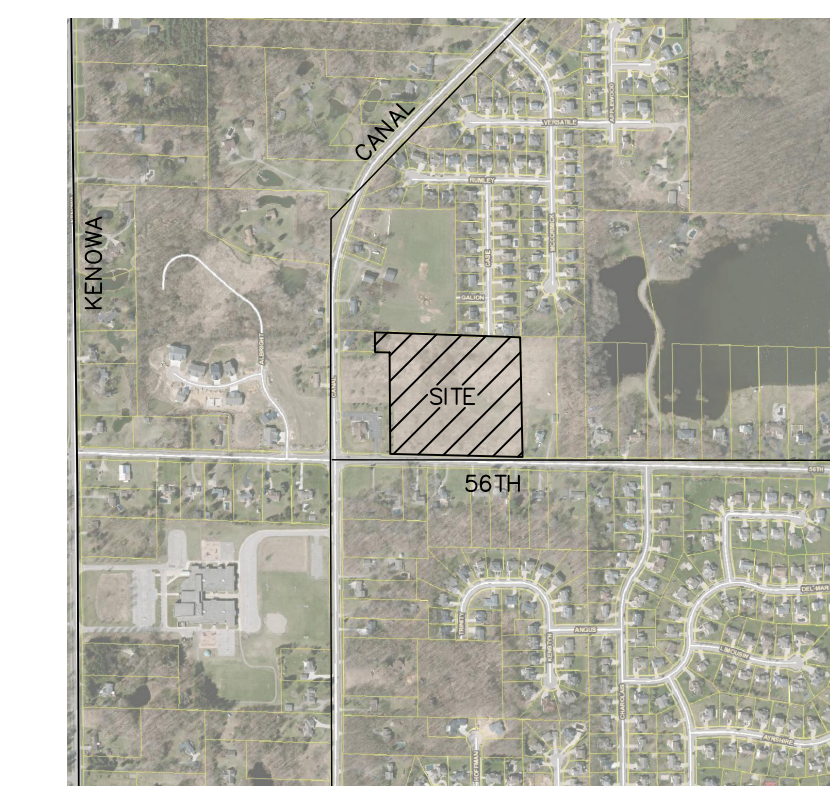
Total Acreage = 10.59 Acres (Including ROW)
 Net Acreage = 8.12 Acres
 Number of Lots = 25 Single Family Lots
 Density = 25 Lots/8.12 Acres = 3.08 Lots/Acre

ZONING ORDINANCES:

ER Estate Residential District
 Minimum Requirements of Section 90-403A for 5 or more platted lots
 Min Lot Width - 75 Feet
 Min Lot Area - 10,000 Square Feet
 Front Setback - 35 Feet
 Side Setback - 8 Feet Min/20 Feet Total
 20 Feet Min. Side Yard for Corner Lot
 Rear Setback - 35 Feet

NOTES

- All street right of ways shall be public, 60 feet in width.
- Streets shall be 33 foot curb and gutter per City of Wyoming standards and specifications.
- This site condominium shall be serviced with public water and sewer.
- Storm water detention shall be provided for the plat. Drainage design shall conform to the City of Wyoming standards and specifications.
- All lots shall be provided with a lateral to the storm sewer system.
- Gasmains shall be installed within the street right-of-ways 22'3" South or East of centerline.
- There shall be a 12 foot private easement for public utilities adjacent to all street right of ways.
- Lot sizes are approximate and may vary with the Final Plat drawings.
- Sidewalks shall be constructed at the time of house construction.
- Largest Lot by square footage is Lot 6 at 27,268 SF.
- Smallest Lot by square footage is Lot 10 at 11,021 SF.
- All lots will have the same front yard setback of 35 feet.
- All lots will have the same rear yard setback of 35 feet.
- All lots will have the same minimum side yard setback of 8 feet and the same combined side yard setback of 20 feet.



LOCATION MAP
 SCALE 1" = 1000'

REVISIONS

4/07/2023	INITIAL SUBMITTAL
5/04/2023	TOWNSHIP NOTES

LEGEND

T	TOWN	+	SECTION CORNER
R	RANGE	⊕	SET CAPPED IRON
N	NORTH	⬇	FOUND IRON OR NAIL
S	SOUTH	○	STORM SEWER MANHOLE
E	EAST	○	SANITARY SEWER MANHOLE
W	WEST	⊞	CATCH BASIN
SEC.	SECTION	⊞	HYDRANT
POB	POINT OF BEGINNING	⊞	VALVE
■	PROPOSED BLACKTOP	⊞	UTILITY POLE
■	PROPOSED CONCRETE	⊞	GUY WIRE
■	EXISTING BLACKTOP	⊞	LIGHT POLE
■	EXISTING CONCRETE	⊞	WALL MOUNTED LIGHT
■	BUILDING	⊞	PEDESTAL
		⊞	TRANSFORMER
		⊞	SIGN

PRELIMINARY PLAT
KINGSFIELD ESTATES

FOR: BUFFUM HOMES LLC
 144 44TH ST SW
 GRAND RAPIDS, MI 49548
 PHONE: (616) 538-4663

PART OF THE NW 1/4, SECTION 31, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

Feenstra & Associates, Inc.
 CIVIL ENGINEERS & SURVEYORS
 3145 Prairie St SW Phone: 616.457.7050
 Grandville, MI 49418 www.feenstrainc.com

Sheet
 1 of 1
 Project #1176

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

At its regular meeting held Monday, June 5, 2023, at 7:00 pm, local time in the City Hall Council Chambers, 1155 28th St SW, Wyoming, Michigan, the City Council of the City of Wyoming, Michigan:

Council Members present: _____

Council Members absent: _____

Council Member _____, supported by Council Member _____, moved approval of the following:

RESOLUTION NO. ____

RESOLUTION DECLARING THE NECESSITY OF ACQUIRING AND AUTHORIZING ACQUISITION
OF A RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION PERMIT FOR WIDENING
GEZON PKWY SW RIGHT-OF-WAY TO ITS INTERSECTION WITH CLYDE PARK AVE SW

WHEREAS:

1. The city is seeking to improvement Gezon Pkwy/54th St SW by milling and resurfacing, adding a right turn/thru lane, improving sidewalks, and repairing drive entrances (“Gezon Improvements”).
2. To make those improvements, the city needs to acquire an additional permanent right-of-way easement approximately 12 feet in width and 382 feet in length (a total of 5,102 square feet) and a temporary construction permit over 9,200 square feet both of which are attached to this resolution (“Property Interests”) of the parcel having an address of 5455 Clyde Park Ave SW, tax parcel number 41-17-35-276-021 (“Parent Parcel”).
3. The city’s land acquisition agent, Land Matters Inc., attempted to negotiate the conveyance of the Property Interests to the city, but the property owner has ceased communicating with Land Matters.
4. The Gezon Improvements are needed to improve traffic flows and movements, increase pedestrian and vehicular safety, improve ingress to and egress from parcels along Gezon Pkwy/54th St SW, and address other conditions along Gezon Pkwy/54th St SW, Clyde Park Ave SW, and the entrance and exits ramps to US-131.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Gezon Improvements are public improvements, for public use, that are necessary to preserve and enhance public health, safety, and general welfare.
2. Acquiring the Property Interests is necessary to construct the Gezon Improvements and is therefore necessary to preserve and enhance the public health, safety, and general welfare.
3. The City Manager, City Finance Director, City Public Works Director, City Engineer, City Attorney, and their respective designees are authorized and directed to take any and all actions for or on behalf of the city to acquire the Property Interests. Such actions might include, for example, and not for limitation, (i) engaging engineers, appraisers, surveyors, geotechnical consultants, soil boring contractors, attorneys, and other professionals as needed to acquire those property rights, (ii) commissioning, approving, overseeing, and obtaining the results of and reports from those professionals and consultants, (iii) ascertaining the amount of estimated just compensation for the Property Interests, (iv) making a good faith written offer for purchase of the Property Interests, (v) negotiating terms for acquiring the Property Interests, (vi) if needed, recording a declaration of taking, (vii) if needed, initiating legal actions to actions to acquire the Property Interests by eminent domain, and (ix) any undertaking other actions reasonably needed or prudent to obtain the Property Interests.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes _____

No _____

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a meeting held on June 5, 2023.

Date: _____, 2023

Kelli A. VandenBerg, Wyoming City Clerk

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-35-276-021

Target Corporation, a Minnesota corporation, P.O. Box 9456, Minneapolis, MI 55440-9456 (Grantor), in exchange for the payment of Twenty-Five Thousand Five Hundred Ten dollars and No Cents (\$25,510.00), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (City) a permanent easement in, on, over, and under the real property described and depicted on the attached Exhibit A (the Easement Area) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

DATED: _____

Approved as a form:

Attorney for the City of Wyoming

GRANTOR:

Target Corporation

By:

Its:

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, _____ on this
____ day of _____, 20____, by _____ of
Target Corporation, on behalf of Target Corporation.

_____, Notary Public

_____, County, _____

Acting in _____, County, _____

My Commission Expires: _____

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

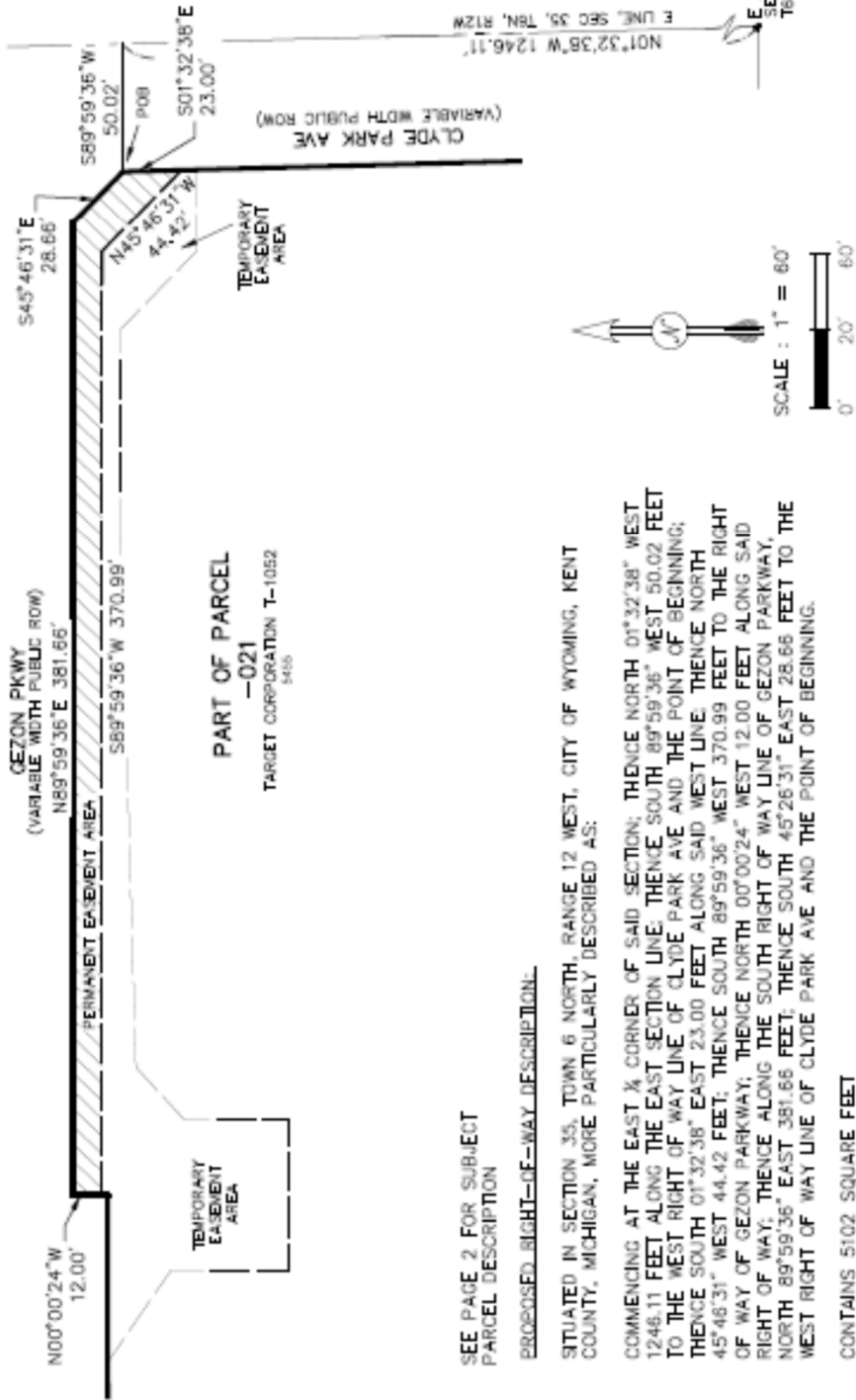
Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

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

EXHIBIT "A"

41-17-35-276-021

GEZON PKWY
(VARIABLE WIDTH PUBLIC ROW)
N89°59'36"E 381.66'



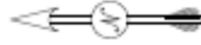
SEE PAGE 2 FOR SUBJECT
PARCEL DESCRIPTION

PROPOSED BIGHT-OF-WAY DESCRIPTION:

SITUATED IN SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION; THENCE NORTH 01°32'38" WEST 1246.11 FEET ALONG THE EAST SECTION LINE; THENCE SOUTH 89°59'36" WEST 50.02 FEET TO THE WEST RIGHT OF WAY LINE OF CLYDE PARK AVE AND THE POINT OF BEGINNING; THENCE SOUTH 01°32'38" EAST 23.00 FEET ALONG SAID WEST LINE; THENCE NORTH 45°46'31" WEST 44.42 FEET; THENCE SOUTH 89°59'36" WEST 370.99 FEET TO THE RIGHT OF WAY OF GEZON PARKWAY; THENCE NORTH 00°00'24" WEST 12.00 FEET ALONG SAID RIGHT OF WAY; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF GEZON PARKWAY, NORTH 89°59'36" EAST 381.66 FEET; THENCE SOUTH 45°26'31" EAST 28.66 FEET TO THE WEST RIGHT OF WAY LINE OF CLYDE PARK AVE AND THE POINT OF BEGINNING.

CONTAINS 5102 SQUARE FEET



SCALE : 1" = 60'
0' 20' 60'

<p>LOCATED IN : SECTION 35 TOWN 6 NORTH, RANGE 12 WEST CITY OF WYOMING, KENT COUNTY, MICHIGAN</p> <p>Date : 03/30/2023 Project No. 2220948</p>	<p>CLIENT: CITY OF WYOMING 1155 28TH STREET SW WYOMING, MI 49509</p>	<p>Prein&Newhof <i>Engineering & Surveying Environmental Laboratory</i></p> <p>3355 Evergreen Drive NE Grand Rapids, MI 49525 www.preinnewhof.com</p> <p>T: (616) 364-8491 F: (616) 364-8553 info@preinnewhof.com</p>
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EXHIBIT "A"

41-17-35-276-021

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-229453):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN: PART OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST SECTION LINE AT A POINT BEING NORTH 01 DEGREE 32'38" WEST 1246.11 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01 DEGREE 32'38" EAST 76.76 FEET ALONG SAID SECTION LINE; THENCE SOUTH 88 DEGREES 27'22" WEST 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF CLYDE PARK AVENUE; THENCE SOUTH 03 DEGREES 00'00" WEST 133.09 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 87 DEGREES 00'00" WEST 11.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03 DEGREES 00'00" WEST 10.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 87 DEGREES 00'00" EAST 11.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03 DEGREES 00'00" WEST 8.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 01 DEGREES 32'38" EAST 70.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 13 DEGREES 40'00" EAST 57.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 27'22" EAST 50.00 FEET; THENCE SOUTH 01 DEGREES 32'38" EAST 94.87 FEET ALONG SAID SECTION LINE; THENCE SOUTH 88 DEGREES 27'22" WEST 259.50 FEET; THENCE SOUTH 01 DEGREE 32'38" EAST 227.00 FEET; THENCE SOUTH 88 DEGREES 27'22" WEST 250.50 FEET; THENCE NORTH 01 DEGREE 32'38" WEST 93.70 FEET; THENCE SOUTH 89 DEGREES 59'36" WEST 807.29 FEET; THENCE NORTH 37 DEGREES 29'55" EAST 417.71 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF GEZON PARKWAY; THENCE NORTHEASTERLY 269.63 FEET ALONG SAID RIGHT OF WAY LINE ON A 750.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 47 DEGREES 47'51.2" EAST 268.175 FEET; THENCE NORTHEASTERLY 258.49 FEET ALONG SAID RIGHT OF WAY LINE ON A 640.88 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 69 DEGREES 39'04.1" EAST 256.740 FEET; THENCE NORTH 89 DEGREES 59'36" EAST 155.57 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 00'24" WEST 14.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 59'36" EAST 381.66 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 45 DEGREES 46'31" EAST 28.66 FEET; THENCE NORTH 89 DEGREES 59'36" EAST 50.02 FEET TO THE PLACE OF BEGINNING.

ALSO:
 THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, WHICH IS DESCRIBED: AS BEGINNING AT A P.K NAIL FOUND ON THE WEST LINE OF CLYDE PARK AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY) WHICH IS SOUTH 88 DEGREES 27'22" WEST 66.50 FEET FROM A POINT ON THE EAST LINE OF SAID SECTION WHICH IS NORTH 01 DEGREE 32'38" WEST 571.13 FEET FROM THE EAST QUARTER POST OF SAID SECTION; THENCE SOUTH 88 DEGREES 27'22" WEST 193.00 FEET TO A FOUND P.K NAIL; THENCE NORTH 01 DEGREE 32'38" WEST 25.62 FEET; THENCE NORTH 88 DEGREES 24'52" EAST 192.99 FEET TO THE WEST LINE OF CLYDE PARK AVENUE; THENCE ALONG SAID WEST LINE SOUTH 01 DEGREE 32'43" EAST 25.76 FEET TO THE POINT OF BEGINNING.

SEE PAGE 1 FOR SKETCH AND EASEMENT DESCRIPTION

 <p>Prein & Newhof Engineers • Surveyors • Environmental • Laboratory</p> <p>3355 Evergreen Drive NE Grand Rapids, MI 49525 www.preinnewhof.com</p> <p>t. (616) 364-8491 f. (616) 364-6955 info@preinnewhof.com</p>	<p>CLIENT: CITY OF WYOMING 1155 28TH STREET SW WYOMING, MI 49509</p>	<p>LOCATED IN : SECTION 35 TOWN 6 NORTH, RANGE 12 WEST CITY OF WYOMING, KENT COUNTY, MICHIGAN</p> <p>Date : 02/22/2023 Project No. 2220948</p> <p style="text-align: right;">PAGE 2 OF 2</p>
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TEMPORARY PERMIT

The Grantor, **Target Corporation**, a Minnesota corporation, whose address is P.O. Box 9456, Minneapolis, MI 55440-9456, for the consideration of Three Thousand Six Hundred Eighty dollars and No Cents (\$3,680.00), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

DATED: _____

GRANTOR:
Target Corporation

By:
Its:

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

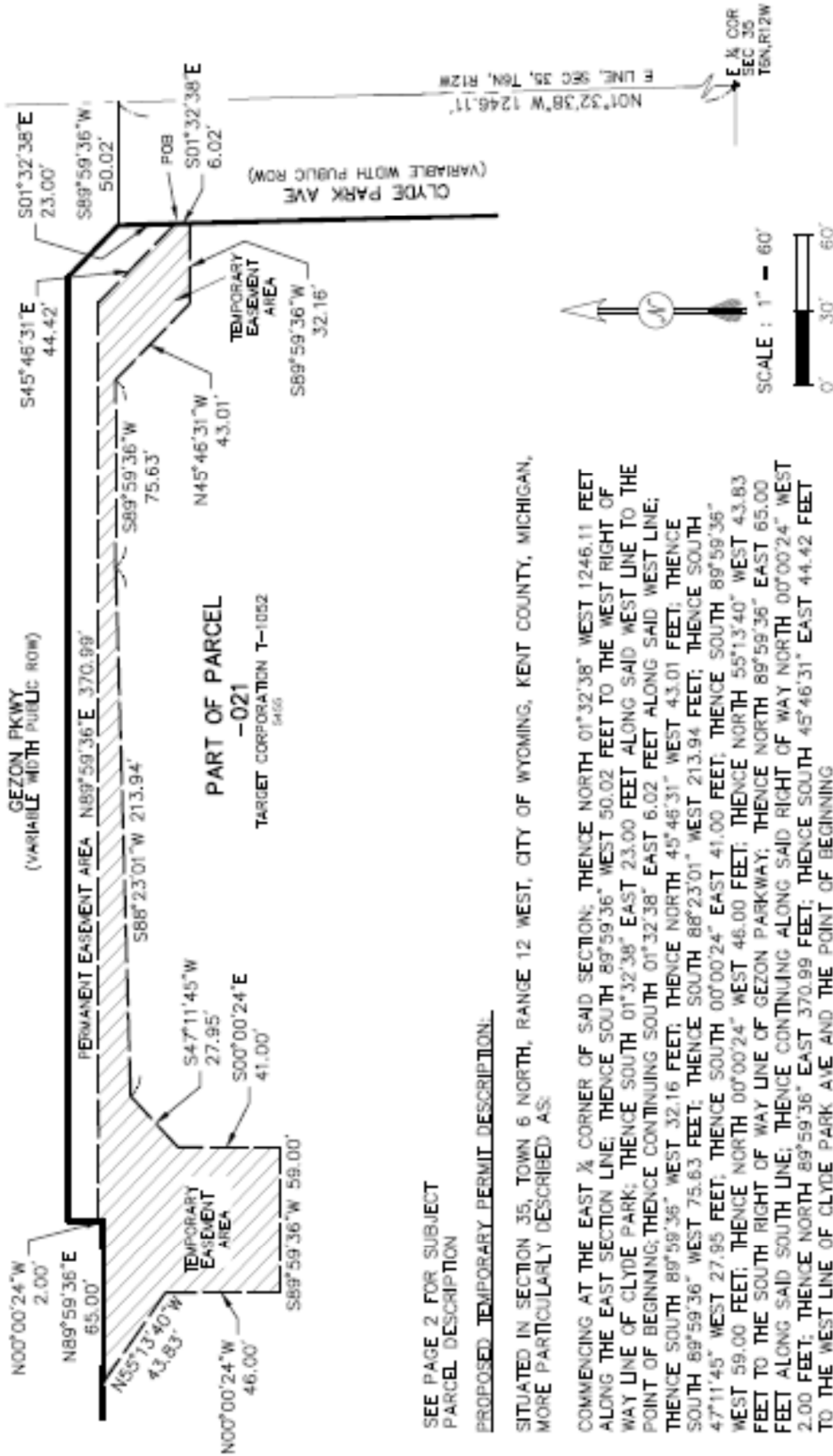
Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT "A"

41-17-35-276-021



SEE PAGE 2 FOR SUBJECT PARCEL DESCRIPTION

PROPOSED TEMPORARY PERMIT DESCRIPTION:

SITUATED IN SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION; THENCE NORTH 01°32'38" WEST 1246.11 FEET ALONG THE EAST SECTION LINE; THENCE SOUTH 89°59'36" WEST 50.02 FEET TO THE WEST RIGHT OF WAY LINE OF CLYDE PARK; THENCE SOUTH 01°32'38" EAST 23.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°32'38" EAST 6.02 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°59'36" WEST 32.16 FEET; THENCE NORTH 45°46'31" WEST 43.01 FEET; THENCE SOUTH 89°59'36" WEST 75.63 FEET; THENCE SOUTH 88°23'01" WEST 213.94 FEET; THENCE SOUTH 89°59'36" WEST 58.00 FEET; THENCE SOUTH 00°00'24" EAST 41.00 FEET; THENCE SOUTH 89°59'36" WEST 59.00 FEET; THENCE NORTH 00°00'24" WEST 46.00 FEET; THENCE NORTH 55°13'40" WEST 43.83 FEET TO THE SOUTH RIGHT OF WAY LINE OF GEZON PARKWAY; THENCE NORTH 89°59'36" EAST 65.00 FEET ALONG SAID SOUTH LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 00°00'24" WEST 2.00 FEET; THENCE NORTH 89°59'36" EAST 370.99 FEET; THENCE SOUTH 45°46'31" EAST 44.42 FEET TO THE WEST LINE OF CLYDE PARK AVE AND THE POINT OF BEGINNING

CONTAINS 9200 SQUARE FEET

Prein & Newhof
 Engineers - Surveyors - Environmental - Laboratory
 3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 T: (616) 364-8491
 F: (616) 364-6555
 info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 1155 28TH STREET SW
 WYOMING, MI 49509

LOCATED IN: SECTION 35
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN
 Date: 03/30/2023
 Project No. 2220948
 PAGE 1 OF 2

EXHIBIT "A"

41-17-35-276-021

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TILE AGENCY, LLC COMMITMENT NO. BH-228453):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN; PART OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST SECTION LINE AT A POINT BEING NORTH 01 DEGREE 32'38" WEST 1246.11 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01 DEGREE 32'38" EAST 76.76 FEET ALONG SAID SECTION LINE; THENCE SOUTH 88 DEGREES 27'22" WEST 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF CLYDE PARK AVENUE; THENCE SOUTH 03 DEGREES 00'00" WEST 133.09 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 87 DEGREES 00'00" WEST 11.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03 DEGREES 00'00" WEST 10.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 87 DEGREES 00'00" EAST 11.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03 DEGREES 00'00" WEST 8.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 01 DEGREE 32'38" EAST 70.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 13 DEGREES 40'00" EAST 57.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 27'22" EAST 50.00 FEET; THENCE SOUTH 01 DEGREE 32'38" EAST 94.87 FEET ALONG SAID EAST SECTION LINE; THENCE SOUTH 88 DEGREES 27'22" WEST 259.50 FEET; THENCE SOUTH 01 DEGREE 32'38" EAST 227.00 FEET; THENCE SOUTH 88 DEGREES 27'22" WEST 250.50 FEET; THENCE NORTH 01 DEGREE 32'38" WEST 93.70 FEET; THENCE SOUTH 89 DEGREES 59'36" WEST 807.29 FEET; THENCE NORTH 37 DEGREES 29'55" EAST 417.71 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF GEZON PARKWAY; THENCE NORTHEASTERLY 269.63 FEET ALONG SAID RIGHT OF WAY LINE ON A 750.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 47 DEGREES 47'51.2" EAST 268.175 FEET; THENCE NORTHEASTERLY 258.49 FEET ALONG SAID RIGHT OF WAY LINE ON A 640.88 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 89 DEGREES 39'04.1" EAST 256.740 FEET; THENCE NORTH 89 DEGREES 59'36" EAST 155.57 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 00'24" WEST 14.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 59'36" EAST 381.66 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 45 DEGREES 46'31" EAST 28.66 FEET; THENCE NORTH 89 DEGREES 59'36" EAST 50.02 FEET TO THE PLACE OF BEGINNING.

ALSO:
THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, WHICH IS DESCRIBED: AS BEGINNING AT A P.K NAIL FOUND ON THE WEST LINE OF CLYDE PARK AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY) WHICH IS SOUTH 88 DEGREES 27'22" WEST 68.50 FEET FROM A POINT ON THE EAST LINE OF SAID SECTION WHICH IS NORTH 01 DEGREE 32'38" WEST 571.13 FEET FROM THE EAST QUARTER POST OF SAID SECTION; THENCE SOUTH 88 DEGREES 27'22" WEST 193.00 FEET TO A FOUND P.K NAIL; THENCE NORTH 01 DEGREE 32'38" WEST 25.62 FEET; THENCE NORTH 88 DEGREES 24'52" EAST 192.99 FEET TO THE WEST LINE OF CLYDE PARK AVENUE; THENCE ALONG SAID WEST LINE SOUTH 01 DEGREE 32'43" EAST 25.76 FEET TO THE POINT OF BEGINNING.

SEE PAGE 1 FOR SKETCH AND EASEMENT DESCRIPTION

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com
t. (616) 364-8491
f. (616) 364-6555
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 35
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN
Date : 02/22/2023
Project No. 2220948
PAGE
2 OF 2

STAFF REPORT

Date: June 1, 2023
Subject: Gezon Pkwy - Resolution of Necessity
From: Scott Smith, City Attorney
Meeting Date: June 5, 2023

RECOMMENDATIONS:

Adopt the Resolution Declaring the Necessity of Acquiring and Authorizing Acquisition of a Right-of-Way Easement and Temporary Construction Permit for Widening the Gezon Pkwy SW Right-of-Way to Its Intersection with Clyde Park Ave SW.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community will be enhanced by widening Gezon Pkwy SW to improve traffic movements.

Safety – Widening should result in improved traffic safety.

Stewardship – Improved traffic flows will enhance access to area businesses making patronage easier and more likely.

DISCUSSION:

Despite numerous attempts the owner of the property at 5455 Clyde Park Ave SW (the southwest corner of the Gezon Pkwy SW – Clyde Park Ave SW intersection) has failed to provide the needed additional right-of-way to accommodate construction of the needed turning lane and sidewalk. This resolution begins the process of allowing eminent domain, if needed, to obtain the needed right-of-way easement and temporary construction permit.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO GRAND ELK RAILROAD, INC., FOR
ANNUAL MAINTENANCE OF TRAFFIC CONTROL DEVICES AT RAILROAD
CROSSINGS IN THE CITY OF WYOMING

WHEREAS:

1. Grand Elk Railroad owns railroad tracks within the City of Wyoming crossing several major streets which require the use of proper traffic control devices.
2. State of Michigan Act 354 of 1993 requires that all road authorities participate in the annual maintenance cost of railroad crossings with active traffic control devices.
3. The rate per crossing is established in Act 354 and depends on the various traffic control devices at each location.
4. Grand Elk Railroad, Inc., has completed maintenance of these traffic control devices for calendar year 2022, and has submitted an invoice to the City of Wyoming in the amount of \$26,720 for reimbursement.
5. It is recommended that City Council authorize payment to Grand Elk Railroad, Inc., for the cost of annual maintenance of its control devices in the amount of \$26,720.
6. This cost can be funded out of the major street fund account number 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes payment to Grand Elk Railroad, Inc., for annual maintenance of traffic control devices to railroad crossings in the amount of \$26,720.

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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice
Act No. 354

Resolution No. _____

STAFF REPORT

Date: May 23, 2023

Subject: Authorize Payment to Grand Elk Railroad, Inc.

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

Date of Meeting: June 5, 2023

RECOMMENDATION:

It is recommended that the City Council authorize payment to Grand Elk Railroad, Inc., in the amount of \$26,720 for the cost of annual maintenance on its control devices for the 2022 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continues to maintain a high-quality street and utility infrastructure. Annual maintenance is required to ensure systems are operating correctly and efficiently. Well maintained railroad crossings promote safe and efficient vehicular travel for the residents of Wyoming and add to the economic strength of the community.

DISCUSSION:

Grand Elk Railroad owns railroad tracks within the City of Wyoming, crossing several major streets which require the use of proper traffic control devices including flashing signals and cantilever arms. Per the MCL 462.311, the road authorities participate in the annual maintenance cost of the railroad crossings with active traffic control devices. Grand Elk Railroad, Inc. has completed maintenance of these traffic control devices for calendar year 2022 and has submitted an invoice to the City of Wyoming in the amount of \$26,720 for reimbursement.

BUDGET IMPACT:

Sufficient funds are available in the major street fund account number 202-441-47400-930.000.



WATCO

Grand Elk Railroad, Inc.
315 West 3rd Street
Pittsburg KS 66762

Invoice

For Billing Questions or Disputes Contact:

Sold-To-Party

City of Wyoming
1155 28th St. SW
Wyoming MI 49509

Information	
Invoice Number	91955667
Invoice Date	05/12/2023
PO No.	2022-Signal Mainte
PO Date	05/12/2023
Customer No.	9029
Invoice Amt	26,720.00
Terms of Payment	30 Days
Include Invoice Number with Payment	

Bill-To-Party:

City of Wyoming
1155 28th St. SW
Wyoming MI 49509

Additional Billing Comments:

Item	Material Description	Quantity	Unit Price	Total
10	2022-Signal Maint-MCL 462315(3)	1 EA	26,720.00	26,720.00
Total Amount in Currency USD				26,720.00

Please Remit Check Payments to:

Grand Elk Railroad, Inc.
39575 Treasury Center
Chicago, IL 60694-9500

Please Remit ACH or EFT Payments to:

BMO Harris Bank
ABA# 071000288
ACCOUNT# 1430137371
ACCT NAME: Watco Companies, L.L.C.



Grand Elk Railroad, Inc
315 W 3rd St
Pittsburg, KS 66762

Bill-To-Party	Information
City of Wyoming 1155 28th St SW Wyoming, MI 49509 accounts payable@wyomingmi.gov	Invoice Number 2022- Signal Maintenance Invoice Date 3/31/2023 Customer No. 9029 PO Number MCL 462315(3) Invoice Amount \$ 26,720.00 Terms of Payment Due Upon Receipt

Listing of Active Crossing Traffic Control Devices and Road Authority Fee Schedule in Accordance with MCL 462.315(3) - RAILROAD CODE OF 1993 - Act 354 of 1993

Current schedule of fees - Effective 12-21-2012

Type Code	Rate	Description
Type 1	\$ 1,427.00	Flashing signals on single track
Type 2	\$ 2,867.00	Flashing signals and gates on a single track
Type 3	\$ 2,105.00	Flashing signals with cantilever arm on a single track
Type 4	\$ 3,239.00	Flashing signals with cantilever arm with gates on a single track
Type 5	\$ 3,394.00	Flashing signals and gates on multiple tracks
Type 6	\$ 4,352.00	Flashing signals with cantilever arms and gates on a multiple track
Type 7	\$ 1,698.00	Flashing signals on a multiple track
Type 8	\$ 2,167.00	Flashing signals with cantilever arms on multiple track

*** Note: Actual Cost Per Agreement.

DOT	Road Crossing	Type Code	Description of Traffic Control Devices	Road Authority Maintenance Fee per PA354 of 1993
				2023
543868A	36th Stree SE	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,105.00
543869G	Eastern Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,105.00
543870B	32nd Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,105.00
543871H	Madison Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,105.00
543874D	Buchanan Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,105.00
545751Y	54th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,239.00
545752F	50th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,239.00
545753M	44th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,239.00
545754U	36th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,239.00
545755B	32nd Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,239.00

Total Annual Amount - City of Wyoming

\$ 26,720.00

RAILROAD CODE OF 1993 (EXCERPT)
Act 354 of 1993

462.311 Passive traffic control devices; street lighting.

Sec. 311. (1) The road authority, at its own expense, shall furnish, renew, and maintain all passive traffic control devices on public streets or highways approaching grade crossings of streets and highways with railroad tracks, including the various advance warning signs, railroad pavement markings, railroad grade crossing signs, number of tracks signs, and other special signs located, designed, and maintained as prescribed by the Michigan manual of uniform traffic control devices. The number of tracks sign shall include a designation "railroad crossing _____ tracks" (insert number of tracks), indicating the actual number of tracks to be crossed. If there is only 1 track in the crossing, the sign stating the number of tracks shall be omitted. These passive traffic control devices shall conform to designs prescribed by the department and shall be subject to revision from time to time as the department considers necessary in the interest of public safety, conforming as closely as possible with generally recognized national standards.

(2) The department, for the purposes of this act, may install and maintain or arrange for the installation and maintenance of highway street lighting at any grade crossing of a state trunkline highway.

History: 1993, Act 354, Imd. Eff. Jan. 14, 1994.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CARRIER & GABLE, INC. FOR
TRAFFIC SIGNAL EQUIPMENT AND ILLUMINATED STREET SIGNS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Carrier & Gable, Inc. for the purchase of traffic signal equipment and illuminated street signs through June 1, 2024, for a total estimated annual amount of \$150,000.
2. Funds are budgeted in account number 202-441-47400-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Carrier & Gable, Inc. for traffic signal equipment and illuminated street signs.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: May 23, 2023

Subject: Authorize the Purchase of Traffic Signal Equipment and Illuminated Street Signs

From: Russ Henckel, Assistant Director of Public Works

Meeting Date: June 5, 2023

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the purchase of traffic signal equipment and illuminated street signs from Carrier & Gable, Inc. through June 1, 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

Continually maintaining and upgrading traffic signal equipment ensures that motorists and pedestrians are provided the most current safety features and efficiencies in Wyoming.

DISCUSSION:

Carrier & Gable, Inc. offers a wide variety of traffic signal equipment, including (but not limited to) boxes, circuit controllers, brackets, hardware, etc., and is the sole source provider in Michigan for this equipment.

BUDGET IMPACT:

It is expected that the City will purchase approximately \$150,000 of equipment for the year. Sufficient funds are available in the Major Street fund, account number 202-441-47400-775.000.



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX
www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote WYOMING2023
Sales Quote Date: 5/24/2023
Expires On: 6/1/2024
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

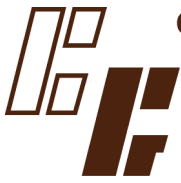
Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection:
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
PRICES VALID 06/01/23 TO 06/01/24					
ITEM 10					
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	19,649.00	19,649.00
101-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
***** END of KIT *****					
ITEM 11					
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	22,228.00	22,228.00
101-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 2

Sales Quote WYOMING2023
Sales Quote Date: 5/24/2023
Expires On: 6/1/2024
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
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ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection:
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2956	SDLC HUB, 7 CONNECTOR		1		
101-2620	BASE EXTENSION P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	**** END of KIT ****				
	ITEM 12				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	22,986.00	22,986.00
101-2346	CABINET M36 8PH PM BIU WR MDOT ITS PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1	500.00	500.00
	ITEM 20				



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Bid Item No.: Project No.:
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Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101ACP4416LSSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	24,141.00	24,141.00
101-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END of KIT *****				
	ITEM 30				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	22,986.00	22,986.00
101-2346	CABINET M36 8PH PM BIU WR MDOT ITS PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		



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SALES QUOTE

Page: 4

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ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection:
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	415.00	415.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	597.00	597.00
101-2620	BASE EXTENSION P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	***** END of KIT *****				
	ITEM 50				
101-2622	BASE, EXTENSION M30 15" GREY		1	462.00	462.00
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	530.50	530.50
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 70				
105-2312	CONTROLLER, COBALT-C, EOS		1	3,670.00	3,670.00
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		



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WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection:
Shipping Terms: Project City:
Project County:
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2503	ITEM 75 D PANEL CONNECTOR ASSY, 60 POS, COBALT		1	352.00	352.00
92GPS	ITEM 81 GPS ANTENNA W/HARNESS		1	350.00	350.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GARMIN GPS TO COBALT ***** END of KIT *****		1		
173-3050	ITEM 82 TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	796.00	796.00
173RTCGPSMDOT	ITEM 83 RTC MDOT GPS ASSEMBLY		1	328.65	328.65
100-1665	C&G TECH SVCS REDUCER NIPPLE FOR RTC		1		
100-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1		
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK ***** END of KIT *****		1		
160-2003	ITEM 90 MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	951.00	951.00
	ITEM 110				



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SALES QUOTE

Page: 6

Sales Quote WYOMING2023
Sales Quote Date: 5/24/2023
Expires On: 6/1/2024
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

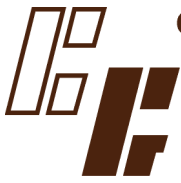
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160-2111	MONITOR, TS2 MMU2-16LEIP		1	1,300.00	1,300.00
	ITEM 120				
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		1	34.00	34.00
	ITEM 121				
512-1001	FILTER, CABINET 12"x16"x1"		1	5.60	5.60
	ITEM 130				
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-120VAC		1	38.00	38.00
	ITEM 141				
166-2981	RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	62.00	62.00
	ITEM 142				
178-2980	RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	154.00	154.00
	ITEM 143				
537-2022	SURGE SUPPRESSOR, CABINET, SPD120K		1	214.50	214.50
537-2023	BRACKET, FOR SPD ARRESTORS		1		
	ITEM 144				
537-2021	SURGE SUPPRESSOR, HESCO RLS DTW-12A		1	107.00	107.00
	ITEM 145				
537-1030	SURGE SUPPRESSOR, AC LINE, 20KA		1	20.00	20.00
	ITEM 150				



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460-1000	FLASHER EDI MDL810-2 CIRCUIT		1	34.00	34.00
	ITEM 160				
106-1000	PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
	ITEM 161				
460-2016	POWER SUPPLY, SHELF, TS2 12VDC, PS200		1	573.00	573.00
	ITEM 170				
106-1000	PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
	ITEM 172				
537-1250	SURGE SUPPRESSOR, 120VAC, 1PHASE HE1750		1	121.50	121.50
	ITEM 173				
537-1251	BASE, HARDWIRE FOR HE1750		1	36.40	36.40
	ITEM 174				
460-2017	BUS INTERFACE UNIT, BIU700		1	350.00	350.00
	ITEM 200				
85-5010	CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
	ITEM 210				
135-1000	CABLE, RADIO 3/8" 100 FT ROLL		1	131.00	131.00
	ITEM 220				
126-3000	CONNECTOR, 12 PIN W/SHELL EACH		1	49.50	49.50



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151-0138	ITEM 230 CABLE, OPTICOM MDL 138 (500 FT ROLL)		1	550.00	550.00
135-1001	ITEM 240 CONNECTOR, FOR 3/8" LMR-400 CABLE		1	14.75	14.75
169-2000	ITEM 250 CABLE, VIDEO, 3C W/PWR 500 FT		1	1,114.00	1,114.00
	ITEM 251 NO LONGER AVAILABLE				
110-1022	ITEM 252 CABLE, VERSICAM 100' ROLL IMSA 40-2		1	74.00	74.00
169-2100	ITEM 260 CABLE, VIDEO, 3C W/PWR 1,000 FT		1	2,228.00	2,228.00
126-3001	ITEM 270 CONNECTOR, BNC W/RUBBER BOOT		1	8.00	8.00
85-5000	ITEM 280 CABLE, EPAC/EPIC/MARC TO PC		1	49.95	49.95
160LD	ITEM 290 DETECTOR WITH HARNESS KIT		1	298.00	298.00
160-301T	DETECTOR, 1 CH SHELF LMD301T		1		
160-1002	HARNESS, DETECTOR 10 PIN		1		



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	***** END of KIT *****				
160LD4	ITEM 300 DETECTOR 4 CH. WITH HARNESS KIT		1	93.25	93.25
106-4010	HARNESS 19PIN FOR 4 CH DETECTOR ***** END of KIT *****		1		
160-4201	ITEM 310 DETECTOR, 2 CH RACK ORACLE 2E		1	316.00	316.00
160-4401	ITEM 320 DETECTOR, 4 CH RACK ORACLE 4E		1	415.00	415.00
160-301T	ITEM 330 DETECTOR, 1 CH SHELF LMD301T		1	236.00	236.00
160-0304	ITEM 340 DETECTOR, 4 CHANNEL SHELF, LDM304		1	459.00	459.00
108-NS10323	ITEM 350 ISOLATION CARD FOR TC-26B,2 SLOT 4 CH		1	175.00	175.00
108-1000	ITEM 360 TC-30 DETECTOR MICROWAVE PRESENCE		1	675.00	675.00
108-5100	ITEM 361 INTERSECTOR INTERFACE BOARD TCIB-4.2		1	640.00	640.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
108-5000	ITEM 362 INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	6,250.00	6,250.00
108-NS007252	ITEM 363 ETHERNET CABLE EXTENDER (ECX)		1	825.00	825.00
108-NS003284	ITEM 370 ISOLATION CARD,TC-26B SENSOR PANEL MOUNTED		1	70.00	70.00
126-1007	ITEM 390 CAMERA, VANTAGE COLOR RZ4A-WDR-PAK		1	2,340.25	2,340.25
126-1015	ITEM 392 MODULE, VERSICAM RACK MOUNT		1	1,100.00	1,100.00
126-1016	ITEM 393 MODULE, VERSICAM SHELF MOUNT		1	1,285.00	1,285.00
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	2,128.50	2,128.50
	ITEM 400 NO LONGER AVAILABLE ITEM 410 NO LONGER AVAILABLE ITEM 420 NO LONGER AVAILABLE ITEM 430 NO LONGER AVAILABLE				
126-1510	ITEM 440 LENS ADJUST MODULE W/DISPLAY V.2		1	1,980.00	1,980.00



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Page: 11

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-1004	ITEM 470 BRACKET, CAMERA MOUNT UNIVERSAL		1	231.00	231.00
103ABCAMERA	ITEM 480 BRACKET, ASTRO CAMERA MOUNT		1	304.00	304.00
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 490 REMOVED				
	ITEM 500 REMOVED				
	ITEM 510 REMOVED				
	ITEM 520 REMOVED				
517-1000	ITEM 530 LENS, SNOW SHIELD KIT,12" (NO GASKET)		1	58.50	58.50
101-8445	ITEM 531 VISOR, 12" VEH POLY CUTAWAY, YEL		1	11.00	11.00
101-4601	ITEM 540 HOUSING POLY 12" SA 1 SEC YY		1	65.35	65.35
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		1		
	ITEM 550				



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Page: 12

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101-4602	HOUSING POLY 12" SA 2 SEC YY		1	98.00	98.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		2		
	ITEM 560				
101-4600	HOUSING POLY 12" SA 3 SEC YY		1	148.00	148.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		3		
	ITEM 570				
101-4618	HOUSING POLY 12" SA 4 SEC YY		1	184.75	184.75
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		4		
	ITEM 580				
101-4802X	SIGNAL POLY 12" RYG YYY TNL		1	295.25	295.25
	ITEM 590				
101-4803X	SIGNAL POLY 12" R YA GA LED YYY TNL		1	295.75	295.75
	ITEM 600				
101-4810X	SIGNAL POLY 12" RED LED YYY TNL		1	114.35	114.35
	ITEM 610				
101-4821X	SIGNAL POLY 12" YEL LED YYY TNL		1	119.35	119.35
	ITEM 620				
101-4807X	SIGNAL POLY 12" RA YA GA LED YYY TNL		1	303.25	303.25
	ITEM 630				
101-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1	216.85	216.85



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101-4850X	ITEM 640 SIGNAL POLY 12" Y G LED YYY TNL		1	216.35	216.35
101-4805X	ITEM 650 SIGNAL POLY 12" RA YA YA GA YYY TNL		1	392.50	392.50
132-1000X	ITEM 660 DIALIGHT LED 12" RED INSERT XL ITE		1	48.50	48.50
132-1002X	ITEM 661 DIALIGHT LED 12" RED ARROW INSERT ITE		1	56.00	56.00
132-2000X	ITEM 670 DIALIGHT LED 12" YEL INSERT XL ITE		1	53.50	53.50
132-3000X	ITEM 680 DIALIGHT LED 12" GRN INSERT XL ITE		1	55.25	55.25
132-2002X	ITEM 690 DIALIGHT LED 12" YEL AR INSERT ITE OD		1	52.50	52.50
132-3002X	ITEM 700 DIALIGHT LED 12" GRN AR INSERT ITE OD		1	56.75	56.75
103-7401	ITEM 701 PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	6.75	6.75



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103-4130	ITEM 710 BACKPLATE, 3 SEC, 1" REF, EAGLE SA		1	104.35	104.35
103-4136	ITEM 711 BACKPLATE, 4 SEC SPLIT, 1" REF, EAGLE SA		1	151.25	151.25
103-4131	ITEM 715 BACKPLATE, 4 SEC, 1" REF, EAGLE SA		1	140.50	140.50
103-4180	ITEM 716 BACKPLATE, SA 3 SEC, 1" REF, AEROFLEX		1	146.35	146.35
103-4183	ITEM 717 BACKPLATE, SA 4 SEC, 1" REF, AEROFLEX		1	176.50	176.50
103-4181	ITEM 718 BACKPLATE, SA 5 SEC DH, SPAN, 1" REF, AEROFLEX		1	198.25	198.25
103-4135	ITEM 719 BACKPLATE, 3 SEC SPLIT, 1" REF, EAGLE SA		1	118.50	118.50
101TS12C6LED	ITEM 720 1-WAY 5-COLOR 12"SWTS LED C6 DH		1	859.55	859.55
101-4850X	SIGNAL POLY 12" Y G LED YYY TNL		1		
101-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1		
101-4810X	SIGNAL POLY 12" RED LED YYY TNL		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		1		
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		



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101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 730				
103AB8446DHBO	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	476.50	476.50
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 740				
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	281.00	281.00
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 750				
103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	290.65	290.65
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		



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103-7415	ITEM 760 BRACKET, 2-WAY SW 12" TOP BK15		1	252.00	252.00
103-7416	ITEM 770 BRACKET, 2-WAY SW 12" BOT BK16		1	38.50	38.50
103-7417	ITEM 780 BRACKET, 3-WAY SW 12" TOP BK17		1	317.00	317.00
103-7418	ITEM 790 BRACKET, 3-WAY SW 12" BOT BK18		1	113.50	113.50
103-7419	ITEM 800 BRACKET, 4-WAY SW 12" TOP BK19		1	392.00	392.00
103-7420	ITEM 810 BRACKET, 4-WAY SW 12" BOT BK20		1	105.00	105.00
101-7011	ITEM 820 SPAN WIRE CLAMP, KA63 UNF		1	34.00	34.00
103-7015	ITEM 830 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	119.00	119.00
103-7140	ITEM 870 SIG TO SIG JOINER WASHER & HWD		1	11.75	11.75



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SALES QUOTE

Page: 17

Sales Quote WYOMING2023
Sales Quote Date: 5/24/2023
Expires On: 6/1/2024
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
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Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101-6801X	ITEM 890 SIGNAL POLY 12" PED LED H/M FILLED ITE		1	217.00	217.00
101-6815X	ITEM 900 SIGNAL POLY 16" PED LED CD FILLED ITE		1	285.75	285.75
132-6007X	ITEM 910 DIALIGHT LED 12" PED H/M INSERT ITE		1	143.00	143.00
146-1002	ITEM 920 PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	100.00	100.00
	ITEM 930 REMOVED ITEM 932 REMOVED ITEM 934 REMOVED				
146APSIN2MI	ITEM 935 IN2 APS PUSH BUTTON ASSY, MI		1	5,759.50	5,759.50
146-1507	PUSHBUTTON, iNS2 APS 2W, T SGN, YEL.BRAILLE		4		
146-1516	CONTROL UNIT, SHELF MT, INS2 - BIU CAPABILITY		1		
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1		
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION ***** END of KIT *****		1		
115-1010	ITEM 940 SHAFT 10' SPUN ALUM.		1	341.75	341.75



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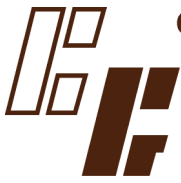
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
115-1014	ITEM 950 SHAFT 14' SPUN ALUM.		1	478.50	478.50
115-1016	ITEM 960 SHAFT 16' SPUN ALUM.		1	546.75	546.75
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	237.00	237.00
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	14.75	14.75
103-7638W	ITEM 990 BRACKET, 2-WAY 16" "T" BK38-B WIDE		1	300.00	300.00
103-7640	ITEM 1010 BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	215.00	215.00
103-7636	ITEM 1020 BRACKET, 1-WAY ARM 12" BK36-B		1	124.00	124.00
103-7612	ITEM 1021 BRACKET, 2-W PT 12" TOP BK06Z-B		1	275.00	275.00
103-7647	ITEM 1030 BRACKET, 2-W PT 12" TOP 14" BK47-B		1	75.95	75.95
	ITEM 1031				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7608	BRACKET, 1-W PT 12"TOP BK04Z-B		1	202.00	202.00
	ITEM 1040				
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1	124.00	124.00
	ITEM 1050				
103-7669	FOOT, 4" POLE (U1169) BLACK		1	23.50	23.50
	ITEM 1060				
103-7660	FOOT, WOOD POLE UJ60 BLK W/HOLE		1	50.00	50.00
	ITEM 1061				
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1	1.35	1.35
	ITEM 1070 REMOVED				
	ITEM 1080 REMOVED				
	ITEM 1090 REMOVED				
	ITEM 1100 REMOVED				
	ITEM 1110 REMOVED				
	ITEM 1120 REMOVED				
	ITEM 1130 REMOVED				
	ITEM 1140 REMOVED				
	ITEM 1150 REMOVED				
	ITEM 1160 REMOVED				
	ITEM 1170 REMOVED				
	ITEM 1180 REMOVED				
	ITEM 1190				



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Page: 20

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180-9925	HOUSING, 24X30 4W HT SUB ASSY		1	1,487.00	1,487.00
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1		
	ITEM 1191				
18024304WLED	CASE SIGN 24X30 4WAY HT LED		1	1,956.00	1,956.00
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1		
196-2415	RETROFIT KIT, 24 X 30 4 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
180-2430FACE	24X30 FACE PER PLANS (BELOW)		4		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
	***** END of KIT *****				
	ITEM 1200				
180-9926	HOUSING, 24X30 1W / 2W HT UNIVERSAL		1	1,019.00	1,019.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
	ITEM 1201				
18024302WLED	CASE SIGN 24X30 2WAY HT LED		1	1,348.00	1,348.00
180-9926	HOUSING, 24X30 1W / 2W HT UNIVERSAL		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	***** END of KIT *****				
	ITEM 1210				
180-9926	HOUSING, 24X30 1W / 2W HT UNIVERSAL		1	1,091.00	1,091.00
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1		



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196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
	ITEM 1211				
180S2W2430	CASE SIGN 2-WAY 24X30 HUB TOP		1	1,348.00	1,348.00
180-9926	HOUSING, 24X30 1W / 2W HT UNIVERSAL		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	***** END of KIT *****				
	ITEM 1220				
180-9924	HOUSING, 24X30 1W ABT&B UNIV SUB ASSY		1	954.00	954.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
	ITEM 1221				
180S1W2430AB	CASE SIGN 1-WAY AST/BK TB		1	1,395.00	1,395.00
180-9924	HOUSING, 24X30 1W ABT&B UNIV SUB ASSY		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	***** END of KIT *****				
	ITEM 1230				



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Page: 22

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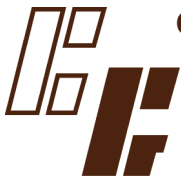
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-9910	HOUSING, 12X27 1W HB SUB ASSY		1	808.00	808.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
	ITEM 1240				
180-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1	808.00	808.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
	ITEM 1242				
180S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	847.00	847.00
180-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1250				
180-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1	808.00	808.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
	ITEM 1251				
180S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	847.00	847.00
180-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1260				



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Page: 23

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-9914	HOUSING, 12X27 4W THRU PIPE SUB ASSY		1	1,294.00	1,294.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
	ITEM 1280				
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1	88.00	88.00
	ITEM 1290				
144-1901	SIGN FACE, 12X27 RIGHT		1	30.00	30.00
	ITEM 1300				
144-1902	SIGN FACE, 12X27 LEFT		1	30.00	30.00
	ITEM 1310				
144-1903	SIGN FACE, 12X27 THRU		1	30.00	30.00
	ITEM 1320				
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1	465.00	465.00
	ITEM 1330				
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
	ITEM 1340				
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	165.00	165.00
	ITEM 1350				
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
	ITEM 1370				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
196-1505	POWER SUPPLY, CABINET LED, 1/2 PANELS		1	55.00	55.00
180-3077	ITEM 1390 LED, BO, 24X30 NLT SYM BLACK AB T/B		1	3,770.00	3,770.00
180-3080	ITEM 1391 LED, BO, 24X30 NLT SYM BLACK HUB T&B		1	3,770.00	3,770.00
180-3078	ITEM 1400 LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,770.00	3,770.00
180-3082	ITEM 1401 LED, BO, 24X30 NRT SYM YEL HUB TOP		1	3,770.00	3,770.00
180-3076	ITEM 1410 LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,770.00	3,770.00
180-3075	ITEM 1411 LED, BO, 24X30 NTOR LGN BLACK HT		1	3,770.00	3,770.00
125-1600	ITEM 1420 ACCESS POINT CARD, CONTACT CLOSURE		1	2,448.00	2,448.00
125-1605	ITEM 1430 SERIAL PORT RADIO		1	857.00	857.00
126-1610	ITEM 1440 CCU, VANTAGE RADIUS, SHELF, 4 SENSORS		1	15,570.00	15,570.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
141-3100	ITEM 1441 CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	9.50	9.50
141-3101	ITEM 1442 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.00	11.00
141-3103	ITEM 1443 CABLE, CAT 5 ENHANCED 1 FT STRAIGHT THRU		1	8.75	8.75
178-3200	ITEM 1445 CONNECTOR, RJ45 MODULAR 300568EZ		1	2.20	2.20
125-2020	ITEM 1450 REPEATER, BATTERY OPER LONG LF RP240-BH-LL-2		1	1,711.00	1,711.00
125-2005	ITEM 1460 BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
125SENSORS	ITEM 1470 SENSYS SENSOR ASSY		1	723.00	723.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR		1		
	***** END of KIT *****				
125SENSORS	ITEM 1471 SENSYS SENSOR ASSY		1	585.00	585.00
125-3003	SENSOR, T, STOP BAR		1		



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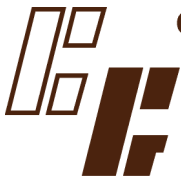
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125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125-4001	ITEM 1490 EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	482.00	482.00
125-1000	ITEM 1500 EPOXY, VSN240-F/T, BLACK		1	62.00	62.00
125-1001	ITEM 1505 EPOXY, VSN240-F/T, ORANGE		1	62.00	62.00
511-2000	ITEM 1510 GUN, EPOXY CAULK, 450ML		1	108.00	108.00
134-3250	ITEM 1520 CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	112.00	112.00
134-3500	ITEM 1521 CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	224.00	224.00
134-3000	ITEM 1522 CABLE, CAT 5E OUTDOOR/FLOODED 1,000 FT ROLL		1	428.00	428.00
169-0500	ITEM 1523 CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	960.00	960.00
	ITEM 1524				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
178-1100	CONNECTOR, EZ-RJ45 FOR 600V CAT 5E		1	3.75	3.75
	ITEM 1525				
141-3101	CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.00	11.00
	ITEM 1526				
141-3100	CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	9.50	9.50
	ITEM 1550				
126-1450	CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,342.00	2,342.00
	ITEM 1570				
126-1425	CCU, VANTAGE NEXT, NEXT-CCU-PAK		1	4,580.00	4,580.00
	ITEM 1580				
126-1450	CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,342.00	2,342.00
	ITEM 1590				
126-1436	CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	10,074.00	10,074.00
	ITEM 1600				
126-1435	CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	15,700.00	15,700.00
	ITEM 1610				
513-1000	SIGN, DRIVER FEEDBACK, 15" WHITE		1	3,591.00	3,591.00
	OR				
513-1100	SOLAR KIT, DRIVER FEEDBACK 150 WATT		1	4,231.00	4,231.00



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SALES QUOTE

Page: 28

Sales Quote WYOMING2023
Sales Quote Date: 5/24/2023
Expires On: 6/1/2024
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

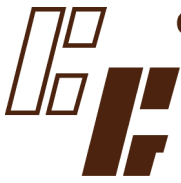
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2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection:
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1620				
180SNS2W6LED	STREET NAME SIGN, 6' 2W W/MOUNT LED		1	2,066.50	2,066.50
180-9953	HOUSING, 6' 2W SNS SUB ASSY		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN		2		
	***** END of KIT *****				
	ITEM 1621				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,900.50	1,900.50
180-9951	HOUSING, 8' 1W SNS SUB ASSY		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM		1		
	***** END of KIT *****				
	ITEM 1630				
180SNS2W8LED	STREET NAME SIGN, 8' 2W W/MOUNT LED		1	2,518.50	2,518.50
180-9950	HOUSING, 8' 2W SNS SUB ASSY		1		
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		



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SALES QUOTE

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Expires On: 6/1/2024
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WYOMING, MI 49509-0905

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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-8908	SIGN FACE, 8' STREET NAME SIGN, LEXAN ***** END of KIT *****		2		
	ITEM 1640				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,900.50	1,900.50
180-9951	HOUSING, 8' 1W SNS SUB ASSY		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM ***** END of KIT *****		1		
	ITEM 1641				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,900.50	1,900.50
180-9951	HOUSING, 8' 1W SNS SUB ASSY		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM ***** END of KIT *****		1		
	ITEM 1650				
180SNS1W6LED	STREET NAME SIGN, 6' 1W W/MOUNT LED		1	2,004.50	2,004.50
180-9952	HOUSING, 6' 1W SNS SUB ASSY		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		



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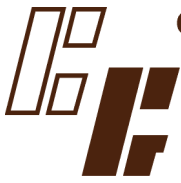
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN ***** END of KIT *****		1		
	ITEM 1651				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,900.50	1,900.50
180-9951	HOUSING, 8' 1W SNS SUB ASSY		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM ***** END of KIT *****		1		
	ITEM 1660				
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	489.00	489.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS ***** END of KIT *****		1		
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	676.00	676.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS ***** END of KIT *****		1		
	ITEM 1681				
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		1	33.50	33.50



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Page: 31

Sales Quote WYOMING2023
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-5001	ITEM 1690 BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	163.50	163.50
103-5002	ITEM 1700 BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1	150.00	150.00
104-1000	ITEM 1710 PULL BOX, 14X19X12, GREY, W/T.S. CVR		1	69.60	69.60
	ITEM 1720 NO LONGER AVAILABLE				
169-5010	ITEM 1730 PULL BOX, PG1324BA18		1	498.00	498.00
169-5011	ITEM 1740 COVER, H.D. T.S. FOR PG1324BA18		1	490.00	490.00
169-5000	ITEM 1750 PULL BOX, PG1730BA18		1	590.00	590.00
169-5001	ITEM 1760 COVER, H.D. T.S. FOR PG1730BA18		1	525.00	525.00
157-1022	ITEM 1800 ANCHOR BOLT 1.75"X 114"X6" MDOT		1	400.00	400.00
	ITEM 1810				



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Page: 32

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157-1023	ANCHOR BOLT 2" X 114" X 6" MDOT		1	396.00	396.00
	ITEM 1820				
194-8075	STRAIN CLAMP, 7.5" DIA MDOT		1	144.00	144.00
	ITEM 1830				
194-8085	STRAIN CLAMP, 8.5" DIA MDOT		1	155.00	155.00
	ITEM 1840				
194-8095	STRAIN CLAMP, 9.5" DIA MDOT		1	155.50	155.50
	ITEM 1850				
194-8105	STRAIN CLAMP, 10.5" DIA MDOT		1	167.00	167.00
	ITEM 1860				
194-8115	STRAIN CLAMP, 11.5" DIA MDOT		1	174.00	174.00
	ITEM 1870				
194-8125	STRAIN CLAMP, 12.5" DIA MDOT		1	177.00	177.00
	ITEM 1880				
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.25	19.25
	ITEM 1881				
144-1012	PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.25	19.25
	ITEM 1882				
144-1004	PED SIGN - R10-3B AR RIGHT MDOT		1	11.25	11.25



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
144-1005	ITEM 1883 PED SIGN - R10-3B AR LEFT MDOT		1	11.25	11.25
571-1280	ITEM 1890 TOP TETHER ASSEMBLY, ALUM		1	26.50	26.50
571-1281	ITEM 1900 BOTTOM TETHER ASSEMBLY, ALUM		1	26.50	26.50
403-1225	ITEM 1910 TETHER, TRI-STUD, ALUM, W/NYL NUT		1	48.50	48.50
571-4000	ITEM 1920 HANGER ASSY, BREAKAWAY		1	65.50	65.50
589-4009	ITEM 1930 TURNBUCKLE, 9" MAX ADJ, 2200# WORK LOAD		1	60.00	60.00
185-7135	ITEM 1940 SIGNAL SUPPORT PLATE, INNER, SA		1	9.15	9.15
185-7130	ITEM 1950 SIGNAL SUPPORT PLATE, OUTER, SA		1	9.15	9.15
580MDOTCELL 580-3004	ITEM 1960 DIGI CELLULAR ROUTER, MDOT CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1 1	650.50	650.50



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY ***** END of KIT *****		1		
580-3020	ITEM 1970 ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	160.00	160.00
126VECTORCAM	ITEM 1980 VECTOR CAMERA SYSTEM		1	7,230.00	7,230.00
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
100-1015	BRACKET, VECTOR CROSSFIRE ***** END of KIT *****		1		
103TS12ABHAWK	ITEM 2000 1-WAY HAWK, 2-COLOR 12" MATS		1	858.05	858.05
101-4810X	SIGNAL POLY 12" RED LED YYY TNL		2		
101-4821X	SIGNAL POLY 12" YEL LED YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291 ***** END of KIT *****		1		
146BULLDOG	ITEM 2010 PUSHBUTTON AND SIGN, BULLDOG		1	169.75	169.75



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146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2001	ADAPTER, PUSHBUTTON WOOD YEL		1		
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1		
144-1013	PED SIGN - R10-3E AR LT & RT COUNTDOWN		1		
	**** END of KIT ****				
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	272.50	272.50
144-NS007783	SIGN, 24X30 R10-23, X-WALK STOP ON RED W/ BALL		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		1		
242-1010	BRACKET, SINGLE BOLT FLARED W/HDWR BAND-IT		1		
	**** END of KIT ****				
	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	6,543.00	6,543.00
ITEM	CABINET, TS1 HAWK, 2 PH				
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		4		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		



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	**** END of KIT ****				
	ITEM 2050				
128GRIDSMARTCAM	GRIDSMART CAMERA ASSY		1	17,417.00	17,417.00
128-1102	PROCESSOR, GS3 GRIDSMART		1		
128-1125	INTERFACE MODULE, GS3 TS2		1		
128-1110	INTERFACE CABLE, GS2/GS3, TS2		1		
128-1200	PERFORMANCE PLUS MODULE, GRIDSMART		1		
	**** END of KIT ****				
	ITEM 2060				
128HEMIPSCAM	HEMISPHERICAL VIDEO DETECTION CAMERA		1	3,930.00	3,930.00
128-1000	CAMERA, GRIDSMART SMARTMOUNT		1		
128-1150	JUNCTION BOX, V2		1		
128-1505	CABLE, EPM 10AWG GROUND, 10'		1		
128-1510	CABLE, 5' CAT5E PATCH, GRIDSMART		1		
128-3000	ETHERNET PROTECTION MODULE		1		
128-4000	SMARTMOUNT COMPLETE POLE ASSEMBLY		1		
128-4002	SMARTMOUNT CAP		1		
128-4003	SMARTMOUNT J MOUNTING BODY		1		
103-2090	CLAMP KIT, ASTRO BRACKET TENON MT		1		
	**** END of KIT ****				
	ITEM 2070				
177BEACONR829D	MX SERIES R829 BEACON, DUAL, 50W		1	10,628.00	10,628.00
177-NS14013	MX BEACON MODULE, 12" YLW LED, POLY W/ VISOR		4		
177-NS14014	MOUNT, MX SERIES, SOP SINGLE 2 ARMS 2 HUB,		4		
177-NS14015	HARNESS, FLASHER MODULE, 16'		4		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES		2		
144-NS11408	SIGN, 24X48 S5-1 SCHOOL SPEED 25 WHEN		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	**** END of KIT ****				
	ITEM 2080				
177BEACONR829S	MX SERIES R829 LED SIGN, 50W		1	9,297.50	9,297.50
177-NS14019	LED SIGN MODULE , S5-1 SCHOOL 25 MPH, 24X48",		2		
177-NS13074	SIGN MOUNT KIT, LED, BANDING TO POLE, W/O		2		
177-NS14015	HARNESS, FLASHER MODULE, 16'		2		
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	**** END of KIT ****				
	ITEM 2090				
177-NS14020	CARMANAH OPTIONAL REMOTE PROGRAMMING SUBSCRIPTION, MX PRO 1 YEAR		2	249.00	498.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 349,906.20

Subtotal: 349,906.20
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 349,906.20

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SALE OF FIRE ENGINE 5 AND FIRE HOSE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a purchase offer from T-Line EV LLC for the sale of fire engine 5 and fire hose.
2. T-Line EV LLC is offering \$250,000 for the engine and \$2,500 for the fire hose.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a purchase offer from T-Line EV LLC for the sale of fire engine 5 and fire hose.
2. The City Council authorizes the City Manager to sign a purchase offer on behalf of the City following the City Attorney's review and approval.
3. The City Council waives 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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Purchase Offer

Resolution No. _____

STAFF REPORT

Date: May 24, 2023
Subject: Sale of Wyoming Fire Engine 5 and Fire Hose
From: Deputy Public Safety Chief – Kip Snyder
Meeting Date: June 5, 2023

RECOMMENDATION:

It is recommended City Council accept a Purchase Offer from T-Line EV LLC for the sale of our 2016 HME Engine 5 and 1000 feet of repurposed 4-inch fire hose. T-Line EV LLC is offering \$250,000 for the Engine and \$2,500 for the fire hose.

COMMUNITY, SAFETY, STEWARDSHIP:

As discussed in previous staff reports and council work sessions, Engine 5 no longer has the capacity to function as a front-line engine due to space concerns. We currently have willing buyer and Motor Pool personnel have advised us that the return on this apparatus is at its peak when considering the high demand for used machines in the current market.

This same buyer has offered to buy 1000 feet of 4-inch fire hose that was utilized for our Quick Response Vehicles (QRV'S) that are no longer in service.

DISCUSSION:

The new engine (set for August 2023 delivery) will be utilized as the first line apparatus for the 36th Street Station (Station 1). Engine 1 (current first line engine for the 36th Street Station) will then be rotated to replace Engine 5 as the first line engine for the DTE personnel at the Burton Street Station.

The 4-inch hose currently in our inventory is no longer needed for our current apparatus deployment.

If this sale is approved, the City Attorney will review the Purchase offer for approval.

BUDGET IMPACT:

Proceeds from the sale of the engine (\$250,000) will be reflected in account 662-673.026 and proceeds from the hose (\$2,500) will be reflected in account 101-688.000.

Attachments:
Purchase Offer



PO BOX 639
Grand Ledge, MI 48837
517-402-7010

Purchase Offer

Date: 5/11/2023

To: City of Wyoming
1155 28th St. S.W.
Wyoming, MI 49509

T-Line EV LLC is offering \$250,000.00 for your 2016 HME Pumper (E 5)
T-Line EV LLC is offering \$2,500.00 for 1000 feet repurposed 4" supply hose

- This offer is good for 60 days
- T-Line EV LLC acknowledges the unit is being sold "As is" per Michigan law.
- Vehicle will not be used for emergency service unless brought up to NFPA current standards

Buyer: T-Line EV LLC
PO Box 639
Grand Ledge, MI 48837

Signature: Joe Thomas

Title: Sales Manager Date: 4/3/2023

Accepted by:

Signature: _____ Title: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SIGNING, PAYMENT FOR, AND
RECORDING OF 3RD TRANSMISSION MAIN PROJECT EASEMENT

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 a water transmission main and a temporary construction easement on a parcel on 120th Ave.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed water transmission main and temporary constructions easements for parcel numbers 70-12-27-400-006 120th Ave is approved and accepted. The Mayor and City Clerk are authorized and directed to sign the documents in the spaces provided on them.
2. City staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the owner of the parcel \$3,170.60 and recording the easement.
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

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on June 5, 2023.

Date signed: June 6, 2023

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 24, 2023
Subject: New Holland Water Main Easements
From: Scott Smith, City Attorney
Meeting Date: June 5, 2023

RECOMMENDATIONS:

Adopt Resolution Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement.

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 needed third transmission main easements requires payment of just compensation to owners of affected property.

BUDGET IMPACT:

The proposed payments 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.

These easements are being obtained from the owner of property along 120th Ave. The owner will be paid the amount negotiated by Land Matters, the city's right-of-way agents, using market data they accumulated.



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: May 8, 2023
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming, a Water Transmission Main Easement and Temporary Construction Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-27-400-006

Viewpoint Properties, LLC	
c/o Donald & Minnie DeWitt	\$2,797.60 - Easement
8029 120 th Avenue	<u>373.00</u> - Temp Permit
Holland, MI 49424	\$3,170.60 - Total

Enclosed is the signed Water Transmission Main Easement, Temporary Construction Easement and completed W-9 form. Please make payment directly to the above property owner at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney sign and return both documents to us so that we may properly record the Easements with the Ottawa County Register of Deeds. We will forward a copy to the property owner and the original to you upon recording.

If you have any questions, please give me a call. Thank you!

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-27-400-006

The Grantor, **Viewpoint Properties LLC**, a Michigan limited liability company, whose address is **8029 120th Ave., Holland, MI 49424**

in exchange for the consideration of **Two Thousand Seven Hundred Ninety Seven Dollars and Sixty Cents (\$2,797.60)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any water transmission main improvements located above ground as described/depicted on Exhibit A.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area any areas of Grantor's property disturbed by the work shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. Alternatively, at City's option, City may pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion, by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates underground irrigation or electronic pet fence wire for City

before work begins, these items will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.

5. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.

6. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

7. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

8. This easement may be modified only in writing with the approval of the Wyoming City Council.

DATED: May 23, 2023

Approved as a form:



Scott G. Smith, City Attorney

GRANTOR:


Viewpoint Properties LLC,
a Michigan limited liability company



By:
Its: *owner*

STATE OF MICHIGAN)
)ss.
COUNTY OF *Ottawa*)

The foregoing instrument was acknowledged before me in *Ottawa* County, Michigan on this *26* day of *April* 20*23* by *Donald DeWitt* of **Viewpoint Properties LLC, a Michigan limited liability company.**

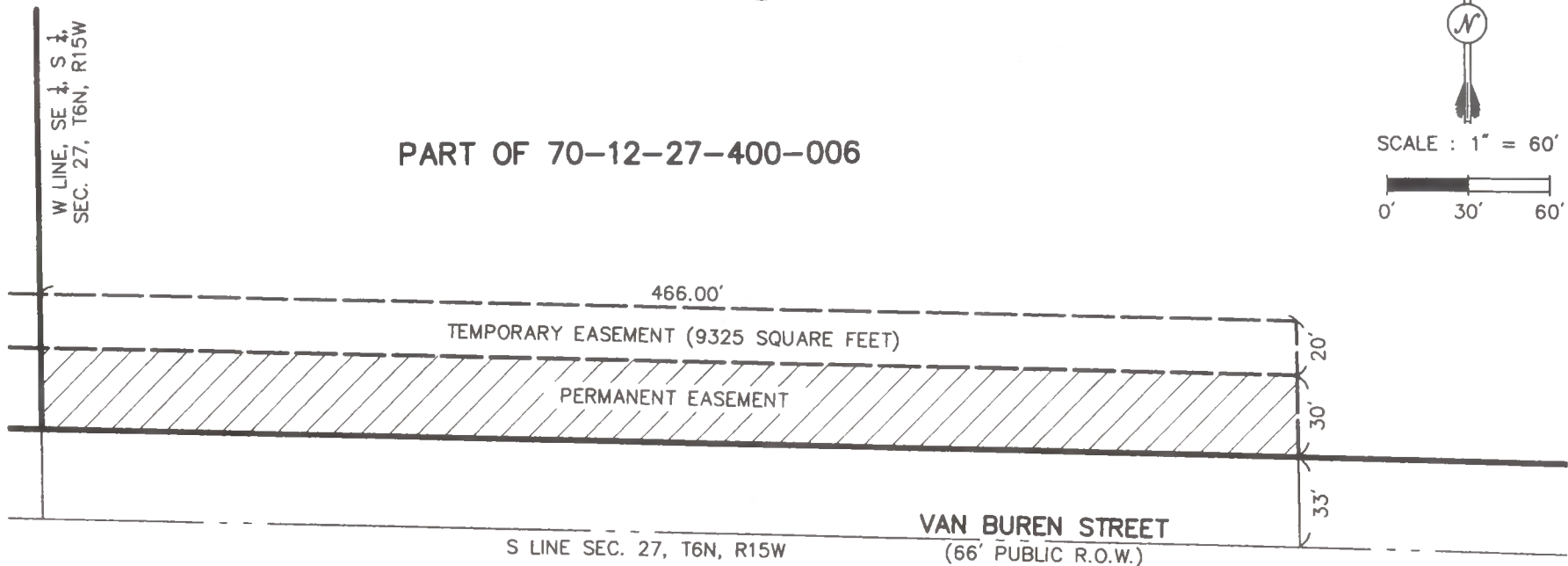


Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____
MARENDA L. RAYMOND
Notary Public, State of Michigan
County of Ottawa
My Commission Expires July 31, 2028
Acting in the County of *Ottawa*

EASEMENT SKETCH

70-12-27-400-006

EXHIBIT "A"



SCALE : 1" = 60'



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE WEST 466.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. (13988 SQUARE FEET)

H:\OLIVAY - 2180630_MH Easements 090722.dwg - 006 - Jan. 12 2023 - 10:13am

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 PUBLIC WORKS ADMIN
 2660 BURLINGAME AVE.
 WYOMING, MI 49509

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELDON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
 Project No. 2180630

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-27-400-006

The Grantor, **Viewpoint Properties, LLC, a Michigan limited liability company**, whose address is 8029 120th Avenue, Holland, MI 49424

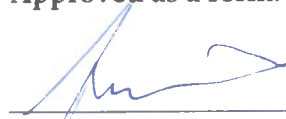
in exchange for the consideration of **Three Hundred Seventy Three Dollars and No Cents (\$373.00)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor (except as otherwise provided in 3.B), to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
4. This easement shall terminate when the construction, installation and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area is restored.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

[Signed on next page.]

DATED: May 23, 2023

Approved as a form:



Scott G. Smith, City Attorney

GRANTOR:

Viewpoint Properties, LLC, a Michigan limited liability company

Donald J. Smith
By:
Its: owner

STATE OF MICHIGAN)
COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 26 day of April 2023 by Viewpoint Properties, LLC, a Michigan limited liability company.

ANDREA RAYMOND

Notary Public

State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of OTTAWA

ANDREA RAYMOND
Notary Public, State of Michigan
County of Ottawa
My Commission Expires July 31, 2028
Acting in the County of _____

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent Vanderwood, Mayor of the City of Wyoming, and Kelli A. Vandenberg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

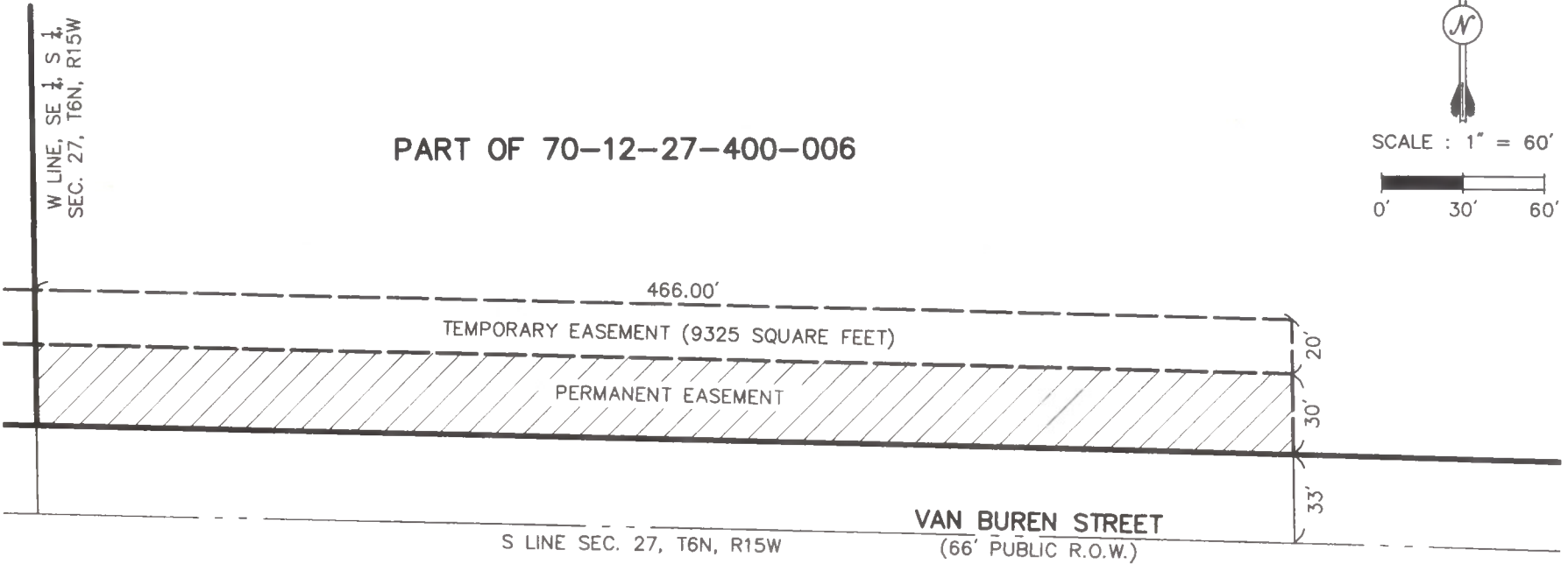
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-27-400-006

EXHIBIT "A"



SCALE : 1" = 60'



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE WEST 466.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. (13988 SQUARE FEET)

HOLIDAY - 2180630.dwg - Jan 17 2023 - 10:10am

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 PUBLIC WORKS ADMIN
 2660 BURLINGAME AVE.
 WYOMING, MI 49509

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELDON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
 Project No. 2180630

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR ENGINEERING AND DESIGN WORK
FOR SCREW PUMP COVERS AND AN EMERGENCY BYPASS
FROM BLACK & VEATCH LTD OF MICHIGAN

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Black & Veatch Ltd. of Michigan for engineering and design work for screw pump covers and an emergency bypass in the total estimated amount of \$44,220.
2. It is further recommended the City Council authorize \$5,000 for contingency.
3. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Black & Veatch Ltd. of Michigan in the total estimated amount of \$44,220.
2. The City Council authorizes \$5,000 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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: May 8, 2023

Subject: Screw Pump Covers and Emergency Bypass Design

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: June 5, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the mayor and city clerk to sign the contract for the engineering and design work for screw pump covers and an emergency bypass, as detailed in the attached scope of services from Black & Veatch. The cost of the proposal is \$44,220 plus a contingency amount of \$5,000 for a total amount of \$49,220.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Protecting the equipment from environmental conditions prolongs its life and protects our investment.

DISCUSSION:

The Clean Water Plant recently reached the substantial completion phase of the \$8M UV disinfection project. The new equipment has been installed and running since last August and we are waiting for the contractor's notice of final completion. In that time, the new system has performed better than expected, but two unforeseen concerns have come up and need to be addressed.

During extreme weather events such as abnormal amounts of snow in the winter or very high temperatures in the summer, we have experienced issues starting the screw pump that is in standby mode (i.e., is not already running). The solution to this problem is to install covers over the screw pumps, thus insulating them from temperature extremes. There is also the potential for flooding in the UV area if there is a power failure at the plant and backup power fails during a period of high influent flow. The solution to this problem is to install an emergency overflow in the tank, which would function just like the overflow in a bathtub.

Since the project has not yet reached final completion, we felt that Black & Veatch, the design engineer for the original project, was best suited to provide the design and engineering services needed for the screw pump covers and emergency bypass. However, due to performance concerns with the current construction contractor on the UV project, the construction and installation of these improvements will go out for bid.

BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.

CITY OF
Wyoming
MICHIGAN

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

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

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

Professional means: Black & Veatch Ltd. of Michigan
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3351 Claystone Street, Suite G-100
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

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

Effective Date means: May 16, 2023.

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

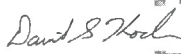
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Black & Veatch Ltd. of Michigan

Digitally signed by Koch, David S.
Location: Chicago, IL, USA
Reason: I agree to the terms defined by the placement of my signature on this document.
Contact info: KochDS@bv.com
By: 
[Signature officer, director or principal of Professional]
David S. Koch, Associate Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 10 May, 2023

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - D. Professional is not 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 professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
5. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
6. **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.
7. **W-9.** Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.
8. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

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

10. 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.

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

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

13. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

EXHIBIT B



May 2, 2023

Jon Burke
Clean Water Plant Superintendent
City of Wyoming
2350 Ivanrest SW
Wyoming, MI 49418

Dear Mr. Burke:

Black & Veatch is pleased to submit this updated proposal for design services associated with the Screw Pump Emergency Overflow openings and new Screw Pump Covers at the Clean Water Plant. Our team looks forward to working closely with the City on this assignment. If you have any questions regarding the proposal please do not hesitate to contact Heather Cheslek at CheslekHA@bv.com or 616-710-3446

Very truly yours,

Black & Veatch Ltd of Michigan

David S. Koch
Digitally signed by Koch
David S.
Location: Chicago, IL USA
Reason: I am approving this
document
Contact info:
KochDS@bv.com
Date: 2023.05.02
13:58:05-00'

David S. Koch, PE
Associate Vice President

HAC
Enclosure(s)

cc:
Heather Cheslek, PE

**SCOPE OF SERVICES
TO
ENGINEERING SERVICES AGREEMENT
FOR
CWP SCREW PUMP EMERGENCY OVERFLOW DESIGN
CITY OF WYOMING, MICHIGAN**

City of Wyoming, Michigan ("City") engages Black & Veatch Ltd of Michigan ("Engineer") to perform engineering services for the addition of a screw pump emergency overflow and screw pump covers at the Wyoming Clean Water Plant ("CWP") in Wyoming, Michigan.

BACKGROUND

The purpose of this effort is to assist the City with design of new screw pump emergency overflow openings such that the City can contract with a Construction Contractor to install the required infrastructure. The Scope of Services includes structural calculations and existing infrastructure review, hydraulic evaluation, new reinforcement detailing, overflow cover (flap gate) details, and well as evaluation and design of covers for the three screw pumps which will be presented in plans and technical specifications at 50-Percent and final completion levels. Engineer's engineering services will include all work as described herein.

SCOPE OF SERVICES

The services to be performed by the Engineer shall include the following.

Task 101 – Project Meetings

During design, Engineer will attend and lead a kickoff meeting, a screw pump cover alternatives meeting, and 50-Percent project milestone meeting with the City. The meetings will be held with the City at the CWP site or virtually, as indicated, to update the City on project progress and obtain consensus on project decisions and feedback on deliverables. The kickoff meeting will be held at the CWP site with the City to discuss the goals and objectives of the project, to establish the lines of communication, and to gather data necessary to prepare the design documents. The screw pump cover alternatives meeting will be a one-hour virtual discussion. In addition, Engineer will participate in one-hour biweekly coordination teleconferences with the City for up to 8 weeks. The senior project manager and engineering manager will participate in the coordination calls.

Task 102 – Screw Pump Alternatives Development

The Engineer will evaluate and provide up to three alternatives for screw pump covers. Alternatives will be developed and presented to the City in a summary PowerPoint slide deck via conference call. The selected alternative will then be used in Task 103.

Task 103 – Detailed Design Document Development

The Engineer will prepare drawings and technical specifications for the proposed screw pump overflow and screw pump covers. The drawings and technical specifications will be prepared for the selection of a

construction contractor on a competitive bid basis. The Engineer's Standard Documents will be used for preparation of technical specifications. The screw pump covers will be designed and specified utilizing a performance-based technical specification. As needed, details and notes will be placed on drawings and indicated in the below deliverables list.

Front end document (Division 0) preparation will not be performed by the Engineer but can be performed as a supplemental service. Engineer will verify via their previously prepared hydraulic model that the emergency overflow orifices provide the appropriate level of time for City's staff to respond.

Engineer's design engineering services will include all work as outlined herein. Engineer will prepare up to eight (8) drawings. Drawings and technical specifications will be reviewed by senior engineers for quality assurance and constructability. The review will cover conformance to standards, completeness, adherence to sound engineering practices, and constructability. Deliverables for the project include:

50-Percent and Final Design Deliverables

- General – Cover Sheet/List of Drawings
- Mechanical Process – Legends and Notes, Plan, Sections, and Details
- Structural – Legend, Notes and Abbreviations, Screw Pump Inlet Plan and Sections, Screw Pump Cover Plan and Sections, and Demolition
- Technical Specifications

Drawings and specifications will be provided to the City in PDF format at the 50-Percent completion milestone for review and comment. The City will provide comments in a comment log and a meeting will be facilitated with the City to collect and discuss comments within ten business days of receipt of the deliverables. The final drawings and specifications will be provided to the City in PDF format for the City's use for bidding purposes.

Task 104 - Project Management and Administration

Engineer will provide project supervision, direction, and coordination with the City's management and staff. Engineer will develop a Quality Assurance Plan and manage/monitor for compliance. Project administration and management also includes budget and schedule control, document control, coordination of activities, monthly invoicing, and project close-out for up to three months. Consultant will maintain a change register of any scope changes affecting the project budget or schedule and review it with the City on a regular basis. Engineer will discuss and receive written approval for any scope changes from the City prior to proceeding. This option assumes that the Engineer will be responsible for organizing all meetings, conducting day-to-day coordination with the City and sending all deliverables directly to the City as outlined herein.

SUPPLEMENTAL SERVICES

Any Work requested by City which is not included in the phases as described herein will be considered a Supplemental Service to this Engineering Services Agreement and may be added to the Scope upon mutual

agreement to an increase in the contract amount. Supplemental services may include but are not limited to the following:

- Additional meetings, workshops, or presentations with the City.
- Meeting with local, state, federal agencies, or utilities or other affected parties to discuss the project.
- Permitting support, application, and administration.
- Appearances at public hearings or before special boards.
- Providing services in connection with public information and notification of individual property during construction.
- Services from specialty subconsultants.
- Analysis of existing structures housing new equipment, and any related modifications needed to bring the structures to current codes, due to greater than expected equipment loads or other unforeseen circumstances.
- Support for the application and administration of any funding sources selected by City staff.
- Detailed design and drawing development of custom screw pump covers.
- Bid and Construction phase services supports
- Bid review evaluation and recommendation of award.
- Submittal review.
- RFI review.
- Site visits other than those specifically listed.
- Claim support.
- Environment assessments or impact reports.
- Training services.
- Photographs or videos of work at the site.
- Monitoring the site or adjacent sites for air quality and/or noise.
- Confined-space evaluations or permits.
- Preparation of front end documents (Division 0).

City of Wyoming
 CWP Screw Pump Overflow and Screw Pump Cover Design Services
 Level of Effort
 May 2, 2023



Description	Sr Project Manager	Engineering Manager	Senior Engineer	Project Engineer	Design Engineer	CAD/BIM Technician	Finance & Administrative	Hours	Labor	Expense	Total Fee
Task 101 - Project Meetings	9	12						21	\$ 4,695	\$ 100	\$ 4,795
Task 102 - Screw Pump Cover Alternatives Development	1	4	8	8	8			29	\$ 4,655	\$ -	\$ 4,655
Task 103 - Detailed Design Document Development	2	20	48	24	48	65		207	\$ 32,140	\$ -	\$ 32,140
Task 104 - Project Management and Administration	6						6	12	\$ 2,430	\$ -	\$ 2,430
Total	18	36	56	32	56	65	6	269	\$ 44,120	\$ 100	\$ 44,220

06/05/23

Clean Water Plant/JLB

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM THE ARCHITECTURAL GROUP FOR ENGINEERING AND DESIGN WORK AT THE CLEAN WATER PLANT 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 The Architectural Group for engineering and design of building renovations at the Clean Water Plant in the total estimated amount of \$37,500.
- 2. It is further recommended City Council authorize \$5,000 for contingency.
- 3. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council does hereby accept a proposal from The Architectural Group in the total estimated amount of \$37,500.
- 2. The City Council authorizes \$5,000 for 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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: May 5, 2023

Subject: Building Renovation Design

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: June 5, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the mayor and city clerk to sign the contract as provided by The Architectural Group for the engineering and design work as described in the attached scope of services in the amount of \$37,500 plus a contingency amount of \$5,000 to cover any unforeseen issues that come up during construction, making a total amount of \$42,500.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Renovating older buildings is a cost-effective way to ensure the City keeps up with federal regulations and safety requirements.

DISCUSSION:

In the summer of 2022, the CWP hired The Architectural Group (TAG) to investigate options for renovations in the main building so that we could comply with the Fair Labor Standards Act (FLSA) regarding nursing mothers. At the same time, we also discussed options for improvements to the women's locker room to bring it into Americans with Disabilities Act (ADA) compliance.

TAG completed preliminary drawings and provided a budget estimate last winter, but since it was higher than anticipated, it was decided to delay construction and budget for the funds in FY24. In addition, long-established succession planning at the plant resulted in the need for additional office space in the control room to accommodate a new Operations Supervisor.

With TAG doing the investigative work last fall under a purchase order, the logical and most cost-effective way to proceed was to have them provide the bid documents and construction oversight to complete the project. The attached quote from TAG includes a scope of services and a fee range of \$31,000 - \$37,500. The project is planned to go out for bid in early July, and hopefully be completed by the end of the calendar year.

BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.

CITY OF
Wyoming
MICHIGAN

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

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

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

Professional means: The Architectural Group, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3100 Prairie Street SW
[Professional's street address]
Grandville, MI 49418
[Professional's city, state & zip]

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

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

Effective Date means: May 16, 2023.

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

The Architectural Group, Inc

By: 

[Signature of officer, director or principal of Professional]
Jay Medema, Principal Architect
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: May 11, 2023

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.

4. **Qualifications.** Professional represents and promises that:

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.

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

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

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

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

pregnancy, childbirth, or a condition related to pregnancy or childbirth.

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

C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

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

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

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

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

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EXHIBIT B

April 26, 2023

Jon Burke
Superintendent
City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

RE: **Proposed Clean Water Plant Improvements
(Lactation Room and Locker Room Renovations)**
City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

Dear Jon,

Please accept this letter to complete the design work performed to date for the City of Wyoming Clean Water Plant in Wyoming. Below you will find our proposal for Phase II-Construction Documents for the New Second Floor Office, the Lactation Room and the Locker Room renovations in the current building.

Project Description:

The proposed improvements include adding a new office on the second floor adjacent to the existing Controls Office, and, on the first floor, creating a new Lactation Room and a new shower in the locker room along with some minor alterations to the toilet stall layout to create an ADA compliant stall.

The following outline of architectural services are based on the approval to proceed:

Phase IIA – Construction Documents:

- Develop the approved drawings into Construction Documents.
- Meet with the appropriate City staff to review the progress of the Construction Documents (2 meetings are anticipated).

Phase IIB –Bidding and Construction Administration:

- Develop bid documents based on City procurement procedures.
- Prebid Contractor meeting.
- Review of submitted Contractor bids.
- Participate in progress meetings (4 meetings maximum).
- Review shop drawings (submittals) and respond to RFIs from the General Contractor.
- Review change orders and review pay applications.

Based on the previous Phase I Scope and Construction Costs, we anticipate billing the Construction Documents, Bidding and Construction Administration on an hourly basis with the following fee ranges:

Phase II A – Construction Documents

Architectural	\$ 10,650 - \$12,650
Mechanical/Electrical Engineering	\$ 8,850

Phase II B – Bidding and Construction Administration

Allowance for Public Bidding	\$ 4,000 - \$ 5,000
	\$ 5,000 - \$ 8,500

Any reimbursable expenses would be limited to mileage, printing and postage costs to the City of Wyoming. We propose an allowance of \$2,500.

Total Architectural and Engineering Design Fees **\$31,000 - \$37,500**

The preceding fees are based on the project scope as noted in our schematic design dated 10/20/2022. The work includes minimal mechanical and electrical engineering design services. The work anticipates open bidding to any area contractor that meets the schedule requirements and does not require prevailing wage requirements. Any additional work beyond the above description will only proceed when authorized by the City and on an hourly basis with an agreed upon cap.

The following items have been excluded from our services. These services or additional services can be requested and will be provided on an hourly basis upon your approval to proceed. They include the following:

1. Furniture design, layout, selections, or bidding (under a separate purchase order).
2. Fee paid for securing approval from authorities having jurisdiction including, but not limited to, application fees, review fees, escrow fees, and bonds associated with permitting.
3. Distribution of plans and specifications to Contractors will only be available electronically.
4. Changes or modifications, including preparation of bulletins and/or addenda for alternations requested by the Owner. Changes or modifications necessitated to clarify the architectural/engineering drawings and/or clarify municipal code issues will be provided at no additional charge.
5. Security, data and audio/visual design, layout or specifications.
6. Building Information Modeling (BIM).
7. Scope changes or additional services not in our scope of work as defined.

Please call me if you have any questions or need further information. We look forward to working with you and the CWP staff. We trust the preceding services and fees meet with your approval. If this is acceptable, please sign below and return a copy to our office.

Sincerely,

The Architectural Group Inc.



Jay Miedema
Principal Architect

Jon Burke

City of Wyoming Clean Water Plant

Date

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF TWO LIME PUMPS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept the low quote provided by FCX Performance, Inc. for the purchase of two lime pumps at the Clean Water Plant in the total estimated amount of \$15,722.00.
2. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the quote from FCX Performance, Inc. for the purchase of two lime pumps in the total estimated amount of \$15,722.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council waives 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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote

STAFF REPORT

Date: May 24, 2023
Subject: Purchase of Two Lime Pumps
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: June 5, 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 \$15,722.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Stewardship of our assets, including the replacement of worn-out utility equipment, contributes to the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant uses hydrated lime 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 lime storage tanks to sludge holding tanks. The two existing pumps were installed in 1992 and have served their useful life. The pumps leak lime and are very inefficient due to wear. Replacing these pumps will improve reliability, increase efficiency, and limit labor for repair. The purchase of two similar Mission Magnum lime pumps was approved by City Council on February 2, 2023. Purchasing these pumps will complete the replacement of all four lime pumps.

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 \$15,722.00 and NOV provided a quote of \$16,549.42. 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 \$15,722.00.

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: June 6, 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

FCX Performance, Inc.

By: _____
Kent Vanderwood, Mayor

By: Cheryl L. Johnson
(Signature of officer, director or principal of Supplier)
Inside Sales
(Typed/Printed Name & Title of Person Signing for Supplier)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 5/24, 2023

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity,

impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

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

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

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

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier or 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	
3851357	
Order Date	Page
5/16/2023 09:11:57	1 of 2
Inside Sales: Cheryl Vaughn	
Email: cheryl.vaughn@swcontrols.net	
Account Mgr: Rob Perez	
Email: rperez@corrosionfluid.com	

Quote Expires On 5/26/2023

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
5/16/2023 00:00:00		Mission Pump			CHERYLVAUGHN

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

Order Note: DELIVERY TBD

Delivery Instructions: SHIP UPS-GROUND PREPAID & ADD

Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
2.00	0.00	2.00	EA		(001) M13X2X13-MAGNUM PUMP MAGNUM 3X2X13 MISSION HARD IRON LIQUID END, CONCENTRIC CASING, WIDE OPEN-VANE IMPELLER, 416 SST SLEEVE, TUNG./TUNG. MECH. SEAL, GREASE LUB., MOUNTED W/ COUP. AND OILFIELD BASE TO 7.HP, 1150RPM, 3/60/230/460V, CL 1/DIV 1, GROUP D. CLASS F, IP55, 254T, EXP. PROOF MOTOR. MFR: NOV	EA 1.0	7861.00	15,722.00

Order Line Notes: REF QUOTE 198352

Total Lines:1

SUB-TOTAL (freight excluded): 15,722.00
TAX: 0.00
AMOUNT DUE (freight excluded): \$15,722.00

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

U.S. Dollars

QUOTATION

Corrosion Fluid-Div of FCX Performance
 4630 Danvers Drive SE
 Kentwood, MI 49512
 US
 616-554-9100



Order Number	
3851357	
Order Date	Page
5/16/2023 09:11:57	2 of 2
Inside Sales: Cheryl Vaughn	
Email: cheryl.vaughn@swcontrols.net	
Account Mgr: Rob Perez	
Email: perez@corrosionfluid.com	

Quote Expires On 5/26/2023

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 FCx Terms & Conditions. For further information please visit www.fcperformance.com.

Factory expedites subject to availability and additional charges.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated 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.

Item	Recommended Bidder	Cost
Clean Water Plant Chemicals	Chemtrade Chemicals US LLC WK Merriman, Inc. Haviland Products Company Hexagon Technologies, Inc. Kemira Water Solutions, Inc.	Bid prices as shown on the attached tabulation sheet.
Water Treatment Plant Chemicals	Norit Americas Inc. Donau Carbon US, LLC Jacobi Carbons, Inc. Haviland Products Company Polydyne, Inc.	

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 June 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: May 22, 2023
Subject: Clean Water Plant Chemical Bids for FY24
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: June 5, 2023

RECOMMENDATION:

It is recommended the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Certain treatment chemicals are required for process control and enhancement and the control of odors.

DISCUSSION:

On May 16th, 2023, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant. 160 invitations to bid were sent to and/or downloaded by prospective bidders. After review of the submitted bids, I am recommending City Council approve the following low bids.

chemical	Recommended Bidder	quote for the start of FY23
Lime Slurry – used to prepare sludge for land application.	Chemtrade Chemicals US LLC	\$198.00 / liquid ton
Lime Slurry – used to prepare sludge for land application.	WK Merriman, Inc.	\$212.00 / liquid ton
Muriatic Acid - drums – used to clean the odor control scrubbers.	Haviland Products Company	\$135.00 / 55-gallon drum
Sodium Hydroxide-bulk – used for odor control.	Haviland Products Company	\$10,605.00 / 3,000 gallons
Sodium Hydroxide – drum – used for odor control.	Haviland Products Company	\$280.00 / 55-gallon drum
Polymer – used to aid in coagulation in the centrifuges.	Hexagon Technologies, Inc.	\$1.98 / pound
Ferric Chloride – used as a backup to our biological phosphorus removal process and at GVRBA for phosphorus control.	Kemira Water Solutions, Inc.	\$1,174.00 / dry ton

Note that although we make every effort to purchase from the lowest bidder, it is recommended to award both lime bids due to the importance of the chemical to our process and the occasional difficulty in delivery times.

We have seen chemical costs finally start to stabilize during the FY23 budget, but we also acknowledge that there will likely be additional increase requests throughout FY24, and we would respectfully request that those be reviewed and approved by the City Manager as required.

BUDGET IMPACT:

Projected funds were budgeted in account 590-590-54300-740.000 (plant) and 590-590-54800-740.000 (GVRBA). Here is a table that shows how the costs compare to last year:

Chemicals	FY23	FY24	Actual Difference
Ferric Chloride	\$916 / dry ton	\$1,174.00 / dry ton	+28%
Sodium Hydroxide (bulk)	\$10,552.50 / 3,000 gal	\$10,605.00 / 3,000 gal	+1%
Sodium Hydroxide (drum)	\$356.00 / 55 gal	\$280.00 / 55 gal	-21%
Muriatic Acid	\$155 / drum	\$135.00 / 55 gal	-13%
Liquid Lime	\$165 / ton	\$198.00 / ton	+20%
Wy-23 Polymer	\$1.95 / pound	\$1.98 / pound	+2%

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: W. K. Merriman, Inc.
LEGAL NAME OF COMPANY

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

7038 Front River Rd.
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation; and the state in which it was formed

Pittsburgh PA 15225
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: Wendy Chevalier
Signature for Contractor

Wendy Chevalier - V.P.
Printed Name & Title of Person Signing

Date signed: 7/18/23

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: HAVILAND Products Company
LEGAL NAME OF COMPANY

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

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
421 Am St. NW
STREET ADDRESS

GRAND RAPIDS MI 49504
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

RICH HELD - Director of HPC SALES
 Printed Name & Title of Person Signing

Date signed: 05-08-23

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

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: Hexagon Technologies, Inc.
LEGAL NAME OF COMPANY

S-Corp (KY)
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

3600 Chamberlain Lane, Suite 802
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

Louisville KY 40241
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: _____

Contractor

By: 
 Signature for Contractor

Raj Shah, Mgr. of Technical Services
 Printed Name & Title of Person Signing

Date signed: May 11, 2023

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

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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.

Kemira Water Solutions, Inc.

"Contractor" means:

LEGAL NAME OF COMPANY

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

Delaware corporation

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

STREET ADDRESS

4321 W. 6th St
Lawrence, KS 66049

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

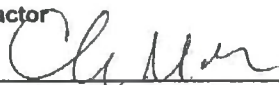
By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 
Signature for Contractor
Christina M. Imbrogno **Commercial Support Manager**

Printed Name & Title of Person Signing

Date signed: 5/4/23

STAFF REPORT

Date: May 23, 2023
Subject: Water Treatment Plant Chemical Bids FY24
From: Myron Erickson, Director of Public Works
Meeting Date: June 5, 2023

RECOMMENDATION:

It is recommended the City Council approve the chemical vendor bid pricing for powdered activated carbon, polymers, and tetra-potassium pyrophosphate (TKPP).

COMMUNITY, SAFETY, STEWARDSHIP:

The purchase of water treatment chemicals ensures the proper treatment of the drinking water to be certain that all State and Federal requirements are met. The competitive bid pricing solicited is in the best interest of the City.

DISCUSSION:

On May 16, 2023, bids were received for powdered activated carbon, polymers, and tetra-potassium pyrophosphate for the Water Treatment Plant. The bids received were the result of solicitations sent to 40 prospective bidders to obtain the most favorable pricing. It is recommended the vendor bids in the table below be accepted for treatment chemicals to be used at the Water Treatment Plant.

It is also recommended to accept the bids by three vendors for powdered activated carbon to enable use of three different base materials for their characteristics in taste and odor control. The cost of lignite-based carbon is an increase of \$960.00 per ton and the cost of coal-based carbon is an increase of \$447.00 per ton. The cost of coconut-based carbon is an increase of \$720.00 per ton. We anticipate the use of 40 tons of powdered activated carbon for a minimum cost of \$73,700.00

Although we often receive calls of interest from other vendors, we received only one bid for both the coagulant aid and dewatering polymers. These bids are from our current vendor, Polydyne. The cost of coagulant aid polymer is an increase of \$2,236.00 per 2000-gallon shipment. The cost of dewatering polymer is an increase of \$112.50 per barrel. We anticipate the use of 42 tons of coagulant polymer for a cost of \$124,012.00 and 12 tons of dewatering polymer for a cost of \$36,720.00.

The tetra-potassium pyrophosphate is used to sequester calcium and magnesium salts from the sodium hypochlorite carrier water to deter plugging of the piping. This product is used when chlorine is applied to the intake pipe for zebra mussel control. The cost of TKPP is an increase of \$103.50 per bag. We anticipate the use of ten 50-lb bags for a cost of \$1,850.00.

TABULATION:

CHEMICAL	AWARD BID TO:	DELIVERED PRICE
Lignite powdered activated carbon	Norit Americas Inc.	\$2,300.00 per ton
Coal powdered activated carbon	Donau Carbon US, LLC	\$1,675.00 per ton
Coconut powdered activated carbon	Jacobi Carbons, Inc.	\$2,200.00 per ton
Tetra-Potassium Pyrophosphate	Haviland Products Company	\$185.00 per 50# bag
Cationic Coagulant Aid Polymer	Polydyne, Inc.	\$17,716.00 per 2000 gal
Cationic Dewatering Polymer	Polydyne, Inc.	\$832.50 per barrel

BUDGET IMPACT:

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740.000. The estimated cost of the chemicals listed above is expected to total approximately \$236,282.00.

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 906, Wyoming, MI 49609-0906 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: Norit Americas Inc
LEGAL NAME OF COMPANY

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

Corporation
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

3200 University Ave
STREET ADDRESS

Marshall TX 75672
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

Printed Name & Title of Person Signing

Date signed: _____

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: Jacobi Carbons, Inc.
LEGAL NAME OF COMPANY

Corporation - OH
BUSINESS NAME / D.B.A. IF DIFFERENT FROM ABOVE

432 McCormick Blvd
FORM OF BUSINESS AND STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or particularized response line and the state in which it was formed

Columbus OH 43213
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:

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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

By: _____
 Kent Vanderwood, Mayor

By: _____
 Kelli A. Vandenberg, City Clerk

Contractor

By: Linda Knepper
 Signature for Contractor *municipal*

Linda Knepper - Bid specialist
 Printed Name & Title of Person Signing

Date signed: _____

Date signed: 5-12-23

Approved as to form: [Signature]

 Scott G. Smith, City Attorney

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: HAVILAND Products Company
LEGAL NAME OF COMPANY

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

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
421 Am St. NW
STREET ADDRESS

GRAND RAPIDS MI 49504
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:

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

City of Wyoming

Contractor

By: _____
Kent Vanderwood, Mayor

By: [Signature]
Signature for Contractor

By: _____
Kelli A. Vandenberg, City Clerk

RICH HELD - Director of HPC Sales
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 05-08-23

Approved as to form:

[Signature]
Scott G. Smith, City Attorney

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 **Water and Wastewater Treatment Chemicals and Liquid Polymers** 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 May 16, 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: POLYDYNE INC.
LEGAL NAME OF COMPANY

Corporation (A Delaware Corporation)
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

One Chemical Plant Road
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

Riceboro Georgia 31323
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.
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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

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, City Clerk

Date signed: _____

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

Contractor

By: Boyd Stanley, Sr. Vice President
Signature for Contractor

Boyd Stanley, Sr. Vice President
Printed Name & Title of Person Signing

Date signed: May 9, 2023

CITY OF WYOMING
 WATER TREATMENT and CLEAN WATER PLANT
 CHEMICAL BID TABULATION
 5/18/2023

WATER TREATMENT:

POWDERED ACTIVATED CARBON

VENDOR	BID PRICE	PRODUCT
Carbon Activated	\$2,680.00 per ton	COL-PL600
CarbPure Technologies	\$1,970.00 per ton	CarbPure L
Donau Carbon US, LLC	\$1,675.00 per ton	Watercarb 800
Jacobi Carbons, Inc.	\$2,200.00 per ton	AquaSorb CP1
Norit Americas Inc.	\$2,300.00 per ton	HydroDarco B

COAGULANT POLYMER

Polydyne, Inc.	\$17,716.00 per 2000 gallons \$2.45 per pound, 450 pound drum	Clarifloc C-308P Clarifloc CE-1731
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DEWATERING POLYMER

Polydyne, Inc	\$832.50 per drum	C-6260
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TETRA POTASSIUM PYROPHOSPHATE (TKPP)

Haviland Products Company	\$185.00 per 50# bag	Prayphos TKPP 600 TG GR
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CLEAN WATER:

POLYMERS

Hexagon Technologies, Inc	\$1.98 per pound, 440 pounds net	Hexafloc WY-23
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FERRIC CHLORIDE

Kemira Water Solutions, Inc	\$1,174.00 per dry ton, 46,000lbs min.
Webb Chemical	\$1,228.00 per ton, 6000 gal min.

LIQUID SLURRIED LIME

Chemtrade Chemicals US LLC	\$198.00 per liquid ton, 40,000lbs min.
WK Merriman, Inc.	\$212.00 wet ton, 4500 gal. min.

SODIUM HYDROXIDE

Alexander Chemical Corp.	\$15,270.00 per 3000 gallons \$399.00 per 55 gal drum
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Haviland Products Company	\$10,605.00 per 3000 gallons \$280.00 per 55 gallon drum
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MURIATIC ACID

Haviland Products Company	\$135.00 per 55 gallon drum
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ORDINANCE NO. 9-23

ORDINANCE TO AMEND CHAPTER 90, ARTICLES 4 AND 11, OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 90-401B AND 90-1406 TO PERMIT NURSERY SCHOOLS, DAY NURSERIES, AND CHILD CARE FACILITIES FOR THE CARE OF SEVEN OR MORE PEOPLE BY RIGHT IN THE B-1 DISTRICT, AND AS A SPECIAL USE IN THE FBC-CC DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-401b to read as follows:

Sec. 90-401B Principal Permitted Uses

- (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) Nursery schools, day nurseries, and child care facilities for the care of seven or more people.

Section 2. That Chapter 90, Article 11, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 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.
- C. Nursery schools, day nurseries, and dependent care facilities for seven or more people

TABLE 90-1406 CORRIDOR CENTER AREA (CC)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							

TABLE 90-1406 CORRIDOR CENTER AREA (CC) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink									
Indoor theater									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	S	S							
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P								
Pool hall/billiards									
Printing and publishing									
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P ^B	P ^B							
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted

Section 3. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on May 1, 2023.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-23

April 26, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed text amendments to Form Based Code Section 90-1406 “Context Area and Use Standards for the Corridor Center Area (CC)” and Zoning Code Section 90-401B “Principal Permitted Uses in the B-1 Local Business District”.

Planning Commission Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 18, 2023. At the meeting, a motion was made by Randall, supported by Gilreath-Watts, to recommend that City Council approve the proposed text amendments. The motion to approve 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.

Nursery Schools, Day Nurseries, and Childcare Centers are currently not permitted in the City’s B-1 Local Business District and Form Based Code-Corridor Center (FBC-CC) District. When caring for 7 or more children, these facilities are currently permitted in the City’s R-4, R-5, B-2, and RO-1 zoning districts by right, and R-1, R-2, R-3, R-7, B-3, and PUD-1 districts as a special use. They are also permitted in each of the Form Based Code’s context areas, except the Corridor Center Area.

Staff recently received an inquiry to develop a childcare center within a vacant building located in the FBC-CC district. The site served as a former Family Video store and has remained vacant for a number of years. Since childcare facilities are not currently permitted in this district, the site currently cannot be utilized as proposed. Upon further review of the site, staff found that the parcel could be suitable for a day care facility, due to its proximity to both commercial and residential districts, as well as the site’s building size and ample yard space.

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

This led staff to further evaluate the remainder of the City's FBC-CC districts to determine if childcare facilities could also be appropriate in these locations. Following further review, staff found that childcare facilities could be included as a special use in the FBC-CC district. The FBC-CC district is a mixed-use district that allows for a combination of commercial and residential uses, and Daycare centers are compatible within both contexts.

Through further investigation, staff also found that the B-1 Local Business District could also be eligible for daycare centers as a permitted use. Daycare centers are already permitted by right in two of the City's main commercial districts: the RO-1 Restricted Office District and the B-2 General Business District. Like the FBC-CC district, the B-1 Local Business District is zoned for commercial uses but is often located within close proximity of residential districts. Daycare center permittance in this district could also serve as beneficial for both parents that work within these districts, as well as residents that live nearby.

The addition of daycare facilities within both the FBC-CC and B-1 districts may help achieve the Master Plan's theme of equity and inclusion by promoting greater access to childcare services for working parents and nearby residents in areas of the community that are not currently served.

No comments were made during the public hearing. The proposed zoning code text amendments are 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 at the end.

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

Cc: John McCarter, Interim City Manager

Davis said that someone won't be living on site. A staff member will work on-site 24/7 for a first, second, and third shift. There is a potential five-person staff cycle that will rotate shifts.

Weller asked if Family Promise purchased the church.

Davis said that Family Promise holds a purchase agreement with Wyoming Methodist Church.

Weller asked if there are plans to turn the rest of the building into housing if the church vacates.

Davis said that the intent is to keep the church on site as they continue to be the heartbeat of the space. He said he can't imagine the church vacating as that space is envisioned to be unchanged.

Weller asked if the church is sponsoring any of the families.

Davis said that there are two spaces on site, the assembly use and the residential use. He said the building has been designed so that the church and shelter can function autonomously. Davis said they see this project as a partnership, but the church members won't intersect or interact with the families directly.

Weller asked how long they anticipate families to stay in the shelter.

Davis said that the current average stay is 63 nights.

Weller asked staff about condition #7 and what would happen if any problems were to arise.

Smith said that the good neighbor plan would give cause to address the issue.

A vote on the motion passed unanimously.

A motion was made by VanDuren, supported by Zapata, to grant site plan approval, subject to conditions 1-7.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to amend Form Based Code Section 90-1406 "Context Area and Use Standards for Corridor Center Area (CC)" and Zoning Code Section 90-401B "Principal Permitted Uses in the B-1 Local Business District" (Wyoming Planning Staff).

Meagher said that the City's Zoning Code defines Nursery Schools, Day Nurseries, and Childcare Centers as facilities that receive children under the age of 18 for group care periods of less than 24 hours a day when the parents or guardians of the child are not immediately available. These facilities are currently not permitted in the City's B-1 Local Business District and Form Based Code-Corridor Center (FBC-CC) District. When caring for 7 or more children, these facilities are currently permitted in the City's R-4, R-5, B-2, and RO-1 zoning districts by right, and R-1, R-2, R-3, R-7, B-3, and PUD-1 districts as a special use.

Meagher stated that in the Form Based Code Districts, daycare centers are permitted in association with specific building types in the Corridor Urban, Corridor Suburban, Corridor General, and Corridor Edge districts, as well as the Corridor Neighborhood district with special use approval.

Meagher explained that in addition to the provisions of the zoning code, childcare facilities must also obtain licensure and meet a series of standards provided by the State of Michigan's Public Act 116 of 1973 and the Michigan Department of Health and Human Services to operate. Review and enforcement of these standards are performed by the State of Michigan

Meagher said that staff recently received an inquiry to develop a childcare center within a vacant building located in the FBC-CC district. The site served as a former Family Video store and has remained vacant for a number of years. Since childcare facilities are not currently permitted in this district, the site currently cannot be utilized as proposed. Upon further review of the site, staff found that the parcel could be suitable for a day care facility, due to its proximity to both commercial and residential districts, as well as the site's building size and ample yard space.

Meagher said that this led staff to further evaluate the remainder of the City's FBC-CC districts to determine if childcare facilities could also be appropriate in these locations. Following further review, staff found that childcare facilities could be included as a special use in the FBC-CC district. The FBCCC district is a mixed-use district that allows for a combination of commercial and residential uses, and Daycare centers are compatible within both contexts.

Meagher explained that through further investigation, staff also found that the B-1 Local Business District could also be eligible for daycare centers as a permitted use. Daycare centers are already permitted by right in two of the City's main commercial districts: the RO-1 Restricted Office District and the B-2 General Business District. Like the FBC-CC district, the B-1 Local Business District is zoned for commercial uses but is often located within close proximity of residential districts. Daycare center permittance in this district could also serve as beneficial for both parents that work within these districts, as well as residents that live nearby.

Meagher said that the addition of daycare facilities within both the FBC-CC and B-1 districts may help achieve the Master Plan's theme of equity and inclusion by promoting greater access to childcare services for working parents and nearby residents in areas of the community that are not currently served.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments to Sections 90-1406 and 90-401B and recommends the same to City Council.

A motion was made by Randall, supported by Gilwreath-Watts, to adopt the recommended text amendments to Sections 90-1406 and 90-401B and recommends the same to City Council.

Weller asked what dependent care was and if it referred to aging care.

Meagher said that it didn't apply to aging care; it refers to dependant care as in children.

Randall asked if hours of operation would be restricted in any way with this language.

Meagher said it would not restrict hours of operation, but the Commissioners would have the authority to place conditions on the special use approval.

Smart asked for clarification on what districts would allow the daycare facilities.

Meagher clarified that RO-1, B-1, and B-2 would allow the daycare use.

Randall commented on the need for childcare.

Micele also commented about the need for childcare.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to approve a Childcare Center special use at 1263 Burton Street SW (Section 02) (Family Video Movie Club, Inc and Joslyn Ward) (Includes site plan approval).

Meagher explained that the site is zoned FBC-CC; the site is the old Family Video store.

The applicant is proposing to establish FLOWER Learning Center, a new childcare center to be located at 1263 Burton Street SW. The site was formerly used as a Family Video, but has sat

May 31, 2023

Wyoming City Council

Subject: Board and Commission Appointments and Reappointments, June 2023

Councilmembers:

The Mayor and I met on Tuesday, May 16, to discuss board and commission appointments. There are approximately 37 positions to address. Of the 37 positions, 29 have terms expiring on June 30. The remaining positions are vacancies that we wish to fill. This document and the attached spreadsheet are an attempt to simplify a process that involves numerous boards and many individuals. The information presented here is what we know at this time. We will continue to confirm the details of this plan with all participants prior to council consideration at the June 19, 2023 meeting.

Building Authority – This board is currently inactive, no appointments will be made

Community Development Committee – It is recommended these members be reappointed as they are recent appointees.

Construction Board of Appeals – It is recommended these members be reappointed. Council will be asked to waive its policy on term limits for Bill Kerby. Kerby's longevity is a benefit to newer members.

Downtown Development Authority – Two qualified applicants, Kirk Driesenga and Lori Pung, have recently applied to this board. The Mayor and staff are supportive of the appointment of these individuals.

Election Commission – Council will be asked to waive its policy on term limits for Bruce Robey. Staff notes 2024 will be a challenging year to on-board a new member.

Greater Wyoming Community Resource Alliance – It is recommended that Joyce Rohrer be appointed to this vacancy. The Alliance is supportive of Rohrer's appointment.

Historical Commission – The reappointment of Branz and Farkas is supported by the commission, however Farkas still needs to confirm his interest. Council will be asked to waive its policy on term limits for Bill Branz. Council will also be asked to appoint Brian Van Eerden to fill a vacancy.

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CITY COUNCIL

Housing Board of Appeals – It is recommended council appoint Meagan Roche. Council will also be presented with a resolution of appreciation for Dan Beal.

Housing Commission – It is recommended this member be reappointed.

Officers Compensation Commission – This board will not meet until 2025, no appointments will be made at this time.

Parks & Recreation Commission – It is recommended Council reappoint Fera, Kort, and Akhurst. Council will be presented with a resolution of appreciation for Aaron Velthouse and Godfrey-Lee Public Schools' new representative, Anselmo Sarabia, will be presented for council's concurrence.

Planning Commission – It is recommended Council reappoint these members. Council will be asked to waive its policy on term limits for Chris Weller. The Mayor recommends Steve Balk if one of these members does not wish to be reappointed.

Retirement Board – It is recommended Bob Kaminski be reappointed and council waive its policy on term limits. This board has several new members and Bob brings great experience. The other member of this board is elected by the General Employees Union.

Tree Commission – This board will have four vacancies. The Mayor and staff are working to confirm whether current applicants have interest in these openings. At this time, it is recommended council appoint Fladiana Lopez. A resolution of appreciation will be presented for Burdo.

WKTV – It is recommended these members be reappointed. Council will also be asked to appoint Gabriela De La Vega.

Zoning Board of Appeals – It is recommended council reappoint these members. Council will be asked to waive its policy on term limits for VanderSluis and VandenBerg. VanderSluis serves as chair and has a background in law and a solid understanding of zoning issues.

Due to the cancellation of the June work session, this information is being provided as an information item at the June 5 regular meeting. I look forward to discussing this with you at the council meeting.

Sincerely,

A handwritten signature in black ink that reads "Kelli A. VandenBerg". The signature is written in a cursive style with a large, stylized 'K' and 'B'.

Kelli A. VandenBerg, City Clerk

Attachment: Board and Commission Spreadsheet

Board and Commission Expiring or Vacant Terms

Term Exp.	Member Name	Notes	Member interest?	City support?	Applications on File?	Notes/Recommendation
Building Authority - 3 members, Council appoints						
6/30/2023	Myron Erickson	Board is currently inactive				No action needed at this time
Community Development Committee - 9 Members, 2-Year Term (5 terms or 10 years), Council appoints						
6/30/2023	Luke Moeckel	Appt'd 2/1/21		Yes	Fladiana Lopez	Reappoint current members
6/30/2023	Jonathan Cauchi	Appt'd 2/20/23		Yes	Meagan Roche	
6/30/2023	Ryan Quanstrom	Appt'd 2/20/23		Yes	Marvin Van Oosten III Adam Cowan - Appt'd to P&R Derek Anderson - Appt'd to HBA Robert DeKryger - Appt'd to CBA	
Construction Board of Appeals - 5 Members, 3-Year Term (3 terms or 9 years), City Manager confirmed by Council						
6/30/2023	Kenneth Stockel	Appt'd 10/2/17		Yes	Adam Cowan - Appt'd to P&R	Reappoint current members, Kerby will need a waiver for term limits
6/30/2023	William Kerby	Appt'd 12/5/05		Yes		
Downtown Development Authority - 9 Members, 4-Year Term (2 terms or 8 years), Appointed by Mayor confirmed by Council						
1/1/2026	VACANT	Resident in District			Meagan Roche	Several applicants do not qualify due to residency or property ownership requirements. Mayor and staff recommend Pung and Driesinga for appointment at this time.
1/1/2024	VACANT	Property in District			Robert Kilgo - Appt'd to OCC	
1/1/2024	VACANT	Property in District			Adam Cowan - Appt'd to P&R	
1/1/2026	VACANT	Property in District			Robert DeKryger - Appt'd to CBA	
1/1/2025	VACANT	Property in District			Kyle Brethauer - Appt'd to EDC Kirk Driesenga Lori Pung	
Election Commission - 3 Members, 2-Year Term (5 terms or 10 years), Council appoints						
6/30/2023	Bruce Robey	Appt'd 8/19/13	Yes	Yes	Robert DeKryger - Appt'd to CBA Alexander Fera - Appt'd to P&R	Reappoint current member, Robey will need a waiver for term limits.
GWCR - 11 Members, 3-Year Term (3 terms or 9 years), Council appoints						
1/1/2023	VACANT				Joyce Rohrer Meagan Roche Robert DeKryger - Appt'd to CBA Adam Cowan - Appt'd to P&R	Appoint Joyce Rohrer
Historical Commission - 9 Members, 3-Year Term (3 terms or 9 years), Mayor confirmed by Council						
6/30/2023	Dan Farkas	Appt'd 3/21/16	Waiting for response	Yes	Brian Van Eerden	Reappoint current members, Branz will need a waiver for term limits. Appoint Brian Van Eerden.
6/30/2023	William Branz	Appt'd 7/3/06	Yes	Yes	Robert DeKryger - Appt'd to CBA	
6/30/2023	VACANT				Adam Cowan - Appt'd to P&R	
Housing Board of Appeals - 5 Members, 5-Year Term (2 terms or 10 years), Council appoints						
6/30/2023	Daniel Beal	Appt'd 3/7/05	No	No	Meagan Roche Marvin Van Oosten III Adam Cowan - Appt'd to P&R Robert DeKryger - Appt'd to CBA Geoffrey Yonkers - Appt'd to ZBA	Resolution of appreciation for Dan Beal and appoint Meagan Roche
Housing Commission - 5 Members, 5-Year Term (2 terms or 10 years), City Mgr confirmed by Council						
6/30/2023	Jennifer Stowell	Appt'd 10/17/2016	Yes	Yes		Reappoint current member

Officers Compensation Commission - 7 Members, 7-Year Term (1 term or 7 years), Appointed by Mayor confirmed by Council

6/30/2023	Tim Dent	No	No	Meagan Roche Robert DeKryger - Appt'd to CBA Adam Cowan - Appt'd to P&R	This appointment is not urgent as this board will not meet until 2025. The Mayor will seek applicants.
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Parks & Recreation Commission - 11 Members, 3-Year Term (3 terms or 9 years), Council appoints

6/30/2023	Alexander Fera	Appt'd 2/15/21	Yes	Deborah Dawe	Reappoint Fera, Akhurst and Kort. Godfrey-Lee PS has recommended Anselmo Sarabia as their rep.
6/30/2023	Aaron Velthouse (Godfrey)	Appt'd 8/20/12	No	Casey Kreiner	
6/30/2023	Ellen Akhurst (Grandville)	Appt'd 9/20/21	Yes	Joyce Rohrer	
6/30/2023	Eugene Kort	Appt'd 1/6/20	Yes	Jacob LaMotte Fladiana Lopez Meagan Roche Robert DeKryger - Appt'd to CBA	

Planning Commission - 9 Members, 3-Year Term (3 terms or 9 years), Appointed by Mayor confirmed by Council

6/30/2023	Chris Weller	Appt'd 11/7/05	Yes	Yes (Asset to the Board)	Fladiana Lopez	Reappoint current members, Weller will need a waiver for term limits.
6/30/2023	David (Alex) Smart	Appt'd 2/20/23	Yes	Yes	Meagan Roche	
6/30/2023	Chris Hall	Appt'd 7/6/20	Yes	Yes	Kimberly Tobian - Appt'd to ZBA Kyle Brethauer - Appt'd to EDC Adam Cowan - Appt'd to P&R Robert Kilgo - Appt'd to OCC Robert DeKryger - Appt'd to CBA Steven Balk - Appt'd to OCC	

Retirement Board - 7 Members, 3-Year Term (3 terms or 9 years), Council appoints

6/30/2023	Robert Kaminski (Citizen)	Appt'd 8/4/14	Yes	Yes	Meagan Roche	Reappoint citizen rep, Kaminski will need a waiver for term limits. The General Employee Union will elect their rep.
6/30/2023	Lynn Vis(Elected by GU Grp)	Appt'd 7/1/17	No	NA	Robert DeKryger - Appt'd to CBA Adam Cowan - Appt'd to P&R	

Tree Commission - 7 Members, 4-Year Term (2 terms or 8 years), City Mgr. confirmed by Council

6/30/2023	Mallory Burdo	No	No	Fladiana Lopez	Appoint Fladiana Lopez and present resolution of appreciation for Burdo.
6/30/2023	VACANT			Meagan Roche	
6/30/2025	VACANT			Adam Cowan - Appt'd to P&R	
6/30/2026	VACANT				

WKTV Commission - 9 Members (4 appointed by Wyoming), 3-Year Term (3 terms or 9 years), Council appoints

6/30/2023	Doug Jurgens	Appt'd 7/16/18	Yes	Yes	Gabriela De La Vega	Appoint Gabriela De La Vega
6/30/2023	Robert Brenzing	Appt'd 5/4/15	Yes	Yes		
6/30/2024	VACANT					

Zoning Board of Appeals - 7 Members, 3 Year Term (3 terms or 9 years), Council appoints

6/30/2023	Ciarra Adkins	Appt'd 5/17/21	Yes	Yes	Meagan Roche	Reappoint current members, VanderSluis and VandenBerg will need waivers for term limits.
6/30/2023	William VanderSluis	Appt'd 1/16/06 (ZBA Chair)	Yes	Yes (Asset-zoning legal expert)	Matt Wierenga	
6/30/2023	Garry VandenBerg	Appt'd 12/15/08	Yes	Yes	Marvin Van Oosten III Robert DeKryger - Appt'd to CBA Alexander Fera - Appt to P&R Kyle Brethauer - Appt'd to EDC Adam Cowan - Appt'd to P&R Robert Kilgo - Appt'd to OCC Steven Balk - Appt'd to OCC	