

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

**1) Call to Order**

**2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First 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 October 16, 2023 Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

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

**7:01 p.m.** To Confirm the Necessity of Providing New Sanitary Sewer, Sanitary Laterals, and Water Services in 60<sup>th</sup> Street Between Addresses 831 and 1087, Special Assessment Roll #23-817

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

a) Budget Amendment No. 36 – To Appropriate an Additional \$869,000 of Budgetary Authority for the Purchase of a Fire Platform Aerial Truck Which was Approved by City Council Resolution #27786 on July 17, 2023

b) Budget Amendment No. 37 – To Appropriate an Additional \$77,574 of Budgetary Authority for Cohorts L-1 and L-2 of the TEAM 21 Program and to Recognize the Associated Revenue

- c) Budget Amendment No. 38 – To Appropriate an Additional \$62,680 of Budgetary Authority for PILOT Payments on City Owned Utility Properties Related to the First Responders Millage and Recognize the Associated Revenue

**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) Of Appreciation to Luke Moeckel for His Service as a Member of the Community Development Committee for the City of Wyoming
- b) Of Appreciation to Marvin Van Oosten III for His Service as a Member of the Community Development Committee for the City of Wyoming

**15) Resolutions**

- c) To Confirm Special Assessment Roll #23-817
- d) To Appoint Audrianna Chandler Non-Attorney Magistrate for the 62-A District Court
- e) To Authorize a Template Employment Agreement and to Authorize the City Manager to Sign an Employment Agreement with a Deputy Finance Director

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

- f) To Adopt the City of Wyoming 2023-2025 Pavement Asset Management Plan
- g) To Approve Payment of the Annual Grand Valley Metropolitan Council Dues
- h) To Participate in the Operation and Maintenance of the Regional Geographic Information System (REGIS)
- i) To Accept a Quote from Frost Solutions LLC for the Purchase of Weather Information Systems
- j) To Accept a Quotation to Replace the Wyoming Public Library Flooring (Budget Amendment 39)
- k) To Accept a Proposal for Renewal of Cisco SmartNet Support
- l) To Authorize the Purchase of One 24” Check Valve
- m) To Authorize the Purchase of HVAC Supplies
- n) To Approve Amendment Number Two for the Activated Sludge Blower System Project
- o) For Award of Bids
  - 1. Gate Valves
  - 2. Gravel and Blast Furnace Slag
  - 3. Waterworks Fittings
  - 4. Winter Mix Asphalt
  - 5. Fire Hose

**17) Ordinances**

- 13-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (141) to Rezone 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW from R-1 to R-3 (First Reading)
- 14-23 To Amend Chapter 90, Article 3 of the Code of Ordinances by Amending Section 90-331 to Modify Requirements for Mobile Food Vendors (First Reading)
- 15-23 To Amend Chapter 90, Articles 4 and 5, of the Code of Ordinances by Amending Sections 90-416A, 90-407B, 90-418B, and 90-508 to Modify Requirements for Nursery Schools, Day Nurseries, and Child Care Facilities (First Reading)
- 16-23 To Amend Chapter 86, Article III, of the Code of Ordinances to Update the City’s Sanitary Sewer Use Requirements (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**20) Closed Session (Pending Litigation and Property Acquisition)**

**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](mailto: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](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.*



**CITY OF WYOMING BUDGET AMENDMENT**

**Date: November 6, 2023**

**Budget Amendment No. 037**

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$77,574 of budgetary authority for Cohorts L-1 and L-2 of the TEAM 21 program and to recognize the associated revenue.

Administration of this program ended in July.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort L-1				
208-526.007	\$ -	\$ 54,361.00		\$ 54,361.00
Parks and Recreation - 21st Century Cohort L-1 - Salaries				
208-752-76113-706.000	\$ -	\$ 3,916.00		\$ 3,916.00
Parks and Recreation - 21st Century Cohort L-1 - Temporary Salaries				
208-752-76113-707.000	\$ -	\$ 39,248.00		\$ 39,248.00
Parks and Recreation - 21st Century Cohort L-1 - FICA				
208-752-76113-715.000	\$ -	\$ 3,612.00		\$ 3,612.00
Parks and Recreation - 21st Century Cohort L-1 - Hospitalization Insurance				
208-752-76113-716.000	\$ -	\$ 928.00		\$ 928.00
Parks and Recreation - 21st Century Cohort L-1 - Life Insurance				
208-752-76113-717.000	\$ -	\$ 4.00		\$ 4.00
Parks and Recreation - 21st Century Cohort L-1 - Pension DC Pension				
208-752-76113-718.100	\$ -	\$ 260.00		\$ 260.00
Parks and Recreation - 21st Century Cohort L-1 - Pension Retiree Health DC Plan				
208-752-76113-718.200	\$ -	\$ 156.00		\$ 156.00
Parks and Recreation - 21st Century Cohort L-1 - Workers Comp Insurance				
208-752-76113-719.000	\$ -	\$ 1,473.00		\$ 1,473.00
Parks and Recreation - 21st Century Cohort L-1 - CIP and Longevity				
208-752-76113-721.000	\$ -	\$ 14.00		\$ 14.00
Parks and Recreation - 21st Century Cohort L-1 - Accrued Sick Pay				
208-752-76113-724.000	\$ -	\$ 1,723.00		\$ 1,723.00
Parks and Recreation - 21st Century Cohort L-1 - Accrued Vacation Pay				
208-752-76113-725.000	\$ -	\$ 2,432.00		\$ 2,432.00
Parks and Recreation - 21st Century Cohort L-1 - Insurance Liability				
208-752-76113-910.100	\$ -	\$ 595.00		\$ 595.00
Federal Grant 21st Century Cohort L-2				
208-526.008	\$ -	\$ 23,213.00		\$ 23,213.00
Parks and Recreation - 21st Century Cohort L-2 - Salaries				
208-752-76114-706.000	\$ -	\$ 2,018.00		\$ 2,018.00
Parks and Recreation - 21st Century Cohort L-2 - Temporary Salaries				
208-752-76114-707.000	\$ -	\$ 16,107.00		\$ 16,107.00
Parks and Recreation - 21st Century Cohort L-2 - FICA				
208-752-76114-715.000	\$ -	\$ 1,548.00		\$ 1,548.00

Parks and Recreation - 21st Century Cohort L-2 - Hospitalization Insurance	208-752-76114-716.000	\$ -	\$ 310.00	\$ 310.00
Parks and Recreation - 21st Century Cohort L-2 - Life Insurance	208-752-76114-717.000	\$ -	\$ 2.00	\$ 2.00
Parks and Recreation - 21st Century Cohort L-2 - Pension DC Pension	208-752-76114-718.100	\$ -	\$ 134.00	\$ 134.00
Parks and Recreation - 21st Century Cohort L-2 - Pension Retiree Health DC Plan	208-752-76114-718.200	\$ -	\$ 80.00	\$ 80.00
Parks and Recreation - 21st Century Cohort L-2 - Workers Comp Insurance	208-752-76114-719.000	\$ -	\$ 617.00	\$ 617.00
Parks and Recreation - 21st Century Cohort L-2 - CIP and Longevity	208-752-76114-721.000	\$ -	\$ 7.00	\$ 7.00
Parks and Recreation - 21st Century Cohort L-2 - Accrued Sick Pay	208-752-76114-724.000	\$ -	\$ 888.00	\$ 888.00
Parks and Recreation - 21st Century Cohort L-2 - Accrued Vacation Pay	208-752-76114-725.000	\$ -	\$ 1,253.00	\$ 1,253.00
Parks and Recreation - 21st Century Cohort L-2 - Insurance Liability	208-752-76114-910.100	\$ -	\$ 249.00	\$ 249.00
Fund Balance/Working Capital (Fund 208)		\$ -	\$ -	

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: November 6, 2023**

**Budget Amendment No. 038**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$62,680 of budgetary authority for PILOT payments on city owned utility properties related to the First Responders Millage and recognize the associated revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Property Taxes Service Charge In Lieu Of Tax 101-425.000	\$ 355,583.00	\$ 62,680.00		\$ 418,263.00
Fund Balance/Working Capital (Fund 101)		<u>\$ 62,680.00</u>	<u>\$ -</u>	
<b><u>Sewer Fund</u></b>				
Wastewater Utility - Administration - Payment In Lieu Of Taxes 590-590-54100-932.100	\$ 268,876.00	\$ 51,368.00		\$ 320,244.00
Fund Balance/Working Capital (Fund 590)		<u>\$ 51,368.00</u>	<u>\$ -</u>	
<b><u>Water Fund</u></b>				
Water Utility - Administration - Payment In Lieu Of Taxes 591-591-55100-932.100	\$ 59,207.00	\$ 11,312.00		\$ 70,519.00
Fund Balance/Working Capital (Fund 591)		<u>\$ 11,312.00</u>	<u>\$ -</u>	

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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 OF APPRECIATION TO LUKE MOECKEL FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Luke Moeckel has served faithfully and effectively as a member of the Community Development Committee since February 1, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Luke Moeckel for his dedicated service as a member of the Community Development Committee.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO MARVIN VAN OOSTEN III FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Marvin Van Oosten III has served faithfully and effectively as a member of the Community Development Committee since February 20, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Marvin Van Oosten III for his dedicated service as a member of the Community Development Committee.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #23-817

WHEREAS:

1. At its meeting of October 16, 2023, the city council adopted a resolution determining to proceed with special assessment of properties in Special Assessment District #23-817 for new sanitary sewer and laterals and new water service lines, determining to specially assess a portion of the new utility costs to property within Special Assessment District #23-817 comprised of the parcels listed in Exhibit A, determining to allow payment of those special assessments in 15 installments of principal plus interest at the rate of 3.75% per annum, and directing the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #23-817.
3. At its meeting of October 16, 2023, the city council held a public hearing on proposed Special Assessment Roll #23-817, notice of which was provided to owners or other persons interested in the property in proposed Special Assessment District #23-817 by publication and mailing and in a form and substance as provided by state law and city ordinance.
4. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #23-817 is confirmed.
2. Any special assessment on Special Assessment Roll #23-817 may be paid in full no later than September 30 after hookup, when private plumbing is connected to the new sanitary lateral and water service line.
3. Any special assessment on Special Assessment Roll #23-817 not paid in full by that date may be paid in 15 equal annual installments of principal plus interest accrued on the unpaid balance at the rate of 3.75% per annum beginning on that date.
4. The first installment will be billed on October 1 and payable on October 31 following hookup, and subsequent installments shall be billed on October 1 and payable on October 31 of each subsequent year.
5. The city treasurer is directed to mail a notice in the form attached as Exhibit B to the owner or other person in interest in each parcel of property in Special Assessment District #23-817, according to the most recent property tax records.
6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
                                      No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #23-817**

Address	831 60TH ST
Parcel Number	41-17-35-476-011
Address	855 60TH ST
Parcel Number	41-17-35-476-012
Address	945 60TH ST
Parcel Number	41-17-35-476-005
Address	975 60TH ST
Parcel Number	41-17-35-476-004
Address	987 60TH ST
Parcel Number	41-17-35-476-003
Address	1007 60TH ST
Parcel Number	41-17-35-451-010
Address	1033 60TH ST
Parcel Number	41-17-35-451-009
Address	1055 60TH ST
Parcel Number	41-17-35-451-006
Address	1087 60TH ST
Parcel Number	41-17-35-451-015

EXHIBIT B  
FORM OF NOTICE



NOTICE OF SPECIAL ASSESSMENT

On November 6, 2023, the Wyoming City Council confirmed Special Assessment Roll #23-817. Your property at \_\_\_\_\_, Wyoming, Michigan was specially assessed in the amount of \$\_\_\_\_\_ (the "Special Assessment").

The Special Assessment may be paid in full without interest on or before September 30 after hookup, when your private plumbing is connected to city-owned watermain and sewer.

The Special Assessment may also be paid in 15 equal annual installments of principal plus accrued interest. Interest on the unpaid balance of the Special Assessment will be at the rate of 3.75% per annum beginning on October 1 following hookup. Installments will be billed on October 1 of each year and will be payable on October 31 of each year.

The unpaid balance of the Special Assessment plus any accrued interest may be paid in full at any time without penalty.

If you or your agent appeared in person or in writing and protested the Special Assessment at a public hearing on Special Assessment Roll #23-817, you have a right to appeal the Special Assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT AUDRIANNA CHANDLER NON-ATTORNEY  
MAGISTRATE FOR THE 62-A DISTRICT COURT

WHEREAS:

1. Local Administrative Order signed by Pablo Cortes, Chief Judge of the 62-A District Court, appoints Audrianna Chandler as an authorized Magistrate for the City of Wyoming, 62-A District Court.
2. State of Michigan law provides that all authorized Magistrates shall be appointed by the judges of the district and the appointment shall be subject to the approval of the governing body of the courts funding unit.

NOW, THEREFORE, BE IT RESOLVED:

1. That Audrianna Chandler is hereby approved by the City Council of the City of Wyoming to serve as an authorized Non-Attorney Magistrate for the City of Wyoming, 62-A District Court.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

LAO

Resolution No. \_\_\_\_\_

**STATE OF MICHIGAN**



WYOMING DISTRICT COURT  
62-A JUDICIAL DISTRICT  
2650 DEHOOP S.W.  
WYOMING, MI 49509-1893

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

COURTNY CARDOSA  
DEPUTY COURT ADMINISTRATOR

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**MEMORANDUM – STAFF REPORT**

Date: November 6, 2023  
To: Wyoming City Council Members  
From: Christopher Kittmann, Court Administrator  
Re: Magistrate Authorization – Audrianna Chandler

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**RECOMMENDATION:**

It is recommended City Council approve the appointment of Audrianna Chandler as an authorized Magistrate for the 62-A District Court, City of Wyoming.

**OVERVIEW:**

Attached is the appropriate paperwork to authorize Audrianna Chandler as a Non-Attorney Magistrate for the 62-A District Court.

Ms. Chandler is currently employed as a Senior Deputy Court Clerk for the 62-A District Court, City of Wyoming. Ms. Chandler has been employed by the City of Wyoming for approximately seven years. Ms. Chandler lives in the City of Wyoming and is a registered voter.

The purpose for this appointment is to enhance overall court availability/efficiency to law enforcement to authorize criminal complaints, warrants, summons as well as search warrants. The appointment also provides an opportunity for Ms. Chandler to enroll in and complete a Magistrate Certification Program offered annually by the State of Michigan. Only individuals authorized as a Magistrate may take this program.

By completing this program Ms. Chandler will enhance her knowledge of the Michigan Criminal and Vehicle Law. This program will augment Ms. Chandler's expertise as a court clerk. It will make her more efficient as an employee of the city and will aid the daily efficiencies in protecting the citizens of the City of Wyoming.

**BUDGET IMPACT:**

This authorization will have no increased fiscal impact for the court or the City of Wyoming.

**STATE OF MICHIGAN**



WYOMING DISTRICT COURT  
62-A JUDICIAL DISTRICT  
2650 DEHOOP S.W.  
WYOMING, MI 49509-1893

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

COURTNY CARDOSA  
DEPUTY COURT ADMINISTRATOR

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Administrative Order 2023-01

**APPOINTMENT OF NON-ATTORNEY MAGISTRATE**

In accordance with Administrative Order 2009-6, effective January 1, 2010, and MCL 600.8501 and 600.8503, and upon approval of the State Court Administrative Office (SCAO),

**IT IS ORDERED:**

1. The judges of the 62-A District Court appoint Audrianna Chandler as magistrate with the approval of City of Wyoming.
2. Audrianna Chandler:
  - a. Is a registered elector in the City of Wyoming.
  - b. Will serve at the pleasure of the judges of the district court.
  - c. Has taken the constitutional oath of office.
  - d. Has filed a performance bond in the amount of \$50,000 with the City of Wyoming treasurer and chief judge.
  - e. Will complete a training course in traffic law adjudication and sanctions given by SCAO.
3. Magistrate Audrianna Chandler is authorized to perform the following duties:
  - a. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts or parts of acts, or local ordinances substantially corresponding to the following acts or parts of acts, if the maximum permissible punishment does not exceed 90 days in jail, a fine, or both [MCL 600.8511(a)]:
    - 1) SPORT FISHING, part 487 of the natural resources and environmental protection act, MCL 324.48701 to 324.48740;
    - 2) WILDLIFE CONSERVATION, part 401 of the natural resources and environmental protection act, MCL 324.40101 to 324.40120;
    - 3) MARINE SAFETY, part 801 of the natural resources and environmental protection act, MCL 324.80101 to 324.80199;
    - 4) MOTOR CARRIER ACT, MCL 475.1 to 479.43;
    - 5) MOTOR CARRIER SAFETY ACT, MCL 480.11 to 480.25;
    - 6) DOG LAW OF 1919, MCL 287.261 to 287.290;

## Administrative Order 2023-01

### **APPOINTMENT OF NON-ATTORNEY MAGISTRATE**

- 7) MICHIGAN LIQUOR CONTROL CODE, MCL 436.1703 and 436.1915;
  - 8) GENERAL POWERS AND DUTIES, part 5 of the natural resources and environmental protection act, MCL 324.501 to 324.513;
  - 9) LITTERING, part 89 of the natural resources and environmental protection act, MCL 324.8901 to 324.8907;
  - 10) HUNTING AND FISHING LICENSES, part 435 of the natural resources and environmental protection act, MCL 324.43501 to 324.43561;
  - 11) RECREATIONAL TRESPASS, part 731 of the natural resources and environmental protection act, MCL 324.73101 to 324.73111; and
  - 12) TRESPASS, MCL 750.546 to 750.552c.
- b. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the Michigan vehicle code, MCL 257.1 to 257.923, or local ordinances substantially corresponding to provisions of the Michigan vehicle code, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both, except for violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. [MCL 600.8511(b)]
- c. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both [MCL 600.8511(c)]:
- 1) OFF-ROAD RECREATION VEHICLES, part 811 of the natural resources and environmental protection act, MCL 324.81101 to 324.81150 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.81134 and 324.81135. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.81134 and 324.81135; and
  - 2) SNOWMOBILE, part 821 of the natural resources and environmental protection act, MCL 324.82101 to 324.82160 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.82128 and 324.82129. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.82128 and 324.82129.

## Administrative Order 2023-01

### **APPOINTMENT OF NON-ATTORNEY MAGISTRATE**

- d. Accept pleas of guilty or nolo contendere and impose sentence for misdemeanor or ordinance violations punishable by fines and that are not punishable by imprisonment by the terms of the statutes or ordinances creating the offenses. [MCL 600.8512a(b)]
- e. Issue search warrants under specific authorization on individual cases. [MCL 600.8511(g); MCL 780.651(4)]
- f. Issue warrants for the arrest of persons or summons to appear in court upon written authorization of the prosecuting or municipal attorney and set pre-arraignment bonds. Written authorization is not required for vehicle law or ordinance violations within the jurisdiction of the magistrate, if a police officer issued a traffic citation in accordance with MCL 257.728 and the defendant failed to appear. [MCL 600.8511(e); MCL 764.1(1)]
- g. Fix bail and accept bond in all criminal cases. [MCL 600.8511(f)] Set bond and order the defendant to appear before the circuit court in the county for a hearing when the person has been arrested for violation of a personal protection order and the circuit court judge will not be present or available within 24 hours after an arrest. [MCL 764.15b(3)]
- h. Conduct first appearances of defendants before the court in all criminal and ordinance violation cases, including acceptance of any written demand or waiver of preliminary examination and acceptance of any written demand or waiver of jury trial. However, the magistrate may only accept pleas of guilty or nolo contendere expressly authorized under MCL 600.8511 or MCL 600.8512a. [MCL 600.8513(1)]
- i. Conduct arraignments for a contempt of court violation or a probation violation, if the violation arises directly out of a criminal case for which the magistrate has authority to conduct the first appearance and involves the same defendant, and if the maximum permissible penalty for the offense does not exceed one year in jail, a fine, or both. The magistrate may accept a plea and set bond, but may not conduct a contempt or probation violation hearing or sentencing. [MCL 600.8511(d)]
- j. Hear and preside over civil infraction admissions, admissions with explanation, motions to set aside default or withdraw admissions, and conduct informal hearings in civil infraction actions, and impose all sanctions allowed by statute, under the authority of MCL 600.8512a(a), MCL 600.8512 (traffic, parking, recreational marijuana, and medical marijuana civil infractions), 600.8719 (municipal civil infractions), MCL 600.8819 (state civil infractions), and other applicable sections of these acts. Informal hearings involving traffic or parking violations shall not be conducted until the magistrate has successfully completed the SCAO training course in traffic law adjudication and sanctions.
- k. Approve and grant petitions for the appointment of attorneys to represent indigent defendants accused of misdemeanor offenses punishable by imprisonment for not more than one year or ordinance violations punishable by imprisonment. [MCL 600.8513(2)(a)]
- l. Suspend payment of court fees by indigent parties in civil, small claims, or summary proceedings actions, until after judgment has been entered. [MCL 600.8513(2)(b)]

Administrative Order 2023-01

**APPOINTMENT OF NON-ATTORNEY MAGISTRATE**

- m. Upon written authorization of the prosecuting or city attorney, sign nolle prosequis, dismissing any criminal or ordinance violation cases over which the district court has jurisdiction and release any bail bonds or bail bond deposits to the persons entitled to them, unless the preliminary examination or trial has commenced or a plea of guilty or nolo contendere has been accepted by a district court judge. [MCL 600.8513(2)(c)]
- n. Execute and issue process to effectuate authority expressly granted by law to district court magistrates. [MCL 600.8513(2)(d)]
- o. Administer oaths and affirmations and take acknowledgments in writing. [MCL 600.8317]
- p. Perform marriages and charge a fee of \$10 which shall be deposited with the court for transmission to the funding unit at the end of each month. [MCL 600.8316]
- q. Issue summonses to appear and show cause why the animal should not be destroyed, issue other preliminary orders, conduct hearings, and make necessary dispositive orders, regarding animals alleged to be dangerous and to have caused serious injury or death to a person or a dog. [MCL 287.322]
- r. Conduct probable cause conferences and all matters allowed at the probable cause conference, except for the taking of pleas and sentencings, under MCL 766.4. [MCL 600.8511(h)]
- s. Issue a suppression order for a search warrant affidavit. [MCL 780.651(9)]
- t. Issue a suppression order for a search warrant tabulation until the final disposition of the case unless otherwise ordered. [MCL 780.655(2)]
- u. Hear, preside over, and issue orders regarding abandoned vehicles filed under MCL 257.252a, 257.252b, and MCL 257.252d. [MCL 257.252f]

Effective Date:

Date:

Chief Judge Signature:

*Rebecca* 

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE A TEMPLATE EMPLOYMENT AGREEMENT  
AND TO AUTHORIZE THE CITY MANAGER TO SIGN AN EMPLOYMENT  
AGREEMENT WITH A DEPUTY FINANCE DIRECTOR

WHEREAS:

1. City Charter section 4.16 allows the City Manager to appoint deputies and assistants.
2. The City Manager desires to hire a Deputy Finance Director and recommends City Council approve a template employment agreement.
3. The template employment agreement may change but will remain in line with existing deputy and assistant director employment contracts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the template employment agreement and authorizes the City Manager to sign an employment agreement with a Deputy Finance Director.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Template Employment Agreement  
Memorandum from Finance Director

Resolution No. \_\_\_\_\_

To: John Shay, City Manager  
From: Jodi Yenchar, Finance Director  
Cc: Patrick Waterman, Deputy City Manager  
Kim Oostindie, Director of Human Resources  
Date: October 11, 2023  
Subject: Finance Department Staffing Proposal

### **Introduction**

The purpose of this memorandum is to outline a proposal to reinstate two of the four previously eliminated full-time positions in the Finance Department to fulfill the financial needs of the City and the City's leadership, council, and residents.

The proposed organizational structure for the Finance Department preserves the seven existing positions and provides for reinstating two positions – a Deputy Finance Director and an Office Specialist.

### **History**

Between 2004 and 2009, the Finance Department was reduced by three positions, representing over 27% of the department. One of the eliminated positions provided benefits administration which has since been successfully outsourced to Lighthouse Insurance Group. In 2013, the Deputy Finance Director position was also eliminated following a retirement, bringing the total reduction to four positions (36% of the workforce).

### **Impact**

At the time staffing was reduced, the City Manager provided information to City Council and noted the following reductions would occur:

- Elimination of internal auditing
- Reduced frequency of financial reporting to City Council, City Manager, Deputy City Manager
- Elimination of monthly financial reports to departments
- Reduced internal controls and segregation of duties
- Limited internal review of financial records, creating time lags in reporting and ongoing concerns related to accuracy of current and historical records
- Limited availability to assist other departments with projects

Although these functions were intended to be reduced or eliminated, many of them were continued or reinstated, in order to provide sufficient information for operation of City departments, decisions of City Council, and to comply with increasing GASB and legislative requirements. The volume and complexity of the work increased in other areas, resulting in:

- Limited ability to plan for department succession
- Inability to prepare long term financial plans and forecasts
- Insufficient training and professional development of staff
- Inability to develop and document standard operating procedures, including those for emergency responses and disaster recovery
- Significant turnover in the department, including the loss of four Finance Directors between 2014-2021 and eight staff members (other than Finance Directors) since 2021, many citing burnout

community • safety • stewardship

CITY COUNCIL

Robert Arnoys

Tommy Brann

Sheldon DeKryger

Renee Hill

Marissa Postler

Robert Postema

**Kent Vanderwood, Mayor**

## **Assessment**

At the 2022 City Council Retreat, councilmembers identified key strategic priorities and adopted the resulting 2023 Strategy Map on February 6, 2023, via Resolution 27598. Succession planning, continuing investment in people, providing professional growth opportunities, and ensuring sustainable staffing are priorities for creating an effective workforce. Creating strong financial practices is a priority to support sustainable funding and long-term stability for the City and its residents.

With the City Manager's Office and the Human Resources Department, we have conducted a thorough assessment of the Finance Department structure including job descriptions, functions and job duties being completed by each staff member, and discussions with department heads regarding financial support needed. Human Resources completed a survey of cities in Michigan regarding the function, structure, and size of their Finance departments, the data provided supports our recommendation of a Deputy Finance Director position, along with the structure recommended below.

The City of Wyoming has experienced significant change since the decision was made to eliminate the Finance positions. The Finance Department is responsible for ensuring the City complies with all requirements in a highly complex, heavily audited environment which includes ever changing state and federal legislation, accounting standards and other regulations related to payroll, employee recordkeeping, PPACA, CARES Act, pension and investment reporting, and regulations issued by the State of Michigan and the Governmental Accounting Standards Board (GASB). GASB alone has issued 43 new standards since 2009. Additionally, the variety and complexity of grants and the associated reporting has increased significantly since 2009.

As we look at the organizational structure of the City, Purchasing will be moved from Human Resources to the Finance Department in the near future. In line with best practices in the finance and accounting fields, backup for the purchasing staff member will have to be established and trained within the Finance Department, as well as providing supervisory responsibility.

Because of the limited staffing, the City contracted with an external CPA firm, which was used for daily accounting support, and, although helpful for a limited time, is not a long-term solution. In FY24 budget, funds previously allocated for that support were reallocated to develop and execute a comprehensive annual internal audit program (which was eliminated during the downsizing).

Since I assumed the Finance Director position in October 2021, the department staff and I have focused on developing standard operating procedures, reviewing the functions and processes of the department, and identifying cross training needs and process improvements and efficiencies, while still maintaining required checks and balances. Staff training and development will need to be a priority of the department and the City, so that the Finance Department can sustain long-term service and continued improvements.

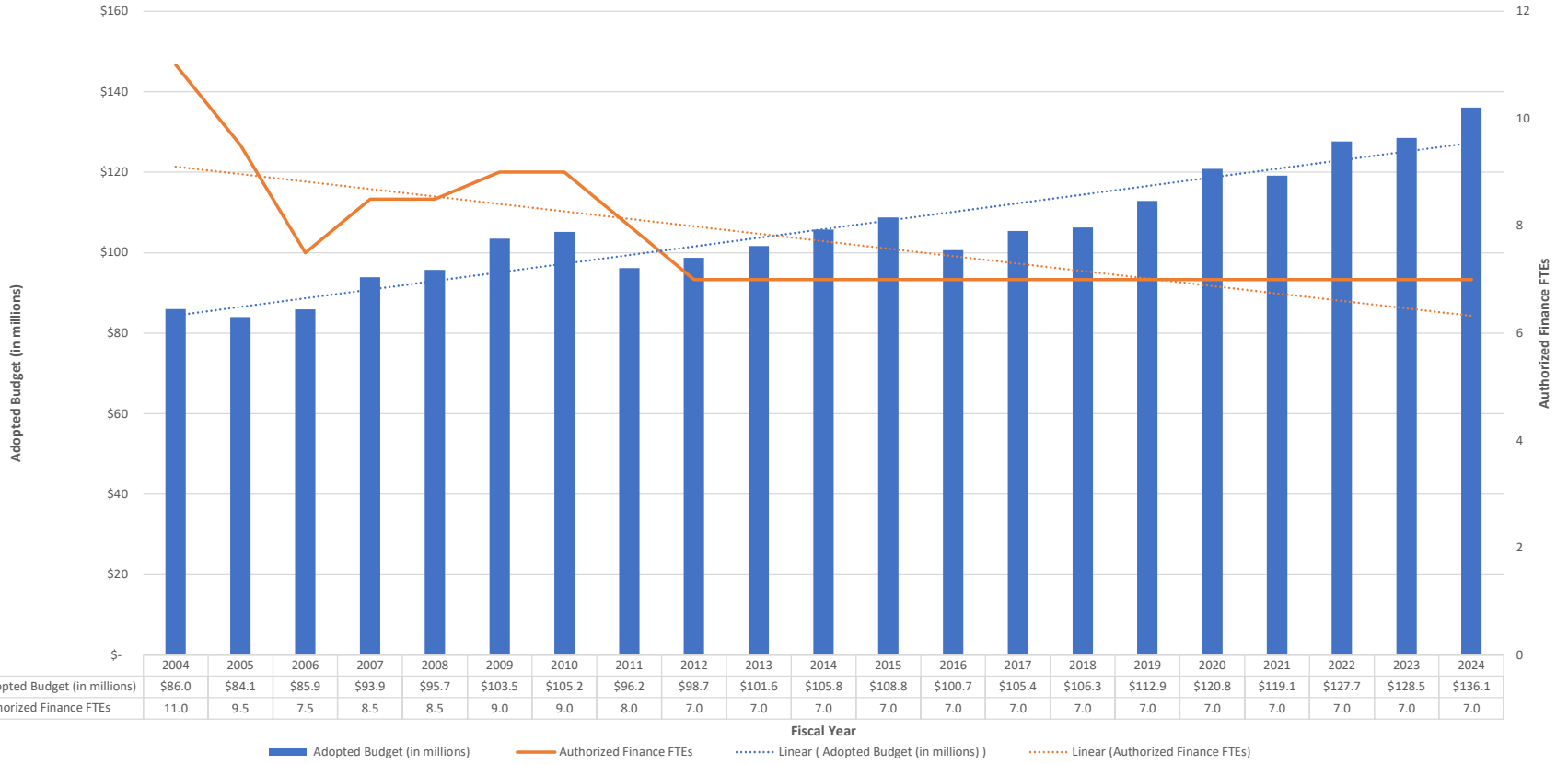
## **Recommendation**

To create a sustainable and appropriate Finance Department staffing model for the City, it is recommended to reinstate the Deputy Finance Director position and the Office Specialist position. The Deputy position will be a key partner in providing leadership in the department with a focus on reviewing existing and establishing new processes and systems. The Deputy position will partner with the Finance Director to better serve operational departments with forecasting, projects, financial reports, and cost-benefits analyses. The City has benefited from the reimplementation or establishment of the Deputy or Assistant Director positions in Public Safety, Public Works, Human Resources, and Community and Economic Development as it relates to staff development, leadership, systems and efficiency reviews, and succession planning. The Office Specialist position will relieve the accounting specialists and accountants from the work that is more clerical in nature, allowing those positions to better evaluate, identify, and implement process improvements. Reinstating these two positions will contribute to much-needed longevity among staff in the Finance Department, serving the

City well into the future. A budget amendment for the current fiscal year would not be necessary due to savings from a vacant position and the inability to execute budgeted training and software enhancements.

As discussed above, the FY24 budget can absorb the cost of this staffing proposal, and no budget amendment or formal action by resolution is required from the City Council for the addition of these positions. It was previously agreed by the City and the Administrative and Supervisory Association that the Deputy Finance Director would be removed from the Association and changed to a contract employee position. It is recommended that a resolution be brought to City Council in November authorizing the City Manager enter into an employment agreement and a template employment agreement for the Deputy Finance Director, with similar terms and conditions to other deputy or assistant director employment contracts be approved, with authorization for the City Manager to negotiate the terms of the agreement.

### History of Finance Staffing Compared to Adopted Budget



**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT – DEPUTY FINANCE DIRECTOR**

This Employment Agreement with INSERT NAME is made as of INSERT DATE, was approved by the City Council on INSERT DATE, and is to be effective on INSERT DATE, between the City of Wyoming, a municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**City**), and INSERT NAME, an individual whose current home address is as provided in the employment application (**Employee**).

**1. TERM.** City employs and appoints Employee as its Deputy Finance Director effective on INSERT DATE, though the departmental assignment and position title may change in the discretion of the City Manager. Employee acknowledges that the Deputy Finance Director serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as Deputy Finance Director, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as Deputy Finance Director ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

**2. PERFORMANCE.** Employee shall perform the duties of Deputy Finance Director in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the Finance Director.

**3. SERVICE DATE.** Employee's date of service with City shall be effective INSERT DATE. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

**4. COMPENSATION.** Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

**5. BENEFITS.** Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, jury duty, personal leave days, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. On INSERT DATE, Employee shall be credited with INSERT AMOUNT hours of vacation, and on each January 1, thereafter, Employee shall be credited with INSERT AMOUNT hours of vacation until such time as the Administrative and Supervisory Association regular employee vacation schedule applies.

B. Regardless of any other provision of this agreement, Employee shall not be eligible for payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

**6. TERMINATION.** This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay

and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee’s employment, Employee shall arrange for the immediate and orderly transfer of Employee’s office and City-owned personal property, records, documents, and other items in Employee’s possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee’s employment by City. Employee agrees that when Employee’s employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City’s right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee’s position with City, subject only to the provisions in this section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee’s employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. INDEMNIFICATION.** City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee’s duties as Deputy Finance Director.

**10. BONDS.** City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee’s duties as Deputy Finance Director.

**11. APPLICABLE LAW.** This Agreement is to be interpreted, enforced, and performed under Michigan law.

**12. ASSIGNMENT.** Neither party may assign any rights, duties, or interests in this Agreement without the prior written consent of the other party.

**13. JURISDICTION AND VENUE.** To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

**14. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogees, successors, and assigns.

**15. SHORTENED LIMITATIONS PERIOD.** Employee agrees that any lawsuit or claim against City arising out of Employee’s employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

**City of Wyoming**

**INSERT NAME**

By: \_\_\_\_\_  
John Shay, City Manager

\_\_\_\_\_

Date signed: \_\_\_\_\_, 2023

Date signed: \_\_\_\_\_, 2023

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ADOPT THE CITY OF WYOMING  
2023-2025 PAVEMENT ASSET MANAGEMENT PLAN

WHEREAS:

1. As detailed in the attached staff report, the Wyoming City Council hereby adopts the 2023-2025 Pavement Asset Management Plan for the City of Wyoming.
2. This pavement asset management plan identifies existing pavement conditions, critical infrastructure and necessary funding to maintain Wyoming's pavement infrastructure.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby adopts the City of Wyoming 2023-2025 Pavement Asset Management Plan.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2023 Pavement Asset Management Plan

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: October 25, 2023

Subject: 2023-2025 City of Wyoming Pavement Asset Management Plan

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

Meeting Date: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council adopt the City of Wyoming 2023-2025 Pavement Asset Management Plan.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

A reliable transportation network provides safe and efficient transportation for all modes of travel and minimizes pollution with idling vehicles and unnecessary fuel consumption. Additionally, an efficient transportation network adds to the economic vitality of the City of Wyoming.

### **DISCUSSION:**

The City of Wyoming constantly plans for the future and constantly monitors the condition of its pavement infrastructure and budgets necessary improvements or maintenance. The attached plan for the City of Wyoming reviews the necessary funding and projects per the template prepared by the Transportation Asset Management Council (TAMC) and is required for future state and federal project funding.

It is in the best interest of the City of Wyoming to adopt the 2023-2025 Pavement Asset Management Plan.

### **BUDGET IMPACT:**

Funds for various projects are available in the Capital Improvement fund and Major and Local Street funds.

# City of Wyoming 2023 Pavement Asset Management Plan



A plan describing the City of Wyoming's roadway assets and conditions.

*Prepared by:*  
Russ Henckel  
Assistant Director of Public Works/Engineering  
(616) 530-7254

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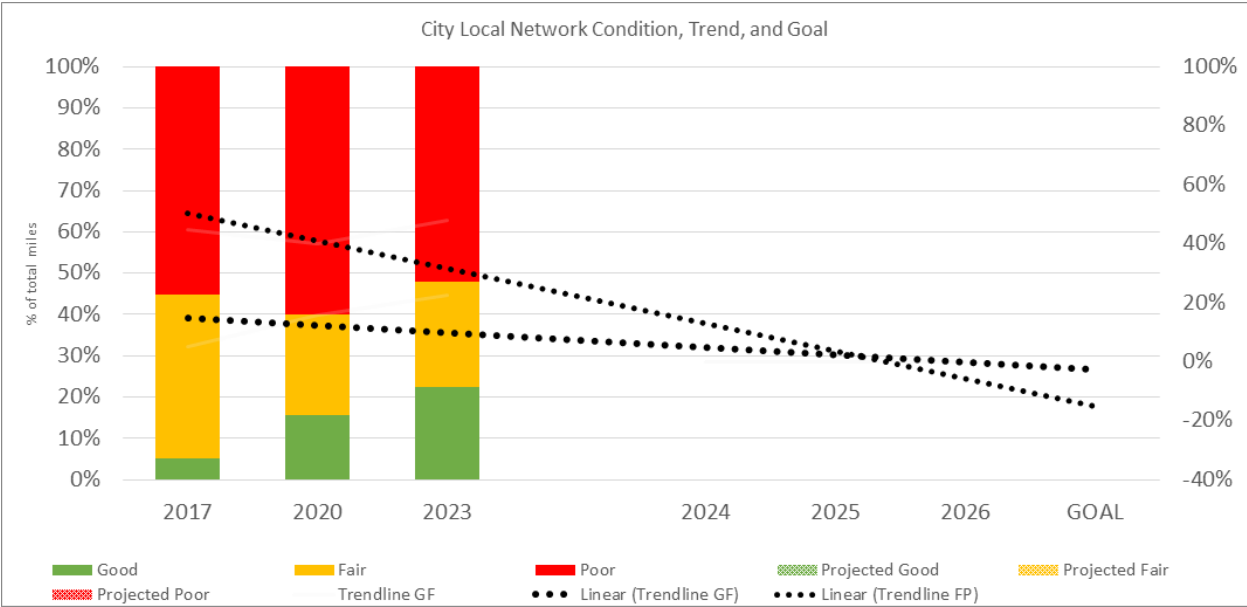
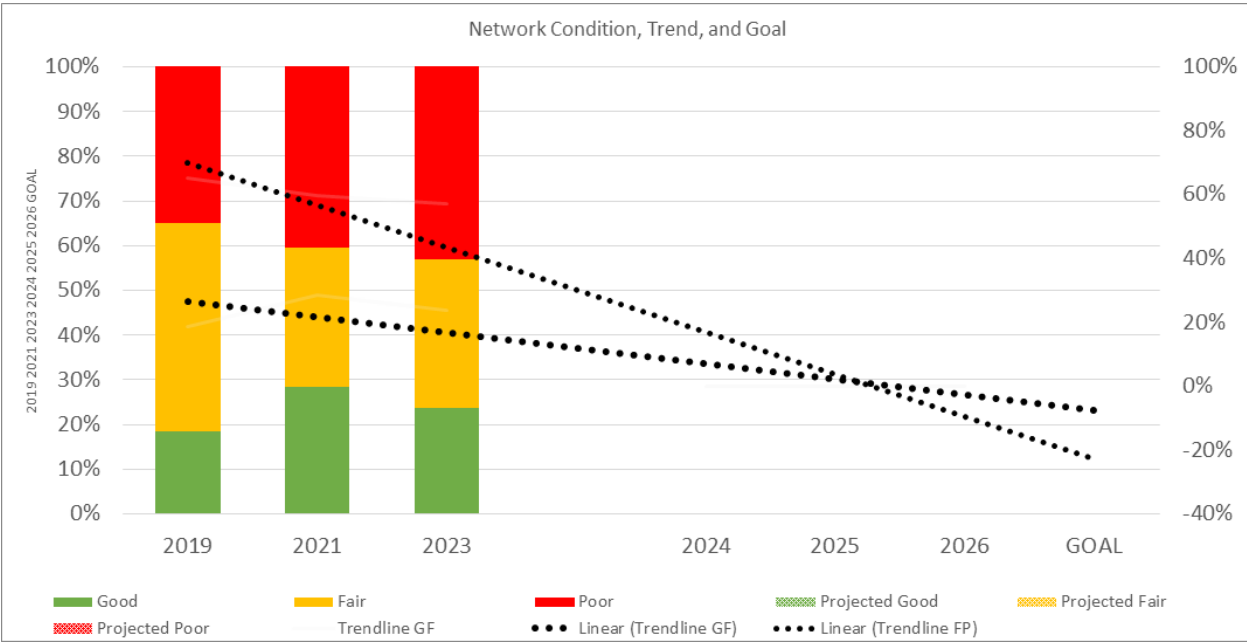
## EXECUTIVE SUMMARY

As conduits for commerce and connections to vital services, roads are among the most important assets in any community along with other assets like bridges, culverts, traffic signs, traffic signals, and utilities that support and affect roads. The City of Wyoming's (Wyoming) roads, other transportation assets, and support systems are also some of the most valuable and extensive public assets, all of which are paid for with taxes collected from ordinary citizens and businesses. The cost of building and maintaining roads, their importance to society, and the investment made by taxpayers all place a high level of responsibility on local agencies to plan, build, and maintain the road network in an efficient and effective manner. This asset management plan is intended to report on how Wyoming is meeting its obligations to maintain the public assets for which it is responsible.

This plan overviews Wyoming's road assets condition and explains how Wyoming works to maintain and improve the overall condition of those assets. These explanations can help answer the following questions:

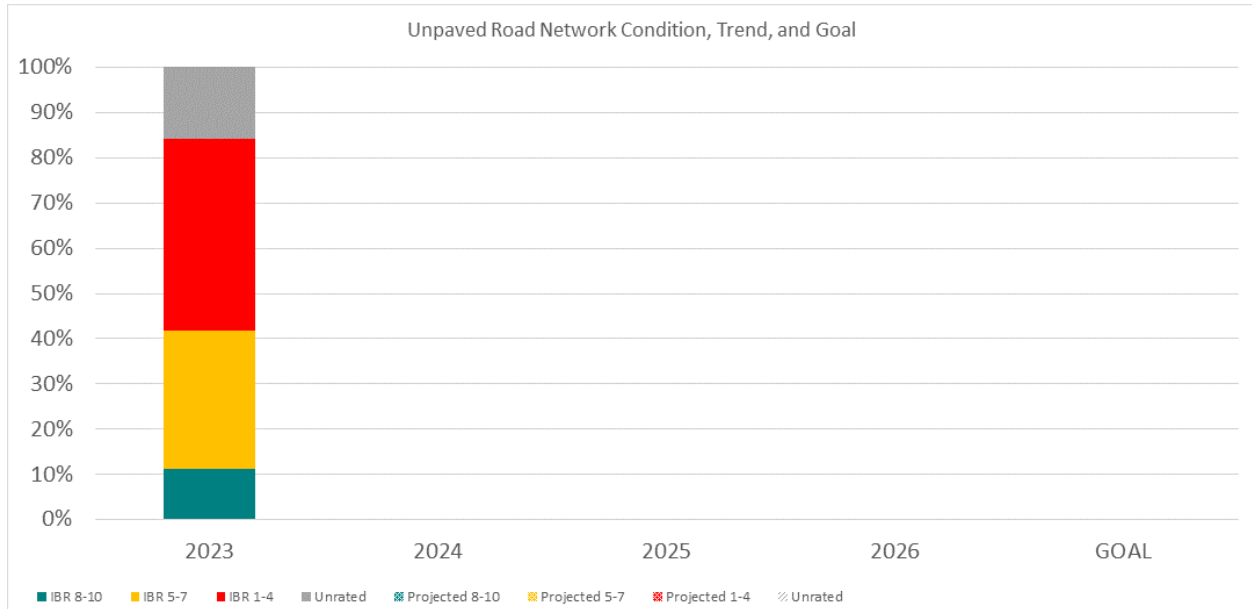
- What kinds of road assets Wyoming has in its jurisdiction, who owns them, and the different options for maintaining these assets.
- What tools and processes Wyoming uses to track and manage road assets and funds.
- What condition Wyoming's road assets are in compared to statewide averages.
- Why some road assets are in better condition than others and the path to maintaining and improving road asset conditions through proper planning and maintenance.
- How agency transportation assets are funded and where those funds come from.
- How funds are used, and the costs incurred during Wyoming's road assets' normal life cycle.
- What condition Wyoming can expect its road assets if those assets continue to be funded at the current funding levels.
- How changes in funding levels can affect the overall condition of all of Wyoming's road assets.

Wyoming owns and/or manages 262,361 centerline of roads. This road network can be divided into the city major network, the city local network, the unpaved road network, and the National Highway System (NHS) network based on the different factors these roads have that influence asset management decisions. A summary of Wyoming's historical and current network conditions, projected trends, and goals for city major network and city local network can be seen in the two figures, below:





A summary of Wyoming’s historical and current network conditions, projected trend and goal for the unpaved road network can be seen in the figure, below:



An asset management plan is required by Michigan Public Act 325 of 2018, and this document represents fulfillment of some of Wyoming’s obligations towards meeting these requirements. This asset management plan also helps demonstrate Wyoming’s responsible use of public funds by providing elected and appointed officials as well as the general public with inventory and condition information of Wyoming’s road assets and gives taxpayers the information they need to make informed decisions about investing in its essential transportation infrastructure.

# INTRODUCTION

Asset management is defined by Public Act 325 of 2018 as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals”. In other words, asset management is a process that uses data to manage and track assets, like roads and bridges, in a cost-effective manner using a combination of engineering and business principles. This process is endorsed by leaders in municipal planning and transportation infrastructure, including the Michigan Municipal League, County Road Association of Michigan, the Michigan Department of Transportation (MDOT), and the Federal Highway Administration (FHWA). Wyoming is supported in its use of asset management principles and processes by the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

Asset management, in the context of this plan, ensures that public funds are spent as effectively as possible to maximize the condition of the road network. Asset management also provides a transparent decision-making process that allows the public to understand the technical and financial challenges of managing road infrastructure with a limited budget.

The City of Wyoming (Wyoming) has adopted an “asset management” business process to overcome the challenges presented by having limited financial, staffing, and other resources while needing to meet road users’ expectations. Wyoming is responsible for maintaining and operating over 262.361 centerline of roads.

This plan outlines how Wyoming determines its strategy to maintain and upgrade road asset condition given agency goals, priorities of its road users, and resources provided. An updated plan is to be released approximately every three years to reflect changes in road conditions, finances, and priorities.

Questions regarding the use or content of this plan should be directed to Russ Henckel at 2660 Burlingame Ave, SW, Wyoming, MI, 49509 or at [russ.henckel@wyomingmi.gov](mailto:russ.henckel@wyomingmi.gov). Key terms used in this plan are defined in Wyoming’s comprehensive transportation asset management plan (also known as the “compliance plan”) used for compliance with PA 325 or 2018.

Knowing the basic features of the asset classes themselves is a crucial starting point to understanding the rationale behind an asset management approach. The following primer provides an introduction to pavements.

## **Pavement Primer**

Roads come in two basic forms—paved and unpaved. Paved roads have hard surfaces. These hard surfaces can be constructed from asphalt, concrete, composite (asphalt and concrete), sealcoat, and brick and block materials. On the other hand, unpaved roads have no hard surfaces. Examples of these surfaces are gravel and unimproved earth.

The decision to pave with a particular material as well as the decision to leave a road unpaved allows road-owning agencies to tailor a road to a particular purpose, environment, and budget. Thus, selecting a pavement type or leaving a road unpaved depends upon purpose, materials available, and budget. Each choice represents a trade-off between budget and costs for construction and maintenance.

Maintenance enables the road to fulfill its particular purpose. To achieve the maximum service for a pavement or an unpaved road, continual monitoring of a road's pavement condition is essential for choosing the right time to apply the right fix in the right place.

Here is a brief overview of the different types of pavements, how condition is assessed, and treatment options that can lengthen a road's service life.

### ***Surfacing***

Pavement type is influenced by several different factors, such as cost of construction, cost of maintenance, frequency of maintenance, and type of maintenance. These factors can have benefits affecting asset life and road user experience.

### ***Paved Surfacing***

Typical benefits and tradeoffs for hard surface types include:

- **Concrete pavement:** Concrete pavement, which is sometimes called a rigid pavement, is durable and lasts a long time when properly constructed and maintained. Concrete pavement can have longer service periods between maintenance activities, which can help reduce maintenance-related traffic disruptions. However, concrete pavements have a high initial cost and can be challenging to rehabilitate and maintain at the end of their service life. A typical concrete pavement design life will provide service for 30 years before major rehabilitation is necessary.
- **Hot-mix asphalt pavement (HMA):** HMA pavement, sometimes known as asphalt or flexible pavement, is currently less expensive to construct than concrete pavement (this is, in some part, due to the closer link between HMA material costs and oil prices that HMA pavements have in comparison with other pavement types). However, they require frequent maintenance activities to maximize their service life. A typical HMA pavement design life will provide service for 18 years before major rehabilitation is necessary. The vast majority of local-agency-owned pavements are HMA pavements.

- **Composite pavements:** Composite pavement is a combination of concrete and asphalt layers. Typically, composite pavements are old concrete pavements exhibiting ride-related issues that were overlaid by several inches of HMA in order to gain more service life from the pavement before it would need reconstruction. Converting a concrete pavement to a composite pavement is typically used as a “holding pattern” treatment to maintain the road in usable condition until reconstruction funds become available.
- **Sealcoat pavement:** Sealcoat pavement is a gravel road that has been sealed with a thin asphalt binder coating that has stone chips spread on top (not to be confused with a chip seal treatment over HMA pavement). This type of a pavement relies on the gravel layer to provide structure to support traffic, and the asphalt binder coating and stone chips shed water and eliminate the need for maintenance grading. Nonetheless, sealcoat pavement does require additional maintenance steps that asphalt and gravel do not require and does not last as long as HMA pavement, but it provides a low-cost alternative for lightly-trafficked areas and competes with asphalt for ride quality when properly constructed and maintained. Sealcoat pavement can provide service for ten or more years before the surface layer deteriorates and needs to be replaced.

### ***Unpaved Surfacing***

Typical benefits and tradeoffs for non-hard surfacing include:

- **Gravel:** Gravel is a low-cost, easy-to-maintain road surface made from layers of soil and aggregate (gravel). However, there are several potential drawbacks such as dust, mud, and ride smoothness when maintenance is delayed or traffic volume exceeds design expectations. Gravel roads require frequent low-cost maintenance activities. Gravel can be very cost effective for lower-volume, lower-speed roads. In the right conditions, a properly constructed and maintained gravel road can provide a service life comparable to an HMA pavement and can be significantly less expensive than the other pavement types.

### ***Pavement Condition***

Besides traffic congestion, pavement condition is what road users typically notice most about the quality of the roads that they regularly use—the better the pavement condition, the more satisfied users are with the service provided by the roadwork performed by road-owning agencies. Pavement condition is also a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. As pavements age, they transition between “windows” of opportunity when a specific type of treatment can be applied to gain an increase in quality and extension of service life. Routine maintenance is day-to-day, regularly-scheduled, low-cost activity applied to “good” roads to prevent water or debris intrusion. Capital preventive maintenance (CPM) is a planned set of cost-effective treatments for “fair” roads that corrects pavement defects, slows further deterioration, and maintains the functional condition without increasing structural capacity. Wyoming uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. More detail on this topic is included in the *Pavement Treatment* section of this primer.

Pavement condition data is also important because it allows road owners to evaluate the benefits of preventive maintenance projects. This data helps road owners to identify the most cost-effective use of road construction and maintenance dollars. Further, historic pavement condition data can enable road owners to predict future road conditions based on budget constraints and to determine if a road network's condition will improve, stay the same, or degrade at the current or planned investment level. This analysis can help determine how much additional funding is necessary to meet a network's condition improvement goals.

### ***Paved Road Condition Rating System***

Wyoming is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. Wyoming uses the Pavement Surface Evaluation and Rating (PASER) system to assess its paved roads. PASER was developed by the University of Wisconsin Transportation Information Center to provide a simple, efficient, and consistent method for evaluating road condition through visual inspection. The widely-used PASER system has specific criteria for assessing asphalt, concrete, sealcoat, and brick and block pavements. Information regarding the PASER system and PASER manuals may be found on the TAMC website at: [http://www.michigan.gov/tamc/0,7308,7-356-82158\\_82627---,00.html](http://www.michigan.gov/tamc/0,7308,7-356-82158_82627---,00.html).

The TAMC has adopted the PASER system for measuring statewide pavement conditions in Michigan for asphalt, concrete, composite, sealcoat, and brick-and-block paved roads. Broad use of the PASER system means that data collected at Wyoming is consistent with data collected statewide. PASER data is collected using trained inspectors in a slow-moving vehicle using GPS-enabled data collection software provided to road-owning agencies at no cost to them. The method does not require extensive training or specialized equipment, and data can be collected rapidly, which minimizes the expense for collecting and maintaining this data.

The PASER system rates surface condition using a 1-10 scale where 10 is a brand new road with no defects that can be treated with routine maintenance, 5 is a road with distresses but is structurally sound that can be treated with preventive maintenance, and 1 is a road with extensive surface and structural distresses that is in need of total reconstruction.

Roads with lower PASER scores generally require costlier treatments to restore their quality than roads with higher PASER scores. The cost effectiveness of treatments generally decreases as the PASER number decreases. In other words, as a road deteriorates, it costs more dollars per mile to fix it, and the dollars spent are less efficient in increasing the road's service life. Nationwide experience and asset management principles tell us that a road that has deteriorated to a PASER 4 or less will cost more to improve and the dollars spent are less efficient. Understanding this cost principle helps to draw meaning from the current PASER condition assessment.

The TAMC has developed statewide definitions of road condition by creating three simplified condition categories—“good”, “fair”, and “poor”—that represent bin ranges of PASER scores having similar contexts with regard to maintenance and/or reconstruction. The definitions of these rating conditions are:

- “Good” roads, according to the TAMC, have PASER scores of 8, 9, or 10. Roads in this category have very few, if any, defects and only require minimal maintenance; they may be kept in this category longer using PPM. These roads may include those that have been recently seal coated or newly constructed. Figure 1 illustrates an example of a road in this category.
- “Fair” roads, according to the TAMC, have PASER scores of 5, 6, or 7. Roads in this category still show good structural support, but their surface is starting to deteriorate. Figure 1 illustrates two road examples in this category. CPM can be cost effective for maintaining the road’s “fair” condition or even raising it to “good” condition before the structural integrity of the pavement has been severely impacted. CPM treatments can be likened to shingles on a roof of a house: while the shingles add no structural value, they protect the house from structural damage by maintaining the protective function of a roof covering.
- “Poor” roads, according to the TAMC, have PASER scores of 1, 2, 3, or 4. These roads exhibit evidence that the underlying structure is failing, such as alligator cracking and rutting. These roads must be rehabilitated with treatments like a heavy overlay, crush and shape, or total reconstruction. Figure 1 illustrates a road in this category.

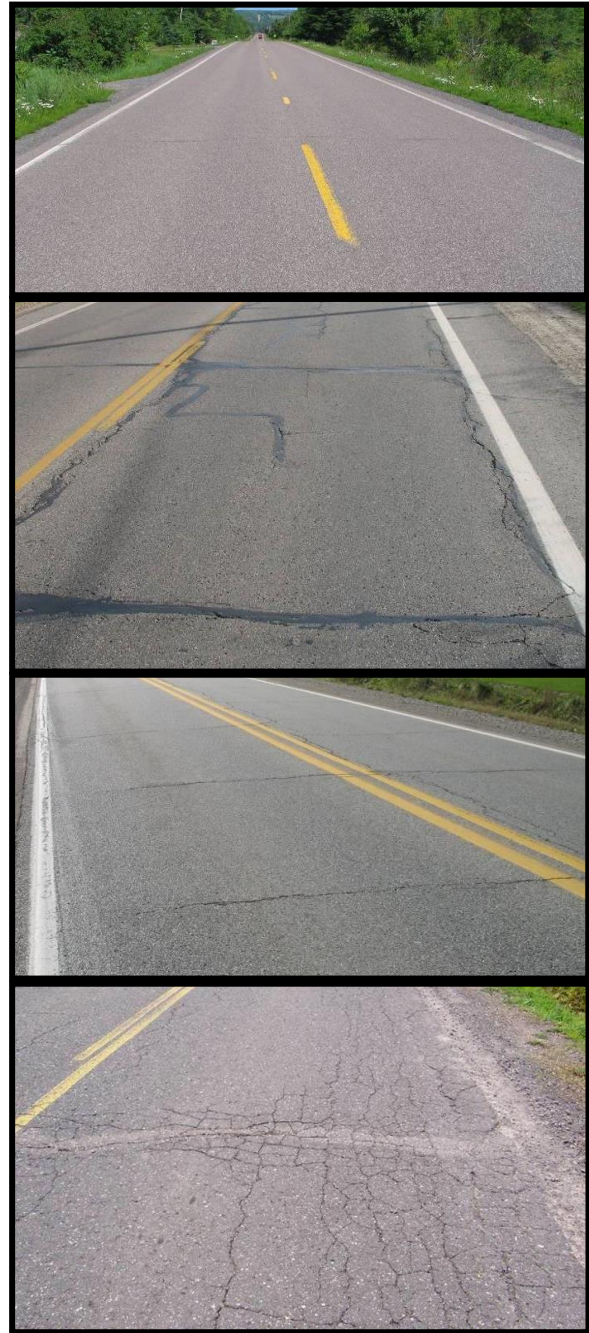


Figure 1: *Top image, right*– PASER 8 road that is considered “good” by the TAMC exhibit only minor defects. *Second image, right*– PASER 5 road that is considered “fair” by the TAMC. Exhibiting structural soundness but could benefit from CPM. *Third image, right*– PASER 6 road that is considered “fair” by the TAMC. *Bottom image, right*– PASER 2 road that is considered “poor” by the TAMC exhibiting significant structural distress.

The TAMC’s good, fair, and poor categories are based solely on the definitions, above. Therefore, caution should be exercised when comparing other condition assessments with these categories because other

condition assessments may have “good”, “fair”, or “poor” designations similar to the TAMC condition categories but may not share the same definition. Often, other condition assessment systems define the “good”, “fair”, and “poor” categories differently, thus rendering the data of little use for cross-system comparison. The TAMC’s definitions provide a statewide standard for all of Michigan’s road-owning agencies to use for comparison purposes.

PASER data is collected 100 percent every year on all federal-aid-eligible roads in Michigan. The TAMC dictates and funds the required training and the format for this collection, and it shares the data regionally and statewide. In addition, Wyoming uses Grand Valley Metro Council to collect its paved non-federal-aid-eligible network every two years for data on the entire road network.

### ***Pavement Treatments***

Selection of repair treatments for roads aims to balance costs, benefits, and road life expectancy. All pavements are damaged by water, traffic weight, freeze/thaw cycles, and sunlight. Each of the following treatments and strategies—reconstruction, structural improvements, capital preventive maintenance, and others used by Wyoming—counters at least one of these pavement-damaging forces.

### ***Reconstruction***

Pavement reconstruction treats failing or failed pavements by completely removing the old pavement and base and constructing an entirely new road (Figure 3). Every pavement has to eventually be reconstructed and it is usually done as a last resort after more cost-effective treatments are done, or if the road requires significant changes to road geometry, base, or buried utilities. Compared to the other treatments, which are all improvements of the existing road, reconstruction is the most extensive rehabilitation of the roadway and therefore, also the most expensive per mile and most disruptive to regular traffic patterns. Reconstructed pavement will subsequently require one or more of the previous maintenance treatments to maximize service life and performance. A reconstructed road lasts approximately 25 years and costs \$300,000 per lane mile. The following descriptions outline the main reconstruction treatments used by Wyoming.



Figure 2: Examples of reconstruction treatments—(left) reconstructing a road and (right) road prepared for full-depth repair.

### ***Full-depth Concrete Repair***

A full-depth concrete repair removes sections of damaged concrete pavement and replaces it with new concrete of the same dimensions (Figure 3). It is usually performed on isolated deteriorated joint locations or entire slabs that are much further deteriorated than adjacent slabs. The purpose is to restore the riding surface, delay water infiltration, restore load transfer from one slab to the next, and eliminate the need to perform costly temporary patching. This repair lasts approximately twelve (12) years and typically costs \$100,000 per mile.

### ***Structural Improvement***

Roads requiring structural improvements exhibit alligator cracking and rutting and rated poor in the TAMC scale. Road rutting is evidence that the underlying structure is beginning to fail and it must be either rehabilitated with a structural treatment. Examples of structural improvement treatments include HMA overlay with or without milling, and crush and shape (Figure 4). The following descriptions outline the main structural improvement treatments used by Wyoming.

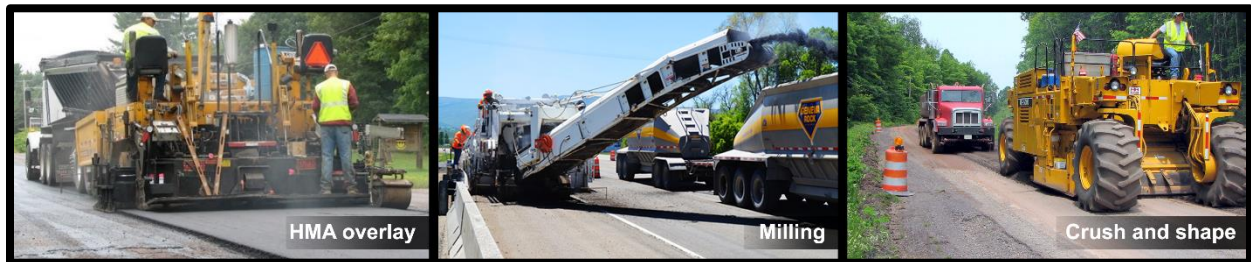


Figure 3: Examples of structural improvement treatments—(from left) HMA overlay on an unmilled pavement, milling asphalt pavement, and pulverization of a road during a crush-and-shape project.

### ***Hot-mix Asphalt (HMA) Overlay with/without Milling***

An HMA overlay is a layer of new asphalt (liquid asphalt and stones) placed on an existing pavement (Figure 4). Depending on the overlay thickness, this treatment can add significant structural strength. This treatment also creates a new wearing surface for traffic and seals the pavement from water, debris, and sunlight damage. An HMA overlay lasts approximately fifteen to twenty (15-20) years and costs \$50,000 to \$100,000 per lane mile. The top layer of severely damaged pavement can be removed by the milling, a technique that helps prevent structural problems from being quickly reflected up to the new surface. Milling is also done to keep roads at the same height of curb and gutter that is not being raised or reinstalled in the project. Milling adds \$10,000 per lane mile to the HMA overlay cost.

## ***Capital Preventive Maintenance***

Capital preventive maintenance (CPM) addresses pavement problems of fair-rated roads before the structural integrity of the pavement has been severely impacted. CPM is a planned set of cost-effective treatments applied to an existing roadway that slows further deterioration and that maintains or improves the functional condition of the system without significantly increasing the structural capacity. Examples of such treatments include crack seal, fog seal, chip seal, slurry seal, and microsurface (Figure 5). The purpose of the following CPM treatments is to protect the pavement structure, slow the rate of deterioration, and/or correct pavement surface deficiencies. The following descriptions outline the main CPM treatments used by Wyoming.



Figure 4: Examples of capital preventive maintenance treatments—(from left) crack seal, fog seal, chip seal, and slurry seal/microsurface.

### ***Crack Seal***

Water that infiltrates the pavement surface softens the pavement structure and allows traffic loads to cause more damage to the pavement than in normal dry conditions. Crack sealing helps prevent water infiltration by sealing cracks in the pavement with asphalt sealant (Figure 5). Wyoming seals pavement cracks early in the life of the pavement to keep it functioning as strong as it can and for as long as it can. Crack sealing lasts approximately seven years and costs \$4,000 per lane mile. Even though it does not last very long compared to other treatments, it does not cost very much compared to other treatments. This makes it a very cost effective treatment when Wyoming looks at what crack filling costs per year of the treatment's life.

### ***Fog Seal***

Fog sealing sprays a liquid asphalt coating onto the entire pavement surface to fill hairline cracks and prevent damage from sunlight (Figure 5). Fog seals are best for good to very good pavements and last approximately two years at a cost of \$1,000 per lane mile.

### ***Chip Seal***

A chip seal, also known as a sealcoat, is a two-part treatment that starts with liquid asphalt sprayed onto the old pavement surface followed by a single layer of small stone chips spread onto the wet liquid asphalt layer (Figure 5). The liquid asphalt seals the pavement from water and debris and holds the stone chips in place, providing a new wearing surface for traffic that can correct friction problems and helping to prevent further surface deterioration. Chip seals are best applied to pavements that are not exhibiting problems with strength, and their purpose is to help preserve that strength. These treatments last

approximately five years and cost \$12,000 per lane mile. Wyoming has elected not to use this method of treatment.

### *Slurry Seal/Microsurface*

A slurry seal or microsurface's purpose is to protect existing pavement from being damaged by water and sunlight. The primary ingredients are liquid asphalt (slurry seal) or modified liquid asphalt (microsurface), small stones, water and portland cement applied in a very thin (less than a half an inch) layer (Figure 5). The main difference between a slurry seal and a microsurface is the modified liquid asphalt used in microsurfacing provides different curing and durability properties, which allows microsurfacing to be used for filling pavement ruts. Since the application is very thin, these treatments do not add any strength to the pavement and only serves to protect the pavement's existing strength by sealing the pavement from sunlight and water damage. These treatments work best when applied before cracks are too wide and too numerous. A slurry seal treatment lasts approximately four years and costs \$20,000 per lane mile, while a microsurface treatment tends to last for seven years and costs \$25,000 per lane mile. Wyoming has elected not to use this method of treatment.

### *Partial-Depth Concrete Repair*

A partial-depth concrete repair involves removing spalled (i.e., fragmented) or delaminated (i.e., separated into layers) areas of concrete pavement, usually near joints and cracks and replacing with new concrete (Figure 6). This is done to provide a new wearing surface in isolated areas, to slow down water infiltration, and to help delay further freeze/thaw damage. This repair lasts approximately five years and typically costs \$20,000 per mile.



Figure 5: Examples of capital preventive maintenance treatments, cont'd—(from left) concrete road prepared for partial-depth repair, gravel road undergoing maintenance grading, and gravel road receiving dust control application (dust control photo courtesy of Weld County, Colorado, weldgov.com).

### ***Maintenance***

Maintenance is the most cost-effective strategy for managing road infrastructure and prevents good and fair roads from reaching the poor category, which require costly rehabilitation and reconstruction treatments to create a year of service life. It is most effective to spend money on routine maintenance and CPM treatments, first; then, when all maintenance project candidates are treated, reconstruction and rehabilitation can be performed as money is available. This strategy is called a “mix-of-fixes” approach to managing pavements.

# 1. PAVEMENT ASSETS

Building a mile of new road can cost over \$1 million due to the large volume of materials and equipment that are necessary. The high cost of constructing road assets underlines the critical nature of properly managing and maintaining the investments made in this vital infrastructure. The specific needs of every mile of road within an agency's overall road network is a complex assessment, especially when considering rapidly changing conditions and the varying requisites of road users; understanding each road-mile's needs is an essential duty of the road-owning agency.

In Michigan, many different governmental units (or agencies) own and maintain roads, so it can be difficult for the public to understand who is responsible for items such as planning and funding construction projects, [patching] repairs, traffic control, safety, and winter maintenance for any given road. MDOT is responsible for state trunkline roads, which are typically named with "M", "I", or "US" designations regardless of their geographic location in Michigan. Cities and villages are typically responsible for all public roads within their geographic boundary with the exception of the previously mentioned state trunkline roads managed by MDOT. County road commissions (or departments) are typically responsible for all public roads within the county's geographic boundary, with the exception of those managed by cities, villages, and MDOT.

In cases where non-trunkline roads fall along jurisdictional borders, local and intergovernmental agreements dictate ownership and maintenance responsibility. Quite frequently, roads owned by one agency may be maintained by another agency because of geographic features that make it more cost effective for a neighboring agency to maintain the road instead of the actual road owner. Other times, road-owning agencies may mutually agree to coordinate maintenance activities in order to create economies of scale and take advantage of those efficiencies.

Wyoming is responsible for a total of 262.361 centerline of public roads, as shown in Figure 6.

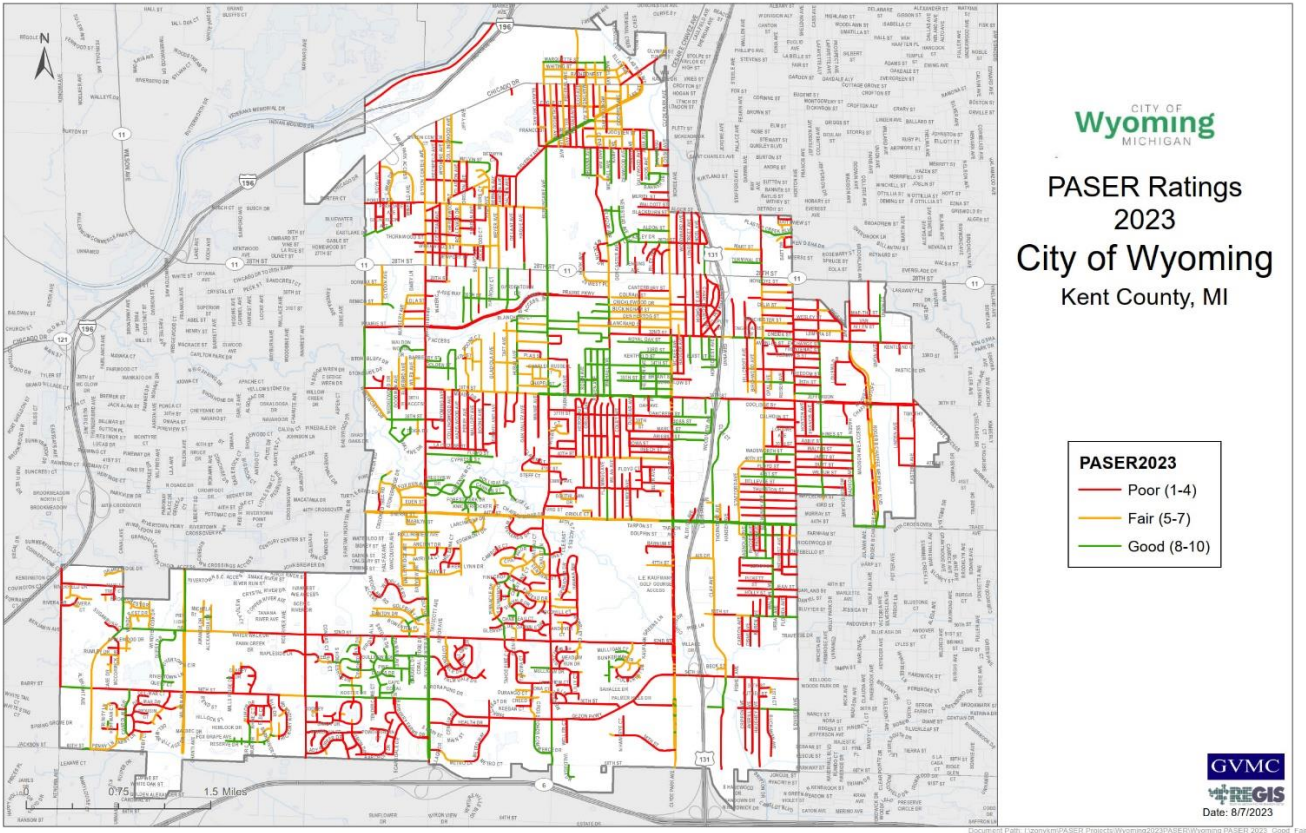


Figure 6: Map showing location of Wyoming's paved roads (i.e., those managed by Wyoming) and their current condition for paved roads with green for good (i.e., PASER 10, 9, 8), yellow for fair (i.e., PASER 7, 6, 5), and red for poor (i.e., PASER 4, 3, 2, 1), as well as the location of Wyoming's unpaved roads in blue

## Inventory

Michigan Public Act 51 of 1951 (PA 51), which defines how funds from the Michigan Transportation Fund (MTF) are distributed to and spent by road-owning agencies, classifies roads owned by Wyoming as either city major or city local roads. State statute prioritizes expenditures on the city major road network.

Figure 7 illustrates the percentage of roads owned by Wyoming that are classified as city major and city local roads. Figure 8 illustrates this breakdown of these road networks by township boundary within Wyoming's jurisdiction.

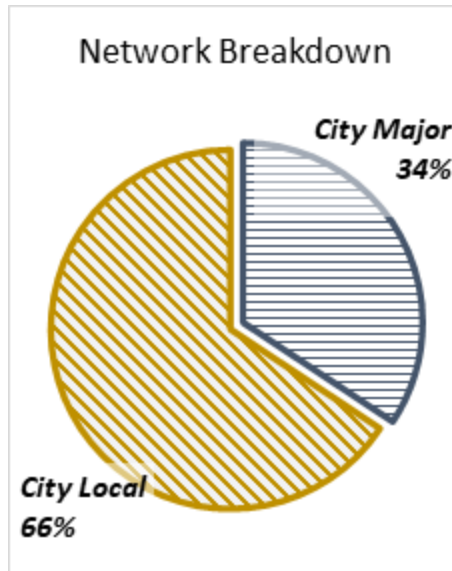


Figure 7: Percentage of city major and city local roads for Wyoming.

Wyoming manages 20.054 miles of roads that are part of the National Highway System (NHS)—in other words, those roads that are critical to the nation’s economy, defense, and mobility—and monitors and maintains their condition. The NHS is subject to special rules and regulations and has its own performance metrics dictated by the FHWA. While most NHS roads in Michigan are managed by MDOT, Wyoming manages a percentage of those roads located in its jurisdiction, as shown in Figure 8.

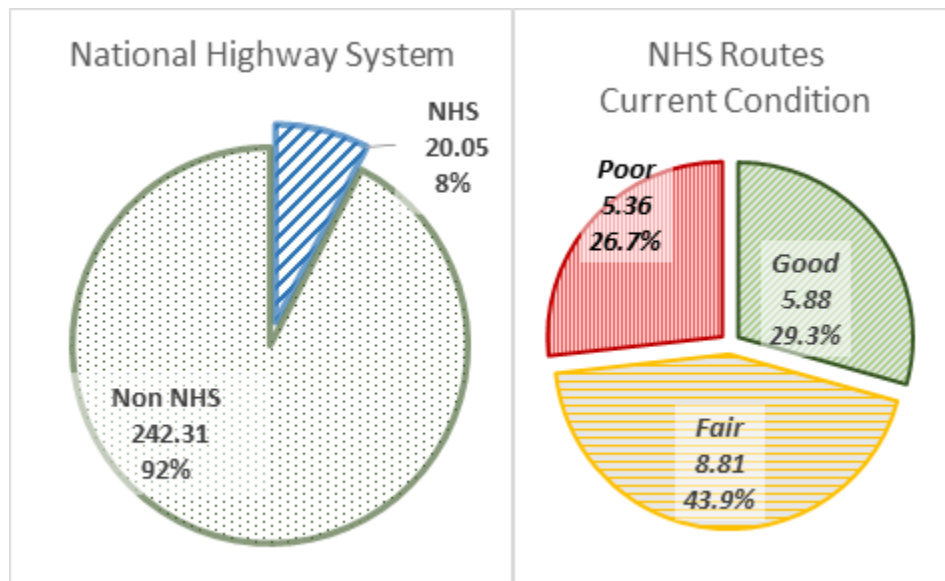


Figure 8: Miles of roads managed by Wyoming that are part of the National Highway System and condition.

Wyoming also owns and manages 0.921 miles of unpaved roads.

**Types**

Wyoming has multiple types of pavements in its jurisdiction, including: asphalt, concrete, and undefined; it also has unpaved roads (i.e., gravel and/or earth). Factors influencing pavement type include cost of construction, cost of maintenance, frequency of maintenance, type of maintenance, asset life, and road user experience. More information on pavement types is available in the Introduction’s Pavement Primer.

Figure 9 illustrates the percentage of various pavement types that Wyoming has in its network. .

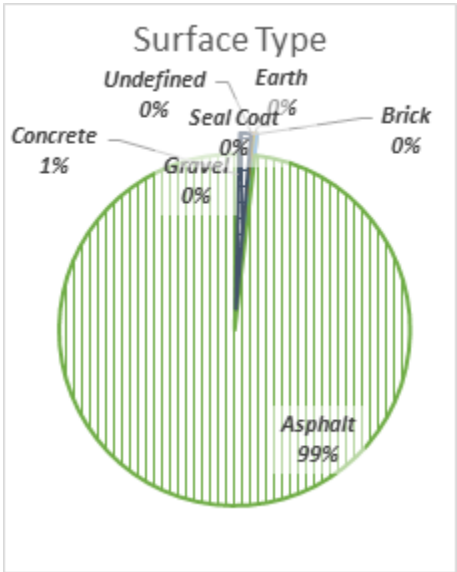


Figure 9: Pavement type by percentage maintained by Wyoming Undefined pavements have not been inventoried in Wyoming’s asset management system to date, but will be included as data becomes available.

**Locations**

Locations and sizes of each asset can be found in Wyoming’s Roadsoft database. For more detail, please refer to the agency contact listed in the *Introduction* of this pavement asset management plan.

**Condition**

The road characteristic that road users most readily notice is pavement condition. Pavement condition is a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. Wyoming uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. Pavement condition data enables Wyoming to evaluate the benefits of preventive maintenance projects and to identify the most cost-effective use of road construction and maintenance dollars. Historic pavement condition data can be used to predict future road conditions based on budget constraints and to determine if a road network’s condition will improve, stay the same, or degrade at the current or planned investment level. This analysis helps to determine how much additional

funding is necessary to meet a network’s condition improvement goals. More detail on this topic is included in the Introduction’s *Pavement Primer*.

### ***Paved Roads***

Wyoming is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. Wyoming uses the Pavement Surface Evaluation and Rating (PASER) system, which has been adopted by the TAMC for measuring statewide pavement conditions, to assess its paved roads. The PASER system provides a simple, efficient, and consistent method for evaluating road condition through visual inspection. More information regarding the PASER system can be found in the Introduction’s *Pavement Primer*.

Wyoming collects 100 percent of its PASER data every two years on all federal-aid-eligible roads in Michigan. In addition, Wyoming uses Grand Valley Metro Council to collect 100 percent of its paved non-federal-aid-eligible network every two years for data on the entire road network.

Wyoming’s 2023 paved city major road network has 21 percent of roads in the TAMC good condition category, 31 percent in fair, and 48 percent in poor (Figure 10A). The paved city local road network has 22 percent in good, 23 percent in fair, and 55 percent in poor (Figure 10B).

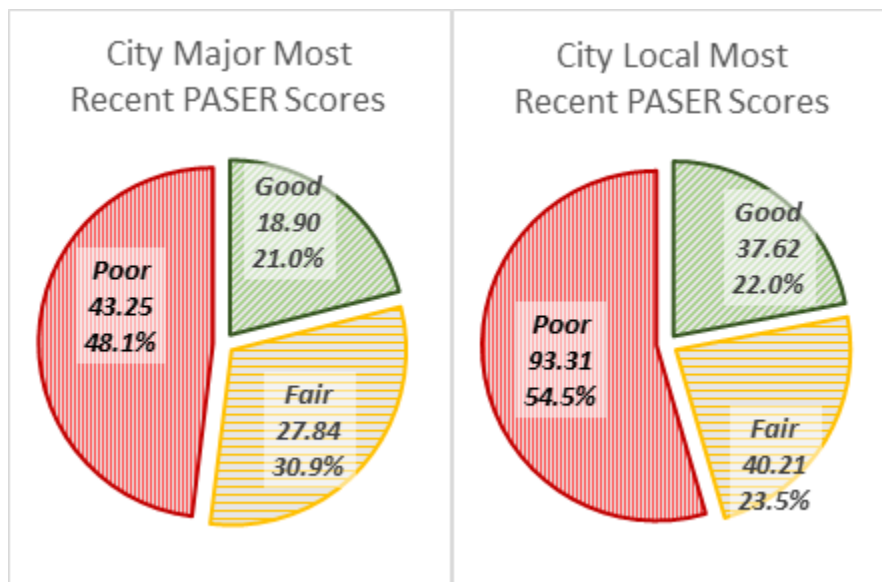


Figure 10: (A) Left: Wyoming paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor

In comparison, the statewide paved city major road network has 25.0 percent of roads in the TAMC good condition category, 42.0 percent in fair, and 33.0 percent in poor (Figure 11A). The statewide paved city local road network has 20.0 percent in good, 35.0 percent in fair, and 45.0 percent in poor (Figure 11B). Comparing Figure 13A and Figure 14A shows that Wyoming’s paved city major road network is worse than similarly-classified roads in the rest of the state, while Figure 10B and Figure 11B show that Wyoming’s paved city local road network is worse than similarly-classified roads in the rest of the state.

Other road condition graphs can be viewed on the TAMC pavement condition dashboard at: <http://www.mcgi.state.mi.us/mitrp/Data/PaserDashboard.aspx>.

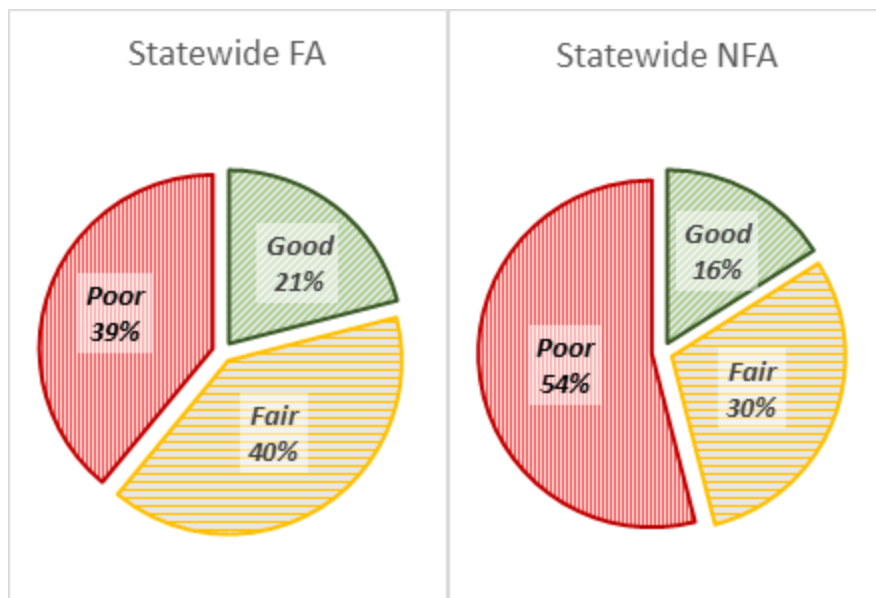


Figure 11: (A) Left: Statewide paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor

Figure 12 and Figure 13 show the number of miles for Wyoming’s roads with PASER scores expressed in TAMC definition categories for the paved city major road network (Figure 12) and the paved city local road network (Figure 13). Wyoming considers road miles on the transition line between good and fair (PASER 8) and the transition line between fair and poor (PASER 5) as representing parts of the road network where there is a risk of losing the opportunity to apply less expensive treatments that gain significant improvements in service life.

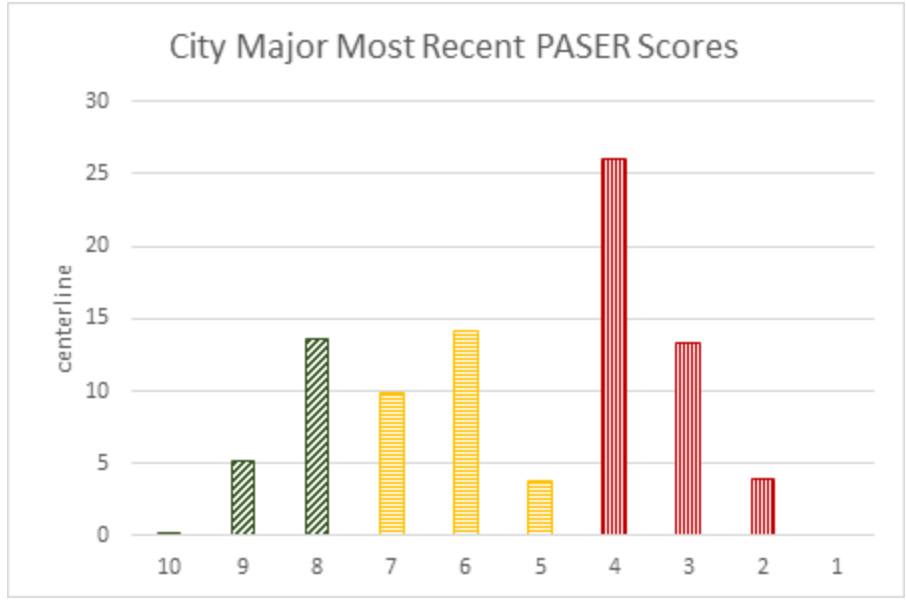


Figure 12: Wyoming paved city major road network conditions. Bar graph colors correspond to good/fair/poor TAMC designations.

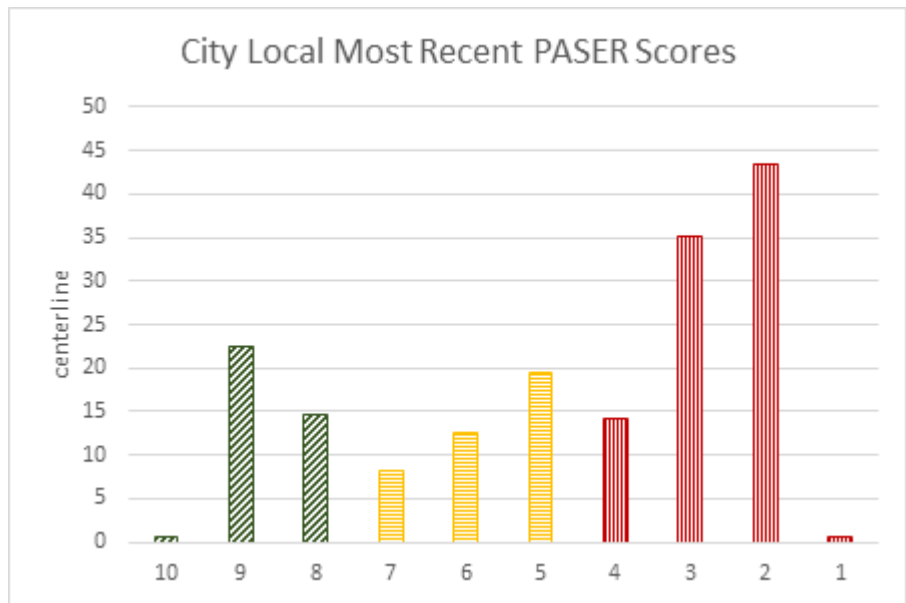


Figure 13: Wyoming paved city local network condition by PASER rating. Bar graph colors correspond to good/fair/poor TAMC designations.



Historically, the overall quality of Wyoming’s paved city major roads have been staying the same, as can be observed in Figure 19.

Comparing Wyoming’s paved city major road condition trends illustrated in Figure 14 with overall statewide condition trends for similarly-classified roads, which are illustrated in Figure 15, shows a similar trend locally as in the rest of the state.

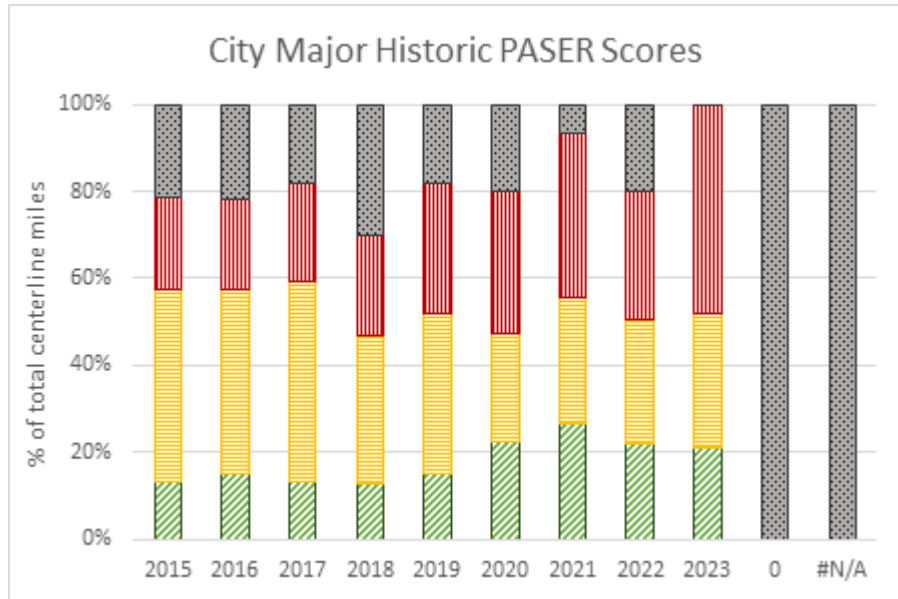


Figure 14: Historical Wyoming paved city major road network condition trend

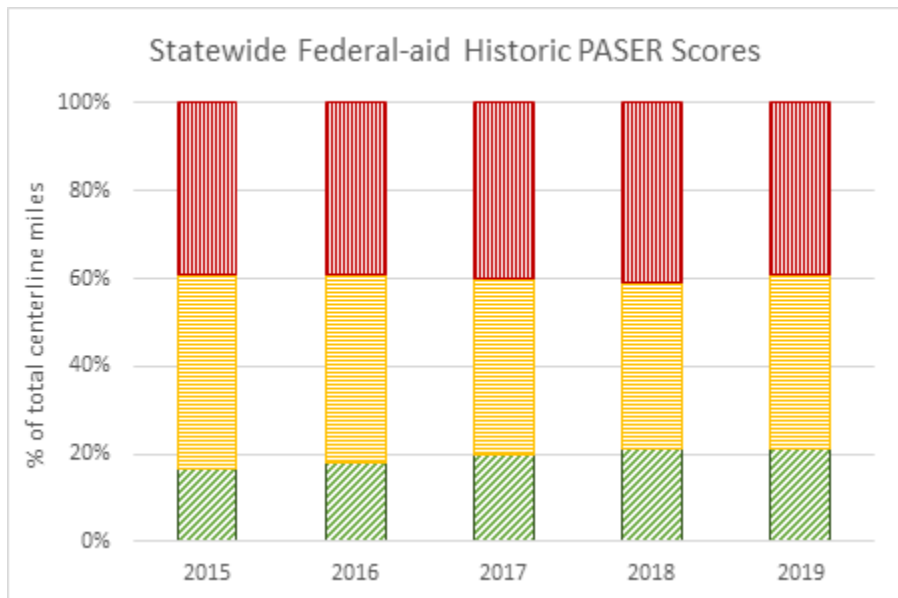


Figure 15: Historical statewide city major road network condition trend

Historically, the overall quality of Wyoming’s paved city local roads have been Increasing more than the paved city major road network because they are supported locally. Figure 16 illustrates the condition of the paved city local road network in Wyoming while Figure 17 illustrates these conditions statewide.

Comparing Wyoming’s paved city local road condition trends illustrated in Figure 16 with overall statewide condition trends for all paved city local roads illustrated in Figure 17 indicates a similar trend locally as in the rest of the state. The year-to-year variation in the paved city local road network is likely due to the fact that only a portion of the network is collected each year, both locally and statewide. This variation is likely a result of reporting bias since a representative sample of roads is not collected each year.

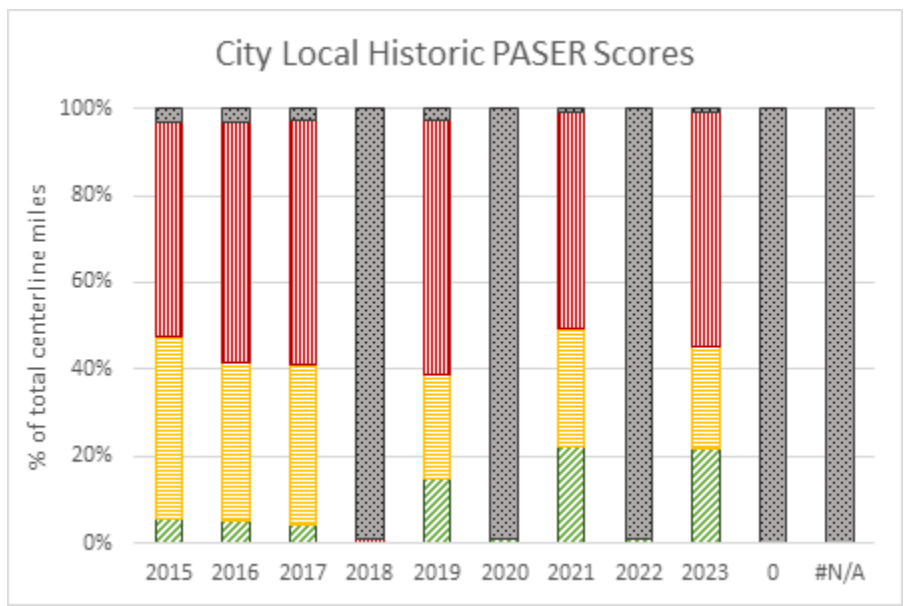


Figure 16: Historical Wyoming paved city local road network condition trend

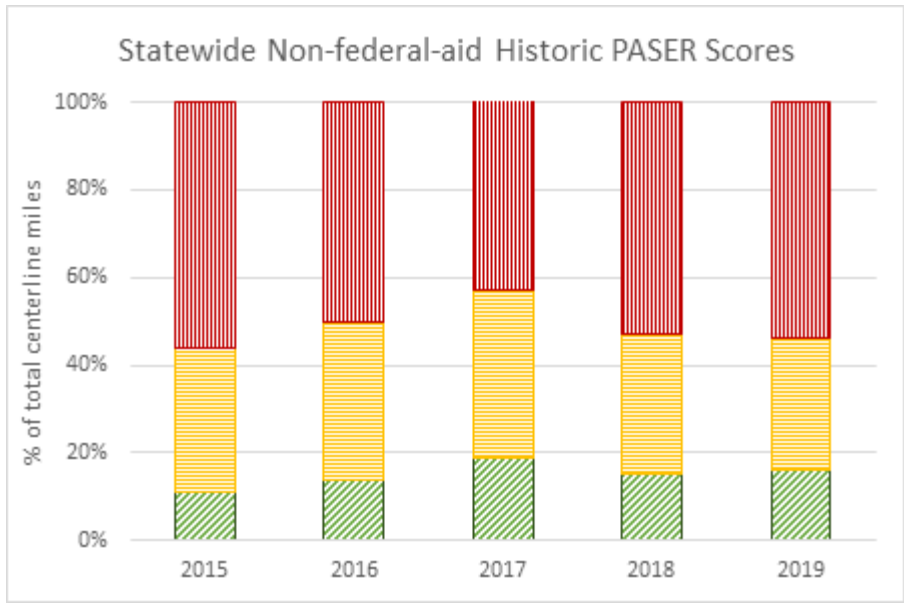


Figure 17: Historical statewide paved city local road network condition trend

## Goals

Goals help set expectations to how pavement conditions will change in the future. Pavement condition changes are influenced by water infiltration, soil conditions, sunlight exposure, traffic loading, and repair work performed. Wyoming is not able to control any of these factors fully due to seasonal weather changes, traffic pattern changes, and its limited budget. In spite of the uncontrollable variables, it is still important to set realistic network condition goals that efficiently use budget resources to build and maintain roads meeting taxpayer expectations. An assessment of the progress toward these goals is provided in the *1. Pavement Assets: Gap Analysis* section of this plan.

### ***Goals for Paved City Major Roads***

The overall goal for Wyoming’s paved city major road network is to maintain or improve road conditions network-wide at 2023 levels. The baseline condition for this goal is illustrated in Figure 18.

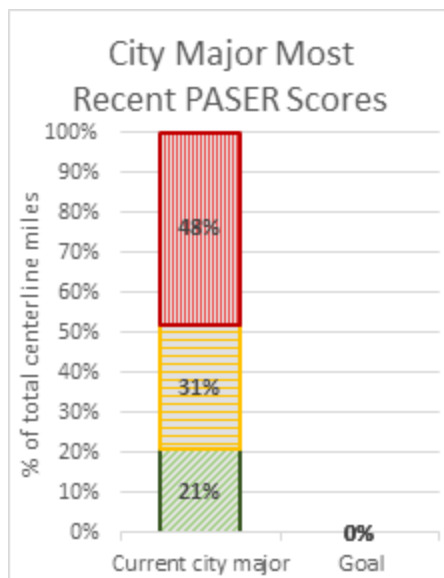


Figure 18: Wyoming's 2023 city major road network condition by percentage of good/fair/poor

Wyoming's network-level pavement condition strategy for paved city major roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city major from becoming poor (PASER 4 - 1).
2. Move 35 percent of paved city major roads out of the poor category.

### ***Goals for Paved City Local Roads***

The overall goal for Wyoming's paved city local road network is to maintain or improve road conditions network-wide at 2023 levels. The baseline condition for this goal is illustrated in Figure 19.

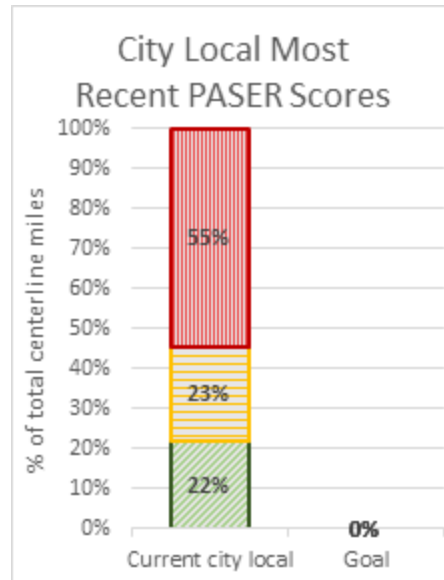


Figure 19: Wyoming 2023 paved city local road network condition by percentage of good/fair/poor

Wyoming’s network-level pavement condition strategy for paved city local roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city local roads from becoming poor (PASER 4 - 1).
2. Move 28 percent of paved city local roads out of the poor category.

## Modelled Trends

Roads age and deteriorate just like any other asset. All pavements are damaged by water, traffic weight, freeze/thaw cycles, sunlight, and traffic weight. To offset natural deterioration and normal wear-and-tear on the road, Wyoming must complete treatment projects that either protect and/or add life to its pavements. The year-end condition of the whole network depends upon changes or preservation of individual road section condition that preservation treatments have affected.

Wyoming uses many types of repair treatments for its roads, each selected to balance costs, benefits, and road life expectancy. When agency trends are modelled, any gap between goals and accomplishable work becomes evident. Financial resources influence how much work can be accomplished across the network within agency budget and what treatments and strategies can be afforded; a full discussion of Wyoming’s financial resources can be found in the 5. *Financial Resources* section.

Treatments and strategies that counter pavement-damaging forces include reconstruction, structural improvement, capital preventive maintenance, innovative treatments, and maintenance. For a complete discussion on the pavement treatment tools, refer to the *1. Introduction's Pavement Primer*.

Correlating with each PASER score are specific types of treatments best performed either to protect the pavement (CPM) or to add strength back into the pavement (structural improvement) (Table 1). MDOT provides guidance regarding when a specific pavement may be a candidate for a particular treatment. These identified PASER scores “trigger” the timing of projects appropriately to direct the right pavement fix at the right time, thereby providing the best chance for a successful project. The information provided in Table 1 is a guide for identifying potential projects; however, this table should not be the sole criteria for pavement treatment selection. Other information such as future development, traffic volume, utility projects, and budget play a role in project selection. This table should not be a substitute for engineering judgement.

**Table 1: Service Life Extension (in Years) for Pavement Types Gained by Fix Type<sup>1</sup>**

Fix Type	Life Extension (in years)*			
	Flexible	Composite	Rigid	PASER
HMA crack treatment	1-3	1-3	N/A	6-7
Overband crack filling	1-2	1-2	N/A	6-7
One course non-structural HMA overlay	5-7	4-7	N/A	4-5****
Mill and one course non-structural HMA overlay	5-7	4-7	N/A	3-5
Single course chip seal	3-6	N/A	N/A	5-7†
Double chip seal	4-7	3-6	N/A	5-7†
Single course microsurface	3-5	**	N/A	5-6
Multiple course microsurface	4-6	**	N/A	4-6****
Ultra-thin HMA overlay	3-6	3-6	N/A	4-6****
Paver placed surface seal	4-6	**	N/A	5-7
Full-depth concrete repair	N/A	N/A	3-10	4-5***
Concrete joint resealing	N/A	N/A	1-3	5-8
Concrete spall repair	N/A	N/A	1-3	5-7
Concrete crack sealing	N/A	N/A	1-3	4-7
Diamond grinding	N/A	N/A	3-5	4-6
Dowel bar retrofit	N/A	N/A	2-3	3-5***
Longitudinal HMA wedge/scratch coat with surface treatment	3-7	N/A	N/A	3-5****
Flexible patching	**	**	N/A	N/A
Mastic joint repair	1-3	1-3	N/A	4-7
Cape seal	4-7	4-7	N/A	4-7
Flexible interlayer "A"	4-7	4-7	N/A	4-7
Flexible interlayer "B" (SAMI)	4-7	4-7	N/A	3-7
Flexible interlayer "C"	4-7	4-7	N/A	3-7
Fiber reinforced flexible membrane	4-7	4-7	N/A	3-7
Fog seal	**	**	N/A	7-10
GSB 88	**	**	N/A	7-10
Mastic surface treatment	**	**	N/A	7-10
Scrub seal	**	**	N/A	4-8

\* The time range is the expected life extending benefit given to the pavement, not the anticipated longevity of the treatment.

\*\* Data is not available to quantify the life extension.

\*\*\* The concrete slabs must be in fair to good condition.

\*\*\*\* Can be used on a pavement with a PASER equal to 3 when the sole reason for rating is rutting or severe raveling of the surface asphalt layer.

† For PASER 4 or less providing structural soundness exists and that additional pre-treatment will be required for example, wedging, bar seals, spot double chip seals, injection spray patching or other pre-treatments.

<sup>1</sup> Part of Appendix D-1 from *MDOT Local Agency Programs Guidelines for Geometrics on Local Agency Projects* 2017 Edition Approved Preventive Maintenance Treatments

***NCPP Network Quick Check to Forecast Future Trends***

The National Center for Pavement Preservation (NCPP) has developed an analysis method that gives an overall indicator of likely future road network condition trends. An example of this method along with a description is included as Appendix D.

The NCPP Quick Check works under the premise that a one-mile road segment loses one year of life each year that it is not treated with a maintenance, rehabilitation, or reconstruction project. For example, a 100-mile network loses 100 mile-years’ worth of life each year that it is not treated. Construction and maintenance projects add life to a road network, offsetting the steady yearly loss. For example, an overlay project that is expected to last 10 years and constructed on 5 miles of pavement will add 10-years x 5 miles = 50 mile-years of improvement, which is about half the value lost in one year on the example 100-mile network. In order for the network to remain stable, an agency would need to complete projects every year that offset all of the mile-years of loss, for this example 100 mile-years.

***Paved City Major Roads***

Table 2 illustrates the calculations for the NCPP Quick Check method of Wyoming’s paved city major road network. The treatments outlined in Table 2 are the average treatment volume of planned projects scheduled to be completed in 2023-2025. The *1. Pavement Assets: Planned Projects* section of this plan provides further detail. Results from the NCPP Quick Check for the paved city major roads indicate the average volume of work that Wyoming has been able to afford over the last five years is close to keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing deficit over time as costs increase and miles of work decrease.

<b>Table 2: Roadsoft Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Modelled Trends: NCPP Quick Check Method for Paved City Major Road Network (90.038 miles)</b>			
<b>Treatment Name</b>	<b>Annual Miles of Treatment</b>	<b>Years of Life</b>	<b>Trigger-Reset</b>
Crack Seal	8	5	7–7
Resurface	4	12	3,4,5,6
Reconstruct	1	20	1,2,3,4
[Treatment 5]			
[Treatment 6]			
[Treatment 7]			
[Treatment 8]			

The NCPP analysis of Wyomingplanned projects from its currently-available budget does not allow Wyoming to reach its pavement condition goal given the projects planned for the next three years.

*Paved City Local Road*

Table 3 illustrates the calculations for the NCPP Quick Check method of Wyoming’s paved city local road network. The treatments outlined in Table 3 are the average treatment volume of planned projects scheduled to be completed in 2023-2025. The *1. Pavement Assets: Planned Projects* section of this plan provides further detail. Results from the NCPP Quick Check for the paved city local roads indicate the average volume of work that Wyoming has been able to afford over the last five years is not keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing shortage of necessary miles of projects necessary to maintain current conditions.

<b>Table 3: Roadsoft Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Modelled Trends: NCPP Quick Check Method for Paved City Local Road Network (172.323 miles)</b>			
<b>Treatment Name</b>	<b>Annual Miles of Treatment</b>	<b>Years of Life</b>	<b>Trigger-Reset</b>
Crack Seal	4	7	7-7
Resurface	18	20	3,4,5,6
Reconstruct	2	25	1,2,3,4
[Treatment 5]			
[Treatment 6]			
[Treatment 7]			
[Treatment 8]			

The NCPP analysis of Wyoming’s planned projects from its currently available budget does not allow Wyoming to reach its pavement condition goals given the projects planned for the next three years.

## **Planned Projects**

Wyoming plans construction and maintenance projects several years in advance. A multi-year planning threshold is required due to the time necessary to plan, design, and finance construction and maintenance projects on the paved city major road network. This includes planning and programming requirements from state and federal agencies that must be met prior to starting a project and can include studies on environmental and archeological impacts, review of construction and design documents and plans, documentation of rights-of-way ownership, planning and permitting for storm water discharges, and other regulatory and administrative requirements.

Per PA 499 of 2002 (later amended by PA 199 of 2007), road projects for the upcoming three years are required to be reported annually to the TAMC. Planned projects represent the best estimate of future

activity; however, changes in design, funding, and permitting may require Wyoming to alter initial plans. Project planning information is used to predict the future condition of the road networks that Wyoming maintains. The *1. Pavement Assets: Modelled Trends* section of this plan provides a detailed analysis of the impact of the proposed projects on their respective road networks.

Wyoming plans to do the following projects:

## **City of Wyoming Planned Projects**

### **Major Street Construction 2023 - 2025**

#### **2023 Major Street Construction**

Gezon Parkway, Clyde Park Ave to Byron Center Ave	Mill & Resurface
54 <sup>th</sup> Street, Clyde Park Ave to Division Ave	Mill & Resurface
Eastern Ave, 28 <sup>th</sup> St to 44 <sup>th</sup> St	Mill & Resurface
Eastern Ave, 28 <sup>th</sup> St to 44 <sup>th</sup> St	Sidewalk Construction
Eastern Ave, 28 <sup>th</sup> St to 44 <sup>th</sup> St	Traffic Signal Upgrade
Canal Ave, 52 <sup>nd</sup> St to North City Limit	Mill & Resurface
Milan Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface

#### **2024 Major Street Construction**

Kenowa Ave, South City Limit to North City Limit	Mill & Resurface
Clyde Park Ave, 36 <sup>th</sup> St to 44 <sup>th</sup> St	Mill & Resurface

#### **2025 Major Street Construction**

Burlingame Ave, 36 <sup>th</sup> St to 44 <sup>th</sup> St	Mill & Resurface
Burlingame Ave, 44 <sup>th</sup> St to 52 <sup>nd</sup> St	Mill & Resurface
Byron Center Ave at 56 <sup>th</sup> St	Dual Left Turn Lanes
Burton St, Burlingame Ave to Clyde Park Ave	Reconstruction & Road Diet
Division Ave, 36 <sup>th</sup> St to 44 <sup>th</sup> St	Watermain Reconstruction

## **Local Street Construction 2023 - 2025**

### **2023 Local Street Construction**

Fisher Ave, 54 <sup>th</sup> St to South End	Mill & Resurface
Canal Ave, 52 <sup>nd</sup> St to North City Limit	Mill & Resurface
Jacob St, Canal Ave to Kenowa Ave	Mill & Resurface
56 <sup>th</sup> St, Burlingame Ave to Gezon Parkway	Mill & Resurface
56 <sup>th</sup> St, Gezon Parkway to Clyde Park Ave	Mill & Resurface
Simon Dr, Barcroft Dr to N. End	Mill & Resurface
Vicky Dr, Simon Ct to Bethanne Dr	Mill & Resurface
Bethanne Dr, Vicky Dr to Koster Dr	Mill & Resurface
Koster Dr, 56 <sup>th</sup> St to South End	Mill & Resurface
Lacrosse St, West End to East End	Mill & Resurface
Collingwood Ave, 36 <sup>th</sup> St to Lacrosse St	Mill & Resurface
Hazlewood Ave, 36 <sup>th</sup> St to Lacrosse St	Mill & Resurface
Perry Ave, 36 <sup>th</sup> St to Lacrosse St	Mill & Resurface
Mallory Ave, North End to Floyd St	Mill & Resurface
Meade Ave, Perry Ave to Mallory Ave	Mill & Resurface
38 <sup>th</sup> St, Byron Center Ave to East End	Mill & Resurface
Palmdale Dr, Byron Center Ave to East of Palm Dale Ct	Mill & Resurface
Kelloggsville Park Parking Lot	Mill & Resurface
Plastico, Chicago Dr to Godfrey Ave	Mill & Resurface
Milan Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Roys Ave, Porter St to South End	Mill & Resurface
Noel Ave, Alger St to 26 <sup>th</sup> St	Watermain Reconstruction
Longstreet Ave, Alger to 26 <sup>th</sup> St	Watermain Reconstruction
Wykes Ave, Noel Ave to 26 <sup>th</sup> St	Watermain Reconstruction
Jordan St, Division Ave to West End	Watermain Reconstruction
Calhoun St, Division Ave to West End	Watermain Reconstruction

Lorraine Ave, 39<sup>th</sup> St to North End  
Opal Ave, 39<sup>th</sup> St to North End  
60<sup>th</sup> St, Clyde Park Ave to West 2500 feet

Watermain Reconstruction  
Watermain Reconstruction  
Water and Sanitary Sewer Construction

## **2024 Local Street Construction**

Del Mar Dr, Wilson Ave to Ayrshire Dr	Mill & Resurface
Ayrshire Dr, 56 <sup>th</sup> St to Del Mar Dr.	Mill & Resurface
Groveland Ave, 36 <sup>th</sup> St to S. End	Mill & Resurface
39 <sup>th</sup> St, Groveland Ave to W. End	Mill & Resurface
Iowa St, Groveland Ave to Boone Ave	Mill & Resurface
Taft Ave, 36 <sup>th</sup> St to S. End	Mill & Resurface
38 <sup>th</sup> St, Taft Ave to Hubal Ave	Mill & Resurface
Oak Valley Ave, 36 <sup>th</sup> St to S. End	Mill & Resurface
Minnie Ave, 36 <sup>th</sup> St to S. End	Mill & Resurface
37 <sup>th</sup> St, Burlingame Ave to Havana Ave	Mill & Resurface
Oakcrest St, Havana Ave to Dunbar Ave	Mill & Resurface
Beech St, Burlingame Ave to Havana Ave	Mill & Resurface
Iowa St, Beech St to Havana Ave	Mill & Resurface
Havana Ave, 40 <sup>th</sup> St to Robin St	Mill & Resurface
Robin St, Havana Ave to Heron Ave	Mill & Resurface
Heron Ave, 40 <sup>th</sup> St to N. End	Mill & Resurface
Oriole Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Raven Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Flamingo Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Michael Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Colby Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Illinois Ave, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Dunbar, 36 <sup>th</sup> St to Oakcrest St	Mill & Resurface
Oakcrest St, Clyde Park Ave to Dunbar	Mill & Resurface
Dunbar, Oakcrest St to Marcia St	Mill & Resurface

38 <sup>th</sup> St, Dunbar to E. End	Mill & Resurface
Pine Oak Ave, 36 <sup>th</sup> St to S. End	Mill & Resurface
Pinnacle, 52 <sup>nd</sup> St to Mayflower	Mill & Resurface
Tahoe Pine Dr, Pinnacle to S. End	Mill & Resurface
Tahoma Dr, Tahoe Pine Dr to E. End	Mill & Resurface
Tahoma Ct, Tahoma Dr to S. End	Mill & Resurface
Corbin Ct, Pinnacle to E. End	Mill & Resurface
Mckee Ave, 28 <sup>th</sup> St to Alger St	Mill & Resurface
Woodward Ave, 28 <sup>th</sup> St to Alger St	Mill & Resurface
Longstreet Ave, 28 <sup>th</sup> St to 26 <sup>th</sup> St	Mill & Resurface
Noel Ave, S. End to 26 <sup>th</sup> St	Mill & Resurface
26 <sup>th</sup> St, Clyde Park Ave to Wykes Ave	Mill & Resurface
Sentinel St, Burlingame Ave to Grenadier Dr	Mill & Resurface
Woodhill Ct, Havana Ave to W. End	Mill & Resurface
Greenfield Ave, Porter St to Chicago Dr	Watermain Reconstruction
Wyoming Ave, 36 <sup>th</sup> St to Lacrosse St	Watermain Reconstruction
Boone Ave, 36 <sup>th</sup> St to Lacrosse St	Watermain Reconstruction

## **2025 Local Street Construction**

Stafford Ave, 32 <sup>nd</sup> St to N. End	Mill & Resurface
Hillcroft Ave, 32 <sup>nd</sup> St to N. End	Mill & Resurface
36 <sup>th</sup> St, Division Ave to Eastern Ave	Mill & Resurface
Buchanan Ave, 32 <sup>nd</sup> St to 36 <sup>th</sup> St	Mill & Resurface
Bayberry Farms Dr, Byron Center Ave to 56 <sup>th</sup> St	Mill & Resurface
Barcroft Dr, Bayberry Farms Dr to W. End	Mill & Resurface
Barcroft Ct, Barcroft Dr to N. End	Mill & Resurface
Scarsdale Dr, Bayberry Farms Dr to Cotherstone Dr.	Mill & Resurface
Picadilly Dr, Barcroft Dr to E. End	Mill & Resurface
Cotherstone Dr, Barcroft Dr to E. End	Mill & Resurface
Thackery Ct, Scarsdale Dr to E. End	Mill & Resurface

Claridge Ct, Barcroft Dr to W. End	Mill & Resurface
Powderhorn Ct, Claridge Ct to S. End	Mill & Resurface
Maplelawn St, Burlingame Ave to Havana Ave	Mill & Resurface
Havana Ave, 42 <sup>nd</sup> St to S. End	Mill & Resurface
Southlawn Dr, Maplelawn to Havana Ave	Mill & Resurface
43 <sup>rd</sup> St, Burlingame Ave to E. End	Mill & Resurface
42 <sup>nd</sup> St, Havana Ave to E. End	Mill & Resurface
Oriole Ave, 42 <sup>nd</sup> St to 40 <sup>th</sup> St	Mill & Resurface
Flamingo Ave, S. End to 40 <sup>th</sup> St	Mill & Resurface
Michael Ave, 42 <sup>nd</sup> St to N. End	Mill & Resurface
Milan Ave, 44 <sup>th</sup> St to 40 <sup>th</sup> St	Mill & Resurface
Colby Ave, 44 <sup>th</sup> St to N. End	Mill & Resurface
Illinois Ave, 44 <sup>th</sup> St to N. End	Mill & Resurface
Dunbar Ave, 42 <sup>nd</sup> St to S. End	Mill & Resurface
Burr Ave, 42 <sup>nd</sup> St to S. End	Mill & Resurface
41 <sup>st</sup> St, Burlingame Ave to Emma Ave	Mill & Resurface
Emma Ave, 41 <sup>st</sup> St to S. End	Mill & Resurface
Emma Ct, Emma Ave to E. End	Mill & Resurface
43 <sup>rd</sup> St, Burlingame Ave to E. End	Mill & Resurface
39 <sup>th</sup> St, Division Ave to Buchanan Ave	Mill & Resurface
Sugarbush Ct, Canal Ave to W. End	Mill & Resurface
Goodman Ave, 36 <sup>th</sup> St to N. End	Watermain Reconstruction
Bluebird Ave, 36 <sup>th</sup> St to N. End	Watermain Reconstruction
Wilex Ave, 36 <sup>th</sup> St to N. End	Watermain Reconstruction

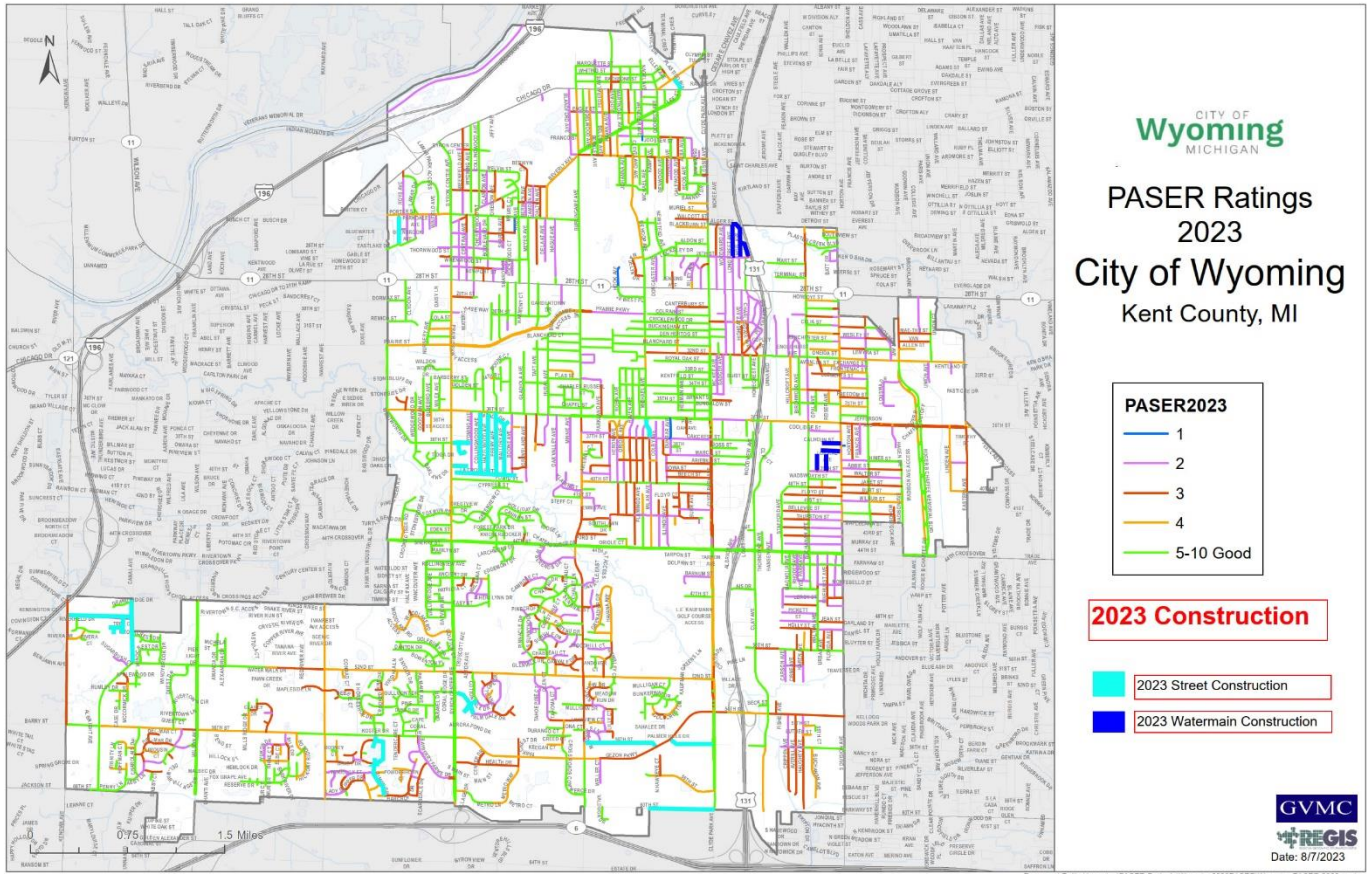


Figure 20: Map showing paved city major road projects planned for 2023

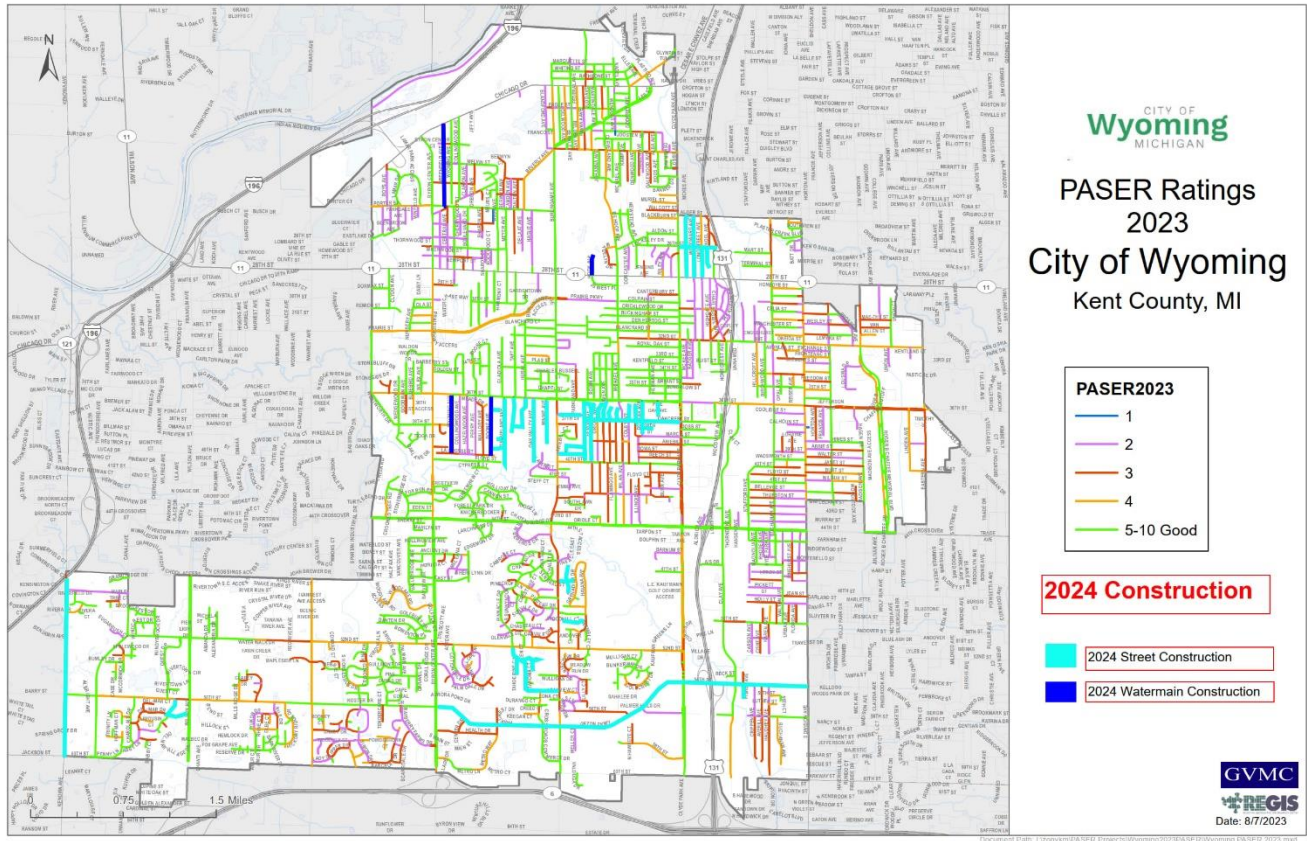


Figure 21: Map showing paved city major road projects planned for 2024.

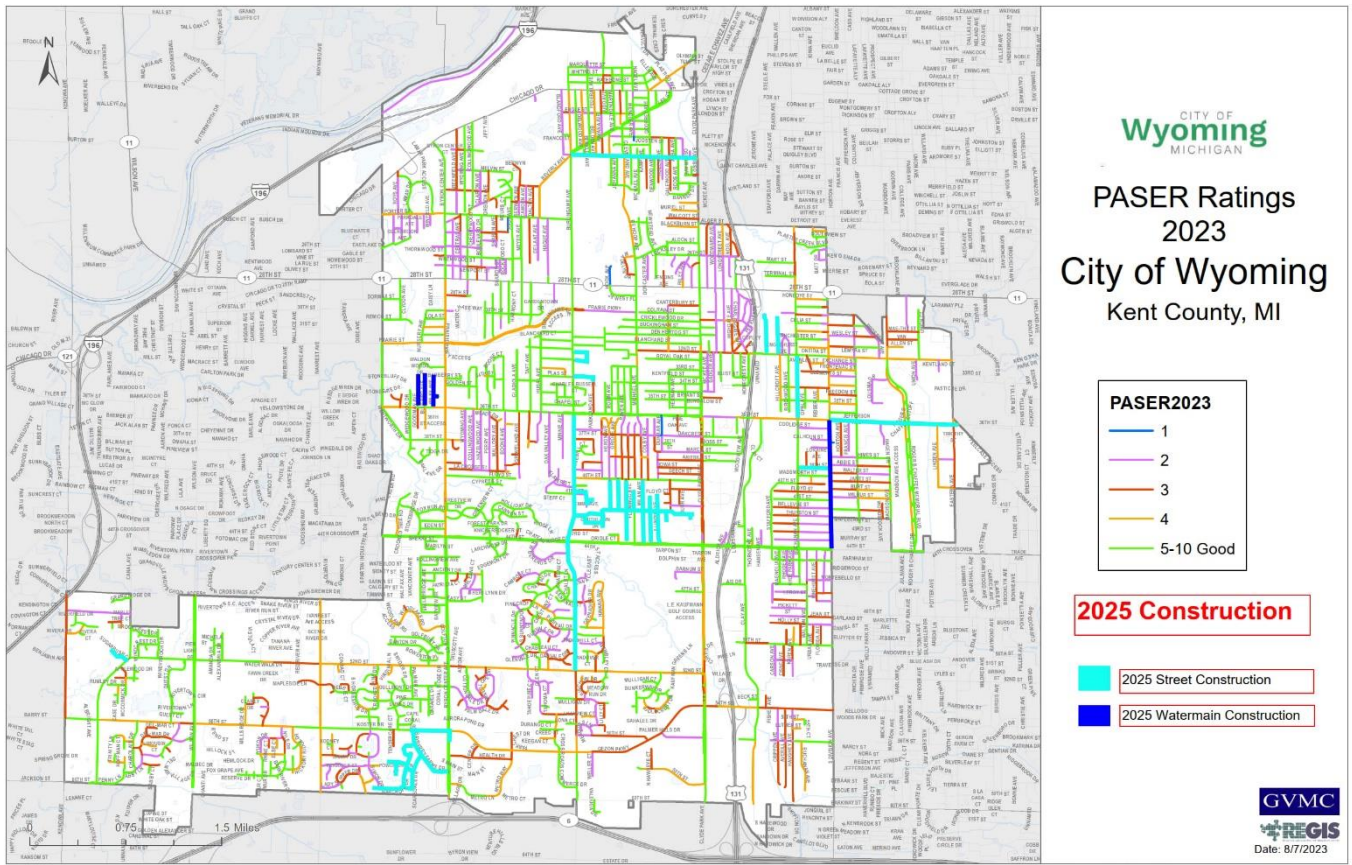


Figure 22: Map showing paved city major road projects planned for 2025.

## Gap Analysis

The current funding levels that Wyoming receives are not sufficient to meet the goals for the paved city major road network, the paved city local road network, and the unpaved road network. The *1. Pavement Assets: Goals* section of this plan provides further detail about the goals and the *1. Pavement Assets: Modelled Trends* section provides further detail on the shortfall given the current budget. However, Wyoming believes that the overall condition of this network can be maintained or improved with additional funding for construction and maintenance. An alternate strategy may be used to overcome the current shortfall and meet the goals on the paved city major road network, the paved city local road network, and the unpaved road network:

## 2. FINANCIAL RESOURCES

Public entities must balance the quality and extent of services they can provide with the tax resources provided by citizens and businesses, all while maximizing how efficiently funds are used. Wyoming will overview its general expenditures and financial resources currently devoted to pavement maintenance and construction. This financial information is not intended to be a full financial disclosure or a formal report. Michigan agencies are required to submit an Act 51 Report to the Michigan Department of Transportation each year; this is a full financial report that outlines revenues and expenditures. This report can be obtained by request submitted to our agency contact (listed in this plan).

Wyoming has a total budget for pavement asset management of \$9,000,000.

### **City Major Network**

Wyoming has historically spent \$5,000,000 annually on pavement-related projects. Over the next three years, Wyoming plans to spend \$15,000,000 on city major-network projects consisting of, but not limited to, reconstruction, overlay, culvert replacement, and preventive maintenance. Spending on projects depends on revenue from Michigan Transportation Fund (MTF), millages, township contributions, and federal/state programs.

### **City Local Network**

Wyoming has historically spent \$4,000,000 annually on pavement-related projects. Over the next three years, Wyoming plans to spend \$12,000,000 on city local-network projects consisting of, but not limited to, reconstruction, overlay, culvert replacement, and preventive maintenance. Spending on projects depends on revenue from Michigan Transportation Fund (MTF), millages, township contributions Many

local agencies in Michigan use local tax millages to supplement their road-funding budget. These taxes can provide for additional construction and maintenance for new or existing roads that are also funded using MTF or MDOT funds. Wyoming has local tax millages in its road-funding budget. The City of Wyoming has a local millage dedicated for maintaining public streets, watermains and sewer infrastructure..

# 3. RISK OF FAILURE ANALYSIS

Transportation infrastructure is designed to be resilient. The system of interconnecting roads and bridges maintained by Wyoming provides road users with multiple alternate options in the event of an unplanned disruption of one part of the system. There are, however, key links in the transportation system that may cause significant inconvenience to users if they are unexpectedly closed to traffic. Figure 23 illustrates the key transportation links in Wyoming's road network, including those that meet the following types of situations:

- **Geographic divides:** Areas where a geographic feature (river, lake, mountain or limited access road) limits crossing points of the feature
- **Emergency alternate routes for high-volume roads:** Roads which are routinely used as alternate routes for high volume roads or roads that are included in an emergency response plan
- **Limited access areas:** Roads that serve remote or limited access areas that result in long detours if closed
- **Main access to key commercial districts:** Areas where large number or large size business will be significantly impacted if a road is unavailable.

Our road network includes the following critical assets: Kenowa Ave, Wilson Ave, Byron Center Ave, Clyde Park Ave, Division Ave, Chicago Dr, 28th St, 36th St, 44th St, 52<sup>nd</sup> St, and 54th St (see Figure 23).

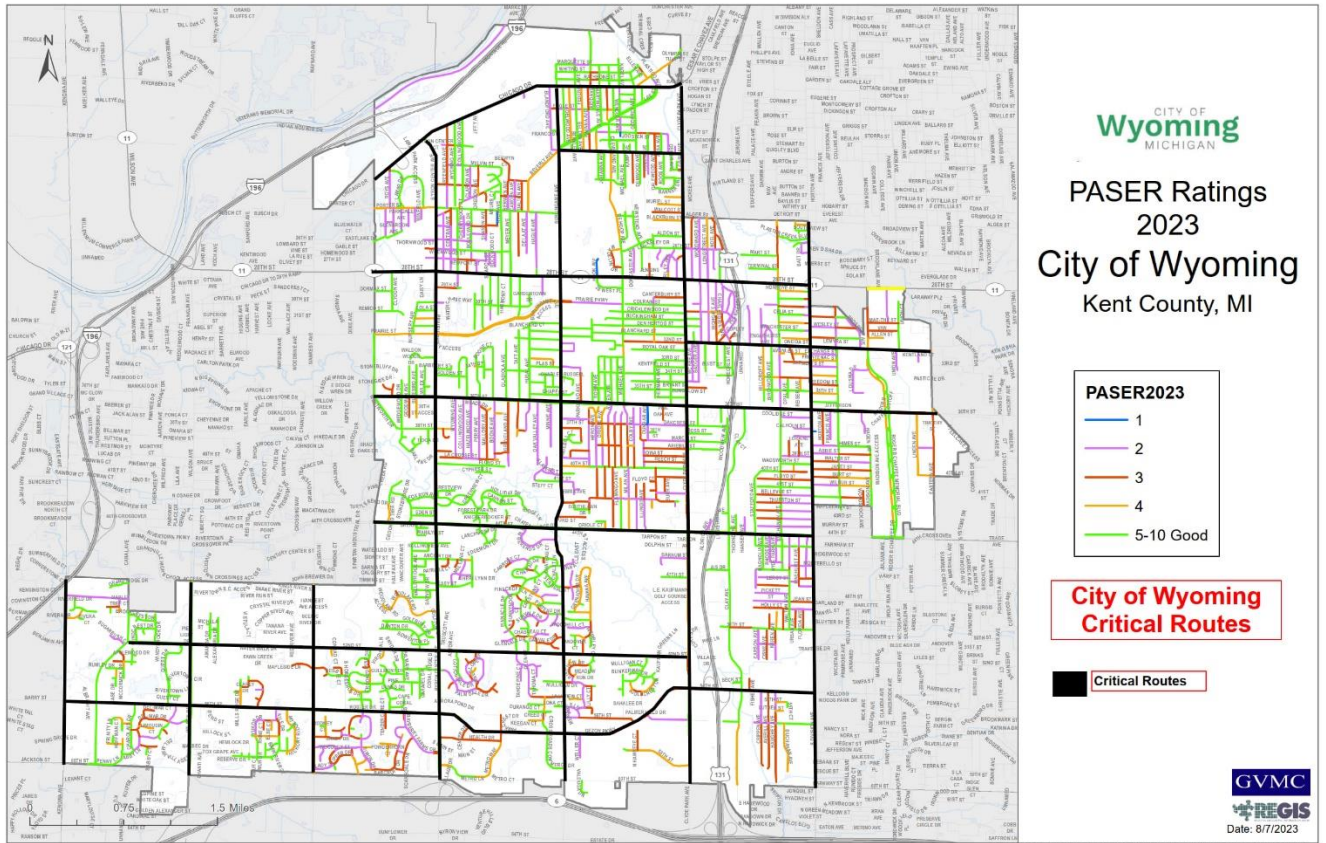


Figure 23: Key transportation links in Wyoming's road network

## 4. COORDINATION WITH OTHER ENTITIES

An asset management plan provides a significant value for infrastructure owners because it serves as a platform to engage other infrastructure owners using the same shared right of way space. Wyoming communicates with both public and private infrastructure owners to coordinate work in the following ways:

### Public Coordination:

The City of Wyoming informs residents of upcoming projects planned adjacent to their residence or business three (3) years preceding their planned construction. This will allow residents to plan for and provide their input on the project if they desire. It also allows residents to prepare financially, if necessary, for special assessments for new improvements to the right of way adjacent to their property. Information is explained if potential right of way acquisitions may be necessary for the proposed project. As much information is given to the resident or business as early as possible to allow them to better prepare for the upcoming planned project.

### Municipal Coordination:

The City of Wyoming also coordinates with area municipalities regarding proposed construction. This allows for better regional traffic flow and reduces the risk of conflicting detour routes. The MDOT Grand Region Transportation Service Center (TSC) hosts the area municipalities twice annually, to discuss planned project to major traffic corridors. This regional coordination allows the City of Wyoming to better coordinate with our surrounding neighbors (Grand Rapids, Kentwood, Byron Twp, Kent County, etc.) and plan for impacts from MDOT within or near Wyoming. At the two meetings, planned projects and ongoing construction are discussed to relay potential impact to the region.

Private Coordination:

Annually, the City of Wyoming provides a list of planned projects to the major private utilities (DTE, Consumers Energy) within the area to coordinate potential impacts to their systems and allow to coordinate their planned improvements. Coordination with DTE allows the gas company to plan their gas main renewals prior to the City's road improvements. This reduces the risk of potential patches in new pavements to repair old gas main infrastructure. Coordination with Consumers Energy allows for advanced planning to relocate potential pole conflicts with multiple pole attachments (CE, Ameritech, ATT, Cable companies etc.).

**APPENDIX A: MEETING MINUTES VERIFYING PLAN  
ACCEPTANCE BY GOVERNING BODY**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE PAYMENT OF THE  
ANNUAL GRAND VALLEY METROPOLITAN COUNCIL DUES

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2023-2024 are \$40,952.
5. Funds have been appropriated in the Major Streets Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2023-2024 GVMC dues in the amount of \$40,952.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Invoices

# Grand Valley Metro Council

678 Front Avenue NW  
Suite 200  
Grand Rapids, MI 49504  
Phone # 616-776-3876

# Invoice

Date	Invoice #
10/2/2023	4265

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
GVMC Member Dues FY 2023 - 2024 10/01/2023 - 09/30/2024	20,655.00
<b>Total</b>	<b>\$20,655.00</b>



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO PARTICIPATE IN THE OPERATION AND MAINTENANCE  
OF THE REGIONAL GEOGRAPHIC INFORMATION SYSTEM (REGIS)

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2023-2024 are estimated to be \$135,567.85.
5. Funds have been appropriated in the following budgets: 101-209-20900-956.000 (Assessing), 101-305-32500-807.000 (Police), 101-400-40000-956.000 (Planning), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2023-2024.

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

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Invoice

# Grand Valley Metro Council

678 Front Avenue NW  
Suite 200  
Grand Rapids, MI 49504  
Phone # 616-776-3876

# Invoice

Date	Invoice #
10/2/2023	4183

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
Regis Dues 10/01/2023 - 09/30/2024	135,567.85
	<b>Total</b> \$135,567.85

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM FROST SOLUTIONS LLC  
FOR THE PURCHASE OF WEATHER INFORMATION SYSTEMS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Frost Solutions LLC using the Kent County Road Commission bid for the purchase of five weather information systems at a cost of \$2,200.00 per unit.
2. Funds are budgeted in account numbers 202-441-46300-740.000 and 203-441-46300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of weather information systems from Frost Solutions LLC in the total estimated amount of \$11,000.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. 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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: October 16, 2023

Subject: Bid Extension and Contract – Road Weather Information System

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

CC: Myron Erickson, Public Works Director

Date of Meeting: November 6, 2023

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### RECOMMENDATION:

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

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

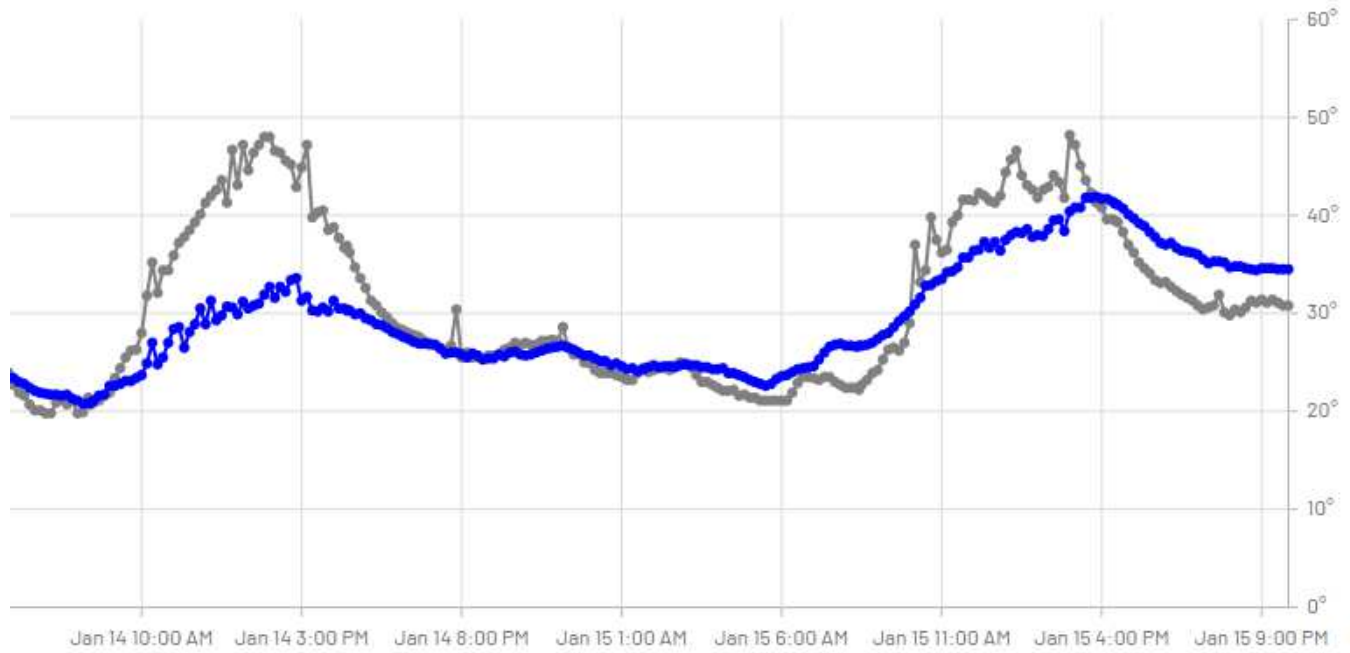
On June 27, 2019, bids were received by the Kent County Road Commission for the Purchase of Road Weather Information Systems in a joint bid process. Frost Solutions was the low bidder at a per unit cost of \$2,200. The City has utilized these units for the past four winters with good success. For the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

The RWIS units include multiple sensors that are pointed at the road surface to provide road temperature, air temperature, humidity, and dew point information at 20-minute intervals or on demand. The units also relay a photo of the road surface, allowing staff to monitor surface conditions City-wide from a phone or computer rather than by driving. The units are



solar powered and mounted on the traffic signal poles. The information is viewed on a web-based platform.

The City has been able to use the RWIS devices to make critical winter operational decisions that result in a better level of service for residents by actively monitoring changing road conditions from a phone or desktop.



As an example, the chart above shows the road (gray) and air temperature (blue) outputs from an RWIS unit located at the intersection of Burlingame Avenue and Prairie Parkway from January 14 through 15, 2023.

**BUDGET IMPACT:**

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





**ORDER FORM**

**FROST SOLUTIONS, LLC & City of Wyoming, MI**

**PROPOSAL DATE: 9/28/23**

**Frost Solutions Mini RWIS**

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

Hardware

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

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

Application Services

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

Description	Quantity	Item Cost	Total
Mini RWIS Annual Subscription – 11/15/23 to 11/14/24	5	\$2,200	\$11,000
		Total	\$11,000.00
*Total price is in addition to any applicable sales tax			

Terms & Conditions

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either

attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

Payments/Refunds/Cancellation

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

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

Effective Date	Term	Renewal Date	Payment Terms
	1 Year	11/15/24	Due per dates listed below

Invoice Details		Customer & Billing Information	
Date Due	Amount	Primary Contact	Jay VanDyke
11/15/23	\$11,000	Email	vandykej@wyomingmi.gov
		Phone #	
		Billing Contact	
		Address	
Shipment Information		Email	
		Phone #	
		Purchase Order #	

FROST SOLUTIONS, LLC	City of Wyoming, MI
<hr/> <b>Mike Kirsh</b> <b>Owner</b>  <b>Date:</b> _____	<hr/> <b>Printed Name</b> <b>Title</b>  <b>Date:</b> _____

Approved as to form:

  
 \_\_\_\_\_  
 Scott G. Smith, City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTATION  
TO REPLACE THE WYOMING PUBLIC LIBRARY FLOORING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation using Sourcewell contract pricing from River City Flooring Inc. to replace the Wyoming Public Library Flooring in the total estimated amount of \$397,055.85.
2. It is further recommended City Council authorize a contingency of approximately 5% as specified in the attached staff report.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quotation from River City Flooring Inc. to replace the Wyoming Public Library Flooring in the total estimated amount of \$397,055.85.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council authorizes a contingency of approximately 5%.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. The City Council approves the attached budget amendment.
6. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report  
Contract  
Quotation

Resolution No. \_\_\_\_\_



## STAFF REPORT

Date: October 24, 2023

Subject: Wyoming Public Library Flooring Replacement Project

From: Troy Rinks, Facilities Foreman

Meeting Date: November 6, 2023

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### **RECOMMENDATION:**

It is recommended that the City Council accept a quotation from River City Flooring Inc. to replace the Wyoming Public Library carpeted flooring for \$397,055.85, plus approximately 5% in contingencies, for an amount not to exceed \$420,000.00, using Sourcewell Contract #080819-TFU; authorize the Mayor and City Clerk to execute the associated contract; and approve the necessary budget amendment.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Per the agreement with the Kent District Library, the City is responsible for building maintenance and improvements. The existing carpet in this facility is over 20 years old and well beyond its useful life. Additionally, these areas were also recommended for replacement in calendar year 2022 by the facility asset management plans. The Wyoming Public Library welcomes approximately 14,675 guests on a monthly basis or over 175,000 people annually.

### **DISCUSSION:**

The flooring included in this project is approximately 36,000 square feet, including the private study rooms, public lobby, work office spaces, kids' reading rooms, employee lounge, and storage areas. The large meeting rooms are not included with this project since these areas were recarpeted in 2016. Facilities staff worked with Kent District Library Regional Managers to find a simplified carpeting design. A design recommendation and quotation were obtained from River City Flooring Inc., a local commercial flooring contractor that has successfully completed similar flooring projects at the Court and Police Department buildings. Products proposed can be purchased using the Sourcewell Contract #080819-TFU.

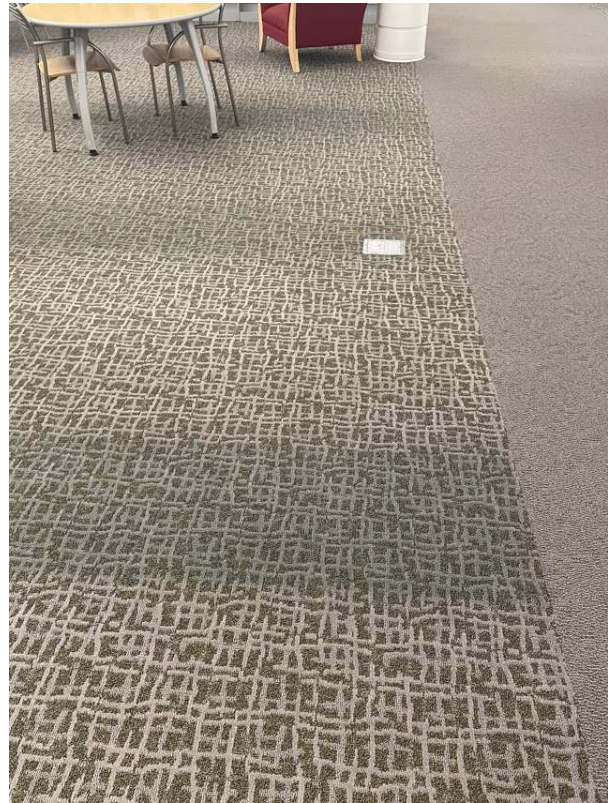
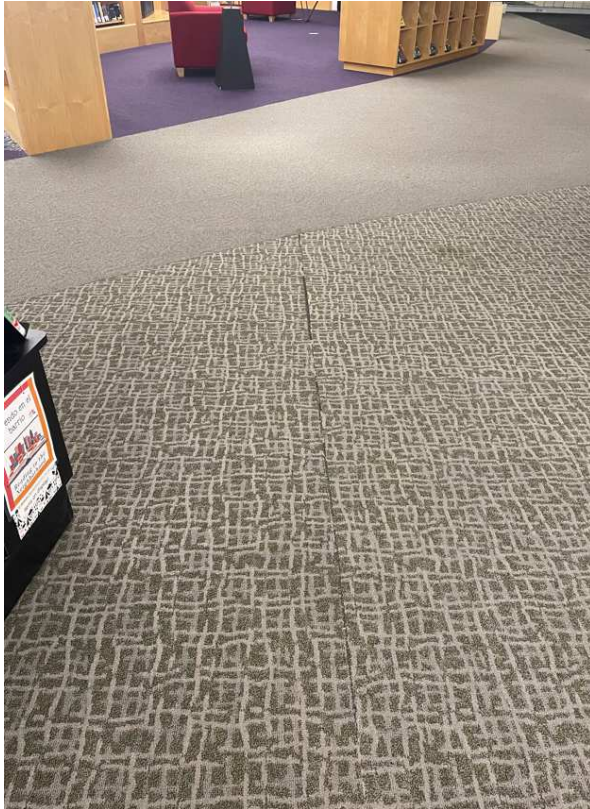
The estimated cost for the Wyoming Public Library Flooring Replacement Project is \$397,055.85. Staff are also requesting approximately 5% in a contingency, for the total project not to exceed cost of \$420,000.00, in the event that unforeseen issues arise. Once approved by City Council, this project is forecasted to start in December and be completed before the start of spring.

**BUDGET IMPACT:**

Pending approval of the attached budget amendment, sufficient funds are available in the Library Maintenance and Capital Fund, Capital Outlay Account #401-267-26700-975.000.

**ATTACHMENTS:**

- Standard Terms and Conditions Contract
- Sourcewell Contract
- River City Flooring Inc. Proposal
- Budget Amendment



Photos of existing carpet showing wear and fading.

# Wyoming Library



- 6" Vinyl Cove Base
- Powerbond Soundblock Ice Cave 6ft
- Delete Base
- Room for Base Only
- Powerbond Change Moon River 6ft
- Walkoff Assertive Rib Chromium Powerbond 6ft

Flooring layout and color scheme (not actual colors)

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

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

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

Effective Date means: November 7, 2023. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: River City Flooring, Inc.

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 10/24, 2023

Date signed: \_\_\_\_\_ 20\_\_\_\_

Approved as to form: [Signature]

**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

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

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications)). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfc.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, 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., speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged

in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at [Acct\\_Info@wyomingmi.gov](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure

to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

**17. Risk Allocation.**

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

**18. Insurance.**

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage afforded to required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 per occurrence	
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

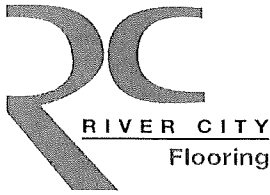
**19. General Terms.**

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B  
PROPOSAL**



3307 Hudson Trails Dr  
 Hudsonville, MI 49426  
 616.896.6904  
**www.rivercityflooring.net**

Job Name: Kent District Library - Wyoming Branch  
 Job Address: 3350 Michael Avenue SW  
Wyoming, MI 49509

**Sourcewell Contract #080819-TFU**

## Proposal

Owner:	City of Wyoming	Phone:	-
Address:	1155 - 28th Street SW	Fax:	-
	Wyoming, MI 49509	Cell:	616-292-8977
<b>Attention:</b>	Troy Rinks	Email:	troy.rinks@wyomingmi.gov

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

**Authorized Signature** \_\_\_\_\_

*Kevin Pasma*

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

### We Propose to:

Furnish and install 6' Powerbond carpet style Change, color Moon River; style Soundblock, color Ice Cave; and style Assertive Rib Walk Off, color Chromium. We will also furnish and install 4.5" wall base, 6" wall base, and reducers (colors TBD). Additionally, removal and disposal of existing carpet, wall base, and ceramic is included as well as furniture moving. See floor diagrams for areas of installation.

**Total: \$ 397,055.85**

### Job Specific Qualifications:

- ◆ **Cost of a Payment and Performance Bond is included.**
- ◆ Minor floor prep included.
- ◆ Pricing includes removal of existing flooring, adhesive, and base.
- ◆ Pricing includes disposal of existing flooring material.
- ◆ **Library carts are available to rent in addition to the above pricing, \$15.00 per cart, per day.**
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

### General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor floor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.

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

Respectfully submitted by River City Flooring,

Kevin Pasma  
 616-318-4949  
 kevinp@rcflooring.net

### Acceptance of Proposal

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

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Please sign and return to River City Flooring

11/06/23

Purchasing/LAJ

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR  
RENEWAL OF CISCO SMARTNET SUPPORT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Sentinel Technologies, Inc. for renewal of Cisco SmartNet support in the total amount of \$40,863.91.
2. Funds are budgeted in various departmental accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Sentinel Technologies, Inc. for Cisco SmartNet support in the total amount of \$40,863.91.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 1, 2023  
Subject: Cisco SmartNet Renewal  
From: Paul Gerndt, Director of Information Technology  
Meeting Date: November 6, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorize acceptance of a proposal from Sentinel Technologies for renewal Cisco SmartNet support in the amount of \$40,863.91.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Computer hardware and software helps city staff meet regulatory and operational requirements and deliver public services with accuracy and efficiency. The practice of subscribing to annual or multi-year maintenance agreements facilitates the proper licensing of software, provides for technical support, and ensures timely availability of security patches and updates.

### **DISCUSSION:**

Since its first use of computer networking equipment, the city has used Cisco brand network routers and switches to provide interconnectivity between city sites and to the desktop. Cisco is a top tier provider of networking technologies used extensively in all levels of government and all industries.

Cisco network switches are equipped with software that provides network connectivity, security, and monitoring functions. As technologies evolve, it is not unusual for vulnerabilities to be identified that require updates to software. Cisco SmartNet subscriptions give staff access to the latest software updates, hardware and software technical support, and security patches required to mitigate such vulnerabilities.

The attached proposal renews Cisco Smartnet coverage until 09/30/2025 for switches purchased in 2020. The switches were purchased through Sentinel Technologies; therefore, the company is the reseller of record for the renewal of the SmartNet coverage.

When the renewed agreement ends in 2025, each switch under coverage will be evaluated to determine whether to renew or drop coverage or be retired.





## Support Proposal

Customer Name: City Of Wyoming

Street Address: 1155 28th St Sw

City, State, Zip: Wyoming, MI, 49509-2825

**Quote #: RNWL23-04455-R1**

We are pleased to provide the following quote on your support needs:

City Of Wyoming									
Mfr.	Device	Description	Serial Number	Start Date	End Date	Qty.	Unit Price	Ext. Price	Special Notes
16700 New Holland St Holland, MI 49424									
Manufacturer Support Parts and Remote Support 24 X 7 4 Hour									
Cisco	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	FJC2422U023	11/01/2023	09/30/2025	1	\$1,407.26	\$1,407.26	
Cisco	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	FJC2422E02T	11/01/2023	09/30/2025	1	\$1,407.26	\$1,407.26	
Cisco	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	FJC2422U02X	11/01/2023	09/30/2025	1	\$1,407.26	\$1,407.26	
Cisco	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	FJC2422T021	11/01/2023	09/30/2025	1	\$1,407.26	\$1,407.26	
Cisco	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	FCW2424G19U	11/01/2023	09/30/2025	1	\$2,381.78	\$2,381.78	
Cisco	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	FCW2414D0HF	11/01/2023	09/30/2025	1	\$2,381.78	\$2,381.78	
Cisco	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	FOC2424U1LQ	11/01/2023	09/30/2025	1	\$2,381.78	\$2,381.78	
Cisco	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	FCW2424D158	11/01/2023	09/30/2025	1	\$2,381.78	\$2,381.78	
Software Support No Hardware Replacement 24 X 7 4 Hour									
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24260GZ6	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24250G37	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24260H2V	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE242521EB	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24260G6U	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE2426105N	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24260VW9	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE24260HBD	11/01/2023	09/30/2025	1	\$412.89	\$412.89	
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	JAE25041BNN	04/01/2024	09/30/2025	1	\$323.69	\$323.69	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	JAE24262T67	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V07G	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V087	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V08A	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V08V	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V078	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V06R	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V07X	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V07U	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V07P	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V07V	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2429V096	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2427V043	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V016	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2427V03X	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2427V04M	11/01/2023	09/30/2025	1	\$490.13	\$490.13	



Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V00W	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V015	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V00V	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V01G	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2427V0PD	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2427V0PA	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FOC2428V019	11/01/2023	09/30/2025	1	\$490.13	\$490.13	
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FCW2509PAUM	04/01/2024	09/30/2025	1	\$384.25	\$384.25	
1155 28TH ST SW WYOMING, MI 49509-2825									
Software Support No Hardware Replacement 24 X 7 4 Hour									
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G, Network Essentials	JAD24300H1G	11/01/2023	09/30/2025	1	\$872.62	\$872.62	
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G, Network Essentials	JAD24260MPK	11/01/2023	09/30/2025	1	\$872.62	\$872.62	
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G, Network Essentials	JAD24260N0T	11/01/2023	09/30/2025	1	\$872.62	\$872.62	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	FOC24287LN8	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	FOC24287MD9	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	FOC24287LSS	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	FOC24287M1U	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	FOC24287M1L	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
2660 Burlingame Ave SW Wyoming, VA 49509									
Software Support No Hardware Replacement 24 X 7 4 Hour									
Cisco	C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	JAE24261LFF	11/01/2023	09/30/2025	1	\$633.21	\$633.21	
Cisco	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	JAE242625P1	11/01/2023	09/30/2025	1	\$1,094.68	\$1,094.68	
Total							\$40,863.91		
*Plus Applicable Sales Tax*									



# Do Not Renew Summary

## City Of Wyoming

Mfr.	Device	Description	Serial Number	Start Date	End Date	Qty.	Do Not Renew Reason
12575 CLEVELAND ST NUNICA, MI 49448-9617							
Manufacturer Support Subscription/License 24x7							
Cisco	C9200L-DNA-E-24=	C9200L Cisco DNA Essentials, 24-port Term license spare	5552569342	4/4/2021	4/3/2024	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5556348441	4/17/2021	4/16/2024	1	Do not want to renew
1155 28TH ST SW WYOMING, MI 49509-2825							
Manufacturer Support Parts and Remote Support 24 X 7 4 Hour							
Cisco	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	FCW2515P2W3	5/4/2021	5/3/2024	1	Do not want to renew
Manufacturer Support Subscription/License 24x7							
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5568799911	6/2/2021	6/1/2024	1	Do not want to renew
PO BOX 905 WYOMING, MI 49509-0905							
Manufacturer Support Parts and Remote Support 8 X 5 Next Business Day							
Cisco	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	5466731326	5/24/2021	5/23/2024	1	Do not want to renew
Cisco	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	FOC2416L7AS	5/24/2021	5/23/2024	1	Do not want to renew
Manufacturer Support Subscription/License 24x7							
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515010	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515018	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515046	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515064	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515072	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515138	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485515207	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485516234	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	5485516245	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5485515045	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5485515895	8/20/2020	8/19/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249126	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249130	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249135	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249141	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249148	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249153	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249159	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249163	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249170	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249174	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5488249182	8/24/2020	8/23/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5489357007	8/28/2020	8/27/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5489357010	8/28/2020	8/27/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5489357012	8/28/2020	8/27/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490398461	8/30/2020	8/29/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490398464	8/30/2020	8/29/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490398466	8/30/2020	8/29/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490398469	8/30/2020	8/29/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490398471	8/30/2020	8/29/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490500408	8/31/2020	8/30/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490500428	8/31/2020	8/30/2023	1	Do not want to renew
Cisco	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	5490500446	8/31/2020	8/30/2023	1	Do not want to renew



Cisco	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	5492103592	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	5492103603	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	5492103611	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	5492103619	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	5492105606	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	5492105612	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	5492105619	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	5492105626	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103482	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103502	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103507	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103731	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103740	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103771	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492103778	9/5/2020	9/4/2023	1	Do not want to renew
Cisco	IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	5492105441	9/5/2020	9/4/2023	1	Do not want to renew

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

Terms: Net 30 days. Manufacturer equipment maintenance contracts are as specified above. No deletions or cancellations are allowed.

The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.

**This quote is valid through: 11/30/2023**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE 24” CHECK VALVE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Mueller Water Products, Inc. dba Pratt for the purchase of one 24” check valve in the total estimated amount of \$9,185.70.
2. Funds are budgeted in account number 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of one 24” check valve from Mueller Water Products, Inc. dba Pratt.
2. The City Council authorizes the Mayor and City Clerk to sign 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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract  
Quote

## STAFF REPORT

Date: October 23, 2023  
Subject: Purchase of a Check Valve  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: November 6, 2023

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### RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Mueller Water Products, Inc. for the purchase of one 24” check valve in the amount of \$9,185.70.

### COMMUNITY, SAFETY, STEWARDSHIP:

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

### DISCUSSION:

The WTP utilizes many different valves in the water treatment process. One style valve used in various processes is called a check valve, which allows water to move in only one direction and prevents water from backflowing. One such 24” check valve was recently found in a failed condition. An internal shaft component had worn completely through the valve body causing a significant leak. It is necessary to replace this unrepairable check valve.

Therefore, five companies were contacted to provide proposals for a replacement check valve. Three companies provided proposals for a direct replacement 24” water check valve meeting American Water Works Association (AWWA) and WTP specifications for potable water. They are as follows:

Mueller Water Products, Inc. (Pratt Valve)	\$9,185.70
Jett Pump & Valve, LLC (Titan Valve)	\$13,747.35
Valmatic	\$16,642.00

Upon review of the proposals received, the Pratt Valve from Mueller Water Products, Inc. was found to meet the necessary specifications and was also the lowest proposal. WTP maintenance staff will install the new valve upon arrival and expect it to provide 15 or more years of service.

### BUDGET IMPACT:

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

**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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Effective Date means: November 7, 2023.

Items means the parts, equipment, or other items the City is purchasing.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Mueller Water Products, Inc. d/b/a Pratt  
[Name of supplying entity]  
A Delaware corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2048 Industrial Blvd  
[Supplier's street address]  
Kimball, TN 37347  
[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 listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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**

**Supplier: Mueller Water Products, Inc.**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
[Signature officer, director, or principal of Supplier]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Supplier]  
Date signed: \_\_\_\_\_, 20\_\_

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Supplier and all Supplier's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications)). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, 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. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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.

C. 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.

4. **Ethical Standards.** To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. **Payment to Supplier.**

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at [Acct\\_Info@wyomingmi.gov](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. **Intellectual Property.** Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. **Information, Quality, and Related Requirements.**

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location

specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided to Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 11.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.  Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

**Exhibit B**  
**Proposal**



a **MUELLER** brand

2048 INDUSTRIAL BLVD, KIMBALL, TN 37347  
TEL: (877) 436-7977 FAX: (630) 844-4124

Please reference job name or quote number on all purchase orders related to this quotation.

**Date:** October 19, 2023  
**Proposal #:** Q-023-35651 **Rev:** 1  
**Project Name:** Replacement Wafer Check Valve - WTP  
**Project Location:** Wyoming, MI

TO: Dan Kleinheksel - City of Wyoming

Phone:  
Fax:

This quotation reflects our policy of sourcing materials in the most cost effective manner. Any requirement for a specific US content may require a revised quotation.

We are pleased to submit the following proposal for your consideration:

<u>ITEM</u>	<u>QTY</u>	<u>LEAD-TIME</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
1	1	1-2 Weeks	2400-740G-S0 24" 740G Double Disc Check Valve, 250psi, DI Body, 304 SS Disc, 316 Stainless Steel Spring, EPDM Seat, Fusion Bond Epoxy 12 Mils int./ext. <b>**Estimated weight is ~375 lbs.</b>	\$ 9,126.71	\$ 9,126.71
2	1		Estimated Freight	\$ 58.99	\$ 58.99
Proposal Total:					\$ 9,185.70

**\*\*Please see 2.6 below.**

If you have any questions regarding this proposal, please contact our local sales representative:

Michael Wright  
Peterson & Matz, Inc.  
(248) 476-3204

Sincerely,  
Logan Fleming  
Application Engineer  
lfleming@muellerwp.com

cc:  
Mitch Patishall, District Manager

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see [muellerwp.com/brands](http://muellerwp.com/brands) to learn more.

**Commercial Terms:**

FOB Point : Cleveland, TN  
Freight Terms : PPC Pre-Pay & Charge  
Payment Terms : Net 30 Days  
Price Validity : 30 Days  
Warranty : 24 Months as defined in Terms and Conditions of Sale  
Packaging : Standard

Extended Warranty—Other than duration. Terms and Conditions of Sale shall apply

ADD 2% FOR 36 MONTH WARRANTY  
ADD 3% FOR 48 MONTH WARRANTY  
ADD 5% FOR 60 MONTH WARRANTY

**1. Quoted Prices Exclude:**

- 1.1 All Taxes
- 1.2 Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, Mechanical Joint Accessories, thimbles, or non-standard tags.
- 1.3 Extension stems, soil pipes, valve boxes, covers, or "tee" wrenches
- 1.4 Installation and start-up service, on-site training, classroom instruction.
- 1.5 Hydraulic oil for cylinder operators and/or accumulator systems.
- 1.6 Spare parts

**2. Clarifications**

- 2.1 Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 2.2 Hydrostatic testing will be performed using ambient water temperature
- 2.3 Any additional information concerning submittals, O&M manuals, Pipe specs, etc., that were not provided at time of quote may impact price and delivery.
- 2.4 The quoted list of materials included herein represents our interpretation of Plans and Specifications (as provided ) and is not guaranteed to be complete or correct. Prices are subject to change upon review of actual job specifications.
- 2.5 Electronic submittals and O & M manuals will be provided in PDF electronic format. Hard copies are available upon request.
- 2.6 DOUBLE DISC CHECK VALVE;  
\*\*Exception taken to the Buna-N seat ring & Aluminum Bronze disc requirement. Our model utilizes an EPDM seat and 304SS Disc. NSF 61 certified.

**LEAD TIMES:**

Lead times being quoted are based upon the current plant schedule and materials availability. Every reasonable effort will be made to honor the quoted lead-time. However, changes in demand can adversely affect the delivery schedule. Lead times initiate ARO and release to manufacturing.

Rev 1 - 10/19/2023 - Updated clarifications / exceptions per newly provided specs.

**CONDITIONS OF SALE**

**3. Prices are firm and proposal is valid providing:**

- 3.1 Pricing quoted assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.2 This quotation is based on payment terms of Net 30 Days from date of invoice with no retainage. Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts. Prices are firm for acceptance within 30 days of the bid date and apply to this quotation only. If this proposal is not accepted within 30 days after bid, Seller reserves the right to re-quote and adjust price.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will provide updated schedules or reflect current schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.5 Seller shall not be liable for Buyer's loss of profit, indirect, liquidated, incidental, or consequential damages, regardless of theory of liability. Indemnification shall be limited solely to Seller's gross negligence and third-party claims. Seller will not be responsible for indemnification obligations for any negligence occurring on behalf of Buyer or any third-party.
- 3.6 Suppliers Standard Terms and Conditions and Limited Warranty of Sale apply to this quotation. A copy of both can be downloaded from <https://www.muellerwaterproducts.com/terms-conditions>.
- 3.7 If awarded any contract or Purchase Order pursuant to this Quotation, please be advised Seller may not begin production or scheduling of your Order until the above terms and conditions have been affirmed. This Quotation may be accepted by choosing one of the following options:
  - Signature below prior to the expiration of this Quote.
  - Issuance of a Purchase Order to Supplier referencing this Quote and signing the Standard Terms and Conditions of Sale prior to the expiration of this Quote.
  - The Order may be contingently accepted if exceptions are taken to the terms and conditions below.(Please note when taking exceptions, all pricing is subject to change as a component of our price is composed of risk.)

**ACCEPTANCE BY THE BUYER:**

The foregoing Quote is hereby accepted. Signing a copy of this Quote, physical or electronic, will have the same effect as signing an original.

\_\_\_\_\_ **I accept the quote as stated as well as Suppliers Terms and Conditions of Sale associated.**

\_\_\_\_\_ **I accept the quote but wish to take exceptions to the Suppliers Terms and Conditions of Sale.**

**HENRY PRATT COMPANY, LLC**

**BUYER'S NAME:**

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DATE: 10/19/2023  
PROPOSAL #: Q-023-35651  
PROJECT: Replacement Wafer Check Valve - WTP

ALL QUOTATIONS/PURCHASE ORDERS ARE SUBJECT TO RENEGOTIATION IF DIFFERING TERMS AND CONDITIONS ARE STATED IN BUYER'S PURCHASE ORDER WHEN RECEIVED.



Hydro Gate Sales  
12000 East 47<sup>th</sup> Ave.  
Suite 200  
Denver, CO 80239

Henry Pratt Sales  
2048 Industrial Boulevard,  
Kimball, TN 37347

November 2, 2023

City of Wyoming Michigan  
1155 28<sup>th</sup> St SW,  
Wyoming, MI 49509

Total 3 Pages

Subject: Seller's Quote #: Q-023.35651 R 1(\$9,185.70)  
Project: Replacement Water Check Valve-WTP

**Purchase Order Modification Addendum (“POMA” or “Terms”)**

Dear Dan,

Henry Pratt Company, LLC (“Seller”), received the above purchase order (the “Purchase Order”) from City of Wyoming Michigan (“Buyer”), and its accompanying Buyer terms and conditions (“Buyer’s Terms”) (together, Buyer’s “Order”). We reviewed your Terms against the terms and conditions upon which Seller’s above Quote was based upon, located here: <https://www.muellerwaterproducts.com/terms-conditions> (the “Terms and Conditions of Sale”). We note that certain Buyer Terms conflict with Seller’s Terms and Conditions of Sale.

We cannot begin the scheduling and production of your Order until mutual terms are affirmed. We request your acceptance of this Purchase Order Modification Addendum (“POMA”) to amend Buyer’s Terms for the specific terms and conditions set forth below. For sake of clarity, Buyer’s Terms will govern the Order except to the extent there is a conflict with this POMA, in which case this POMA will govern and take precedence.

**Entity**

- Please direct Purchase Order to Henry Pratt Company, LLC, 2048 Industrial Boulevard, Kimball, TN 37347. Payment should be remitted to “Mueller, 23418 Network Place, Chicago, IL 60673-1234”

**Shipping Terms**

- FOB Origin, whereupon title shall transfer to Buyer at shipment. Seller shall bear the cost of freight and all risk of loss until tender of delivery at the destination, except for loss occasioned by negligence of Owner, Buyer, or Buyer’s subcontractors. Buyer must note such damage on the bill of lading and advise Seller as soon as possible but in no event later than three (3) days after delivery of any damaged goods. The Buyer will check shipment against packing list and report any shortages and discrepancies in writing to the Seller within five (5) business days after receipt.

**Warranty**

- The warranty provision in the Order should be replaced in its entirety with the limited warranty attached hereto as Attachment 1.

**Damages/Limitation of Liability**

- SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING FROM THIS ORDER. SELLER'S TOTAL LIABILITY, INCLUDING ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS AND REPRESENTATIVES WITH RESPECT TO THE ORDER OR A BREACH THEREOF, IS CAPPED AT THE PURCHASE ORDER VALUE.

**Indemnification**

- Seller's indemnification shall be limited solely to Buyer for third-party claims directly arising out of Seller's gross negligence or willful misconduct in performance of this Order. However, Seller will not be responsible for indemnification obligations, as stated herein, for any negligence occurring on behalf of the Buyer or any third-party.

Please affirm your acceptance of this Purchase Order Modification Addendum by signing where indicated below and returning the original or a PDF of this Addendum via email to Ryan Pearson at rpearson@muellerwp.com

Thank you for your cooperation in resolving these points. We look forward to working with you on this Project. Should you have any questions, please do not hesitate to contact Ryan Pearson at (423) 463-6255.

Regards,



Dale F. Speggen Jr.  
VP & GM - Specialty Valves

**City of Wyoming Michigan:**

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**  
**LIMITED WARRANTY**

Henry Pratt Company, LLC ("Seller") warrants that each of its products branded HYDRO GATE or PRATT supplied hereunder is free from defects in materials and workmanship (the "Warranty") for a period of twenty-four (24) months from the date of shipment from Seller to Buyer (the "Warranty Period"). Seller agrees, at its sole option, and at Buyer's sole and exclusive remedy, to repair, replace, or refund the unit purchase price of any product which is non-conforming to the Warranty due to Seller's defective workmanship or defective material of which Warranty non-conformance Buyer notifies Seller in writing during the Warranty Period.

Buyer shall give written notice within fifteen (15) calendar days of the discovery of any alleged Warranty non-conformance to Seller's Field Service Supervisor, and prior to any repair or replacement work being performed on the non-conforming product, in order to maintain this product Warranty (i.e., otherwise Buyer voids the Warranty). Seller shall have the right to inspect the product for which a Warranty claim is made. Buyer shall return the product to Seller upon Seller's request for such inspection. Buyer shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this Warranty. Seller's obligations hereunder are conditioned upon prompt written notice of the alleged defect from the Buyer.

This Warranty does not apply to products that have defects or failures resulting from (a) Buyer's design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Seller's instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

Seller will not be responsible for the Warranty unless: (i) Buyer gives prompt written notice of the alleged defect, reasonably described, to Seller from when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such products, and Buyer (if requested to do so by Seller) returns such products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the products are defective.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE OBLIGATIONS, FOR A NON-CONFORMING PRODUCT UNDER THIS WARRANTY. THE WARRANTY IS IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, OR OTHERWISE. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY AND ALL OTHER DAMAGES, LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING OR ANY OTHER CLAIM OR OBLIGATION, SELLER'S MAXIMUM AGGREGATE OBLIGATION TO BUYER SHALL NOT EXCEED THE UNIT PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM.

Products manufactured by a third party ("Third-Party Product") may be incorporated into or packaged together with, the products. Third-Party Products are not covered by the Warranty. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, AND SELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF HVAC SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of HVAC supplies from Johnstone Supply and Shoemaker Heating and Cooling Supply.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of HVAC supplies from Johnstone Supply and Shoemaker Heating and Cooling.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS

Staff Report

Quotes (2)

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: October 19, 2023  
Subject: HVAC Supplies  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: November 6, 2023

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### **RECOMMENDATION:**

It is recommended the City Council award the annual purchase of HVAC supplies to Johnstone Supply and Shoemaker for the Clean Water Plant and the Water Treatment Plant.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of utility plant equipment contributes to the efficiency of each plant and to the prevention of untimely and costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Water Treatment Plant. Maintaining both utility plants with quality parts from reputable suppliers keeps costs low while increasing the life of the equipment.

### **DISCUSSION:**

The Clean Water Plant and the Water Treatment Plant use a considerable amount of consumable HVAC supplies to perform in-house replacements, repairs, and maintenance of heating and cooling systems. Each plant has a significant amount of HVAC equipment including industrial dehumidifiers, boilers, chillers, and rooftop units. The installation of new HVAC parts is an essential aspect of maintenance responsibilities at both plants.

To ensure fair market pricing, quotes were requested from three local HVAC suppliers. Behler-Young, Johnstone Supply, and Shoemaker were provided a list of over 75 typical heating and cooling supplies commonly used at both plants. None of the suppliers quoted all the items but all three suppliers returned a quote for the items they could supply.

Upon review of the quotes received, Johnstone Supply and Shoemaker provided competitive pricing, with each supplier having better pricing on certain items. Johnstone Supply and Shoemaker have locations within 10 miles of the Clean Water Plant and Water Treatment Plant which provides ease of access for efficient repairs and parts availability for emergency purchases. Both Johnstone Supply and Shoemaker are reputable companies that have provided excellent service. Therefore, based on plant needs, pricing, and availability, plant staff will determine the most advantageous supplier at the time of purchase.

**BUDGET IMPACT:**

Annual expenditures for HVAC supplies are an estimated total of \$15,000.00 for each plant. Adequate funds exist in the various Clean Water Plant and Water Treatment Plant accounts including 591-591-55300-775.000, 591-591-55900-775.000, 591-591-55800-775.000, 591-591-56100-775.000, 590-590-54300-775.000, 590-590-54800-775.000 & 590-590-54801-775.000.



2127 112TH AVE STE A  
 HOLLAND, MI 49424-9626  
 616-392-9239 Fax 616-394-9277

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# Quotation

QUOTE DATE	QUOTE NUMBER
10/05/23	S6650811
PAGE NO.	
1	

QUOTE TO:  
 CITY OF WYOMING  
 P.O. BOX 905  
 1155 28th STREET SW  
 WYOMING, MI 49509  
 Ph:616-530-7225 Fax:616-249-3486

SHIP TO:  
 CITY OF WYOMING  
 CLEAN WATER PLANT  
 2350 IVANREST AVE SW  
 GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2021-00000391	09/27/21	

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23

QUOTE QTY	DESCRIPTION	Each	Extension
5ea	BOSS 31200 CLEAR NSF/ FDA SILICONE SEALANT 10.1oz	12.060	60.30
8ea	L91-328 51255.022424 FILTER WASHABLE D15V	0.000	0.00
4ea	5211800054 PFAM 12X24X2 Special Order Restock Fee May Apply ***** SUB: FLANDERS 51255.021224	0.000	0.00
16ea	P33-048 BROWNING 1082254 A48 V-BELT	19.710	315.36
10ea	P53-020 JASON A20/4L220 DUAL PURP V-BELT	5.340	53.40
2ea	P33-037 BROWNING 1082148 A37 V-BELT	16.860	33.72
4ea	P34-563 BROWNING 1089812 BX63 COGGED V-BELT	40.380	161.52
5ea	P53-019 JASON A19/4L210 DUAL PURP V-BELT	6.500	32.50
4ea	P33-027 BROWNING 1082049 A27 V-BELT	14.250	57.00
2ea	P34-578 BROWNING 1089911 BX78 COGGED V-BELT	49.880	99.76
2ea	P33-343 BROWNING 1089390 AX43 COGGED V-BELT	23.030	46.06
2ea	P53-018 JASON A18/4L200 UNIMATCH V-BELT	6.250	12.50
2ea	P33-336 BROWNING 1089358 AX36 COGGED V-BELT	19.950	39.90
5ea	P33-044 BROWNING 1082213 A44 V-BELT	18.520	92.60
4ea	P34-546 BROWNING 1089689 BX46 COGGED V-BELT	35.630	142.52
6ea	B82-020 NU-CALGON 4300-11 2# RX11	133.160	798.96

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WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23

QUOTE QTY	DESCRIPTION	Each	Extension
	FLUSH FOR 5-7 TON SYSTEMS		
10ea	L36-690 EATON C25DNF340-T CONTACTOR 3P 24V 40-AMP DP 24V COIL	78.310	783.10
5ea	DWYER A-102 RED GAGE OIL 4oz	27.600	138.00
5ea	BAPI BA/20K(XL10)-RSO RESISTOR	0.000	0.00
	Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT	54.630	273.15
2ea	L45-899 118681LF B&G MECHANICAL SEAL	47.180	94.36
12ea	5360602498 SL65 20X24X12 Special Order Restock Fee May Apply *****	0.000	0.00
	SUB FOR 331-953-150		
4ea	5360602494 SL65 12X24X12 Special Order Restock Fee May Apply *****	0.000	0.00
	SUB FOR 331-953-189		
5ea	10CDIC FULL TANK 10# CO2 GAS (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	204.440	1022.20
5ea	B98-451 R407C-25 R407C 25lb REFRIG (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	435.000	2175.00
5ea	H86-085 SM380V DIGITAL MANIFOLD 2V	622.500	3112.50
5ea	B82-020 NU-CALGON 4300-11 2# RX11 FLUSH FOR 5-7 TON SYSTEMS	133.160	665.80
2ea	B12-302 ASD-45S7-VV 049173 7/8" ODF SUCTION DRIER	92.500	185.00
2ea	B15-447 067L5957 R-410A 5-Ton	146.580	293.16

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WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23
QUOTE QTY	DESCRIPTION	Each	Extension
	THERMAL EXPANSION VALVE		
5ea	B85-710 NU-CALGON 4300-08 RX11 STARTER KIT W/1# CAN, FLUSH GUN & HOSE, INJECTION TOOL	197.500	987.50
5ea	H93-045 40NIC FULL TANK RR 40CF NITROGEN GAS (F) (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	228.400	1142.00
5ea	ST20717 ST 207-17 SINGLE PANNING	5.570	27.85
5ea	L37-808 HW S8610U3009/U 24V MODULE	174.550	872.75
3ea	L39-221 12508 5H0730350000 FAN TIME DELAY	92.500	277.50
3ea	S58-234 D190 MOTOR DD 3.3FRM 1/40HP 1500RPM 230V 1SP CW OAO 0.6AMP	167.500	502.50
5ea	S89-216 D242 MOTOR OEM UNIT HEATER 42FRM 1/20HP 1050RPM 115V 1SP D12V	0.000	0.00
2ea	L39-221 12508 5H0730350000 FAN TIME DELAY	92.500	185.00
5ea	VERIS HEW3MSX WALL MOUNT HUM SENSOR 3% ACC 4-20 MA Special Order Restock Fee May Apply	0.000	0.00
12ea	L91-582 5251184831 16X16X2 KEY PLEAT MERV 8	6.680	80.16
3ea	ST2194 ST 219 4" TEE JOINT	21.400	64.20
2ea	ST2196 ST 219 6" TEE JOINT	17.310	34.62
1ea	ZSM FG-4 FULL 4" BLAST GATE	37.770	37.77
2ea	ST1524 ST 152 4" END CAP	5.270	10.54
2ea	ST1526 ST 152 6" END CAP	4.640	9.28
5ea	L70-405 803X06 RING 6IN 803 INSTALLATION RING TRUAIRE	11.400	57.00


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WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23
QUOTE QTY	DESCRIPTION	Each	Extension
	* Sub for : L88-266 H&C 013200 11 GS		
5ea	L70-396 800X06 DIFFUSER 6IN 800 ROUND CEILING FACE WHITE TRUAIRE	12.120	60.60
	* Sub for : L88-242 H&C 012900 16W 6"		
5ea	LIEBERT 154016P2 HUMIDIFIER CANISTER Special Order Restock Fee May Apply	359.520	1797.60
5ea	EBMPABST CAP.63UF CAPACITOR .63UF Special Order Restock Fee May Apply	0.000	0.00
5ea	L45-899 118681LF B&G MECHANICAL SEAL	47.180	235.90
4ea	STV43060 ST 4" 30GA GALV 5' PIPE	8.550	34.20
4ea	STV43090EL ST V430 4" 30GA ELBOW	2.880	11.52
5ea	ST21360 ST 213 60" DRIVE CLEAT	3.300	16.50
5ea	ST13364 ST 133 6-4" TAPER BUSHING	7.800	39.00
2ea	L88-158 2004204 CAP B-VENT 4RHW 4IN ROOF HART & COOLEY	20.470	40.94
2ea	L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY	3.530	7.06
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	13.820	27.64
4ea	STV42690EL STV V426 4" 26GA ELBOW 4C00000426V000	4.090	16.36
4ea	ST23354 ST 233 5x4" SHORT BUSHING	8.090	32.36
2ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	417.500	835.00
2ea	L39-658 P48690 BODY GASKET	23.770	47.54
2ea	L45-894 186862LF SEAL KIT #1 1-1/4 SHAFTS	251.600	503.20
5ea	B&G 185025 SS SLEEVE KIT 1-1/4"	274.970	1374.85
*** Continued on Next Page ***			



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ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23

QUOTE QTY	DESCRIPTION	Each	Extension
	SHAFT Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT	54.630	273.15
4ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	417.500	1670.00
5ea	MODINE HER100-12 ELECTRIC UNIT HEATER 240V 1PH 10KW Special Order Restock Fee May Apply *****	0.000	0.00
	FRT TO GET IN \$150.00		
3ea	L39-659 P57700 BODY GASKET 8 volute	7.650	22.95
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	13.820	27.64
1ea	H26-879 C5RCJ REDLINE 5-BLADE CRIMPER	53.550	53.55
24ea	L91-590 5251123101 20X20X2 KEY PLEAT MERV 8	5.150	123.60
5ea	L39-007 WR 1F78-144 ECON SNGL STG DIGITAL NON-PROGRAMMABLE THERMOSTAT	32.500	162.50
5ea	L40-440 HW 50002883-001/U COVER PLATE TH5/6/7000	22.250	111.25
5ea	L47-863 58057 3H0374540001 SPARK PILOT ASSEMBLY	157.220	786.10
5ea	L40-102 V8043A1029/U 3/4" SWEAT ZONE VALVE	132.500	662.50
5ea	G36-438 ZK003 3AMP Z-BRAKER SET W/WIRES	36.490	182.45
5ea	ST2194 ST 219 4" TEE JOINT	21.400	107.00

\*\*\* Continued on Next Page \*\*\*



2127 112TH AVE STE A  
 HOLLAND, MI 49424-9626  
 616-392-9239 Fax 616-394-9277

www.jswni.com

# Quotation

QUOTE DATE	QUOTE NUMBER
10/05/23	S6650811
PAGE NO.	
6	

QUOTE TO:  
 CITY OF WYOMING  
 P.O. BOX 905  
 1155 28th STREET SW  
 WYOMING, MI 49509  
 Ph:616-530-7225 Fax:616-249-3486

SHIP TO:  
 CITY OF WYOMING  
 CLEAN WATER PLANT  
 2350 IVANREST AVE SW  
 GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO
14205	2021-00000391	09/27/21	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/04/23
QUOTE QTY	DESCRIPTION	Each	Extension
2ea	L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY	3.530	7.06
5ea	L88-124 016105 PIPE B-VENT 4RPX12 4IN X 12IN HART & COOLEY	14.620	73.10
5ea	L89-854 016104 PIPE B-VENT 4RPX18 4IN X 18IN HART & COOLEY	19.350	96.75
5ea	L96-348 016102 PIPE B-VENT 4RPX3 4IN X 36IN HART & COOLEY	31.050	155.25
5ea	L37-808 HW S8610U3009/U 24V MODULE	174.550	872.75
1ea	L96-836 43712 PDP150AE0130 150M BTU POWER VENT UNIT HEATER D23J	2049.500	2049.50
1ea	L96-233 MODINE 48201 HSB-63S1 63M BTU HYDRONIC UNIT HEATER	1299.500	1299.50

The quoted prices are based on our receipt of the total job quantity. Price is firm until expiration date noted above. All materials quoted and their quantities are to be reviewed for accuracy. Quotation is not an all inclusive list of materials to complete a job unless otherwise noted. Additions or deletions may require price changes. Future shipments are subject to price fluctuations. Not responsible for delays by reasons of strike, accidents, or causes beyond our control. Purchaser's sole warranties are those provided by product manufacturer.

Subtotal	28793.91
Freight	0.00
Sales Tax	0.00
<b>Quote Total</b>	<b>28793.91</b>

# QUOTATION



**SM Grand Rapids WHS (Wyoming) (4100)**

425 36th St SW  
Grand Rapids, MI 49548  
Phone: 6162610773

Order Number	
11047169	
Order Date	Page
10/05/2023	1 of 5

Quote Expires On: 10/19/2023

**Bill To:**

.CASH ACCOUNT- GRAND RAPIDS  
425 36TH STREET SW  
WYOMING, MI 49548  
US

**Ship To:** (ID: 50204)

.CASH ACCOUNT- GRAND RAPIDS  
425 36TH STREET SW  
WYOMING, MI 49548  
US  
**Phone:** 616-261-0773

Customer ID: 50204

Salesrep: Grand Rapids House SHOE GRHS

PO Number	Route	Terms	Taker
CITY OF WYOMING	SHOE	COD	Phillip Dreyer

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				
5	0	5	(001) 37000 370 CLEAR SILICONE 101 OZ	EA	6.0900	30.45
16	0	16	(002) 4L500 V-BELT A48/4L500 4254L500	EA	8.7700	140.32
10	0	10	(003) 3L220 V-BELT FRACTIONAL HP 3L220 NON-STOCK 4253L220	EA	5.5900	55.90
2	0	2	(004) 4L390 V-BELT A37/4L390 4254L390	EA	7.1100	14.22
5	0	5	(005) 4L210 V-BELT A19/4L210 NON-STOCK	EA	5.9200	29.60
4	0	4	(006) BX63 COGGED BELT BX63	EA	25.5200	102.08
4	0	4	(007) 4L290 V-BELT A27/4L290 NON-STOCK	EA	6.2600	25.04
2	0	2	(008) AX43 COGGED BELT AX43 NON-STOCK	EA	14.3100	28.62
2	0	2	(009) 4L200 V-BELT A18/4L200 NON-STOCK	EA	5.8800	11.76
2	0	2	(010) AX36	EA	12.5100	25.02

# QUOTATION



**SM Grand Rapids WHS (Wyoming) (4100)**

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
11047169	
Order Date	Page
10/05/2023	2 of 5

Quote Expires On: 10/19/2023

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				
			COGGED BELT AX36 NON-STOCK			
5	0		5 (011) 4L460 V-BELT A44/4L460 4254L460	EA	8.3300	41.65
4	0		4 (012) BX46 COGGED BELT BX46	EA	21.2600	85.04
6	0		6 (013) 4300-11 CALGON RX11 FLUSH 2LB CANISTER 4/CS FLUSHES 5 TO 7 TONS	EA	125.0600	750.36
5	0		5 (014) PF52475 PACKARD 75VA TRANSFORMER FOOT MNT NON-STOCK PACKARD TRANSFORMER 75VA 120/208/240/480	EA	51.3200	256.60
2	0		2 (015) 4RS H&C 4" B-VENT STORM COLLAR 24/BOX	EA	2.9100	5.82
5	0		5 (016) 4RT4 H&C 4" B-VENT TEE 6/BOX	EA	37.9100	189.55
5	0		5 (017) DP3040A5003 HW DP CONTACTOR 40AMP 3P 24V	EA	35.3400	176.70
5	0		5 (018) 4RP3 H&C 4"X36" B-VENT ROUND PIPE 6/BOX	EA	25.6700	128.35
2	0		2 (019) PDP150AE0130 MODINE PDP 150K 80% PV UNIT HTR NG	EA	1,600.9600	3,201.92
5	0		5 (020) R407C25 R407C REFRIGERANT GAS 25LBS R407C REFRIGERANT GAS 25LBS	EA	472.0600	2,360.30
5	0		5 (021) SM380V 2 VALVE MANIFOLD	EA	519.5600	2,597.80
5	0		5 (022) 4300-11 CALGON RX11 FLUSH 2LB CANISTER 4/CS FLUSHES 5 TO 7 TONS	EA	125.0600	625.30
2	0		2 (023) ASD45S7VVSTD ALCO SUCT LINE FILTER DRIER 7/8 ODF	EA	78.1900	156.38
5	0		5 (024) 4300-08 CALGON RX11 FLUSH STARTER KIT	EA	156.9700	784.85

# QUOTATION



**SM Grand Rapids WHS (Wyoming) (4100)**

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
11047169	
Order Date	Page
10/05/2023	3 of 5

Quote Expires On: 10/19/2023

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				
INCLUDES 1LB CAN, HOSE, GUN, VALVE						
5	0		5 (025) NIT40GASFILL NITROGEN 40 GAS FILL NIT 40	EA	25.1900	125.95
15	0		15 (026) S8610U3009 HW ENHANCED IGNITION MODULE-UNIVERSAL HONEYWELL SHOWROOM	EA	152.5400	2,288.10
5	0		5 (027) P2917 17X35 PANNING 25/CARTON	EA	8.2700	41.35
5	0		5 (028) 5H0730350000 MODINE FAN RELAY 5H73035	EA	85.0000	425.00
12	0		12 (029) PF21616 16X16X2 PLEATED AIR FILTER 16X16X2 PLEATED AIR FILTER	EA	4.4600	53.52
2	0		2 (030) TJ6 6" 26 GAUGE TEE JOINT 12/BX	EA	23.1400	46.28
3	0		3 (031) TJ4 4" 26 GAUGE TEE JOINT 12/BX	EA	22.6600	67.98
1	0		1 (032) BGF4 FULL BLAST GATE 4"	EA	47.7000	47.70
2	0		2 (033) COC4 4" CLEANOUT CAP 12/BX	EA	7.9000	15.80
2	0		2 (034) COC6 6" CLEANOUT CAP 12/BX	EA	8.0800	16.16
5	0		5 (035) HR12900 H&C #16 6" WHITE ROUND CEILING DIFFUSER	EA	17.3900	86.95
5	0		5 (036) HR13200 H&C #11 6" GS DUCT RING FOR #16 DIFFUSER	EA	9.6200	48.10
4	0		4 (037) 5WA4 4" WA 5' PIPE 10/BX 630/RACK	EA	9.4700	37.88
4	0		4 (038) EWA4 4" WA ELBOW 24/BX	EA	3.4300	13.72
5	0		5 (039) DC60 60" DRIVE CLEAT 50/BX	EA	3.5800	17.90
5	0		5 (040) TAPER64 6X4 TAPER 12/BX	EA	10.1900	50.95

# QUOTATION



**SM Grand Rapids WHS (Wyoming) (4100)**  
425 36th St SW  
Grand Rapids, MI 49548  
Phone: 6162610773

Order Number	
11047169	
Order Date	Page
10/05/2023	4 of 5

Quote Expires On: 10/19/2023

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				
2	0	2	(041) 4RHW H&C 4" B-VENT RAIN CAP 6/BOX	EA	16.7800	33.56
2	0	2	(042) 5264 4" 26 GA 5' PIPE 560/RACK	EA	16.4800	32.96
4	0	4	(043) E264 4" 26 GA ELBOW 24/BX	EA	4.4000	17.60
4	0	4	(044) BUSH54 5X4 BUSHING 12/BX 1063	EA	11.5800	46.32
2	0	2	(045) P48690 GASKET NON-STOCK GASKET	EA	22.0000	44.00
2	0	2	(046) BG186862 SEAL KIT	EA	270.7700	541.54
5	0	5	(047) BG185025 185025 Sleeve *** SERIAL NUMBER REQUIRED ***	EA	114.4000	572.00
5	0	5	(048) PF52475 PACKARD 75VA TRANSFORMER FOOT MNT NON-STOCK PACKARD TRANSFORMER 75VA 120/208/240/480	EA	51.3200	256.60
6	0	6	(049) R13430 R134 REFRIGERANT GAS 30LBS PCQ 3 6 40 R134 REFRIGERANT GAS 30LBS PCQ 3 6 40	EA	406.1200	2,436.72
5	0	5	(050) HER100C1201 MODINE 10KW ELEC UNIT HTR 240V/1PH NON-STOCK MODINE 10KW ELEC UNIT HTR 240V/1PH	EA	1,582.3500	7,911.75
3	0	3	(051) P57700 B&G GASKET NON-STOCK	EA	4.7600	14.28
2	0	2	(052) 5264 4" 26 GA 5' PIPE 560/RACK	EA	16.4800	32.96
1	0	1	(053) C5R 1-EA CRIMPER, PIPE, 5-BLADE 4/PK METAL DUCT WORKING TOOLS MALCO: C5R PIPE CRIMPER 5 BLADE (REDLINE), 4 PACK	EA	41.2000	41.20
24	0	24	(054) PF22020 20X20X2 PLEATED AIR FILTER * BQ,Q120 20X20X2 PLEATED AIR FILTER * BQ,Q120	EA	4.5700	109.68

# QUOTATION



**SM Grand Rapids WHS (Wyoming) (4100)**

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
11047169	
Order Date	Page
10/05/2023	5 of 5

Quote Expires On: 10/19/2023

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				
5	0	5	(055) WR1F78144 WR ECONOMY DIG NON-PROG BATTERY STAT	EA	30.7000	153.50
5	0	5	(056) 50002883001 HW COVER PLATE FOCUSPRO/PRO FOR FOCUSPRO® 6000, 5000; PRO 4000, 3000	EA	19.7900	98.95
5	0	5	(057) V8043A1029 HW 3/4" SWT ZONE VALVE N/C 24V 18"LW NON-STOCK	EA	119.7500	598.75
5	0	5	(058) 3H0374540001 MODINE SPARK IGN PILOT ASSEMBLY NON-STOCK 3H37454-1	EA	149.0000	745.00
7	0	7	(059) BG118681 SEAL KIT NO. 7 NON-STOCK SEAL KIT NO. 7	EA	50.7700	355.39

Total Lines: 59

**SUB-TOTAL:** 29,249.73  
**TAX:** 1,755.01  
**AMOUNT DUE:** 31,004.74

Quote based on information provided, Contractor must verify and approve all aspects of quote (for example, but not limited to: quantities, styles, accessories, voltage, and configuration). Lead times and warranties are as provided by Manufacturer. No other warranty expressed or implied. For customers with a current, and open account, Non stock Items are subject to a no cancellation or return policy. For COD customers, 50% payment is required before order will be processed, along with all other terms and conditions as stated above. With signature, contractor approves and acknowledges terms of sale as stated above. Credit cards are not subject to any prompt payment discount.

Signature: \_\_\_\_\_

PO: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE AMENDMENT NUMBER TWO  
FOR THE ACTIVATED SLUDGE BLOWER SYSTEM PROJECT

WHEREAS:

1. City Council accepted a proposal from Donohue & Associates to provide engineering and design work for the activated sludge blower system project via Resolution number 27818 on August 21, 2023.
2. As detailed in the attached staff report, Donohue & Associates has provided the City with an amendment in the amount of \$12,660.00.
3. It is recommended City Council accept the amendment.
4. Funds are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the amendment from Donohue & Associates for the activated sludge blower system project in the amount of \$12,660.00.
2. The City Council authorizes the Mayor and City Clerk to sign the amendment.

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

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Amendment

## STAFF REPORT

Date: October 25, 2023

Subject: Blower Replacement Project Amendment #2

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal as provided by Donohue & Associates for the final blower project engineering and design work as described in the attached scope of services in Amendment #2, in the amount of \$12,660.00, bringing the total contract amount to \$333,160.00.

### **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. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for its improvement and/or replacement to avoid this.

### **DISCUSSION:**

On August 21, 2023, with City Council Resolution No. 27818, the City amended the contract with Donohue & Associates to complete the final engineering and design work for the blower replacement project. Since that time, there have been several failures of the HVAC equipment in the blower building. Rental equipment has been needed occasionally to maintain the correct conditions for the blower equipment to run properly.

Several contractors have been on site to repair and analyze the HVAC unit and have part of it operating for the time being. However, they have all agreed that it is at the end of its useful life and needs to be replaced. Additionally, the heat load in the building electrical room will decrease significantly upon completion of the new blower installation. Replacing the current HVAC unit with a smaller, more appropriately sized unit will result in increased efficiency and should also reflect a decrease in operational costs.

Since Donohue is already working on the blower installation and is familiar with the heat load and cooling requirements of the new equipment, they were asked to provide a proposal to design an appropriately sized HVAC unit. The attached proposal and Amendment request includes this work. It is expected that the purchase and installation of this unit will go out for bid with the blower installation work in early 2024.

### **BUDGET IMPACT:**

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



AMENDMENT NO. 2 to  
ENGINEERING SERVICES AGREEMENT  
Activated Sludge Blower System Preliminary Design and SRF Project Plan (Project)  
Original Agreement Executed November 21, 2022

This Amendment is by and between:

City of Wyoming (City)  
Wyoming Clean Water Plant  
2350 Ivanrest Avenue SW  
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)  
3949 Sparks Drive SE, Suite 105  
Grand Rapids, MI 49546

Who agree to amend the original Agreement, as follows:

#### PROJECT DESCRIPTION

Donohue was previously retained by the City, via amendment to the original contract, to complete final design and support the bidding process on the Activated Sludge Blower System project. Subsequent to that amendment, the existing roof top air conditioning unit that serves the blower building experienced several failures. Following review by City staff and HVAC contractors, it has been determined the unit has served its useful life and requires replacement due to age and obsolescence. Additionally, the heat load in the blower building electrical room is expected to decrease significantly upon completion of the Activated Sludge Blower System project. Replacing the existing 40-ton unit with a significantly smaller unit will right-size the new installation resulting in increased efficiency and decreased operational costs.

As such, the City has requested an amendment from Donohue to complete a building mechanical (HVAC) review of the blower building electrical room, provide recommendations for a new air conditioning unit to serve the space, and inclusion of the new air conditioning unit in the final project bidding package.

#### PART I – B. SCOPE OF SERVICES

##### Task 5 – Blower Building Electrical Room Air Conditioning Replacement

This task item includes review of the existing structure, electrical, and mechanical components related to the air conditioning unit; recommendation for new air conditioning equipment; and inclusion of the work in the final bidding documents. This will include the preparation of plans, specifications, and opinions of probable construction cost (OPCC) documents for replacement of the existing air conditioning unit.

- 5.01 Review of Existing Facility and Recommendations:
  - a. Review existing plans and complete site visit to confirm necessary structural, electrical, and mechanical components to ensure new equipment can be integrated into the existing building.
  - b. Perform heat rejection analysis of the blower building electrical room based on the understanding that all existing VFDs will be removed as part of the overall project.
  - c. Provide recommendation to Owner for new air conditioning equipment size and style.
- 5.02 Incorporation into Final Bidding Package:
  - a. Include air conditioning replacement in 60% documents to the Owner for review.
  - b. Include air conditioning replacement in 90% documents including plans, specifications, and updated OPCC.
  - c. Complete internal quality reviews.
  - d. Include air conditioning replacement in 90% documents to the Owner for review.
  - e. Include air conditioning replacement in Final Construction Documents, including plans, specifications, and OPCC, to Owner for bidding.

The following notes and clarifications are provided regarding the scope of this amendment.

- 1. New air conditioning equipment will be sized to accommodate existing electrical and controls equipment in the blower building electrical room following completion of the Activated Sludge blower System project.
  - a. Existing VFDs will be excluded as these are being removed as part of the overall project.
  - b. New transformers required for the 1.1M blower units are assumed to be located in the blower room and will not be considered in the sizing of air conditioning equipment.
- 2. Specifications will be provided in CSI 50 division format.

#### PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment.

A preliminary project schedule is estimated as follows:

- 1. Task 5 – Blower Bldg Electrical Room AC to be completed in conjunction with Amendment No. 1.

Donohue's services under this Amendment will be considered complete when Donohue has delivered to the Owner the final recommendation of award letter and submitted initial power rebate information to Consumers Energy.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased by \$12,660.00 for the additional scope, resulting in a total contract amount of \$333,160.00.

An additional fee breakdown is provided on the following page.

APPROVED FOR OWNER


By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR DONOHUE

By:  \_\_\_\_\_

Printed Name: Michael W. Gerbitz

Title: Senior Vice President

Date: Oct 23, 2023

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

Blower Final Design - AC for Electrical Room  
 City of Wyoming - Clean Water Plant

Levels of Effort (Hours) by Task

	Project Roles	Principal	PM	Process	Electrical	Controls	Structural	Civil	HVAC	QA/QC	Front End Specs
	Team Members	Harvey	Bates	Stephens	Farrer	Goecks	Reimes	Styf	Peeters	Wills	Bates
500 Blower Building Electrical Room AC Replacement											
505 Review and Existing Conditions					4		4		16		
510 Recommendations									8		
515 Incorporation into Bidding Package					4		4		20		
520											
595 QA/QC Reviews										4	
Totals		0	0	0	8	0	8	0	44	4	0
Total Hours All Phases											
		0	0	0	8	0	8	0	44	4	0

Labor Fees and Expenses by Task

Total Hours	Labor Fee	Travel Expenses	Other Expenses	Totals
24	\$4,700			\$4,700
8	\$1,560			\$1,560
28	\$5,480			\$5,480
0	\$0			\$0
4	\$920			\$920
64	\$12,660	\$0	\$0	\$12,660

Labor Fee Summary by Phase

	Project Roles	Principal	PM	Process	Electrical	Controls	Structural	Civil	HVAC	QA/QC	Front End Specs
	Team Members	Harvey	Bates	Stephens	Farrer	Goecks	Reimes	Styf	Peeters	Wills	Bates
Hourly Labor Charge-Out Rates											
		\$250	\$195	\$130	\$215	\$215	\$180	\$165	\$195	\$230	\$195
Blower Building Electrical Room AC Replacement		\$0	\$0	\$0	\$1,720	\$0	\$1,440	\$0	\$8,580	\$920	\$0
Totals		\$0	\$0	\$0	\$1,720	\$0	\$1,440	\$0	\$8,580	\$920	\$0

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Expenses	Total Fee
64	\$12,660	\$0	\$12,660
64	\$12,660	\$0	\$12,660

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
Gate Valves	Core and Main LP and Etna Supply	Bid prices as shown on the attached staff report.
Gravel and Blast Furnace Slag	Rison Transport LLC and Verplank Trucking Co.	Bid prices as shown on the attached staff report.
Waterworks Fittings	Core and Main LP, Etna Supply, and Ferguson Enterprises LLC dba Ferguson Waterworks	Bid prices as shown on the attached staff report.
Winter Mix Asphalt	Black Gold Transport Inc., A-1 Asphalt Inc., and Superior Asphalt Inc.	Bid prices as shown on the attached staff report.
Fire Hose	CSI Emergency Apparatus LLC	Bid prices as shown on the attached staff report.

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 November 6, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports  
Contracts

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: October 30, 2023  
SUBJECT: Bid Award – Gate Valves  
FROM: Jodie Theis, Public Services Supervisor  
Date of Meeting: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for gate valves to both Core and Main and Etna Supply Company, at the unit prices shown in the attached bid tabulations. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Gate valves are used to isolate sections of watermain that are being repaired or replaced throughout the City. It is important that these valves work properly to minimize water system disruptions. Replacing leaking gate valves also reduces the amount of treated drinking water that is unintentionally released into the environment.

### **DISCUSSION:**

On Tuesday, October 24, 2023, the City received three bids for gate valves. Sixty-seven invitations to bid were sent to prospective bidders. Etna Supply was the low bidder. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to award the bid to both Core and Main and Etna Supply Company. The City staff will purchase the valves based on the lowest cost and availability.

The Public Works Department replaces gate valves on water mains when they are found to be leaking or inoperable.

The Public Works Department is anticipating an estimated yearly total of \$17,000 for gate valves. The total estimated price is an increase of 5% from last year's bid.

### **BUDGET IMPACT:**

Sufficient funds are available in the Water Main Maintenance Account, 591-441-56200-775.000.

### **ATTACHMENTS:**

Bid Tabulations – 10/24/23

City of **Wyoming** Michigan

TABULATION OF BIDS  
 FOR GATE VALVES - BID # 2141  
 OPENED BY THE CITY CLERK ON OCTOBER 24, 2023 AT 11:00 A.M. O'CLOCK

Item Description	Estimated Quantity	Core and Main		Ema Supply Company		Ferguson Enterprises	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 800.51	\$ 9,606.12	\$ 791.00	\$ 9,492.00	\$ 878.68	\$ 10,544.16
8" (Open Right/Left)	6	\$1,263.69	\$ 7,582.14	\$1,274.00	\$ 7,644.00	\$1,385.15	\$ 8,310.90
12" (Open Right/Left)	0	\$2,463.05	\$ -	\$2,515.00	\$ -	\$2,722.79	\$ -
<b>Grand Total:</b>		\$ 17,188.26		\$17,136.00		\$18,855.06	
<b>Brand Bid:</b>		East Jordan Iron Works		East Jordan Iron Works		East Jordan Iron Works	
<b># of days for deliveries from order:</b>		2-14 days		7-10 days		3-30 days	

CITY OF  
**Wyoming**  
MICHIGAN

**GATE VALVES PROJECT CONTRACT**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: Core and Main, LP  
[Name of supplying entity]  
A Florida Limited Partnership  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4530 36th St SE  
[Supplier's street address]  
Kentwood, MI 49512  
[Supplier's city, state & zip]

Effective Date means: November, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:  
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Core and Main, LP

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: Thomas Fisher  
[Signature officer, director, or principal of Contractor]  
Thomas Fisher District Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 10-23, 2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: [Signature]

CITY OF  
**Wyoming**  
MICHIGAN

GATE VALVES PROJECT CONTRACT  
CITY PURCHASING CONTRACT  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: ETNA SUPPLY  
[Name of supplying entity]  
A MICHIGAN LLC  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4901 CLAY AVE SW  
[Supplier's street address]  
GRAND RAPIDS, MI 49548  
[Supplier's city, state & zip]

Effective Date means: \_\_\_\_\_, 202\_\_.

"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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

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TERMS AND CONDITIONS

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

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

City of Wyoming

Contractor: ETNA SUPPLY

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

DALTON POTETER  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 10/30/2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

[Signature]

## STAFF REPORT

DATE: October 30, 2023

SUBJECT: Bid Award – Gravel and Blast Furnace Slag

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for road gravel at a unit price of \$14.40 per ton to the low bidder, Rison Transport LLC and blast furnace slag at a unit price of \$22.55 per ton to the low bidder, Verplank Trucking Co. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The City uses road gravel and blast furnace slag throughout the community for street and utility repairs. Use of road gravel and blast furnace slag, made from materials that are recycled and able to be recycled, reduces the consumption of natural resources and the disposal of concrete and other materials in landfills.

### **DISCUSSION:**

On Tuesday, October 24, 2023, the City received two bids for road gravel and blast furnace slag. Sixty-three invitations to bid were sent to prospective bidders. Rison Transport LLC submitted the low bid for road gravel and Verplank Trucking Co. submitted the low bid for blast furnace slag.

The Public Works Department repairs streets damaged by weather or utility failures throughout the year. To make proper repairs, inferior and/or saturated materials must be removed from underneath the street surface. Road gravel and blast furnace slag are utilized in the repairs. The road gravel and blast furnace slag are transported to the City's Public Works facility where the material is stored for the street and utility repairs.

The Public Works Department uses approximately 2,500 tons of road gravel and 1,500 tons of blast furnace slag each year for street and utility repairs. The cost of road gravel will be \$14.40 per ton, at an estimated total cost of \$36,000.00 and the cost of the blast furnace slag will be \$22.55 per ton, at an estimated total cost of \$34,000.00. The unit price for road gravel is a decrease of 4% from last year's bid. The unit price for blast furnace slag is an increase of 10% from last year's bid.

### **BUDGET IMPACT:**

Sufficient funds are available in the Sewer and Water Fund Maintenance Accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### **ATTACHMENTS:**

Bid Tabulations – 10/24/23

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR GRAVEL & BLAST FURNACE SLAG - BID # 2143  
OPENED BY THE CITY CLERK ON OCTOBER 24, 2023 AT 11:00 A.M. O'CLOCK

	<b>Estimated Quantity</b>	<b>RISON TRANSPORT LLC</b>	<b>VERPLANK TRUCKING COMPANY</b>
Road Gravel, 22-A, M.D.O.T.	2,500 Tons	\$14.40 per Ton	\$17.50 per Ton
Blast Furnace Slag, 22-A, M.D.O.T.	1,500 Tons	\$22.80 per Ton	\$22.55 per Ton

CITY OF  
**Wyoming**  
MICHIGAN

**GRAVEL AND BLAST FURNACE SLAG**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means:

Rison Transport LLC  
(Name of supplying entity)  
A MI Limited Liability Company  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
5565 Duncan Lake Rd.  
(Supplier's street address)  
Middleville, MI, 49333  
(Supplier's city, state & zip)

Effective Date means: 10/23, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: \_\_\_\_\_

Contractor: Rison Transport LLC

By: \_\_\_\_\_  
(Signature officer, director or principal of Contractor)  
Blaine Rison Dispatcher  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 10/23, 2023

CITY OF  
**Wyoming**  
MICHIGAN

**GRAVEL AND BLAST FURNACE SLAG**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: Verplank Trucking Company  
[Name of supplying entity]  
A Michigan, Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
PO Box 8, 705 West 2nd Street  
[Supplier's street address]  
Ferrysburg, Michigan 49409  
[Supplier's city, state & zip]

Effective Date means: 10/5/2023, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

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TERMS AND CONDITIONS

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

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2. City will pay the Contractor in accordance with the RFP and Proposal.
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Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

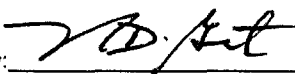
By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: \_\_\_\_\_

Contractor: Verplank Trucking Company

By:   
\_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Nathan Gates, COO & President  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10/5/2023, 2023

## STAFF REPORT

DATE: October 30, 2023

SUBJECT: Bid Award – Waterworks Fittings

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for waterworks fittings to Core and Main, Etna Supply Company and Ferguson Enterprises, at the unit prices shown in the attached bid tabulations. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The use of waterworks fittings allows the Public Works Department to provide timely utility repairs without removal of significant portions of water mains, extensive excavation and costly restoration.

### **DISCUSSION:**

On Tuesday, October 24, 2023, the City received three bids for waterworks fittings. Seventy invitations to bid were sent to prospective bidders. Etna Supply Company was the low bidder. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to award the bid to Core and Main, Etna Supply Company and Ferguson Enterprises. The City staff will purchase the items based on the lowest cost and availability.

The Public Works Department utilizes waterworks fittings to repair damaged water mains throughout the City. Water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating an estimated yearly total of \$45,000 for waterworks fittings. The total price based on the estimated quantity is a decrease of 7% from last year's bid.

### **BUDGET IMPACT:**

Sufficient funds are available in the Water Fund Maintenance Account, 591-441-56200-775.000.

### **ATTACHMENTS:**

Bid Tabulations – 10/24/23

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR WATERWORKS FITTINGS - BID # 2142

OPENED BY THE CITY CLERK ON OCTOBER 24, 2023 AT 11:00 A.M. O'CLOCK

Item Description	Est. Qty.	Core and Main				Etna Supply Company				Ferguson Waterworks			
		Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)
<b>SLEEVES</b>													
20" x 15"	2	\$2,339.13	\$4,678.26	X		\$1,424.00	\$2,848.00	X		\$2,139.00	\$4,278.00	X	
24" x 15"	2	\$3,882.13	\$7,764.26	X		\$1,966.00	\$3,932.00	X		\$2,937.00	\$5,874.00	X	
6" x 12"	10	\$347.82	\$3,478.20	X		\$136.00	\$1,360.00	X		\$245.00	\$2,450.00	X	
8" x 12"	10	\$452.76	\$4,527.60	X		\$176.00	\$1,760.00	X		\$321.00	\$3,210.00	X	
12" x 12"	6	\$938.42	\$5,630.52	X		\$355.00	\$2,130.00	X		\$625.50	\$3,753.00	X	
16" x 15"	2	\$1,831.23	\$3,662.46	X		\$889.00	\$1,778.00	X		\$1,329.00	\$2,658.00	X	
6" x 12" Sleeve, oversized	0	\$487.73	\$0.00	X		NO BID				\$537.00	\$0.00	X	
8" x 12" Sleeve, oversized	0	\$633.00	\$0.00	X		NO BID				\$686.00	\$0.00	X	
12" x 12" Sleeve, oversized	0	\$1,268.94	\$0.00	X		NO BID				\$1,554.00	\$0.00	X	
16" x 15" Sleeve, oversized	0	\$3,296.53	\$0.00	X		NO BID				\$3,856.00	\$0.00	X	
20" x 15" Sleeve, oversized	0	NO BID				NO BID				NO BID			
24" x 15" Sleeve, oversized	0	NO BID				NO BID				NO BID			
<b>CUT-IN SLEEVE</b>													
6"	10	\$748.88	\$7,488.80	X		\$790.00	\$7,900.00	X		\$483.00	\$4,830.00		X
8"	5	\$969.39	\$4,846.95	X		\$1,023.00	\$5,115.00	X		\$646.00	\$3,230.00		X
12"	5	\$1,582.04	\$7,910.20	X		\$1,669.00	\$8,345.00	X		\$1,089.00	\$5,445.00		X
<b>ITEMS FOR "D" VALVE BOXES</b>													
3 Piece "D" Valve Boxes	20	\$262.62	\$5,252.40	X		\$293.00	\$5,860.00	X		\$268.71	\$5,374.20	X	
6" Valve Box Extension	5	\$65.44	\$327.20	X		\$69.00	\$345.00	X		\$59.00	\$295.00	X	
14" Valve Box Extension	5	\$64.55	\$322.75	X		\$68.00	\$340.00	X		\$66.65	\$333.25	X	
18" Valve Box Extension	5	\$76.93	\$384.65	X		\$81.00	\$405.00	X		\$79.43	\$397.15	X	
24" Valve Box Extension	5	\$77.82	\$389.10	X		\$82.00	\$410.00	X		\$80.35	\$401.75	X	
Top Section	10	\$105.23	\$1,052.30	X		\$111.00	\$1,110.00	X		\$108.65	\$1,086.50	X	
Mid Section	1	\$81.35	\$81.35	X		\$86.00	\$86.00	X		\$84.00	\$84.00	X	
Base Section	1	\$57.48	\$57.48	X		\$61.00	\$61.00	X		\$59.35	\$59.35	X	
<b>EBAA MEGALUG SERIES 1100 (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)</b>													
6" Megalugs Gland Kit	20	\$44.27	\$885.40		EBAA	\$49.00	\$980.00		EBAA	\$56.00	\$1,120.00		EBAA
8" Megalugs Gland Kit	20	\$60.08	\$1,201.60		EBAA	\$68.00	\$1,360.00		EBAA	\$74.00	\$1,480.00		EBAA
12" Megalugs Gland Kit	10	\$117.85	\$1,178.50		EBAA	\$133.00	\$1,330.00		EBAA	\$139.00	\$1,390.00		EBAA
16" Megalugs Gland Kit	4	\$211.82	\$847.28		EBAA	\$245.00	\$980.00		EBAA	\$234.00	\$936.00		EBAA
20" Megalugs Gland Kit	4	\$367.89	\$1,471.56		EBAA	\$406.00	\$1,624.00		EBAA	\$380.00	\$1,520.00		EBAA
24" Megalugs Gland Kit	4	\$499.88	\$1,999.52		EBAA	\$551.00	\$2,204.00		EBAA	\$517.00	\$2,068.00		EBAA
<b>Total for estimated quantities:</b>			<b>\$65,438.34</b>				<b>\$52,263.00</b>				<b>\$52,273.20</b>		
<b>State number of days required for deliveries from date of receipt of orders:</b>			2-14 Days				7-10 Days				3-10 Day * Subject to change due to manufacturer lead times.		
<b>Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?</b>			Yes				Yes				Yes		

CITY OF  
**Wyoming**  
MICHIGAN

**WATERWORKS FITTINGS**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: CORE AND MAIN, LP  
[Name of supplying entity]  
A FLORIDA, LIMITED PARTNERSHIP  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4530 36TH ST SE  
[Supplier's street address]  
KENTWOOD, MI 49512  
[Supplier's city, state & zip]

Effective Date means: November, 2023.

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

City of Wyoming

Contractor: Core and Main, LP

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: Thomas Fisher  
[Signature officer, director, or principal of Contractor]  
Thomas Fisher District Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 10-18, 2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: [Signature]

CITY OF  
**Wyoming**  
MICHIGAN

**WATERWORKS FITTINGS**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: ETNA SUPPLY  
[Name of supplying entity]  
A MICHIGAN LLC  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4901 CLAY AVE SW  
[Supplier's street address]  
GRAND RAPIDS MI, 49548  
[Supplier's city, state & zip]

Effective Date means: \_\_\_\_\_, 2023.

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2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

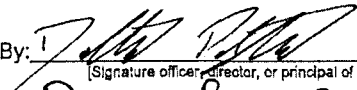
By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: \_\_\_\_\_  


Contractor: ETNA SUPPLY

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

Date signed: 10/30/, 2023



## STAFF REPORT

DATE: October 30, 2023

SUBJECT: Bid Award – Winter Mix Asphalt

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for winter cold mix UPM asphalt to the only bidder, Black Gold Transport Inc. and the permanent winter hot mix HMA asphalt to both A-1 Asphalt Inc. at a unit price of \$125.00 per ton and Superior Asphalt Inc. at a unit price of \$140.00 per ton for the 2023-2024 winter season. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The use of winter mix asphalt allows the Public Works Department to provide high quality street repairs throughout the winter season. Winter mix asphalt is made from materials that are recycled and able to be recycled, reducing the consumption of natural resources and the dumping of asphalt materials in landfills.

### **DISCUSSION:**

On Tuesday, October 24, 2023, the City received one bid for winter cold mix asphalt and two bids for winter hot mix asphalt. Thirty-one invitations to bid were sent to prospective bidders. As indicated on the attached bid tabulation, Black Gold Transport Inc. was the low bidder for the winter cold mix asphalt and A-1 Asphalt Inc. was the low bidder for the winter hot mix asphalt. Due to the nature of the batching plants and availability of the product, it is in the best interest of the City to award the bid for the permanent winter hot mix asphalt to both A-1 Asphalt Inc. and Superior Asphalt Inc. The City staff will purchase the asphalt based on the lowest cost and availability.

It is anticipated that the Public Works Department will use approximately 300 tons of winter cold mix UPM asphalt and approximately 300 tons of permanent winter hot mix HMA asphalt during the 2023–2024 winter season. The cost of the cold mix asphalt will be \$155.00 per ton, at an estimated total cost of \$46,500.00 and the cost of the hot mix asphalt will be \$125.00 per ton, at an estimated total cost of \$40,00.00. The unit price for cold mix asphalt is an increase of 7% from last year's bid. The unit price for hot mix asphalt is a decrease of 7% from last year's bid.

### **BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water maintenance accounts, 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775.000, 203-441-47800-740.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### **ATTACHMENTS:**

Bid Tabulations – 10/24/23

City of **Wyoming** Michigan

TABULATION OF BIDS  
FOR WINTER MIX ASPHALT - BID # 2144  
OPENED BY THE CITY CLERK ON OCTOBER 24, 2023 AT 11:00 A.M. O'CLOCK

<b>Bidder</b>	<b>Winter Cold Mix Asphalt (UPM) Per Ton</b>	<b>Permanent Winter Hot Mix Asphalt (HMA) Per Ton</b>
A-1 Asphalt, Inc.	No Bid	\$125.00
Black Gold Transport Inc.	\$155.00	No Bid
Superior Asphalt Inc	No Bid	\$140.00

CITY OF  
**Wyoming**  
MICHIGAN

**WINTER MIX ASPHALT**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means:

Black Gold Transport Inc.  
(Name of supplying entity)  
A Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
25 4237 Dorf Commerce Dr 4110 26<sup>th</sup> St  
(Supplier's street address)  
SE Wayland, MI 49348 Dorf, MI 49323  
(Supplier's city, state & zip)

Effective Date means: 10-24, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

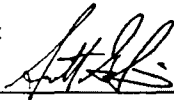
City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

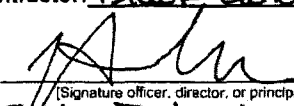
By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



Contractor: Black Gold transport

By:   
(Signature officer, director, or principal of Contractor)  
Justin Richardson, Plant manager  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 10-23, 2023

CITY OF  
**Wyoming**  
MICHIGAN

**WINTER MIX ASPHALT**  
**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: A-1 Asphalt Inc.  
[Name of supplying entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4634 Division Ave  
[Supplier's street address]  
Wayland, MI 49348  
[Supplier's city, state & zip]

Effective Date means: Oct 16, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

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TERMS AND CONDITIONS

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1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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

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

City of Wyoming

Contractor: A1 Asphalt INC.

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: Brian M. [Signature]  
[Signature of officer, director, or principal of Contractor]  
Brian M. Jank  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: 10-16, 2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: [Signature]

CITY OF  
**Wyoming**  
MICHIGAN

WINTER MIX ASPHALT  
CITY PURCHASING CONTRACT  
CITY OF WYOMING, MICHIGAN

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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means:

Superior Asphalt INC  
(Name of supplying entity)  
A MICHIGAN - CORPORATION  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
669 Century SW  
(Supplier's street address)  
GRAND RAPIDS MI 49503  
(Supplier's city, state & zip)

Effective Date means: 10/24, 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 bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:  
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Superior Asphalt INC

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
(Signature of officer, director, or principal of Contractor)  
John Alonso ESTIMATOR  
(Typed/Printed Name & Title of Person Signing for Contractor)

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: 10/24, 2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

[Signature]

## STAFF REPORT

Date: October 30, 2023  
Subject: Fire Hose  
From: Dennis Van Tassell, Deputy Fire Chief  
CC: Kim Koster, Public Safety Chief  
Kip Snyder, Deputy Public Safety Chief

Meeting Date: November 6, 2023

---

### **RECOMMENDATION:**

It is recommended City Council authorize the bid for fire hose from CSI Emergency Apparatus LLC, for Mercedes Kraken hose, for \$42,250.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The fire department is transitioning the fire hose utilized for fire suppression for several reasons. The hose is tested annually, and 3-5% of the current hose fails each year and is taken out of service. Through training evolutions, it was found that the hose that the department utilizes has a wide variance of age and construction. This has created differences in flow rates while in use. This difference in flow rates can have a negative impact on fire suppression efforts and on the fire apparatus used to pump water through the hose. The new hose will provide a higher level of fire fighter safety while in use. A primary aspect of the bid was to have directional arrows to show firefighters which way is out of a smoke and heat filled building. This provides a higher level of safety for firefighters and any civilians that may be rescued during these events.

### **DISCUSSION:**

On Tuesday, October 17, 2023, the City received four bids for fire hose. Seventy-seven invitations were sent to and/or downloaded by prospective bidders. Of the four bids received, the lowest bid from MacQueen Emergency, did not include the hose arrow directional component required. As previously stated, the arrow directions will add a level of fire fighter safety during interior firefighting operations. The CSI Emergency Apparatus bid for Mercedes Aquaflow hose had a higher rate of friction loss than the Mercedes Kraken. Higher friction loss will necessitate higher pumping pressures from the fire apparatus causing extra wear on the pumps. In addition, the Mercedes Kraken hose has the best rating for water flow through kinked hose from all hose that was bid. This provides a greater level of safety for firefighters and ensures a faster suppression rate saving more property during fire events. Taking these factors into consideration, the department has chosen the bid from CSI Emergency Apparatus for Mercedes Kraken hose for you to consider.

**TABULATION:**

	Manufacturer	1.75" Hose		2.0" Hose		Total for Estimated Quantity
		Est. Qty.	Per Unit	Est. Qty.	Per Unit	
Macqueen Group, dba Macqueen Emergency	North American Fire Hose	110	\$181.67	60	\$270.56	\$36,217.30
CSI Emergency Apparatus LLC	Mercedes Aquaflow	110	\$200.00	60	\$290.00	\$39,400.00
CSI Emergency Apparatus LLC	Mercedes Kraken	110	\$215.00	60	\$310.00	\$42,250.00
Dinges Fire Partners LLC	Bull Dog Hose Company	110	\$219.12	60	\$371.20	\$46,375.20

**BUDGET IMPACT:**

Funds are budgeted in account number 101-337-33900-740.000.

Attachment: Contract



CSI Emergency Apparatus, LLC  
 Grayling, MI 49738



# Estimate

Date	Estimate #
10/9/2023	897

Name / Address
WYOMING FIRE DEPARTMENT 2300 DEHOOP AVENUE SW WYOMING, MI 49509

Ship To

Terms	Due Date	Project
N30	11/8/2023	

Item	Item Description	Qty	Unit Price	Total Price
DIRECT	12517050ATYKrakenExo® (Diameter: 1 3/4" / 44 mm, Length: 50' / 15.2M, Color: Yellow) 5128NH34RAGWOWayout (Arrow) Gold Anodized Alum. Coupling 1 3/4 x 1 1/2 x 2.1/8 NH R/L (Set) Stencile: Female end of hose to be stenciled "WYOMING FIRE DEPT - XX-XXX"	110	215.00	23,650.00
DIRECT	12520050ATOKrakenExo® (Diameter: 2" / 51 mm, Length: 50' / 15.2M, Color: Orange) 5140NH37RAGWOMERLITE 2 x 2 1/4 Gold Anodized Alum. Coupling with Gold W/O 2 1/2 x 2 5/16 NH R/L (Set) Stencile: Female end of hose to be stenciled "WYOMING FIRE DEPT - XX-XXX"	60	310.00	18,600.00
shipping to be included with a complete order lead time on shipment is approximately 180 business days				

Thank you for choosing CSI, we appreciate your business!	<b>Subtotal</b>	\$42,250.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$42,250.00



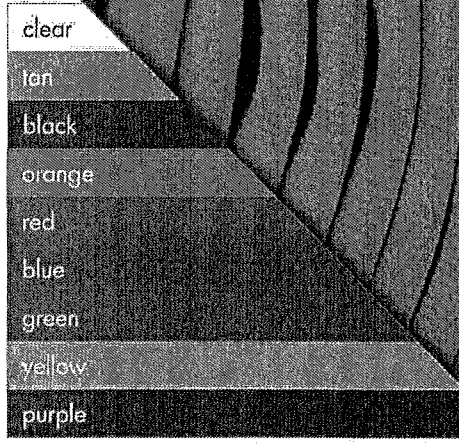
## DIAMETERS

- 1.50in/38mm
- 1.75in/44mm
- 2.00in/51mm
- 2.50in/64mm
- 3.00in/76mm

# KRAKENEXO®

Designed for aggressive fire fighting applications where durability coupled with lightweight, excellent low pressure kink resistance and superior water flow are critical factors.

- » The most advanced attack hose
- » Weighs less, Kinks Less, and Flows more Water
- » Unique Mertex® lining yields an extremely low friction loss, for maximum flow and superior adhesion for long life
- » Standard with Wayout® couplings. The reflective recessed arrows help guide the way out of a fire. These couplings have the IDentify® recessed area for color and bar coding and/or identification markings
- » Features our Mercedes Textiles Limited 2-10-L warranty ("2 year All Hazards", "10 year against manufacturing defects" and "Lifetime against delamination")
- » Standard with our Permatek HP™ Treatment in (9) color options
- » Burst safety factor of 3.75 times the service pressure for greater security (exception 3"/76mm)
- » Remains flexible to -65° F / -55° C
- » Exceeds NFPA 1961, UL and FM performance requirements
- » UL approved in all sizes and can be UL labeled upon request
- » Request a demonstration at KrakenHammer.com



Hose Spec.	Trade Size		Bowl Size		Weight (per 100 ft)		Coil Diameter (50' / 15.2m)		Service Pressure		Proof Pressure		Burst Pressure	
	In.	mm	In.	mm	Lbs.	Kg	In.	Cm.	PSI	kPa	PSI	kPa	PSI	kPa
815	1.50	38	1 15/16	49	12.7	5.8	16.5	42	400	2 755	800	5 515	1 500	10 345
816	1.75	44	2 1/8	54	14.9	6.8	17.0	43	400	2 755	800	5 515	1 500	10 345
817	2.00	51	2 5/16	59	17.0	7.7	17.0	43	400	2 755	800	5 515	1 500	10 345
818	2.50	64	2 7/8	73	21.5	9.8	19.0	48	400	2 755	800	5 515	1 500	10 345
819	3.00	76	3 5/16	84	26.5	12.0	21.0	53	400	2 755	800	5 515	1 250	8 620



**MERCEDES  
TEXTILES LIMITED**

5838 Cypriot  
Saint Laurent, QC  
Canada, H4S 1Y5

PHONE 514.335.4337  
PHONE 877.937.9660  
FAX 514.335.9633

mercedestextiles.com  
sales@mercedestextiles.com

# HOW TO SPECIFY KRAKENEXO®

**THE HOSE SHALL BE DOUBLE JACKET WITH A SERVICE TEST PRESSURE OF 400 PSI / 2755 KPA.**

.....

## JACKETS

The inner hose jacket alone shall be a NFPA compliant Attack hose, made with 100% filament polyester warp and weft yarn. The outer jacket shall be made with virgin spun polyester warp yarn and a minimum of 10 filament polyester weft yarn picks per inch (394 per Meter). The jacket shall have two 5/8" (16 mm) wide red stripes, 1/4" (6 mm) apart, running the full length of the jacket. The outer jacket shall be impregnated in one of the standard NFPA colors with high performance polymeric dispersion.

## LINING

The lining (waterway) must be made from polyurethane and must be applied using a fused process that welds the polyurethane directly to the textile while the hose is being woven, without the use of adhesives or hot melt. The fused lining process must create a virtually inseparable unit without the use of adhesives, yielding an extremely low friction (pressure) loss by filling in the corrugations of the weave, creating an ultra thin and smooth waterway. Fire hose made using adhesives of any type do not meet this specification. The lining shall be approved for use with potable water.

## ADHESION

The adhesion shall be such that the rate of separation of a 1 1/2" / 38mm strip of polyurethane, transversely cut, shall not be greater than 1/4" / 6mm per minute under a weight of 12 lbs / 5.5 kg.

## COLD TEMPERATURE FLEXIBILITY

The hose must remain flexible to -65°F (-55°C)

## FLOW AND FRICTION LOSS

1 3/4 inch (44mm) diameter @ 100 US GPM (379 LPM), shall not exceed 6.9 PSI (48 kPa) loss per 100 feet (30.5 M)

## SERVICE, TEST, BURST PRESSURES

Minimum service, test and burst pressures shall be as detailed in the specification table on the previous page.

## KINK TEST

**HIGH PRESSURE:** A full length shall withstand, without damage, a hydrostatic pressure of 600 psi / 4140 kPa while kinked.

**LOW PRESSURE:** For sizes up to 2 1/2" / 64mm, the hose shall not kink when formed into a 25" / 64 cm wide loop (outside measure) at 60 psi / 415 kPa internal water pressure.

For 3" / 76mm size, the hose shall not kink when formed into a 36" / 91 cm wide loop (outside measure) at 60 psi / 415 kPa internal water pressure.

## WEIGHT

Each length of fire hose shall not weigh more than indicated in the specification table.

## COUPLING SPECIFICATIONS

The female coupling shall have at least 3 reflective arrows, in order to be visible from any position. The reflective arrows must be engraved into and below the surface of the coupling, to resist abrasion. The arrows must point in the direction of the water source for a standard hose connection. The male coupling and female swivel nut must both have a recessed area to facilitate color and bar coding and/or identification markings.

## MANUFACTURE

Both hose and couplings must be manufactured in North America and be NAFTA compliant.

## STANDARDS

Hose must be UL approved in all sizes and UL labeled when requested.

## WARRANTY

The fire hose shall have a 2-10-L warranty, as described below.

"2" denotes two year "all hazards" warranty against any damage incurred during fire fighting applications

"10" denotes Ten year warranty against manufacturing defects

"L" denotes Lifetime warranty against liner delamination

**INNOVATION DELIVERED.**

# MERCEDES TEXTILES VS COMPETITORS

**KRAKENEXO®**



**MERCEDES  
TEXTILES LIMITED**  
Innovation delivered.™

## RADIANT HEAT TEST RESULTS SUMMARY

The major revision in the NFPA 1961 2020 edition is the new requirement that 1½ in. to 3 in. attack hose is to be tested in accordance with the radiant heat test in ANSI/UL 19, Lined Fire Hose and Hose Assemblies. The results below compare our KrakenEXO® with some of the competitor hoses.

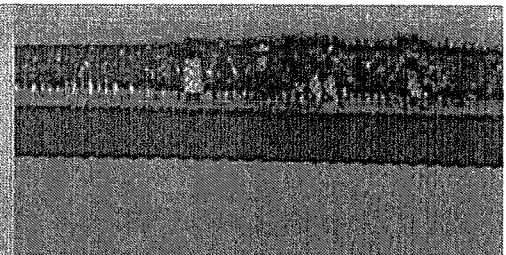
Within 1 minute and 30 seconds, the 1¾" KrakenEXO® has already begun to self protect, minimizing leakage to a maximum of 0.05 GPM. Competitors hose leakage results are 60 to 900 times more water loss than our KrakenEXO®.

### STEP 1 2020 UL RADIANT HEAT TEST

Exposure Duration per 2020 UL Radiant Heat requirements (time until hose loses 20 PSI)

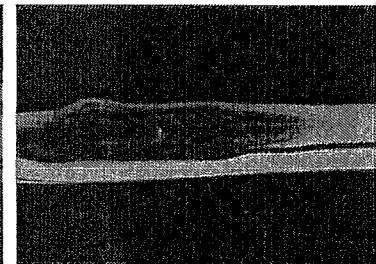
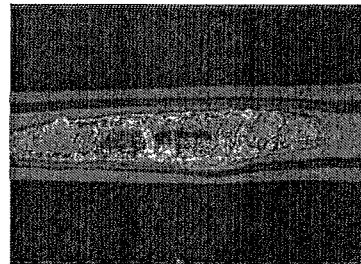
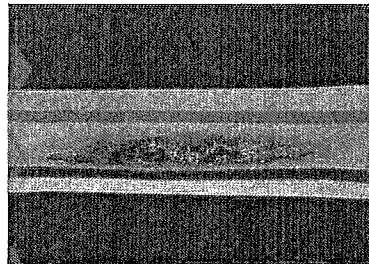
MERCEDES TEXTILES  
1¾" KRAKENEXO®  
MERTEX® LINED

EXPOSURE DURATION  
1 MIN. 30 SEC.



COMPETITOR  
1¾" THRU THE  
WEAVE LINED

EXPOSURE  
DURATION  
2 TO 4 MINUTES

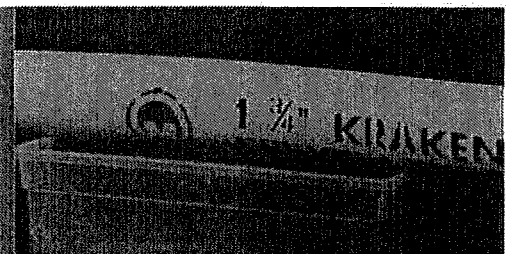


### STEP 2 HIGH PRESSURE TEST - 150 PSI

After the radiant heat tests, the hose is tested at 150 PSI and the water loss is measured with a flow meter.

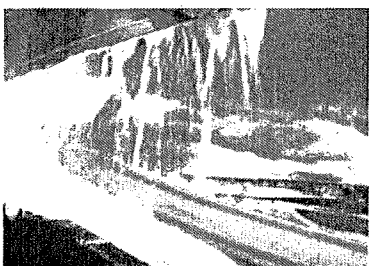
MERCEDES TEXTILES  
1¾" KRAKENEXO®  
MERTEX® LINED

AVERAGE LEAKAGE  
RATE 0.05 GPM



COMPETITOR  
1¾" THRU THE  
WEAVE LINED

60 TO 900 TIMES  
MORE WATER LOSS  
THAN KRAKENEXO®





## DIAMETERS

- 1.00in/25mm
- 1.50in/38mm
- 2.00in/51mm
- 2.50in/64mm
- 3.00in/76mm

# MERTEX WAYOUT®

Designed to improve life safety in the Fire Service.

- » Directional Arrows (patented) are engraved into and below the surface of the female coupling pointing in the direction of the water source with standard connectivity. Available in sizes 1 to 3 inch (25 to 76mm)
  - The visibility of the recessed arrows are enhanced by the addition of a highly reflective material
  - Arrows reflect under low lighting to assist in guiding the way out
  - Recessing the Arrow helps prevent damage to the reflective material from abrasion during use
  - The reflective Arrow greatly improves nighttime visibility of the hose line on the fire ground reducing accidental damage
- » Features the Identify® recessed area for color coding, bar coding and/or identification markings in sizes 1.5 to 3 inch (38 to 76mm)
- » Two Year All Hazards Warranty and 10 years against manufacturing defects
- » Available with the following fire hose products:
  - KRAKENEXO®
  - CARRY-LITE®
  - HYDRATAK™
  - AQUAFLOW-PLUS®
  - FUTURE-LINE®
  - X-STREAM®
  - AQUAPOWER™
  - X-STREAM® PLUS

Patents : US 9,539,449; Canada 2,753,087; South Africa 2011/06223; UK 2,480,968. Other patents pending.

standard  
gold



**MERCEDES  
TEXTILES LIMITED**

mercedestextiles.com  
PHONE 514.335.4337  
PHONE 877.937.9660  
FAX 514.335.9633



**HIGHWATER  
HOSE™**

highwaterhose.com  
PHONE 888.832.4310  
PHONE 819.832.4310

# HOW TO SPECIFY MERTEX WAYOUT®

- The female coupling must have reflective arrows that are visible from any position
- The reflective arrows must be engraved into and below the surface of the coupling, to resist abrasion
- The arrows must point in the direction of the water source
- The couplings must be available in sizes from 1 to 3 inch diameter (25mm to 76mm)
- Sizes 1.5 to 3 inch diameter (38mm to 76mm) must have a recessed area to facilitate color labels, bar code labels, identification stamping, etc.
- The couplings must conform to NFPA standards
- The fire hose connection or fitting shall be permanently and legibly marked on the outside surface of the product, with the manufacturer's name or trademark
- The thread size and designation (e.g. 1 1/2" / 38 mm NH) shall have a minimum letter height of 0.10 in, (0.255 mm)
- The fire hose connection or fitting shall be permanently and legibly marked on the outside surface of the product, with the country of manufacturing origin
- The couplings must be hard anodized to MIL spec 8625 type III. The anodized treatment must be resistant to chipping & deterioration due to abrasion
- The coupling must be available in gold and standard anodizing
- The couplings must be manufactured in North America and be NAFTA compliant
- The coupling must have a Two Year All Hazards Warranty and 10 years warranty against manufacturing defects

**Important : Fire departments must observe the standard connectivity of the female end to the water source**

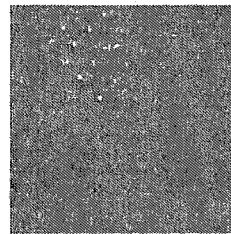
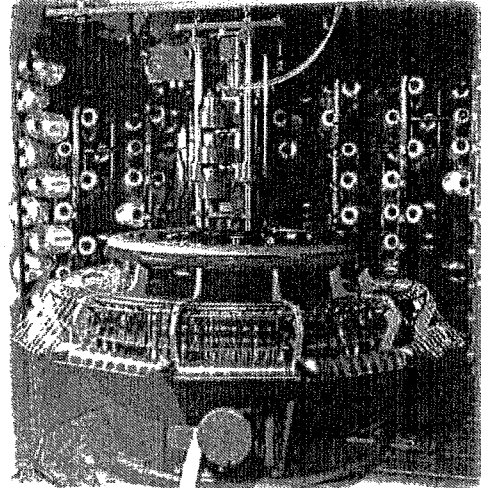


## UNIQUE **MERTEX**® LINING PROCESS

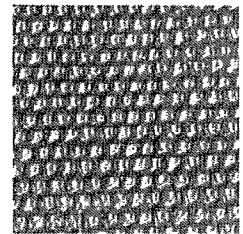
A unique Mertex® process designed especially for the manufacturing of fire hose was developed exclusively by Mercedes Textiles Limited. This process uses a lining material in a molten state which is then introduced into the fabric jacket as it is being woven at the loom. No adhesives, glues or other bonding agents are used in this process. With this method, a smoother waterway is produced, yielding greater water flow at the discharge end. This continuous process is your assurance that Mercedes Fire Hose will provide the most efficient products available. Some advantages of our Mertex® process are:

- The superior liner adhesion of the Mertex® process allows for the use of high strength Filament Polyester yarn in both the warp & weft directions, for a greater burst safety margin
- Creates a virtually inseparable bond without the use of adhesives "NO DELAMINATION"
- Locks fibers together for even greater strength while still allowing for a high flexibility
- Creates an amazingly smooth waterway which yields an extremely low friction (pressure) loss "HIGHER FLOW"
- Produces lower elongation under pressure. Lower elongation means less back pull when water is suddenly shut-off, resulting in a safer hose to work with in firefighting
- Permits manufacturing to any length (Call factory for non-standard lengths)
- Mertex® process >> Canadian patent # 1,295,104, plus patents in 15 other countries

HOSE LOOM WITH "EXTRUDER"  
EXPERIENCE UP TO 66% GREATER FLOW



Our Mertex® Process Synthetic  
Hose Lining (smooth surface  
= less friction/greater flow)

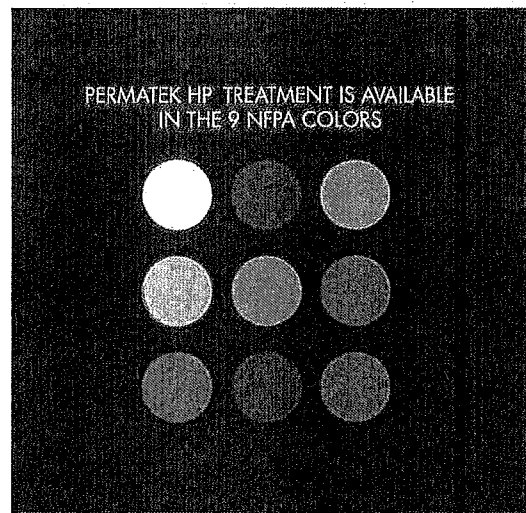


Example: Compeltor's Synthetic  
hose lining (rough surface  
= less flow)

## **PERMATEK HP**™ TREATMENT FOR HOSE JACKETS

Permatek HP™ treatment is a high performance polymeric dispersion which saturates each and every fiber of the hose jacket, ensuring superior physical properties. Some of the advantages of the Permatek HP™ treatment are:

- Locks all fibers together for greater strength
- Produces a lower drag coefficient in charged hose lays which results in greater ease of advancement
- Reduces water pickup and absorption
- Provides excellent protection against abrasion
- Provides resistance to petroleum products, hydrocarbons, most solvents and greases
- Excellent resistance against UV and Ozone
- Results in much shorter drying time



PERMATEK HP™ TREATMENT IS AVAILABLE  
IN THE 9 NIFPA COLORS

Note: Actual hose colors may vary

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™ Represents trademarks of Mercedes Textiles Limited, unless otherwise noted

5838 Cypriot  
Saint Laurent, QC  
Canada, H4S 1Y5

Phone 514.335.4337  
Phone 877.937.9660  
Fax 514.335.9633

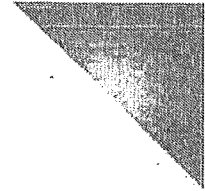
mercedestextiles.com  
sales@mercedestextiles.com

# MERCEDES KRAKEN FRICTION LOSS CHART

NOMINAL SIZE	GPM	ACTUAL SIZE	FRICTION LOSS PER 100'
1 3/4"	100 gpm	1.81"	6.9 lbs loss
1 3/4"	150 gpm	1.81"	14.5 lbs loss
1 3/4"	200 gpm	1.81"	24.2 lbs. loss
2"	200 gpm	2.0"	13.5 lbs loss
2"	250 gpm	2.0"	20.4 lbs loss
2"	300 gpm	2.0"	38.4 lbs loss



**MERCEDES  
TEXTILES LIMITED**  
Innovation delivered.™



Mercedes Textiles Ltd, Hydro-Wick Industries Ltd and Highwater Hose Inc.

**Specific warranty terms for Krakenhammer® 10-L and 2-10-L warranties for municipal products**

The following warranty coverage takes effect for the respective fire hose products listed under the Krakenhammer® 10-L and/or Krakenhammer® 2-10-L coverage below.

**"2" denotes Two year "all hazards" warranty**

We will repair or replace, at our discretion, fire hose products that incur accidental damage within this two-year warranty period. Accidental damage can occur during fire suppression in the form of cuts, abrasion, or other hazards that are present while fighting fires which could render the products unfit for use.

Contamination of hose that has come in contact with fuels, toxic chemicals and blood borne fluids are not covered under this warranty. Contaminated hose should be considered as an insurance claim as they are unsafe to handle, prohibited to transport, and should be disposed of as dictated by local authority/jurisdiction.

Hose and couplings that are used for purposes other than fire-fighting, the use for which it is intended, including Training Academy use and damage incurred due to hose testing operations, shall not be covered in this warranty. Mercedes Textiles, Hydro-Wick Industries and/or Highwater Hose reserve the right of final decision in cases of any ambiguity concerning a damaged product.

**"10" denotes Ten- year warranty against manufacturing defects**

Fire hose products are guaranteed to be free from defects in material and/or workmanship for a period of ten (10) years from date of invoice.

**"L" denotes Lifetime warranty against liner delamination**

We provide a lifetime warranty against liner delamination for the fire hose products mentioned below. Delamination meaning the waterway liner has separated or partially separated from the hose fabric.

**Krakenhammer® 10-L Coverage products**

MTFS-800-DP®, Carry-Lite®, Future-Line®, MTSS-800™

**Krakenhammer® 2-10-L Coverage products**

Mertex Wayout® coupling, Storz IReflect® coupling, KrakenExo®, EXOmetro®, KrakenExo Super II®, Aquaflow Plus®, Megaflo® Breather, X-Stream® Plus, X-Stream®, Hydratak 600™\*, Deluge™\*\*\*.

\* When coupled with the patented Mertex Wayout®

\*\* When coupled with the patented Storz IReflect®

**Returned Goods Order (RGO) Procedure**

To obtain repair or replacement, please request an RGO number from our Support Services Department prior to shipment of the hose to the factory.

If the return item qualifies under the 2-10-L warranty terms, we will repair or replace the item and pay the cost of shipping the hose to the factory and the cost of returning the hose will be charged.

If the product is found to be defective, we will repair or replace the item and pay both inbound and return freight costs.

If the hose is found to be not under our warranty guidelines, we will advise of the repair charges including inbound and outbound freight to determine the total cost

**To request an RGO number:**

1. Contact the dealer who sold the hose, or
2. Contact Support Services at Mercedes Textiles or Highwater Hose
3. Please have complete purchase details available.

This warranty may be discontinued at any time at the discretion of Mercedes Textiles, Hydro-Wick Industries and/or Highwater Hose.

™ represents trademark of Mercedes Textiles Ltd, Hydro-Wick Industries Ltd or Highwater Hose Inc., unless otherwise specified

® represents registered trademark of Mercedes Textiles Ltd, Hydro-Wick Industries Ltd or Highwater Hose Inc., unless otherwise specified

April 9, 2022

Mercedes Textiles Ltd  
5838 Cypriot Street  
Saint Laurent, QC  
H4S 1Y5, Canada

HighWater Hose Inc  
12 Willard Street  
East Angus, QC  
J0B 1R0, Canada

Hydro-Wick Industries Ltd  
287 St Jean  
East Angus, QC  
J0B 1R0, Canada

MercedesTextiles.com  
HighWaterHose.com

ORDINANCE NO. 13-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES  
BY ADDING SUBSECTION (141) TO REZONE 4500, 4520, 4546, 4570,  
AND 4586 BURLINGAME AVENUE SW FROM R-1 TO R-3

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (141) to read as follows:

- (141) (a) To rezone the following described properties at 1091 Gezon Parkway (parcel number 41-17-35-257-004) from B-3 Planned Shopping Business District to RO-1 Restricted Office District:

**PARCEL NUMBER 41-17-27-230-002, PER WARRANTY DEED:**

PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST 1977.49 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 01 DEGREES 28 MINUTES 03 SECONDS WEST 574.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 28 MINUTES 03 SECONDS WEST 77.28 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PALMER HILLS DRIVE (60 FEET WIDE); THENCE NORTH 88 DEGREES 32 MINUTES 01 SECONDS EAST 170.34 FEET; THENCE NORTH 37 DEGREES 46 MINUTES 37 SECONDS EAST 137.67 FEET; THENCE SOUTH 52 DEGREES 13 MINUTES 23 SECONDS EAST 298.71 FEET; THENCE SOUTH 37 DEGREES 46 MINUTES 37 SECONDS WEST 319.05 FEET; THENCE SOUTHWESTERLY 106.00 FEET ALONG A 755.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 8 DEGREES 02 MINUTES 39 SECONDS, AND A CHORD BEARING SOUTH 41 DEGREES 47 MINUTES 56 SECONDS WEST 105.91 FEET (THE PREVIOUS 2 COURSES BEING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GEZON PARKWAY, 80.00 FOOT WIDE); THENCE NORTH 86 DEGREES 09 MINUTES 42 SECONDS WEST 34.05 FEET; THENCE NORTH 39 DEGREES 04 MINUTES 53 SECONDS WEST 203.68 FEET; THENCE NORTHWESTERLY 177.25 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37 DEGREES 36 MINUTES 50 SECONDS, AND A CHORD BEARING NORTH 20 DEGREES 16 MINUTES 28 SECONDS WEST 174.09 FEET (THE PREVIOUS 3 COURSES BEING ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID PALMER HILLS DRIVE) TO THE POINT OF BEGINNING.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Kelli A. VandenBerg  
Wyoming City Clerk

November 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to Rezone 1091 Gezon Parkway from B-3 Planned Shopping District to RO-1 Restricted Office District (Section 35) (Great Lakes Community Developers)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 17, 2023. At the meeting, a motion was made by VanDuren, supported by Zapata, to recommend that City Council approve the proposed rezoning. 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.

The parcel at 1091 Gezon Parkway is currently substandard for its current B-3 designation, which requires a minimum lot area of 5 acres. At 3.22 acres, rezoning the parcel to RO-1 would bring the parcel into conformance with Zoning Ordinance development standards and would be compatible with adjacent RO-1 uses to the north and south. Additionally, the property is intended to serve as a buffer between the residential uses to the west and more intense commercial uses to the east.

If rezoned, the applicant contemplates an application for a land division that would result in two child parcels of approximately 1.36 and 1.86 acres. Both child parcels would need to meet the development standards for the RO-1 district. Potential future uses at the site include a drive-through financial institution and medical office. While a medical office would be permitted in the RO-1 district by right, a financial institution with a drive-through is permitted in the RO-1 district with special use approval.

One resident asked during the public hearing where the drive opening for the parcel would be and whether the City planned to install a traffic light. There were no other public comments.

The Engineering Office requested, and Planning Commission, approved a condition that the drive opening would need to be to Palmer Hills Drive and not to Gezon Parkway. At this time, the traffic at this location does not warrant a traffic signal.

community • safety • stewardship

CITY COUNCIL

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Smith". The signature is stylized with a large initial "P" and "S".

Paul Smith, Assistant Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 1

**DATE DISTRIBUTED:** October 9, 2023

**PLANNING COMMISSION DATE:** October 17, 2023

**ACTION REQUESTED:** Request for Rezone from B-3 Planned Shopping Business District to RO-1 Restricted Office District

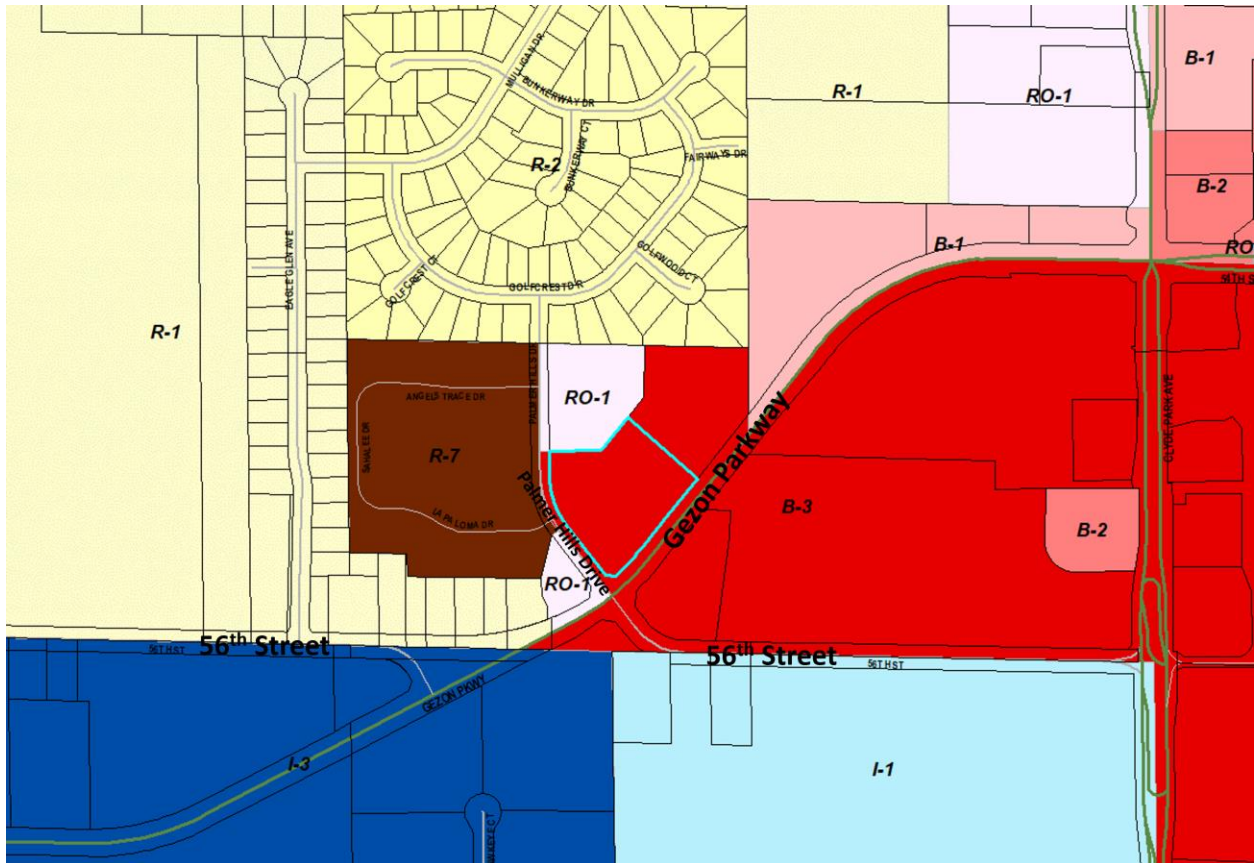
**REQUESTED BY:** Great Lakes Community Developers

**REPORT PREPARED BY:** Joe Blair – Planner II and Cate Carlberg – Planner I

**GENERAL LOCATION DESCRIPTION:**

The 3.22-acre parcel is located at 1091 Gezon Parkway SW, north of the intersection at Palmer Hills Drive and Gezon Parkway.

**EXISTING ZONING CHARACTERISTICS:**



This site is currently zoned B-3 Planned Shopping Business District. Zoning surrounding the property is as follows:

North: RO-1 Restricted Office District and B-3 Planned Shopping Business District  
South: RO-1 Restricted Office District and B-3 Planned Shopping Business District  
East: B-3 Planned Shopping Business District  
West: RO-1 Restricted Office District and R-7 Residential District

**EXISTING LAND USE:**



The site is currently vacant. The surrounding land uses are as follows:

North: Integrative Health Consultants, West Michigan Surgical Specialists, Higher Health Chiropractic, All Seasons Casual Home & Patio, Fantastic Nails, Lakeshore Sewing  
South: S.A. Morman & Co.  
East: Menards  
West: Palmer Hills Condominiums

**PROJECT INFORMATION:**

Great Lakes Community Developers is requesting the parcel located at 1091 Gezon Parkway SW be rezoned from B-3 Planned Shopping Business District to RO-1 Restricted Office District. The parcel is currently substandard for the B-3 district, which requires a minimum lot area of 5 acres.

The parcel is currently 3.22 acres. Rezoning the parcel to RO-1 would bring the parcel into conformance with Zoning Ordinance development standards and would be compatible with adjacent RO-1 uses to the north and south. Additionally, the property is intended to serve as a buffer between the residential uses to the west and more intense commercial uses to the east.

If rezoned, the applicant intends to apply for a land division that would result in two child parcels of approximately 1.36 and 1.86 acres. Both child parcels would need to meet the development standards for the RO-1 district. Potential future uses at the site include a drive-through financial institution and medical office. While a medical office would be permitted in the RO-1 district by right, a financial institution with a drive-through is permitted in the RO-1 district with special use approval.

#### **CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as "Corridor Commercial." Small office developments are included in this category, and the proposed zoning and uses are consistent with the future envisioned use.

(B) *Compatibility of the allowed uses with existing and future land uses;*

A medical office would be permitted by right under the desired future zoning designation, and a drive-through financial institution would be permitted with special use approval. The properties to the northwest and southwest of the subject parcel are currently zoned RO-1. The parcel to the northwest is a medical office providing counseling and therapy, and the parcel to the southwest is currently vacant. The desired future zoning designation would provide a buffer between the residential uses to the west and more intense commercial uses to the east and southeast.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities; however, utility services and locations are subject to strict restrictions according to the Engineering Department.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-3 zoning allows for medical offices and drive-through financial institutions by right; however, the parcel is substandard and would require variances from B-3 development standards to support future development.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The RO-1 zone district provides for a variety of office uses such as medical offices, financial institutions, and professional offices, as well as some commercial uses with special use approval, provided they occupy no more than 25% of the first-floor total square footage. The site is adjacent to an existing medical office that provides mental health support. The site is also adjacent to a multi-tenant development that includes

medical offices and small commercial businesses such as a nail salon and home goods store. The RO-1 district does not include intense commercial uses, such as big-box stores, drive-through restaurants, or gas stations, which may not be appropriate in adjacency to existing residential and office uses around the site.

**STAFF COMMENTS:**

*(A) Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed land division. The process for this development is as follows:

- October 17 – Planning Commission considers rezoning request.
- November 6 – City Council hears the first reading of the rezone request.
- December 4 – City Council hears the second reading of the rezone request.
- January 16 – The first Planning Commission meeting where this development would be eligible for special use and site plan approvals.

*(B) Engineering Specifications*

Providing meaningful comments is impossible without a preliminary plan or proposed site development information. Engineering specifies the following:

1. No additional drives will be allowed along Gezon Parkway.
2. Strict locations will be required for any proposed drive along Pamer Hills Dr.
3. Utility services and locations are subject to strict restrictions.
4. Storm water requirements are subject to strict restrictions.

**RECOMMENDED CONDITIONS TO APPROVAL:**

The Development Review Team recommends the following conditions of approval:

1. No additional drives are permitted along Gezon Parkway.
2. Provide fire access lanes and fire truck turn radius to access any new development.
3. Provide fire hydrants as needed to protect new building development.
4. Provide Knox system access for fire department access.
5. Project must meet fire code requirements.

**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

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.

The proposed rezoning would allow necessary community amenities which will provide services such as medical and financial support for current and future Wyoming residents.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the proposed rezoning request from B-3 Planned Shopping Business District to RO-1 Restricted Office District at 1091 Gezon Parkway SW and recommend the same to the City Council, subject to conditions 1-5.

**DEVELOPMENT REVIEW TEAM:**

John Shay, City Manager

Myron Erickson, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development



THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING  
PLANNING COMMISSION AT ITS REGULAR MEETING OF NOVEMBER 21, 2023

PLANNING COMMISSION  
MEETING MINUTES OF OCTOBER 17, 2023  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Lamer, Micele VanDuren, Zapata

MEMBERS ABSENT: Randall, Weller, Smart

STAFF PRESENT: Hofert, Director of Community & Economic Development  
Smith, Assistant Director of Community & Economic  
Development  
Blair, Planner II  
Dent, Recording Secretary

CALL TO ORDER

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

A motion was made by Gilreath-Watts, supported by Zapata, to excuse Randall and Weller.

APPROVAL OF MINUTES

The minutes of August 15, 2023 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment and the hearing was closed.

AGENDA ITEM NO. 1

Request for a rezoning from B-3 Planned Shopping Business District to RO-1 Restricted Office District at 1091 Gezon Parkway SW (Section 35) (Great Lakes Community Developers)

Blair explained that the site is currently zoned B-3 Planned Shopping Business District and outlined the various uses of the surrounding land.

Blair said that Great Lakes Community Developers is requesting the parcel located at 1091 Gezon Parkway SW be rezoned from B-3 Planned Shopping Business District to RO-1 Restricted Office District. The parcel is currently substandard for the B-3 district, which requires a minimum lot area of 5 acres. He said that the parcel is currently 3.22 acres and rezoning the parcel to RO-1 would bring the parcel into conformance with Zoning Ordinance development standards and would be compatible with adjacent RO-1 uses to the north and south. Additionally, the property is intended to serve as a buffer between the residential uses to the west and more intense commercial uses to the east.

Blair said that if rezoned, the applicant intends to apply for a land division that would result in two child parcels of approximately 1.36 and 1.86 acres. Both child parcels would need to meet the development standards for the RO-1 district. Potential future uses at the site include a drive-through financial institution and medical office. Blair said while a medical office would be permitted in the RO-1 district by right, a financial institution with a drive-through is permitted in the RO-1 district with special use approval.

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as "Corridor Commercial." Small office developments are included in this category, and the proposed zoning and uses are consistent with the future envisioned use.

(B) *Compatibility of the allowed uses with existing and future land uses;*

A medical office would be permitted by right under the desired future zoning designation, and a drive-through financial institution would be permitted with special use approval. The properties to the northwest and southwest of the subject parcel are currently zoned RO-1. The parcel to the northwest is a medical office providing counseling and therapy, and the parcel to the southwest is currently vacant. The desired future zoning designation would provide a buffer between the residential uses to the west and more intense commercial uses to the east and southeast.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities; however, utility services and locations are subject to strict restrictions according to the Engineering Department.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-3 zoning allows for medical offices and drive-through financial institutions by right; however, the parcel is substandard and would require variances from B-3 development standards to support future development.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The RO-1 zone district provides for a variety of office uses such as medical offices, financial institutions, and professional offices, as well as some commercial uses with special use approval, provided they occupy no more than 25% of the first-floor total square footage. The site is adjacent to an existing medical office that provides mental health support. The site is also adjacent to a multi-tenant development that includes medical offices and small commercial businesses such as a nail salon and home goods store. The RO-1 district does not include intense commercial uses, such as big-box stores, drive-through restaurants, or gas stations, which may not be appropriate in adjacency to existing residential and office uses around the site.

Blair shared the following staff comments:

*(A) Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed land division. The process for this development is as follows:

- October 17 – Planning Commission considers rezoning request.
- November 6 – City Council hears the first reading of the rezone request.
- December 4 – City Council hears the second reading of the rezone request.
- January 16 – The first Planning Commission meeting where this development would be eligible for special use and site plan approvals.

*(B) Engineering Specifications*

Providing meaningful comments is impossible without a preliminary plan or proposed site development information. Engineering specifies the following:

1. No additional drives will be allowed along Gezon Parkway.
2. Strict locations will be required for any proposed drive along Pamer Hills Dr.
3. Utility services and locations are subject to strict restrictions.
4. Storm water requirements are subject to strict restrictions.

Blair shared that the proposed rezoning would allow necessary community amenities which will provide services such as medical and financial support for current and future Wyoming residents. 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.

Blair stated that the city had received two letters from residents stating concerns about traffic at this location should a development come forward. Blair informed the commissioners that the City's Public Works Department is planning to extend the center left turn lane through Palmer Hills Dr. as requested. Additionally, there will be a new east bound thru and right turn lane at Clyde Park to aid traffic at the intersection. The project was proposed for construction this year, but right of way acquisition slowed the project and delayed it until 2024.

Blair said that the Development Review Team recommends the Planning Commission grant the proposed rezoning request from B-3 Planned Shopping Business District to RO-1 Restricted Office District at 1091 Gezon Parkway SW and recommend the same to the City Council, subject to conditions 1-5 below:

1. No additional drives are permitted along Gezon Parkway.
2. Provide fire access lanes and fire truck turn radius to access any new development.
3. Provide fire hydrants as needed to protect new building development.
4. Provide Knox system access for fire department access.
5. Project must meet fire code requirements.

Micele opened the public hearing at 7:10 PM.

Marc Velthouse, 1134 Golfcrest, wanted to know if the entrance to the site would be at Palmer Hills or Gezon Parkway and if there would be a traffic light installed at the intersection of Palmer Hills and Gezon Parkway.

The public hearing was closed at 7:11 PM. Chair Micele invited the developer to speak.

Ryan Betts, Land & Resource Engineering, introduced himself and said that the drive to the site would be off of Palmer Hills per the City's Engineering department and one of the child parcels would be accessed by an existing drive.

A motion was made by VanDuren, supported by Zapata, to grant the proposed rezoning request from B-3 Planned Shopping Business District to RO-1 Restricted Office District at 1091 Gezon Parkway SW and recommend the same to the City Council.

Micele asked about the future traffic study scheduled for 2024 by the engineering department and wanted to know if that will include installing a light.

Hofert said that at this time there is no plan to install a traffic light at Palmer Hills and Gezon Parkway. The plan is to extend the left turn lane on Gezon and extend the right turn lane at Clyde Park..

VanDuren commented saying that these types of requested uses wouldn't generate as much traffic as another use like a grocery store.

Hofert confirmed that the current B-3 zoning of the parcel would allow for grocery stores and other more intense uses on the site. The requested rezone to RO-1 would restrict the use to

financial institutions, and medical offices which are lower producers of traffic.

A vote on the motion carried unanimously.

## AGENDA ITEM NO. 2

Request to amend Zoning Code Section 90-331 “Standards For Mobile Food Vendors”  
(Wyoming Planning Staff)

Smith provided background information saying that the ordinance surrounding food trucks that was adopted in 2020, following the outbreak of COVID-19, was crafted to provide the community with a well-regulated, yet efficient method of providing food at outdoor gatherings and impromptu events. As a city, we renew mobile food vendor licenses on an annual basis and endeavor to make any adjustments to those requirements before the start of the renewal period for the coming year. He said that these adjustments include changes like our recent fee structure adjustment or changes to the ordinances governing mobile food vendors, as we continue to learn about how mobile food vendors are operating in the community. This amendment is to revise the current ordinance in response to how we have observed current mobile food truck vendors currently parking their vehicles within the community.

Smith said that in recent months, City staff noticed an increase in the number of mobile food vendor vehicles parked on unrelated properties. City staff received complaints of mobile food vendor vehicles parked in the front yards or in the side yards of related properties. Currently, the zoning code provides limited guidance to Mobile Food Vendors about storing their vehicles, only stating that they may not be stored overnight in the same location that they operate.

Smith stated that City staff is recommending updating Section 90-331 Standards for Mobile Food Vendors, to include a subsection 90-331(10) that requires Mobile Food Vendor vehicles to be stored in the rear yard of a related business when not in operation. This amendment would provide more clarity to Mobile Food Vendors for storing their vehicles in the City of Wyoming when not in operation and addresses a pattern of resident complaints.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Section 90-331 Standards for Mobile Food Vendors and recommends the same to City Council.

Micele opened the public hearing at 7:18 PM. There was no public comment and the hearing was closed.

ORDINANCE NO. 14-23

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 3 OF THE CODE OF ORDINANCES  
BY AMENDING SECTION 90-331 TO MODIFY REQUIREMENTS  
FOR MOBILE FOOD VENDORS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-331 to read as follows:

**Sec. 90-331 Standards For Mobile Food Vendors**

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

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

Section 2. 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 3. 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 \_\_\_\_\_, 2023.

---

Kelli A. VandenBerg  
Wyoming City Clerk

Ordinance No. 14-23

November 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to Amend Zoning Code Section 90-331 “Standards for Mobile Food Vendors”  
(Wyoming Planning Staff)

Planning Commission Recommendation: To approve the amendment to the zoning code.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 17, 2023. At the meeting, a motion was made by Hall, supported by Lamer, to recommend that City Council approve the text amendment. 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.

In recent months, City staff noticed an increase in the number of mobile food vendor vehicles parked on unrelated properties and staff received complaints about these vehicles parking in the front yards or in the side yards of related properties. Currently, the zoning code provides limited guidance to Mobile Food Vendors about storing their vehicles, only stating that they may not be stored overnight in the same location that they operate.

City staff is recommending updating Section 90-331 Standards for Mobile Food Vendors, to include a subsection 90-331(10) that requires Mobile Food Vendor vehicles to be stored in the rear yard of a related business when not in operation. This amendment would provide more clarity to Mobile Food Vendors for storing their vehicles in the City of Wyoming when not in operation and addresses a pattern of resident complaints.

There were no residents who spoke during the public hearing.

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CITY COUNCIL

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Smith". The signature is fluid and cursive, with the first name "Paul" and last name "Smith" clearly distinguishable.

Paul Smith, Assistant Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 2

**DATE DISTRIBUTED:** October 10, 2023

**PLANNING COMMISSION DATE:** October 17, 2023

**ACTION REQUESTED:** Request to amend Zoning Code Section 90-331 Standards for Mobile Food Vendors

**REQUESTED BY:** Wyoming Planning Staff

**REPORT PREPARED BY:** Paul Smith, Assistant Director of Community & Economic Development

**GENERAL BACKGROUND:**

Adopted in 2020, following the outbreak of COVID-19, the ordinance surrounding mobile food trucks was crafted to provide the community with a well-regulated, yet efficient method of providing food at outdoor gatherings and impromptu events. As a City, we renew mobile food vendor licenses on an annual basis and endeavor to make any adjustments to those requirements before the start of the renewal period for the coming year. These adjustments include changes like our recent fee structure adjustment or changes to the ordinances governing mobile food vendors, as we continue to learn about how mobile food vendors are operating in the community. This amendment is to revise the current ordinance in response to how we have observed current mobile food truck vendors currently parking their vehicles within the community.

**PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

In recent months, City staff noticed an increase in the number of mobile food vendor vehicles parked on unrelated properties. City staff received complaints of mobile food vendor vehicles parked in the front yards or in the side yards of related properties. Currently, the zoning code provides limited guidance to Mobile Food Vendors about storing their vehicles, only stating that they may not be stored overnight in the same location that they operate. City staff is recommending updating Section 90-331 Standards for Mobile Food Vendors, to include a subsection 90-331(10) that requires Mobile Food Vendor vehicles to be stored in the rear yard of a related business when not in operation.

This amendment would provide more clarity to Mobile Food Vendors for storing their vehicles in the City of Wyoming when not in operation and addresses a pattern of resident complaints.

**PROPOSED ORDINANCE AMENDMENT:**

Staff recommends the following attached ordinance. The proposed text amendment has been highlighted in [green ink](#).

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Section 90-331 Standards for Mobile Food Vendors.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager

Myron Erickson, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community & Economic Development

**Article 3 – General Requirements**  
**CITY OF WYOMING ZONING ORDINANCE**

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

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

**Sec. 90-330 EXTERIOR LIGHTING**

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

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

**Sec. 90-331 STANDARDS FOR MOBILE FOOD VENDORS**

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

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

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

**Article 3 – General Requirements**  
**CITY OF WYOMING ZONING ORDINANCE**

(10) Mobile food vendors may be stored when not in operation on the property of the associated brick and mortar restaurant, provided they have an active Mobile Food Vending License and are stored in the rear yard.

**Sec. 90-332 STANDARDS FOR OUTDOOR COOKERS**

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

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

(Ord. No. 16-22, 10-03-2022)

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

financial institutions, and medical offices which are lower producers of traffic.

A vote on the motion carried unanimously.

## AGENDA ITEM NO. 2

Request to amend Zoning Code Section 90-331 “Standards For Mobile Food Vendors”  
(Wyoming Planning Staff)

Smith provided background information saying that the ordinance surrounding food trucks that was adopted in 2020, following the outbreak of COVID-19, was crafted to provide the community with a well-regulated, yet efficient method of providing food at outdoor gatherings and impromptu events. As a city, we renew mobile food vendor licenses on an annual basis and endeavor to make any adjustments to those requirements before the start of the renewal period for the coming year. He said that these adjustments include changes like our recent fee structure adjustment or changes to the ordinances governing mobile food vendors, as we continue to learn about how mobile food vendors are operating in the community. This amendment is to revise the current ordinance in response to how we have observed current mobile food truck vendors currently parking their vehicles within the community.

Smith said that in recent months, City staff noticed an increase in the number of mobile food vendor vehicles parked on unrelated properties. City staff received complaints of mobile food vendor vehicles parked in the front yards or in the side yards of related properties. Currently, the zoning code provides limited guidance to Mobile Food Vendors about storing their vehicles, only stating that they may not be stored overnight in the same location that they operate.

Smith stated that City staff is recommending updating Section 90-331 Standards for Mobile Food Vendors, to include a subsection 90-331(10) that requires Mobile Food Vendor vehicles to be stored in the rear yard of a related business when not in operation. This amendment would provide more clarity to Mobile Food Vendors for storing their vehicles in the City of Wyoming when not in operation and addresses a pattern of resident complaints.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Section 90-331 Standards for Mobile Food Vendors and recommends the same to City Council.

Micele opened the public hearing at 7:18 PM. There was no public comment and the hearing was closed.

A motion was made by Hall, supported by Lamer, to adopt the recommended text amendment to Zoning Code Section 90-331 Standards for Mobile Food Vendors and recommend the same to City Council.

A vote on the motion carried unanimously.

### AGENDA ITEM NO. 3

Request to amend Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” (Wyoming Planning Staff).

Smith said that since its adoption, staff has been working to better align the City’s Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Through this review process, staff has identified the outdoor play space, minimum lot size, and major thoroughfare requirements as being more restrictive than state law and nearby municipalities.

Smith explained that in the past year, City staff have received several inquiries about starting or expanding childcare in residential zones. In staff’s conversation with child care providers, they learned that the City’s requirements were much more restrictive than State law and nearby communities. He said that currently, the zoning code regulates childcare providers by size: Family Day Care Homes serving 6 or fewer children, Group Day Care Homes serving 7 to 12 children, and Child Care Centers serving 13 or more children. Family Day Care Homes are permitted by right in many of the City’s zone districts, but Group Day Care Homes and Child Care Centers are more commonly regulated through special land use approvals. City staff recommend updating the special land use requirements to remove the 15,000 square foot minimum lot size, set a minimum of 600 square feet of outdoor play space, and remove the requirement that the lot front upon a major thoroughfare. Smith said that in addition, staff recommends adding these same requirements to the zone districts where Group Day Care Homes and Child Care Centers are allowed by right, so the zoning code is consistent on this issue. Finally, staff recommends correcting a typo in the definition of Family Day Care Homes to clarify that the definition includes child care providers serving six or fewer children and to ensure that this definition matches the Michigan Zoning Enabling Act.

Smith stated that this recommendation reflects staff’s discussions with the State of Michigan about our current child care regulations and research into how nearby communities regulate child care providers in their zoning codes. The proposed changes bring us into alignment with the State’s requirements and those of nearby municipalities. The proposed amendments should ease the regulatory burden for childcare providers seeking suitable locations in Kent County and should increase access to child care services in the City of Wyoming.

ORDINANCE NO. 15-23

ORDINANCE TO AMEND CHAPTER 90, ARTICLES 4 AND 5, OF THE CODE OF  
ORDINANCES BY AMENDING SECTIONS 90-416A, 90-407B, 90-418B, AND 90-508 TO  
MODIFY REQUIREMENTS FOR NURSERY SCHOOLS, DAY NURSERIES,  
AND CHILD CARE FACILITIES

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 90-416A to read as follows:

**Sec. 90-416A Principal Permitted Uses**

In the R-4 residential district, the following uses are permitted:

- (1) All principal permitted uses in the R-3 district.
- (2) All permitted uses after special approval in the R-3 district.
- (3) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4 or R-5. All ingress and egress shall be directly onto such major thoroughfare.
- (4) Private educational facilities.
- (5) Convalescent and nursing homes.
- (6) Foster care group homes.
- (7) Boardinghouses (rooming houses).
- (8) Accessory buildings and uses customarily incidental to the above uses.
- (9) Off-street parking.
- (10) Nursery schools, day nurseries and child care facilities for the care of seven or more people, provided there is an on-site outdoor play area of at least 600 square feet and a fence of at least 4 feet in height to enclose the rear yard.

Section 2. That Chapter 90, Article 4 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-407B to read as follows:

**Sec. 90-407B Principal Permitted Uses**

- (1) All uses permitted in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms, excluding outdoor storage or display of sales product.
- (7) Business schools or private schools operated for a profit.
- (8) Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations.
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.
- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.

(15) Business recreation uses as follows:

- a. Indoor theater.
- b. Bowling alley.
- c. Dancehall.
- d. Skating rink.

(16) Accessory buildings and uses customarily included incidental to the above uses.

(17) Off-street parking.

(18) Reserved.

(19) Reserved.

(20) Nursery schools, day nurseries and child care facilities for the care of seven or more people, provided there is an on-site outdoor play area of at least 600 square feet and a fence of at least 4 feet in height to enclose the rear yard.

(21) Reserved.

(22) Athletic training facility.

Section 3. That Chapter 90, Article 4 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-418B to read as follows:

**Sec. 90-418B Principal Permitted Uses**

In the RO-1 restricted office district, the following uses are permitted:

- (1) Office buildings for any of the following occupations: Executive, administrative, professional,
- (2) accounting, clerical, stenographic, drafting and office equipment and supply sales;
- (3) Medical offices, including clinics;
- (4) Financial institutions;
- (5) Nursery schools, day nurseries, and child care facilities for the care of 7 or more people, provided there is an on-site outdoor play area of at least 600 square feet and a fence of at least 4 feet in height to enclose the rear yard; and
- (6) Accessory buildings and uses customarily incidental to the above uses.

Section 4. That Chapter 90, Article 4 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-508 to read as follows:

**Sec. 90-508 Requirements For Permitted Uses After Special Approval**

The following conditions shall be met for all special use approvals granted by the planning commission:

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

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any residential interior lot line. See Sec. 90-320 for additional requirements.
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.
Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see “Commercial greenhouses” & “of less than 1000 sq. ft.”)	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Emergency Shelter	R-4, B-2	—	—	—	See Sec. 90-333  Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, R-4, ER, R-7, B-1, B-2, B-3, PUD-1	—	On-site play area of at least 600 square feet.	Fence at least 4 feet in height to enclose the rear yard.	—
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Permanent Supportive Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 ft from all property lines except for additions to existing school buildings having a setback of less than 50ft, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Public utility buildings, telephone exchange buildings, former stations electric trans- and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90- 304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90- 329
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—
Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333

Section 5. 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 6. 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 \_\_\_\_\_, 2023.

---

Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 15-23

November 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to Amend Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” (Wyoming Planning Staff)

Planning Commission Recommendation: To approve the amendments to the zoning code.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 17, 2023. At the meeting, a motion was made by Gilreath-Watts, supported by Zapata, to recommend that City Council approve the text amendment. 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.

In the past year, City staff have received several inquiries about starting or expanding childcare in residential zones. In staff’s conversation with child care providers, they learned that the City’s requirements were much more restrictive than State law and nearby communities. City staff recommend updating the special land use requirements to remove the 15,000 square foot minimum lot size, set a minimum of 600 square feet of outdoor play space, and remove the requirement that the lot front upon a major thoroughfare. Smith said that in addition, staff recommends adding these same requirements to the zone districts where Group Day Care Homes and Child Care Centers are allowed by right, so the zoning code is consistent on this issue. Finally, staff recommends correcting a typo in the definition of Family Day Care Homes to clarify that the definition includes child care providers serving six or fewer children and to ensure that this definition matches the Michigan Zoning Enabling Act.

Smith stated that this recommendation reflects staff’s discussions with the State of Michigan about our current child care regulations and research into how nearby communities regulate child care providers in their zoning codes. The proposed changes bring us into alignment with the

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CITY COUNCIL

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

State's requirements and those of nearby municipalities. The proposed amendments should ease the regulatory burden for childcare providers seeking suitable locations in Kent County and should increase access to child care services in the City of Wyoming.

There were no residents who spoke during the public hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Smith", with a stylized flourish at the end.

Paul Smith, Assistant Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 3

**DATE DISTRIBUTED:** October 10, 2023

**PLANNING COMMISSION DATE:** October 17, 2023

**ACTION REQUESTED:** Request to amend Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval.”

**REQUESTED BY:** Wyoming Planning Staff

**REPORT PREPARED BY:** Paul G. Smith, Assistant Director of Community & Economic Development

**GENERAL BACKGROUND:**

Since its adoption, staff has been working to better align the City’s Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Through this review process, staff has identified the outdoor play space, minimum lot size, and major thoroughfare requirements as being more restrictive than state law and nearby municipalities.

**PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

In the past year, City staff have received several inquiries about starting or expanding childcare in residential zones. In staff’s conversation with child care providers, they learned that the City’s requirements were much more restrictive than State law and nearby communities. Currently, the zoning code regulates childcare providers by size: Family Day Care Homes serving 6 or fewer children, Group Day Care Homes serving 7 to 12 children, and Child Care Centers serving 13 or more children. Family Day Care Homes are permitted by right in many of the City’s zone districts, but Group Day Care Homes and Child Care Centers are more commonly regulated through special land use approvals. City staff recommend updating the special land use requirements to remove the 15,000 square foot minimum lot size, set a minimum of 600 square feet of outdoor play space, and remove the requirement that the lot front upon a major thoroughfare. In addition, staff recommends adding these same requirements to the zone districts where Group Day Care Homes and Child Care Centers are allowed by right, so the zoning code is consistent on this issue. Finally, staff recommends correcting a typo in the definition of Family Day Care Homes to clarify that the definition includes child care providers serving six or fewer children and to ensure that this definition matches the Michigan Zoning Enabling Act.

This recommendation reflects staff’s discussions with the State of Michigan about our current child care regulations and research into how nearby communities regulate child care providers in their zoning codes. The proposed changes bring us into alignment with the State’s requirements and those of nearby municipalities. The proposed amendments should ease the regulatory burden for childcare providers seeking suitable locations in Kent County and should increase access to child care services in the City of Wyoming.

**PROPOSED ORDINANCE AMENDMENT:**

Staff recommends the following attached ordinance. The proposed text amendment has been highlighted in [green ink](#).

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends that Planning Commission adopt the recommended text amendments to Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” and recommend the same to City Council.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager  
Myron Erickson, Director of Public Works  
Lew Manley, Building Official  
Kimberly Koster, Director of Public Safety  
Nicole Hofert, Director of Community & Economic Development

**R-4 Residential District**

**Sec. 90-416A PRINCIPAL PERMITTED USES**

In the R-4 residential district, the following uses are permitted:

- (1) All principal permitted uses in the R-3 district.
- (2) All permitted uses after special approval in the R-3 district.
- (3) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4 or R-5. All ingress and egress shall be directly onto such major thoroughfare.
- (4) Private educational facilities.
- (5) Convalescent and nursing homes.
- (6) Foster care group homes.
- (7) Boardinghouses (rooming houses).
- (8) Accessory buildings and uses customarily incidental to the above uses.
- (9) Off-street parking.
- (10) Nursery schools, day nurseries and child care facilities for the care of seven or more people, **provided there is an on site outdoor play area of at least 600 square feet and a fence of at least four feet in height to enclose the rear yard.**

(Code 1983, § 60.45)

**Sec. 90-417A PERMITTED USES AFTER SPECIAL APPROVAL**

The following uses may be permitted in the R-4 residential district subject to the approval of the planning commission: Medical clinics, medical office complexes, dental clinics and community centers.

(Code 1983, § 60.46; Ord. No. 13-01, § 1, 6-4-01; Ord. No. 7-09, § 2, 12-21-09)

**Sec. 90-418A SCREENING REQUIREMENT**

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

**B-2 General Business District**

**Sec. 90-407B PRINCIPAL PERMITTED USES**

- (1) All uses permitted in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms, excluding outdoor storage or display of sales product.
- (7) Business schools or private schools operated for a profit.
- (8) Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations.
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.
- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
  - (a) Indoor theater.

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

**Article 4B – B2 Zoning District**  
**CITY OF WYOMING ZONING ORDINANCE**

- (b) Bowling alley.
  - (c) Dancehall.
  - (d) Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
  - (17) Off-street parking.
  - (18) Reserved.
  - (19) Reserved.
  - (20) Nursery schools, day nurseries and child care facilities for the care of seven or more people, **provided there is an on site outdoor play area of at least 600 square feet and a fence of at least four feet in height to enclose the rear yard.**
  - (21) Reserved.
  - (22) Athletic training facility.

(Code 1983, § 60.55; Ord. No. 15-99, § 2, 11-15-99; Ord. No. 03-07, § 1, 2-5-07; Ord. No. 7-09, § 6, 12-21-09; Ord. No. 14-12, §§ 2, 3, 1-7-13; Ord. No. 12-13, § 5, 9-3-13; Ord. No. 5-14, § 1, 3-17-14)

**Sec. 90-408B PERMITTED USES AFTER SPECIAL APPROVAL**

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

- (1) All principal permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.

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

**RO-1 Restricted Office District**

**Sec. 90-418B PRINCIPAL PERMITTED USES**

In the RO-1 restricted office district, the following uses are permitted:

- (1) Office buildings for any of the following occupations: Executive, administrative, professional, accounting, clerical, stenographic, drafting and office equipment and supply sales;
- (2) Medical offices, including clinics;
- (3) Financial institutions;
- (4) Nursery schools, day nurseries, and child care facilities for the care of 7 or more people, **provided there is an on site outdoor play area of at least 600 square feet and a fence of at least four feet in height to enclose the rear yard;** and
- (5) Accessory buildings and uses customarily incidental to the above uses.

(Code 1983, § 60.220)

**Sec. 90-419B LOT AND AREA REQUIREMENTS**

All uses permitted in the RO-1 restricted office district as principal or special use approvals shall be subject to the same lot and area requirements as for B-1 business district as indicated in section 90-404B.

(Code 1983, § 60.222; Ord. No. 10-14, § 1, 6-2-14)

**Sec. 90-420B PERMITTED USES AFTER SPECIAL APPROVAL**

The following uses shall be permitted in the RO-1 restricted office district, subject to the approval of the planning commission: all permitted uses in the B-1 business district. Uses allowed under this provision must be located within office buildings and are restricted to no more than 25 percent of the building's first floor square footage. Drive-through services are not permitted, except for financial institutions.

(Ord. No. 11-07, § 1, 4-2-07)

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

**Article 5 – Development Review**  
**CITY OF WYOMING ZONING ORDINANCE**

- (a) The possible substantial and permanent adverse effect on neighboring property.
  - (b) The consistency with the spirit, purpose and intent of this chapter.
  - (c) The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
  - (d) The tendency of the proposed use to create any type of blight within the immediate area.
  - (e) The economic feasibility for the area.
  - (f) Any other factor as may relate to the public health, safety and welfare for persons and property.
  - (g) That all other provisions of this chapter are met for the proposed use.
- (4) Prior to granting approval for or denying a special use application, the planning commission shall make findings of fact as to the above standards. If the planning commission fails to make findings of fact as required by this section, the special use shall be null and void and no building or occupancy permit shall be issued.
- (5) If any property functioning under a special use approval status ceases to be utilized for said special use for a continuous period of more than one year, then said special use status shall automatically be voided. Any application to reintroduce said special use must be processed in the same manner as a new special use, as required in this section.

**Sec. 90-508 REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL**

The following conditions shall be met for all special use approvals granted by the planning commission:

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

**Article 5 – Development Review  
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any residential interior lot line. See Sec. 90-320 for additional requirements.

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

**Article 5 – Development Review  
CITY OF WYOMING ZONING ORDINANCE**

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

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

**Article 5 – Development Review  
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, ER, R-7, B-3, PUD-1	— <del>15,000 square feet</del>	<del>On site outdoor play area of at least 600 square feet. Outdoor play of 100 square feet per child for which the facility is designed to care for with a minimum yard area of 1,500 square feet</del>	Fence at least 4 feet in height to enclose the rear yard.	— <del>Lot must front upon a major thoroughfare with drive access directly thereto.</del>
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332

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

**Article 5 – Development Review  
CITY OF WYOMING ZONING ORDINANCE**

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50 feet, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.
Public utility buildings, telephone exchange buildings, former stations electric trans-and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329

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

**Article 5 – Development Review**  
**CITY OF WYOMING ZONING ORDINANCE**

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

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

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

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

(Code 1983, § 60.75; Ord. No. 15-97, §§ 10, 11, 14, 6-16-97; Ord. No. 18-98, § 2, 8-17-98; Ord. No. 21-98, § 9, 10-5-98; Ord. No. 11-99, § 1, 7-6-99; Ord. No. 15-99, § 4, 11-15-99; Ord. No. 12-00, § 3, 7-17-

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

A motion was made by Hall, supported by Lamer, to adopt the recommended text amendment to Zoning Code Section 90-331 Standards for Mobile Food Vendors and recommend the same to City Council.

A vote on the motion carried unanimously.

### AGENDA ITEM NO. 3

Request to amend Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” (Wyoming Planning Staff).

Smith said that since its adoption, staff has been working to better align the City’s Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Through this review process, staff has identified the outdoor play space, minimum lot size, and major thoroughfare requirements as being more restrictive than state law and nearby municipalities.

Smith explained that in the past year, City staff have received several inquiries about starting or expanding childcare in residential zones. In staff’s conversation with child care providers, they learned that the City’s requirements were much more restrictive than State law and nearby communities. He said that currently, the zoning code regulates childcare providers by size: Family Day Care Homes serving 6 or fewer children, Group Day Care Homes serving 7 to 12 children, and Child Care Centers serving 13 or more children. Family Day Care Homes are permitted by right in many of the City’s zone districts, but Group Day Care Homes and Child Care Centers are more commonly regulated through special land use approvals. City staff recommend updating the special land use requirements to remove the 15,000 square foot minimum lot size, set a minimum of 600 square feet of outdoor play space, and remove the requirement that the lot front upon a major thoroughfare. Smith said that in addition, staff recommends adding these same requirements to the zone districts where Group Day Care Homes and Child Care Centers are allowed by right, so the zoning code is consistent on this issue. Finally, staff recommends correcting a typo in the definition of Family Day Care Homes to clarify that the definition includes child care providers serving six or fewer children and to ensure that this definition matches the Michigan Zoning Enabling Act.

Smith stated that this recommendation reflects staff’s discussions with the State of Michigan about our current child care regulations and research into how nearby communities regulate child care providers in their zoning codes. The proposed changes bring us into alignment with the State’s requirements and those of nearby municipalities. The proposed amendments should ease the regulatory burden for childcare providers seeking suitable locations in Kent County and should increase access to child care services in the City of Wyoming.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments to Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” and recommend the same to City Council.

Micele opened the public hearing at 7:23 PM. There was no public comment and the public hearing was closed.

A motion was made by Gilreath-Watts, supported by Zapata, to adopt the recommended text amendments to Zoning Code Section 90-416A “Principal Permitted Uses in the R-4 Residential District,” Zoning Code Section 90-407B “Principal Permitted Uses in the B-2 General Business District,” Zoning Code Section 90-418B “Principal Permitted Uses in the RO-1 Restricted Office District,” and Zoning Code Section 90-508 “Requirements For Permitted Uses After Special Approval” and recommend the same to City Council.

Gilreath-Watts asked if the same zoning codes apply to adult day care uses.

Smith said that the State of Michigan regulates that type of use differently as does the City of Wyoming.

A vote on the motion carried unanimously.

#### OLD BUSINESS

#### NEW BUSINESS

#### INFORMATIONAL

##### Learning & Growth

Hofert updated the Commissioners on the City Center Project and the 36<sup>th</sup> St. Marketplace.

Hofert said that for November’s Learning & Growth, Krashawn Martin, Parks and Recreation Director, will be giving an update on the 5-year Parks & Recreation master plan.

There was general conversation among the Commissioner’s and staff regarding Site 36.

A motion was made by Lamer, supported by Zapata, to excuse Smart.

ORDINANCE NO. 16-23

ORDINANCE TO AMEND CHAPTER 86, ARTICLE III OF THE CODE OF ORDINANCES  
TO UPDATE THE CITY'S SANITARY SEWER USE REQUIREMENTS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 86, Article III of the Code of the City of Wyoming is amended by to read as follows:

**ARTICLE III. - SANITARY SEWER SYSTEM**  
**DIVISION 1. – GENERALLY**

**Sec. 86-130. - Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *25 percent rule* means that the combined depth of oil and grease and other solids (floating and settled) in any chamber of a trap shall not be equal to or greater than 25 percent of the total operating depth of the trap. The operating depth of a trap is determined by measuring the internal depth from the water outlet invert elevation to the inside bottom of the trap.

(b) *Act* means the Federal Water Pollution Control Act and the Clean Water Act, Public Law 92-500, as adopted in 1972 and amended on February 4, 1987, as amended.

(c) *Alternative discharge limit* means limits set by the city in lieu of the promulgated National Categorical Pretreatment Standards for integrated facilities in accordance with the combined wastestream formula, as established by the EPA.

(d) *Authorized representative when used in relationship to an industrial user* means an individual meeting the requirements in 40 CFR §403.12(l) and section 86-269.

(e) *Best management practices* or *BMPs* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR§403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

(f) *Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures (without the addition of nitrification inhibitors and expressed in terms of milligrams per liter).

(g) *Building drain* means that part of the lowest horizontal piping of a drainage system that receives wastewater from inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

(h) *Building official* means the director of utilities, building inspector, the city engineer or another designated agent of the city or that individual's designee.

(i) *Building sewers* means the extension from the building drain to a public sewer or other places of disposal.

(j) *Cesspool* means an underground pit into which raw sewage or other untreated liquid waste is discharged and from which the liquid seeps into surrounding soil or is otherwise removed.

(k) *Chemical oxygen demand (COD)* means a measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. It is also known as OC and DOC, oxygen consumed, and dichromate oxygen consumed, respectively.

(l) *Chlorine demand* means the difference between the amount of chlorine added to water or wastewater and the amount of residual chlorine remaining at the end of a specified contact period. The demand for any given water varies with the amount of chlorine applied, time of contact and temperature.

(m) *City* means the City of Wyoming, Kent County, Michigan.

(n) *Combined wastestream* means the wastestream at industrial facilities where regulated process effluent is mixed prior to treatment with wastewaters other than those generated by the regulated process. Where required by federal or state law, and only to the extent required by federal or state law, the combined wastestream formula provided in 40 CFR 403 will apply to the limits applicable to a combined wastestream.

(o) *Compatible pollutant* means a substance amenable to treatment in the wastewater treatment plant such as biochemical oxygen demand, suspended solids, and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutant to a substantial degree. Examples of such additional pollutants may

include: chemical oxygen demand, total organic carbon, phosphorus and phosphorus compounds, nitrogen compounds, fats, oils and grease of animal or vegetable origin.

(p) *Composite sample* means a series of representative samples taken over a specific time period and combined into one sample.

(q) *Debt service charges* means the charges levied to users of the system which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the sewage works.

(r) *Director* means the city's director of utilities or that person's designee.

(s) *Domestic users* means all users of the sewage works whose discharge into the system is domestic wastewater.

(t) *Domestic wastewater* means wastewater consisting primarily of household and human waste.

(u) *Dwelling unit* means the same as found in chapter 90 of this Code (*i.e.*, the city's zoning ordinance).

(v) *Environmental Protection Agency (EPA)* means the U.S. Environmental Protection Agency, including its administrator or other duly authorized official.

(w) *Garbage* means liquid and solid wastes from the storage, preparation, cooking and dispensing of food and from the growing, handling, storage or sale of produce or other edible products.

(x) *Grab sample* means a sample which is taken from a wastestream on a one-time basis with no regard to the flow in the wastestream and without consideration of time.

(y) *Grease trap* means a device designed to separate and retain fats, oils, and grease from liquid waste and permit the liquid waste to discharge into the sewer system.

(z) *Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks or vacuum-pump tank trucks.

(aa) *Incompatible pollutant* means any pollutant which is not compatible with biological treatment or removal of which is not designed into the treatment process.

(bb) *Industrial wastes* means the wastewater discharges that are not domestic wastewater, wastewater discharges from industrial, manufacturing, trade or business processes, or wastewater discharge from any structures with these characteristics.

(cc) *Integrated facilities* means industrial facilities where wastestreams are combined prior to treatment.

(dd) *Interference* means any discharge which alone or in conjunction with discharges from other sources, both:

- (1) Inhibits or disrupts the POTW and any of its process or operations, or its sludge use or disposal; and
- (2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal.

(ee) *National categorical pretreatment standard* means any federal regulation containing pollutant discharge limits promulgated by the EPA which applies to a specific category of industrial users.

(ff) *National Pollution Discharge Elimination System permit (NPDES permit)* means a permit issued pursuant to section 402 of the Act (33 USC 1342), as amended.

(gg) *National prohibitive discharge standard or prohibitive discharge standard* means any regulation developed under the authority of section 307(b) of the Act and 40 CFR 403.5, as amended.

(hh) *Natural outlet* means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

(ii) *New source* means:

(1) Any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section provided that:

- a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
- b. The building, structure, facility or installation totally replaces the process or production equipment that causes discharge of pollutants at an existing source; or
- c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source will be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)b or (1)c of this definition but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source as defined under this definition has commenced if the owner or operator has:

- a. Begun, or caused to begin as part of a continuous on-site construction program:
  1. Any placement, assembly, or installation of facilities or equipment; or
  2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment;
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

(jj) *Operation and maintenance* means all work, materials, equipment, utilities, administration and other efforts required to operate and maintain the sewage works including the cost of replacement.

(kk) *Pass through* means a discharge which exits the POTW into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

(ll) *Penalty* means a charge for discharge of noncompatible substances including pH in violation of the wastewater discharge permit.

(mm) *pH* means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

(nn) *Pollutant* means any of various chemicals, substances and refuse materials such as solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, radioactive materials, heat and industrial, municipal and agricultural wastes which impair the purity of the water or soil.

(oo) *Pollution* means the manmade or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

(pp) *Premises* means a lot, parcel or plot of land including the buildings or structures thereon or any part thereof.

(qq) *Pretreatment or treatment* means the reduction of the amount of pollutants, the elimination of pollutants, the alteration of the nature of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the sewage works. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d), as amended.

(rr) *Pretreatment facilities* means devices or structures for use in treating industrial waste prior to discharge into public sewers.

(ss) *Pretreatment requirements* means any substantive or procedural requirement for treating of a waste prior to discharge to the sewers.

(tt) *Pretreatment standards* means National Categorical Pretreatment Standards, alternative discharge limits or other federal, state or local standards, whichever are applicable.

(uu) *Private sewage works* means any sewage works or part thereof not connected to a public sewer and shall include, but not be limited to, septic tanks, cesspools and seepage pits.

(vv) *Public nuisance* means anything which is injurious to health, is indecent or offensive to the senses, or is an obstruction to the free use of property so as to interfere with human comfort or enjoyment of life or property, whether affecting individual interests per se or affecting at the same time an entire community or neighborhood of any considerable number of persons, although the extent of the annoyance, interference or damage may not be inflicted equally upon the persons therein.

(ww) *Public sewer* means a city sewer or any part thereof.

(xx) *Publicly owned treatment works (POTW)* means a treatment works as defined by section 212 of the Clean Water Act, which is owned in this case by the city. This definition includes any devices and systems used in storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances if they convey wastewater to a POTW treatment plant.

(yy) *POTW treatment plant* means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

(zz) *Quality control* means a formal program designed to monitor the reliability (accuracy and precision) of reported analytical results.

(aaa) *Replacement* means the replacement, in whole or in part, of any system equipment to ensure continuous treatment of wastewater in accordance with the NPDES permit and other state and federal regulations.

(bbb) *Sanitary sewer* means a sewer designed to carry sewage only.

(ccc) *Seepage pit* means an underground enclosure constructed of concrete blocks, bricks or similar material loosely laid with open joints so as to allow the septic tank overflow or effluent to be absorbed directly into the surrounding soil.

(ddd) *Septic tank* means a receptacle receiving sewage and having an inlet and outlet designed to permit the separation of solids in suspension from such wastes and to permit such retained solids to undergo decomposition therein.

(eee) *Sewage or wastewater* means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the sewage works.

(fff) *Sewage works* means the sanitary sewage collection system any part thereof and the wastewater treatment facility.

(ggg) *Sewer* means a pipe or conduit for carrying sewage.

(hhh) *Sewer connection permit* means, as set forth in section 86-137, a written permit issued by the city prior to using, connecting, altering or opening any public sewer or appurtenance thereof.

(iii) *Sewer service charge* means any applicable user charges, surcharges and debt service charges.

(jjj) *Significant industrial user* means, except as provided in subsection (3) of this definition:

(1) All industrial users subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and

(2) Any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5.0% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the city on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon finding that an industrial user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from an industrial user, determine that such industrial user is not a significant industrial user.

(kkk) *Significant noncompliance* means one or more of the following:

(1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken during a 6-month period exceed, by any magnitude, a numeric pretreatment standard or pretreatment requirement for the same pollutant, including instantaneous limits, as defined by 40 CFR 403.3(l);

(2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of all measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric pretreatment standard or pretreatment requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC value (TRC=1.4 for BOD, TSS, oil and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or pretreatment requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the city determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the city's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in the wastewater discharge permit or other enforcement orders for starting construction, completing construction or attaining final compliance;

(6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations, which may include a violation of BMPs, that the city determines will adversely affect the operation or implementation of the local pretreatment program.

(III) *Slug discharge* means any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate this ordinance or discharge permit conditions and can include any pollutant, including compatible pollutants, released in a single extraordinary discharge episode of such volume or strength as to have such results.

(mmm) *Standard industrial classification (SIC)* means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987, as amended.

(nnn) *Storm sewer or storm drain* means a sewer designed to carry stormwater and surface water and drainage only.

(ooo) *Subsurface disposal field* means a system for the distribution of septic tank overflow or effluent below the ground surface through a line or a series of branch lines, of drain tile laid with open joint to allow the overflow or effluent to be absorbed by the surrounding soil throughout the entire field.

(ppp) *Surcharge* means a charge to cover the cost of treating sewage which exceeds limits as established in this article. A surcharge is appropriate to cover costs of treating extra strength compatible waste which are authorized by order of determination. A surcharge is not acceptable as a sole remedy for violations of limits.

(qqq) *Suspended solids* means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

(rrr) *System* means the city's sanitary sewer system including all collection lines, mains, pumps, chambers, the POTW and all components and facilities.

(sss) *Toilet* means a privy, outhouse, septic tank, septic toilet, chemical closet or other device designed for the disposal of human excreta.

(ttt) *Total toxic organics (TTO)* means total toxic organics, which is the summation of all quantifiable values greater than 0.01 milligrams per liter for toxic organics listed in the federal categorical pretreatment standards or as defined by the director.

(uuu) *Toxic pollutant* means any pollutant or combination of pollutants which is or can potentially be harmful to the public health, treatment or environment, including those listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency, under the provisions of CWA 307(a) or other acts, as amended.

(vvv) *Upset* means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(www) *User* means any person who contributes, causes or permits the contribution of wastewater into the sewage works.

(xxx) *User charge* means a charge levied to users of a treatment works for the cost of sewage works including operation, maintenance and capital charges.

(yyy) *User class* means the kind of user connected to sanitary sewers including, but not limited to, the following:

(1) *Domestic user.* A user of a dwelling unit discharging domestic wastewater.

(2) *Industrial user.* Any user that discharges any industrial wastewater or that contributes, causes or permits the contribution or introduction of wastewater or pollutants into the POTW, whether intentionally or unintentionally, and whether directly or indirectly.

(zzz) *Wastewater* means the liquid and water-carried industrial or domestic waste from dwellings, commercial buildings, industrial facilities, and institutions including, without limitation, contaminated

groundwater and landfill leachate, whether treated or untreated, that is contributed, introduced or discharged into the POTW.

(aaaa) *Wastewater discharge permit* means as set forth in section 86-251, a written permit issued by the director to nondomestic users of the POTW.

(bbbb) *Watercourse* means a channel, natural or artificial, in which a flow of water occurs, either continuously or intermittently.

(cccc) *Waters of the state* means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

**Sec. 86-131. - Abbreviations.**

The following abbreviations shall have the designated meanings:

- (1) *BOD* means biochemical oxygen demand;
- (2) *CFR* means Code of Federal Regulations;
- (3) *COD* means chemical oxygen demand;
- (4) *EPA* means United States Environmental Protection Agency;
- (5) *L* means liter;
- (6) *MDEGLE* means Michigan Department of Environment, Great Lakes and Energy;
- (7) *mg* means milligrams;
- (8) *mg/l* means milligrams per liter;
- (9) *NPDES* means National Pollutant Discharge Elimination System;
- (10) *SIC* means standard industrial classification;
- (11) *SS* means suspended solids;
- (12) *TTO* means total toxic organics;
- (13) *USC* means United States Code;
- (14) *O&M* means operation and maintenance;
- (15) *CWA* means Clean Water Act;
- (16) *µg* means micrograms;
- (17) *POTW* means publicly owned treatment works;
- (18) *ppm* means parts per million;
- (19) *ppb* means parts per billion;
- (20) *ppt* means part per trillion.
- (21) *MG* means million gallons;
- (22) *gpd* means gallons per day;
- (23) *Cd* means cadmium;
- (24) *Cr* means chromium;
- (25) *Cu* means copper;
- (26) *Pb* means lead;
- (27) *Ni* means nickel;
- (28) *Zn* means zinc;
- (29) *CN* means cyanide;
- (30) *Ag* means silver;
- (31) *Hg* means mercury;
- (32) *As* means arsenic; and
- (33) *Be* means beryllium.

**Sec. 86-132. - Designation of officials and agencies.**

Whenever this article refers to a governmental agency it shall include any successor or replacement agency. Whenever this article refers to any governmental officer or official, it shall include that officer or official's successor and designee(s).

**Sec. 86-133. - Water pollution; abatement of water pollution.**

(a) No person shall discharge or allow to be discharged into any natural outlet or watercourse within the city or in any area under the jurisdiction of the city, any sewage, industrial waste, or other pollution.

(b) If the building official determines from any investigation that there is a health or environmental hazard caused by sewage from any property being exposed to the surface of the ground or being permitted to drain under the surface of the ground or into any ditch, storm sewer, lake or stream, or that the presence of any sewage on the property has an obnoxious or detrimental odor or creates a public nuisance, the owner of such property must connect to the public sewer forthwith, whenever such property abuts any public right-of-way in which a public sanitary sewer is located, and the structure is within 200 feet of said sanitary sewer. If such property does not abut a public right-of-way in which a public sanitary sewer is located within 100 feet from an intersection of any line of the property with such right-of-way, the owner of such property shall forthwith construct, repair or replace the private sewage works so that the conditions which led to the determination by the building official are abated.

**Sec. 86-134. - Private sewer system.**

If property does not meet the 100-foot requirement of section 86-133, the building sewer of the property shall be connected to a private sewage works which shall be operated in a sanitary manner at all times. At such time as the property is connected to the public sewer, the property owner is responsible for all maintenance that is required for that portion of the connection located outside the city right-of-way or easement.

**Sec. 86-135. - Disposition of private system upon connection to public sanitary sewer.**

If any property is connected to a public sanitary sewer and there exists on the property a septic tank, cesspool, seepage pit or other similar private sewage facility, any sewage in the septic tank, cesspool, seepage pit or other similar private sewage facility shall be removed and disposed of in a sanitary manner, and the septic tank, cesspool, seepage pit or other private sewage facility shall be filled with sand or gravel.

**Sec. 86-136. - Construction, repair, or enlargement of private sewage works.**

No private sewage works may be constructed, repaired, or enlarged if any part of a residential structure, excluding any attached garage, on said property is within 200 feet of a public sanitary sewer, except as provided for in section 86-133.

**Sec. 86-137. - Sewer connection permit—Generally.**

No person shall uncover nor make any connections with, or openings into, use, alter or disturb any public sewer or appurtenance thereof, without obtaining a written permit from the city. All permit applications for industrial connections shall contain information outlined in section 86-253. Information submitted shall be approved by the director prior to issuance of a permit. Any sewer connections or work done within the city's right-of-way shall require a street opening permit from the city engineer.

**Sec. 86-138. - Same—Classification.**

There shall be two classes of building sewer permits:

- (1) Residential and commercial domestic; and
- (2) Commercial industrial and industrial.

In either case, the owner or the owner's agent shall make application on the form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent by the city. Applications for an industrial or commercial industrial permit shall be submitted with a copy to the wastewater department. Permit and inspection fees shall be paid in the amounts specified from time to time by resolution of the city council.

**Sec. 86-139. - Multiple sewer connection system.**

A separate and independent building sewer shall be provided for each building. However, where any existing building is so located on an interior lot so that no private sewer is available nor can one be constructed to the building through an adjoining alley, courtyard or driveway, more than one building may be served with the same building sewer subject to approval by the city. In areas where laterals have not been constructed to the property and complete street improvements have been made or where unusual lot splits have occurred leaving only one lateral for two properties, if there is no health or other danger, the director may approve joint use of that lateral with the connection being made to the city sewer. All discharge limits in this article apply to that portion as the lateral emanating from a single building. Compliance with pretreatment standards or local discharge limits prescribed by this article shall be determined within each tributary to the common lateral prior to commingling with other wastewater.

**Sec. 86-140. - Existing building sewer examination.**

Existing sewers shall meet all requirements of this article. Whenever an examination determines that an existing building sewer does not meet the requirements of this article and the building official determines that

the connection is creating a health hazard, odor or public nuisance, or environmental hazard the sewer shall be reconstructed at the owner's expense.

**Sec. 86-141. - City of Grand Rapids sanitary sewer system.**

If a significant industrial user located in the city is connected to the sanitary sewer system of the City of Grand Rapids, the terms of the City of Grand Rapids Sewer Use Ordinance (and the Interjurisdictional Agreement (IJA) signed by both the City of Grand Rapids and City of Wyoming pursuant to MCL 124.1 *et seq.* shall apply and are hereby incorporated by reference. Copies of the relevant portion of the Grand Rapids City Code and the IJA are on file with the city clerk and available to the public.

Secs. 86-142—86-160. - Reserved.

**DIVISION 2. - ADMINISTRATION AND ENFORCEMENT**

**Sec. 86-161. - Rates, surcharges and penalties to be set by city council.**

(1) The city council shall by resolution establish system rates, fees and charges for such items as (i) review of plans related to system connections, system extensions or improvements; (ii) connection to the system; (iii) inspections of connections, extensions or improvements to the system; (iv) consumption and sewer service; (v) meter or AMI device installation, inspection and use; (vi) backflow device use and installation; (vii) wholesale service; (viii) unmetered sewer use; (ix) reading meters on any property for which the owner or occupant has refused installation of an AMI device; (x) late payment penalties or interest, rebilling fees, or other amounts to be paid for late payment; and (xi) any other system related amounts or rates the city council deems it appropriate to charge.

(a) Special rates may be established by contracts approved by the city council.

(b) Except when the city council determines there are extraordinary circumstances, rates charged for system services to users outside the city shall not be less than rates charged for system services to users within the city.

(c) Rates, fees and charges established by city council resolution must be in amounts or at rates estimated to be sufficient to provide for the payment of the expenses of operation, maintenance, repair, and replacement of the system in accordance with accepted utility practices, to timely pay the principal and interest on all as are necessary to preserve the system and all its component facilities in good repair and working order; to provide for payment of the interest upon and the principal of all bonds as and when due and payable, to provide for any coverage required under any bond covenants or as required by law, and to provide for such other expenditures and funds for the system as are required by this article. Such rates and charges shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted, and agreed at all times to fix, maintain and collect such rates and charges for water service furnished by the system as shall be sufficient to provide for the foregoing.

(d) Because the system must be sized, constructed, operated, and maintained to be ready to serve the premises, except as provided in this subsection, readiness to serve charges will be charged for all property in each billing regardless of whether the system is actively used. Exceptions include only (i) unoccupied vacant property without buildings or other occupiable structures, and (ii) property with vacant, unoccupied buildings awaiting demolition. If the owner of a residential, commercial, industrial, or other property requests cessation of service (*i.e.*, the sewer lateral is cut and plugged) a readiness to serve charge will be charged at the same rate as if a 5/8-inch meter was installed.

(2) Except in extraordinary circumstances, such as extreme weather or a health emergency, meters or data from AMI devices will be read not less frequently than quarterly, and bills for water service shall be rendered not less frequently than quarterly and become due on or before the due date specified in the bill. If bills are not paid on or before the due date specified will accrue and be charged fees, interest or penalties related to the late payment in amounts or at rates established by city council resolution.

(3) System rates fees and charges will be a lien on property served as provided in and collectible as provided in 1933 PA 94 (MCL 141.101 *et seq.*) and 1939 PA 178 (MCL 123.161 *et seq.*). If not paid within six months after they are due, the city utility billing office may, before April 1 of each year, certify the delinquency to the city treasurer who shall enter such delinquent charges upon the next general city tax roll as a charge against such premises and the same shall be collected and the lien thereof enforced in the same manner as general city taxes against such premises are collected and the lien thereof enforced. However, where notice is given that a tenant is responsible for such charges and service as provided in those statutes and security for such charges has been provided as established by city council by resolution, those rates, fees, and charges shall not be a lien of the premises served.

(4) In addition to other remedies provided, the city shall have the right to shut off and discontinue the water service and sewer service to any premises for the nonpayment of system rates, fees, or charges when due. Services so discontinued must not be restored until all sums then due and owing shall be paid, plus a turn-on charge as established by resolution of the city council on file in city hall.

(5) The city treasurer may accept payment arrangements to pay system bills when such arrangements are needed to prevent undue hardships and are acceptable to the city manager.

**Sec. 86-162. – Violations as municipal civil infractions.**

A violation of a wastewater discharge permit is a municipal civil infraction. The city council may from time to time by resolution establish penalties for violation of a user's wastewater discharge permit. Penalties may be based on either a grab, composite or in the case of pH, on the basis of results from a pH recorder. Penalties will be assessed for any sample exceeding limits established from time to time by a resolution of the city council. Any user who violates any provision of this article, or permits issued under this article, shall be penalized in an amount up to \$25,000.00 or the maximum penalty allowed under state law. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Payment of penalties does not constitute compliance with the permit. In addition to these penalties, (i) those violating this article shall be subject to all other consequences of such violations as provided in this article and, (ii) continued, habitual or gross violations or those caused by negligence or failure to install and operate property pretreatment units will be enforced under sections 86-165, 86-167 and 86-297.

**Sec. 86-163. - Delinquent accounts.**

If any amounts owed to the city for the use of the public sewer system are not timely paid as required by this article, other parts of this code of ordinances, the terms of any contract, or the terms of any arrangement made with the city to pay such amounts, the city may pursue all remedies available at law or in equity including, to the extent not otherwise precluded or limited by law, one or more of the following:

- (1) A lawsuit against the property owner or any other person responsible for payment;
- (2) Suspending, terminating or otherwise discontinuing city sanitary sewer service, water service or both services to the premises;
- (3) Setting off the unpaid amounts against any amounts owed by the city to the owner of the premises or other responsible party; or
- (4) Certifying such charge to the city assessor who shall assess the charge against the lot or parcel of land upon which is situated the premises served. The assessment shall then be collected or returned in the same manner as real property taxes.
- (5) The city may also require an escrow deposit against future delinquent payments of such amounts. The deposit may be up to an estimated one-quarter's billing for sanitary sewer service, including any estimated surcharges, late payment fees, and interest. The deposit shall be held in a non-interest-bearing escrow account to be used and applied against any amounts due for sanitary sewer service that are not paid when due. The amount used from the escrowed funds will be added to the amounts owed such that the user shall be obligated to maintain that escrow and timely pay all charges for sanitary sewer service in order to preclude use of the remedies provided in this section.

**Sec. 86-164. - Public nuisance abatement.**

A violation of this article is a public nuisance per se. The director or the building official may require the abatement of any public nuisance under this article by giving the owner of such property notice to eliminate such conditions. The time limit shall be stated in the notice commensurate with the type of nuisance. The director or building official may discontinue water and sewage service to the property if the owner or other responsible party fails to abate such nuisance. All work required to abate such nuisance shall be performed in compliance with this article at the owner's expense. Alternatively, or in addition, the city attorney may bring a lawsuit to abate the nuisance

**Sec. 86-165. - Harmful contributions.**

The director may suspend sewer and water service when such suspension is necessary to stop an actual or threatened discharge which may present an imminent or substantial endangerment to the health or welfare of persons or the environment, cause interference to the sewage works or cause the city to violate any condition of its NPDES permit. Any person notified of a possible suspension of water or wastewater treatment service shall immediately stop or eliminate the contribution. If that person fails to voluntarily comply with any discharge permit, the city may take such steps as deemed necessary including immediate suspension of sewer and water service, to prevent or minimize damage to the sewage works or endangerment of any individuals. The director shall reinstate the sewer and water and service upon proof of the elimination of the noncomplying discharge provided the city manager determines necessary steps have also been taken to prevent recurrence of such noncompliance. The noncomplying user shall submit to the director a detailed written statement describing the cause(s) of the noncompliance and the measures taken to prevent any recurrence within 15 days of the date of occurrence.

**Sec. 86-166. - Official determination of hazard.**

If the building official determines that there is a health or welfare hazard created by the emanation of sewage by being exposed to the surface of the ground or draining of sewage from the property under the surface of

the ground or into any ditch, storm sewer, lake or stream and that the continuance of the use of the private sewage works for the property poses an immediate threat to humans or natural resources, the building official may order and require the occupants to vacate any structure on the property forthwith.

**Sec. 86-167. - Notification of violation of article.**

If the city finds that a user failed to comply with or is failing to comply with any provision of this article, the city may serve upon such person a written notice stating the nature of the noncompliance and require a plan to correct it and prevent recurrence. Within 30 days of the date of the notice or such shorter time as the city may require in the notice in order to protect the environment or the public health, safety or welfare, a plan for the satisfactory correction of all violations shall be submitted by the user to the city for approval. Failure to respond in 30 days or shorter time as provided in the notice, or to develop a satisfactory plan shall constitute an additional violation of this article, and the city shall take such action as deemed necessary, including suspension of water or sewer service, or both.

**Sec. 86-168. - Show cause hearing.**

(a) Any user subject to enforcement action under the provisions of this article may, within 10 days, make a written request for a hearing before the city manager which request shall be filed with the director or the city clerk. If any user so requests a hearing, the city manager shall hold a hearing concerning the violation, any reasons for the action, remedial actions taken following the violation, steps and plans to prevent further noncompliance with this article, and any proposed enforcement actions. The city manager shall allow the user to show cause why the proposed enforcement action should not be implemented.

(b) The city manager may conduct the hearing and take the evidence or may designate any officer or employee to:

- (1) Issue in the name of the city manager notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing;
- (2) Take the evidence, inquire of witnesses or other persons presenting information or arguments, review any exhibits or records, allow for any pre-hearing or post-hearing written submissions; and
- (3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the city manager for action thereon.

(c) At a hearing held pursuant to this article, testimony taken may, but doesn't need to be, under oath and recorded. The transcript will be made available to any member of the public or any part to the hearing upon payment of charges for copying. Rules of civil procedure and rules of evidence do not apply. Information normally relied upon in the conduct of serious business may be presented and considered. While either the city or the user may be represented by legal counsel, legal counsel is not required. The city manager or the person designated by the city manager to conduct the hearing may consult with the city's legal counsel as either deems needed or helpful.

(d) After the city manager has reviewed the available information, an order may be issued to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless acceptable treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities and that such devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

(e) The city manager may also establish appropriate surcharges or fees to reimburse the city for the additional cost of operation and maintenance of the wastewater treatment works due to any violations of this article.

(f) Any order or directive by the city manager may be appealed to a board of referees consisting of two registered professional engineers authorized to practice in Michigan who are experienced in wastewater issues, one of who shall be selected by the city and one by the user, and a third engineer selected by the first two engineers. None of three engineers shall be in the employ of, a party to any contract with, or an officer or employee of a party to a contract with either the city or the user. The appeal shall be made in writing to the director within 10 days of any order or directive resulting from the hearing before the city manager. Selection of referees shall be made within 10 days of the filing of the appeal.

(g) Within 10 days after receiving notice of the selection of the referees, the city manager shall file with the referees a copy of his determination and the results of his investigation supporting such determination. Within 10 days thereafter the appellant shall file its reply together with supporting documentation. The referees may thereafter require additional information and may, if they choose, hold a hearing at which both sides may present evidence and arguments. The referees shall, by a majority vote, render a written opinion within ten days after the last documents are filed, and such opinion shall be binding upon all parties. The review by the referees shall be *de novo* but based on the information that was in the record at the completion of the city manager's hearing.

(h) The referees shall be entitled to reasonable compensation and expenses with the costs to be borne equally by the city and the user.

(i) Any party may seek judicial review of a referee decision in circuit court. The circuit court shall uphold the city manager's decision if it is based on competent, material, and substantial evidence.

**Sec. 86-169. - Legal action.**

If any person discharges sewage, industrial wastes, or other wastes into the city's wastewater disposal system contrary to the provisions of this article, federal or state pretreatment requirements, or any order of the city, the city attorney may commence an action for appropriate relief.

**Sec. 86-170. - False information.**

No person shall knowingly make any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article nor shall falsify, tamper with or knowingly render inaccurate any monitoring device or method required under this article.

**Sec. 86-171. - Affirmative defense.**

A user shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions of this article and the specific prohibitions in subsections (2), (4), (8), (10) and (12) of section 86-291 where the user can demonstrate that:

(1) It did not know or have reason to know that its discharge, alone or in conjunction with a discharge or discharges from other sources, would cause pass through or interference; and

(2) Either:

(a) A local limit designed to prevent pass through or interference was developed for each pollutant in the user's discharge that caused pass through or interference and the user was in compliance with each such local limit immediately before and during the pass through or interference; or

(b) A local limit was not applicable and immediately before and during the pass through or interference the user's discharge did not substantially change in volume or constituents from the user's previous discharges when the POTW was regularly in compliance with its NPDES permit and, in the case of interference, all applicable requirements for sludge use or disposal.

**Sec. 86-172. - Publication of list of industrial users in significant noncompliance.**

As required by federal regulations, the city shall at least annually, before April 1, publish in a newspaper of record a list of industrial users which during the previous calendar year were in significant noncompliance of applicable pretreatment standards or other pretreatment requirements. For the purposes of this section significant noncompliance is defined in section 86-130.

**Sec. 86-173. - Conflicts.**

Should any existing agreements, orders or permits be in conflict with this article, then they shall be revised to comply with this article.

**Sec. 86-174. - Municipal civil infraction—Penalty.**

Any violations of the provisions of article not specifically designated a misdemeanor shall be a civil infraction for which the user shall be responsible for a civil fine in the amount of up to \$25,000.00 for each violation.

**Sec. 86-175. – Other amounts owed for violations.**

In addition any other amounts or remedies under this article, anyone violating or responsible for a violation of any provision of this article shall be responsible for paying all costs incurred by the city as a result of such violation, including for example and not for limitation, (i) any fines or penalties the city may be obligated to pay as a result of such violation or any violation of any permit issued to the city that results from the person's violation of this article, (ii) any costs incurred to reactivate, repair, improve, or replace any part of the system or any processes within the system, (iii) any costs for engineering, legal, environmental consultant or other professional services, (iv) any overtime or other personnel costs, (v) the cost of any contract services such as hazardous waste disposal costs, added sludge handling or disposal costs, pumping costs, laboratory fees, or other expenses, (vi) added materials costs such as in the city's laboratory; (vii) added special equipment costs such as pumps or payments for use of equipment in the city's motor pool, (viii) any publication or public information expenses, (ix) costs of any special clothing for or to replace any clothing or personal articles of city personnel, (x) any filing fees, appeals costs, collection expenses, discovery costs, cost of exhibits, or other expenses related to any legal or administrative proceeding, (xi) any first aid or medical expenses for due to any illness, injury or reasonable diagnostic test needed to rule out any illness or injury to any city employee or agent, and (xii) any costs the city is obligated to pay any third party such as another user of the system, including any incidental or consequential damages paid to any such third party.

Secs. 86-176—86-200. - Reserved.

**DIVISION 3. - BUILDING SEWERS**

**Sec. 86-201. - Material specifications.**

All materials used on construction of laterals and building sewers shall be of the type approved by the applicable construction code and as required by the city.

**Sec. 86-202. - Pipe size.**

The size of a residential building sewer shall not be less than 4 inches in diameter. All other sewer sizes shall be determined by the city based upon the type of facility and the applicable construction code.

**Sec. 86-203. - Sewer slope.**

Building sewers shall be constructed to slopes consistent with the provisions of the applicable plumbing code, but not less than 1/8-inch per linear foot.

**Sec. 86-204. - Location and elevation.**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. Building sewers shall not be laid parallel to nor within 3 feet of any bearing wall. The depth shall be sufficient to be protected against frost. The building sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in alignment shall be made only with properly curved pipe or long radius fittings. Changes in direction having bends of 45 degrees or more shall have a cleanout.

**Sec. 86-205. - Floor drains.**

Floor drains which are connected to the building sewer shall be required for all basements or cellars if the elevation of the public sanitary sewer will service the building.

**Sec. 86-206. - Lift pump.**

In all buildings in which any building drain is too low to permit gravity flow to the building sewer, sanitary sewage carried by such drain shall be lifted by means of a pump or other approved means and discharged into the building sewer.

**Sec. 86-207. - Construction procedures to be in accordance with city's standard construction specifications; exception.**

All construction procedures shall be in accordance with the city's standard construction specifications, with the exception that tunneling of laterals will be allowed if it is determined that the proper alignment and slope can be maintained on the lateral.

**Sec. 86-208. - Grease, oil, and sand interceptors.**

(a) All establishments where food is manufactured, sold, or prepared, except for small areas designated as employee break areas or the equivalent, discharging wastewater containing fats, oils, and grease (FOG) to the system shall install, operate, and maintain a sufficiently sized oil and grease, water and solids separator (hereinafter called grease trap) necessary to achieve and maintain compliance with the limits indicated in section 86-292.

(b) Unless otherwise authorized by the director, all grease traps shall be of the outdoor, inline variety. With special authorization by the director, grease traps of the indoor, under-counter, stand-alone variety may be allowed. In this case, maintenance of indoor grease traps shall be performed at frequencies necessary to protect the capacity of the sewer system against accumulation of grease and oils, as required by the "25% rule" as defined herein. Under no condition shall an indoor grease trap be cleaned at intervals less frequent than once every 14 days.

(c) Grease, oil and sand interceptors shall be provided when they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients. Such interceptors shall not be required for dwelling units. All interceptors shall be of a type and capacity approved by the director and shall be located so as to be readily accessible for cleaning and inspection.

(d) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.

(e) Where installed, all grease, oil and sand interceptors shall be cleaned and maintained by the owner and shall be operated continuously in an efficient manner whenever the facility is in operation. The city shall have the right to inspect maintenance and disposal records related to the operation of grease, oil and sand interceptors.

(f) The user shall be responsible for the proper removal and legal disposal of the grease trap waste. All waste removed from each grease trap must be disposed of at a facility permitted to receive such waste. No grease trap pumpage may be discharged to the city sewer system. Maintenance shall include the complete removal of all contents, including floatable materials, wastewater, sludges and solids and jet flushing to remove measurable build-up on tank walls. Top skimming of outdoor grease traps, decanting or back flushing of the grease trap or its wastes for the purpose of reducing the volume to be hauled is prohibited.

(g) There shall be ample room and reasonable access to interceptors to allow accurate sampling and preparation of samples for transport and analysis.

(h) Grease traps and other interceptors shall be installed in compliance with the current plumbing codes adopted by the city. The director shall make final determination and approval of a grease trap's size. If additional pretreatment and/or maintenance is required to meet the provisions in this section, the director, may require that the establishment in existence prior to the effective date of this section upgrade to the requirements provided.

(i) Maintenance of an outdoor grease trap shall be performed at frequencies necessary to protect the capacity of the sewer system against accumulation of grease and oils, as required by the "25 percent rule" and at intervals no less than once every 90 days.

(j) Use of any bacteriological, chemical, or enzymatic addition for the purpose of maintaining a grease trap is prohibited unless written approval is obtained from the director.

(k) The user shall be responsible for maintaining records and/or manifests as to the dates of service, quantity, and waste hauler name at the user's location for a period of three years, which records shall be subject to review by the city without prior notification.

(l) Should any user fail to properly clean and maintain a grease trap as required herein, the city, at its option may contract for appropriate cleaning and maintenance by a licensed contractor, the cost of which shall be collectable by the city from the user at a charge of actual cost plus 100%.

**Sec. 86-209. - Tests.**

All tests of building sewers shall be made in conformance with the applicable plumbing code.

**Sec. 86-210. - Completion notification.**

The applicant for the building sewer permit shall notify the plumbing inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the city's plumbing inspector.

Secs. 86-211—86-250. - Reserved.

**DIVISION 4. - PUBLIC SEWER USE**  
**Subdivision I. - In General**

**Sec. 86-251. - Wastewater discharge permits—Generally.**

The director shall by written permit establish the maximum relative strength of sewage and industrial waste to be discharged into the public sewer by nondomestic users. Prior to the initial issuance of a permit or 90 days prior to the expiration of an existing permit, nondomestic users shall submit the information outlined in section 86-253. Wastewater discharge permit fees shall be paid in the amount as set from time to time by resolution of the city council. Permits shall be individual and control mechanisms must be enforceable and contain, at a minimum, the following conditions:

- (1) A statement of duration (in no case more than five years);
- (2) A statement of non-transferability without, at a minimum, prior notification to the POTW and provision of a copy of the existing control mechanism to the new owner or operator;
- (3) Effluent limits, including BMPs, based upon applicable general pretreatment standards in 40 CFR 403, categorical pretreatment standards, local limits, and state and local law;
- (4) Self-monitoring, sampling, reporting, notification and recordkeeping requirements, including an identification of the pollutants to be monitored, sampling location, sampling frequency, and sample type, based upon general pretreatment standards in 40 CFR 403, categorical pretreatment standards, local limits, and state and local law;
- (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule; and
- (6) Requirements to control slug discharges, if determined by the director to be necessary.
- (7) A statement to enable authorized representatives of the POTW, state, and EPA to enter and inspect the premises of nondomestic users.

**Sec. 86-252. – Permit review and adjustment.**

Any permit issued by the director shall be periodically, not less frequently than once every 5 years, reviewed and adjusted.

**Sec. 86-253. - Wastewater contribution information.**

(a) All nondomestic users proposing to connect to or to contribute to the sewage works shall submit information on their processes and wastewater to the city before connecting to or contributing to the sewage works. All existing industrial users connected to or contributing to the sewage works shall submit this

information upon request of the director. At least 90 days prior to the commencement of discharge, new sources and sources that become industrial users subsequent to the promulgation of an applicable categorical standard shall be required to submit to the city a report which contains the information in this section. New sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources shall give estimates of the information requested in subsections (a)(4) and (a)(7) of this section. The information submitted shall be sufficient for the city to determine the impact of the user's discharge on the sewage works and the need for pretreatment. Any statements or information submitted in connection with this section shall be signed by an authorized representative of the company. The user shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name of the operator and owners, facility name, address and location.
- (2) A list of any environmental control permits held by or for the facility.
- (3) SIC code number.
- (4) Measurement of pollutants. For industrial users subject to categorical pretreatment standards, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass where required by standard or the city) of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration (or mass where required) shall be reported. The sample shall be representative of daily operations. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the city or the applicable standards to determine compliance with the standard.
  - a. A minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible. The city may waive flow proportional sampling for any industrial user that demonstrates that flow proportional sampling is infeasible. In such cases samples must be obtained through time proportional composite sampling techniques or through a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.
  - b. The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this section.
  - c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula.
  - d. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR 136 and amendments thereto. Where 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, or where the director determines that the 40 CFR 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the POTW or other parties approved by the director.
  - e. If this report is a baseline report, the city may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures. The baseline report shall indicate the time, date and place of sampling; the methods of analysis; and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (5) Average rate of production.
- (6) Time and duration of contribution.
- (7) Average daily and maximum wastewater flow rates from all regulated process streams and other waste streams as necessary to allow use of the combined wastestream formula, including daily, monthly, and seasonal variations, if any. The city may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.
- (8) Industries identified as significant industries or subject to the national categorical pretreatment standards or alternative discharge limits or those required by the city must submit site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation. For industrial users subject to categorical pretreatment standards, a schematic process diagram identifying the location of points of discharge from all regulated processes as well as the pretreatment standards applicable to each regulated point of discharge shall also be submitted.

(9) Description of activities, facilities and plant processes on the premises including all materials or pollutants which are or could be discharged.

(10) The user shall submit a certification statement reviewed and signed by an authorized representative indicating whether or not the pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance and/or additional pretreatment is required by the industrial user to meet applicable pretreatment standards.

(11) If additional pretreatment or O&M will be required to meet the pretreatment standards, the user will provide the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment facilities required for the user to meet the applicable pretreatment standards.

b. No such increment shall exceed nine months.

c. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress; the reason for delay; and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such increments of progress.

(12) Type and amount of raw materials.

(13) Number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system.

(14) Location of sampling manhole.

(15) Any other information as may be deemed by the city to be necessary to evaluate the impact of the discharge on the sewage works.

(b) Any industrial user must inform the appropriate authorities upon discharge of hazardous waste as follows:

(1) Any industrial user shall notify the POTW, the EPA regional waste management division director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance, which if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the industrial user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of the constituents in the wastestream expected to be discharged during the following 12 months. Industrial users shall provide this notification no later than 180 days after the discharge of the listed or characteristic hazardous waste commences. Any notification under this section need be submitted only once for each hazardous waste discharged. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements in this article.

(2) Dischargers are exempt from the requirements of subsection (b)(1) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous waste in a calendar month, or of any quantity of acute hazardous waste as specified in 40 CFR 261.30(d) and 40 CFR 261.33(e) requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous wastes or listing any additional substances as hazardous wastes, the industrial user must notify the POTW, the EPA regional waste management waste division director, and the state hazardous waste authorities of the discharge of such substances within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (b) of this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous waste generated to the degree it has determined to be economically practical.

(c) All users shall maintain records of wastewater contribution information, including without limitation documentation associated with BMPs, for a period of at least three years.

**Sec. 86-254. - Confidential information.**

(a) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user and that such information need not be disclosed in accordance with any applicable Freedom of Information Act or any other applicable law. When requested by the person furnishing a report which might disclose trade secrets, such report shall be kept confidential to the extent permitted by law except that the report shall be made available upon written request to governmental agencies for uses related to this article, the NPDES permit or any pretreatment programs, and it shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

(b) Except as otherwise required by applicable law, information accepted by the city as confidential shall not be transmitted to any governmental agency or to the general public by the city unless and until a 10-day notice is given to the user. If an applicable state or federal law, rule, or regulation conflicts with a provision in this article by requiring greater disclosure, that state or federal law, rule, or regulation shall govern.

**Sec. 86-255. - Wastewater discharges.**

No person shall discharge into the waters of the state within the city or in any area under the jurisdiction of the city or to the system except as authorized by the director in accordance with the provisions of this article.

**Sec. 86-256. - Liquid discharges.**

No person shall discharge or cause to be discharged any type of liquid into any sewer except in accordance with this article.

**Sec. 86-257. - Waste hauler discharges.**

Waste haulers authorized to discharge into the POTW shall be required to pay fees established from time to time by resolution of the city council, in addition to any surcharges. Discharge shall be allowed only at such points as designated by the city. Waste haulers applying for discharge authorization shall submit the information requested in section 86-253 prior to receiving authorization.

**Sec. 86-258. - Discharge regulations, charges, and fees.**

Wastewater discharges shall be expressly subject to all provisions of this article and all other applicable regulations, user charges and fees established by the city. In addition, the city may:

- (1) Establish unit charges, surcharges or a schedule of user charges and fees for the wastewater to be discharged into the sewage works;
- (2) Limit the average and maximum wastewater constituents and characteristics;
- (3) Limit the average and maximum rate and time of discharge or make requirements for flow regulations and equalization;
- (4) Require the installation and maintenance of inspection and sampling facilities;
- (5) Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- (6) Establish compliance schedules;
- (7) Require submission of technical reports or discharge reports;
- (8) Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the city, and affording city access thereto, and copying thereof;
- (9) Require notification of the city of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;
- (10) Require notification of slug discharges;
- (11) Require other conditions as deemed appropriate by the city to ensure compliance with this article.

**Sec. 86-259. - Monitoring facilities.**

(a) The city may require a user to provide, maintain and operate monitoring facilities at the user's expense. Such facilities may include any or all of the following: a source of power, a sampling manhole meeting the specifications required by the city, an approved sampler, and flow monitoring devices as required by the director to allow for inspection, sampling and flow measurement of the building sewer and internal drainage systems. Such facilities shall be kept free of snow, parked vehicles or other obstructions. The monitoring facility shall be situated on the user's premises in an area accessible to a vehicle, but the city may, when such

a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in a public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with plans and specifications submitted to and approved by the city and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city of requiring such facilities unless the completion date is extended by the director at his discretion.

(b) Flow measurement devices on building sewers shall be checked and necessary repairs made on an annual basis. Such maintenance and checks shall be performed by the equipment manufacturer or an authorized designee who shall certify in writing to the director as to the accuracy of the equipment.

**Sec. 86-260. - Meters required.**

All users shall have meters on all water sources that ultimately discharge into the sewage works or shall meter the liquid wastes at the point of discharge into the sewage works. All meters and metering plans shall be approved by the city.

**Sec. 86-261. - Inspection and sampling.**

(a) The city may inspect the premises and facilities of any user to ascertain whether the requirements of this article are being met. Persons or occupants of premises where wastewater is created or discharged shall allow the city's representatives access to all parts of the premises for the purposes of inspection, sampling, records examination, record copying or any other task necessary in the performance of their duties. Nondomestic users shall be subject to inspection fees as stipulated by resolution of the city council from time to time and on file in city hall.

(b) The city shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and metering operations. Where a user has security measures in force which would require property identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the city will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

(c) Refusal to allow duly authorized representatives entry shall be considered a violation of this article and may be considered grounds for discontinuing of sewer or water services, or both.

**Sec. 86-262. - Refusing entry for inspection; issuance of search warrant.**

Whenever the building official or director deems it necessary to enter upon any property at a reasonable hour for the purposes of inspection, observation, measurement, sampling and testing of enforcement in accordance with the provisions of this article and is refused such entry, the official who is refused such entry may make an affidavit in writing, under oath to the district court stating the facts of the case so far as it may be known to the complainant. The court may issue an administrative search warrant or inspection or other order allowing the director, building official or his representatives to enter upon such property to the extent and time necessary to enforce and carry out the provisions of this article.

**Sec. 86-263. - Sampling and analytical fee.**

Industrial users may be charged a sampling and analytical fee in cases where the city must utilize the analytical capabilities of a private laboratory in order to determine compliance with pretreatment standards. This fee shall be equal to the actual costs incurred by the city plus an additional administrative fee to compensate the city for the staffing time, billing, and collection expenses.

**Sec. 86-264. - Self-monitoring.**

The city may require industrial users to conduct self-monitoring. The city shall determine the frequency of self-monitoring necessary to assess and assure compliance by the industrial user with applicable pretreatment standards and requirements. The city may require the industrial user to provide a split of self-monitoring samples. The city shall require appropriate reporting from industrial users required to conduct self-monitoring.

**Sec. 86-265. - Sampling and analysis procedures and methods.**

All sampling and analyses conducted shall be performed in accordance with the procedures and methods required by 40 CFR Part 136.

**Sec. 86-266. - Laboratory utilized by industry conducting self-monitoring to be approved by city; quality control documentation required.**

(a) Each laboratory utilized by industries conducting self-monitoring as required by the city shall be approved by the city and required to operate a formal quality control program as required by 40 CFR Part 13.

(b) Laboratories conducting analyses for industrial users must submit a copy of the formal quality control documentation prior to approval by the city. Approval of laboratories shall be subject to periodic review. The city shall have the right to issue blind standards to be analyzed by other laboratories being utilized for self-monitoring. In the case of resolving disputes between analytical data generated by the city and another laboratory, any data without documented supporting quality control data will be rejected.

**Sec. 86-267. - User notification to POTW of spills, etc., or change in volume or character of discharge; requirements.**

All industrial users shall notify the POTW immediately of any accidental spills, unusual discharges, or slug discharges. All industrial users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification under 40 CFR 403.12(p) or 40.24(2) or this article. If self-monitoring performed by an industrial user indicates a violation, the user shall notify the city within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results to the city within 30 days after becoming aware of the violation. Where the city performed the sampling and analysis in lieu of the industrial user, the city must perform the repeat sampling and analysis unless the city notifies the user of the violation and requires the user to perform the repeat analysis. The industrial user is not required to resample if:

- (1) The city performs sampling at the industrial user at a frequency of at least once per month.
- (2) The city performs sampling at the industrial user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

**Sec. 86-268. - Pretreatment compliance reporting.**

(a) Within 90 days following the date for final compliance with applicable pretreatment standards or, in the case of a new user, following commencement of the introduction of wastewater into the sewage works, any user subject to pretreatment standards and requirements shall submit to the director information requested in section 86-253. For industrial users subject to equivalent mass or concentration limits established by the city in accordance with the procedures in 40 CFR 403.6, this report shall contain a reasonable measure of the user's long-term production rate. For all other industrial users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. This report shall include the certification statement as required in section 86-253. This statement shall be signed by an authorized representative as defined in section 86-130.

(b) Periodic compliance reports shall be submitted by users as follows:

(1) Any user discharging into the sewage works shall submit to the director semiannually, unless required more frequently in the pretreatment standards or by the director, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported in section 86-253. The reports required in this article shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The city shall require that frequency and numbers of grab samples and other monitoring necessary to assess and ensure compliance by the industrial user with applicable pretreatment standards and requirements.

a. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the city. Where time-proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate.

b. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of 4 grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city may authorize a lower minimum. Grab

samples must be taken at times the city deems necessary to assess and assure compliance by industrial users with applicable pretreatment standards and pretreatment requirements.

(2) If an industrial user subject to the reporting requirements in this section monitors any pollutant more frequently than required by the city, the results of this monitoring shall be included in the report. At the discretion of the director, the director may alter the months during which the above reports are to be submitted. This report shall include the certification statement as required in section 86-253. This report shall be signed by an authorized representative as outlined in section 86-131. In the case of significant noncategorical industrial users, where the city itself collects all the information required for the report, the noncategorical significant industrial user will not be required to submit the report.

(3) The director may also impose mass limitations on users using dilution to meet applicable pretreatment standards or requirements, or in other cases in which the imposition of mass limitations is appropriate. In such cases, the report required by subsection (b)(1) of this section shall also indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user.

(4) Where the pretreatment standard or a wastewater discharge permit requires compliance with a BMP (or pollution prevention alternative), the user shall submit documentation required by the city or the pretreatment standard necessary to determine the user's compliance status.

#### **Sec. 86-269. – Report signature requirements.**

The reports required by this article must show the certification statement as set forth in 40 CFR §403.6(a)(2)(ii), and be signed as follows:

(1) By a responsible corporate officer, if the industrial user submitting the report is a corporation. For purposes of this section, a responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) By a general partner or proprietor if the industrial user submitting the report is a partnership, or sole proprietorship respectively.

(3) By a duly authorized representative of the individual designated in subsections (1) or (2) if:

(a) The authorization is made in writing by an individual described in subsection (1) or (2);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the wastewater discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) the written authorization is submitted to the city.

(4) If an authorization under subsection (3) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (3) must be submitted to the city prior to or together with any report to be signed by an authorized representative.

Secs. 86-270—86-290. - Reserved.

### **Subdivision II. - Prohibited Discharges and Pretreatment Standards**

#### **Sec. 86-291. - General discharge prohibitions.**

No person shall contribute nor cause to be contributed, directly or indirectly, any of the following substances into the sewage works:

(1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion hazard in the POTW (including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21) or be injurious in any other way to the sewage works or to the operation of the sewage works.

(2) Solid or viscous substances which may cause obstruction to the flow in a sewer to other interference with the operation of the wastewater treatment facilities.

- (3) Any wastewater having a pH of less than 5.0, or greater than 10.5, or other than that range established by the wastewater discharge permit, or any wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works. In any event, a minimum pH of 5.0 is necessary in order to comply with 40 CFR 403.5.
- (4) Any pollutant, including oxygen demanding pollutants released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- (5) Any wastewater containing toxic pollutants in sufficient quantity, either alone or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewage works or exceed any limitation set forth in the EPA categorical pretreatment standard, or any other applicable federal, state or county standards.
- (6) Any noxious or malodorous liquids, gases or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard or are sufficient to prevent entry into the sewers for maintenance and repair.
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (8) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- (9) Any substance which may cause the sewage works' effluent, or any other product of the sewage works such as residues, sludges or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process.
- (10) Any substance which, alone or in conjunction with a discharge or other discharges, causes pass through as defined in section 86-130.
- (11) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dyes, wastes and vegetable tanning solutions.
- (12) Any wastewater having a temperature which will inhibit biological activity in the sewage works. Wastewater with a temperature at the introduction into the sewage works which exceeds 49 degrees Celsius (120 degrees Fahrenheit) or is lower than 0 degrees Celsius (32 degrees Fahrenheit) is prohibited.
- (13) Any slug discharge.
- (14) Any wastewater containing radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the director in compliance with applicable state or federal regulations.
- (15) Any wastewater which can cause any hazardous situation or creates a public nuisance.
- (16) Any wastewater containing noncompatibles in excess of the limits contained in the wastewater discharge permit.
- (17) Any trucked or hauled pollutants except, at discharge points designated by the POTW.

**Sec. 86-292. - Discharge standards and limits.**

- (a) All nondomestic users who discharge compatible pollutants shall be subject to the requirements itemized below.
  - (1) Upon approval of the director and issuance of a wastewater discharge permit, and if the discharge complies with the requirements of subsection (3) herein, wastewater not in excess of user-specific maximum mass limits may be discharged. These limits will be established by the director by an appropriate allocation of the wastewater treatment plant's approved maximum allowable headworks loadings for the following parameters:

<u>Parameter</u>	<u>MAHL (lb/day)</u>
5-day BOD	85,000
Suspended Solids	51,600
Total Phosphorus	1,800
Ammonia Nitrogen	4,800

- (2) Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following maximum concentration limits may be discharged:

<u>Parameter</u>	<u>Daily Average Concentration (mg/L)</u>	<u>Single Grab Maximum Concentration (mg/L)</u>
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Fats, Oils and Grease	470	830
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(3) Discharges of compatible pollutants shall also be subject to a surcharge in accordance with section 86-162 when exceeding any of the following baseline levels:

<u>Parameter</u>	<u>Daily Average Concentration (mg/L)</u>
5-day BOD	460
Suspended Solids	260
Phosphorus	12
Fats, Oil and Grease	91
Ammonia Nitrogen	32

(b) All nondomestic users who discharge incompatible pollutants shall be subject to the requirements itemized below.

(1) Primary toxic pollutants.

a. Upon approval of the director and issuance of a wastewater discharge permit, wastewater not in excess of the following limits may be discharged:

<u>Parameter</u>	<u>Daily Maximum Concentration (mg/L)</u>
Arsenic, Total	0.061
Cadmium, Total	0.1
Chromium, Total	2.9
Copper, Total	2.1
Lead, Total	1.9
Mercury, Total	<0.0002
Molybdenum, Total	0.19
Nickel, Total	1.2
Selenium, Total	0.04
Silver, Total	0.15
Zinc, Total	4.0
Cyanides, Total	0.2

(2) Secondary toxic pollutants.

a. Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following limits may be discharged:

<u>Parameter</u>	<u>Daily Average Concentration</u>
2-Butanone (Methyl Ethyl Ketone)	760 mg/L
Butyl Benzyl Phthalate	6.4 mg/L
4-Chloro-3-Methyl Phenol (p-Chloro-m-Cresol)	1.0 mg/L
1,4-Dichlorobenzene	0.48 mg/L
bis 2-Ethylhexyl Phthalate	0.19 mg/L
4-Methylphenol (p-Cresol)	4.7 mg/L
Naphthalene	1.9 mg/L
Phenol *	42 mg/L
Toluene	3.5 mg/L

Perfluorooctanesulfonic acid (PFOS)	28 ng/L
Perfluorooctanoic acid (PFOA)	6800 ng/L
Perfluorobutanesulfonic acid (PFBS)	22,106,000 ng/L

Notes:

\*Based on discharge of any or all of the following phenolic compounds: 2-Chlorophenol; 4-Chlorophenol; 2,4-Dichlorophenol; 2,4-Dimethylphenol; 2,4-Dinitrophenol; 2-Methylphenol; 4-Methylphenol; 2-Nitrophenol; 4-Nitrophenol; and Phenol. Discharge of other phenolic compounds is prohibited, except as specifically authorized by the director.

b. Should pollutants other than specified above be received or anticipated, corresponding discharge limits may be established by the city via an appropriate mass allocation of the wastewater treatment plant's approved maximum allowable headworks loadings. The city reserves the right to enter into local initiatives with industrial users setting out special terms under which they may discharge to the POTW. In no case will any special agreement waive compliance with a pretreatment standard or requirement.

(3) For each significant industrial user, the director shall, when issuing a discharge permit, periodically reviewing a discharge permit (as required by section 86-252), reviewing any report regarding a discharge violating any provision of this article, or as otherwise required in this subsection evaluate whether the significant industrial user needs a plan or other action to control slug discharges. For industrial users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006. Additional significant industrial users must be evaluated within 1 year of being designated a significant industrial user. The results of such activities shall be available to MDEGLE upon request. Significant industrial users must notify the director immediately of any changes at its facility affecting potential for a slug discharge. If the director decides that a slug discharge control plan is needed, the plan shall contain, at a minimum, the following elements:

- a. Description of discharge practices, including non-routine batch discharges;
- b. Description of stored chemicals;
- c. Procedures for immediately notifying the director of slug discharges, including any discharge that would violate a prohibition under this article with procedures for follow-up written notification within 5 days; and
- d. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

**Sec. 86-293. - National categorical pretreatment standards.**

Upon the promulgation of any national categorical pretreatment standards, alternative discharge limits or other federal or state limitations, for a particular industrial subcategory, the pretreatment standard, if more stringent than limitations imposed under this article for uses in that subcategory, shall immediately supersede the limitations imposed under this article and shall be considered part of this article. Compliance by existing sources with categorical pretreatment standards shall be within three years of the date the standard is effective unless a shorter compliance time is specified in the appropriate subpart of 40 CFR chapter I, subchapter N. Direct dischargers with NPDES permits modified or reissued to provide a variance pursuant to section 301(i)(2) of the Act shall be required to meet compliance dates set in any applicable categorical pretreatment standard. Existing sources which become industrial users subsequent to promulgation of an applicable categorical pretreatment standard shall be considered existing industrial users except where such sources meet the definition of new source as defined in section 86-130. New sources shall install and have in operating condition, and shall start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge. Within the shortest feasible time (not to exceed 90 days), new sources must meet all applicable pretreatment standards. The director shall notify all affected users of the applicable reporting requirements.

**Sec. 86-294. - Equivalent mass and concentration limits.**

When the limits in a categorical pretreatment standard are expressed only in terms of mass of pollutant per unit of production, the city may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual industrial users. The city shall calculate equivalent mass-per-day limitations and equivalent concentration limitations in accordance with 40 CFR 403.6(c)(2)-(4) and 40 CFR 403.6(c)(6)-(7). Equivalent limitations calculated in accordance with these sections shall be deemed pretreatment standards for the

purposes of section 307(d) of the Act and this article. Industrial users shall comply with the equivalent limitations in lieu of the promulgated categorical standards for which the equivalent limitations were derived. Any industrial user operating under a wastewater discharge permit incorporating equivalent mass or concentration limits calculated from a production-based standard shall notify the city within 2 business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying the city of such anticipated change will be required to meet the mass or concentration limits in its wastewater discharge permit that were based on the original estimate of the long-term average production rate.

**Sec. 86-295. - Net/gross calculation.**

Categorical pretreatment standards may be adjusted to reflect the presence of pollutants in the industrial user's intake water in accordance with 40 CFR 403.15.

**Sec. 86-296. - Discharge modifications.**

Within 6 months of the promulgation or revision of any applicable pretreatment standard, all affected users must submit to the city the information required by section 86-253(a)(8) and (a)(9).

**Sec. 86-297. - Application of state requirements or limitations.**

State requirements or limitations on discharges shall apply whenever they are more stringent than national categorical pretreatment standards or limitations provided in this article. State and federal requirements may not be appealed.

**Sec. 86-298. - Compliance with pretreatment standards.**

Industrial users shall provide necessary wastewater treatment as required to comply with this article and shall achieve compliance with all pretreatment standards within the time limitations specified by the federal pretreatment regulations, state regulations and as required by the city. Any facilities required to pretreat wastewater shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to and approved by the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable by the city prior to the user's initiation of the changes.

**Sec. 86-299. - User to initiate construction of facilities necessary to comply with discharge limitations.**

If pretreatment facilities are necessary to comply with wastewater discharge permit limitations, industrial users shall initiate construction of such facilities within 6 months and complete construction within 18 months from the date of notice of noncompliance by city.

**Sec. 86-300. - Increase of process water to dilute excessive discharge.**

No user shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national categorical pretreatment standards, alternative discharge limits or in any other pollutant-specific limitation adopted by the city or state.

**Sec. 86-301. - Procedures for prevention of accidental and slug discharges; notification if discharge occurs.**

Users shall provide protection from slug discharges or accidental discharges of prohibited materials or other substances regulated by this article. If deemed reasonably necessary by the director or as otherwise required by state or federal laws or regulations, the city may require the user to implement procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents) and/or measures and equipment for emergency response. Facilities to prevent slug discharges or accidental discharges of prohibited material shall be provided and maintained at the user's cost and expense. Detailed information and plans showing facilities and operating procedures to provide this protection including descriptions of discharge practices and stored chemicals shall be submitted to the city for review and approval by the city before construction. All users shall complete construction of required facilities within the time period specified by the director. New users shall not be permitted to introduce pollutants into the system until approved accidental discharge facilities have been constructed. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the facility as necessary to meet the requirements of this article or from otherwise meeting requirements of this article. In the case of a slug discharge or an accidental discharge, the user shall immediately notify the director of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions. Accidental discharge shall also include any discharge where such discharge has the possibility of entering into any waters of the state.

(1) Within 5 working days following a slug discharge or accidental discharge, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to correct the situation and to prevent similar future occurrences. Such notification shall not relieve the user of any expense, penalty, loss, damage or other liability which may be incurred as a result of damage to the sewage works treatment process, nor any other damage to person or property, nor shall such notification relieve the user of any fines, civil or other liability which may be imposed by this article or other applicable law.

(2) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees of the persons to notify in the event of an accidental discharge. Employers shall advise all employees who may cause or suffer such a dangerous discharge to occur of the emergency notification procedure.

**Sec. 86-302. - Upset is an affirmative defense.**

(a) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (b) of this section are met.

(b) An industrial user wishing to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and the industrial user can identify the causes of the upset;

(2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;

(3) The industrial user has submitted the following information to the POTW and control authority within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):

a. A description of the indirect discharge and cause of noncompliance;

b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

c. Steps being taken or planned to be taken to reduce, eliminate, and prevent recurrence of the noncompliance.

(c) In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.

(d) In the usual exercise of prosecutorial discretion, the city's enforcement personnel should review any claims that noncompliance was caused by an upset. No determinations made in the course of the review constitute final city action subject to judicial review. Industrial users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(e) The industrial user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

**Sec. 86-303. - Bypass.**

For the purpose of this section, bypass shall mean the intentional diversion of wastestreams from any portion of the industrial user's treatment facility. An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to subsections (1) and (2) of this section.

(1) If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the city, if possible, at least ten days before the date of the bypass. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the city within 24 hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass. The city may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(2) Bypass is prohibited, and the city may take enforcement action against an industrial user for a bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury or severe property damage. Severe property damage shall mean substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which

can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during periods of equipment downtime or preventative maintenance;

c. The industrial user submitted notices as required under subsection (1) of this section.

(3) The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in subsection (2) of this section.

**Sec. 86-304. – Stormwater/Groundwater Prohibited.**

The direct or indirect connection of roof downspouts, exterior footing or foundation drains, areaway drains, storm drains, sump pump discharges or other sources of surface runoff, stormwater, or groundwater to the system is prohibited. Except with a sewer discharge permit no person shall discharge to the system any surface runoff, stormwater, or groundwater.

Secs. 86-305—86-320. - Reserved.

**DIVISION 5. - LIQUID WASTE**

**Sec. 86-321. - Definitions.**

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Liquid waste* means any liquid, gaseous or waterborne waste or sludge materials resulting from or incidental to any process of industry, manufacturing, mining or agricultural operations or any mixture of these waste materials with water or domestic sewage and domestic sewage.

(b) *Liquid waste disposal system* means any facility primarily designed or operated for the purpose of processing or storing liquid waste.

(c) *Structure* means the area in which the liquid industrial waste or liquid waste is stored on the premises for treatment or processing and shall include holding tanks.

**Sec. 86-322. - Storage, removal, transfer, unloading, offering for sale, trade or exchange restricted to areas zoned for such dealings.**

No person shall engage in the storage, removal, transfer, unloading, offering for sale, trade or exchange, or in any manner dealing in liquid wastes in the city except at such locations as are provided for in the zoning provisions of this Code.

**Sec. 86-323. - Accumulations and deposit.**

No person shall deposit, cause to be deposited or permit to accumulate any liquid waste or liquid industrial waste upon any public or private premises within the city in such a manner so as to emit noxious or offensive odors or dust or to become unsanitary or injurious to public health.

**Sec. 86-324. - Storage and treatment.**

The following provisions shall govern the operation for storage and treatment of all liquid waste on any property, excluding industries generating such liquid wastes which do not store or treat such liquid wastes:

(1) Whenever liquid wastes are placed into any area for the purpose of removing liquids or portions of liquids from such waste, such liquid waste shall be placed in structures according to provisions as stated in this section.

(2) None of the liquid waste shall be allowed to spill outside of the structures, and, if it is spilled outside, it shall be removed immediately.

(3) No liquid waste shall be allowed to discharge on or into the groundwaters or surface waters.

(4) Any liquid waste which has spilled onto the apron around the structure shall be washed into the structure or removed from the apron immediately after the spillage.

(5) The entire area in which the structures are located shall be enclosed by a chain-link fence and a chain-link gate which shall be locked so as to prevent entrance by any unauthorized person when the area is unattended.

(6) No liquid waste shall be allowed to dry to the extent that the waste would generate dust.

(7) All liquid waste placed into any open structure shall be a minimum of six inches below the top of the structure at all times.

(8) Reasonable means shall be used to prevent any spillage from any vehicles while they are carrying any liquid waste on any street to and from the location of the liquid waste site. If there is any spillage, the spillage shall be removed immediately.

(9) Any person operating a facility handling liquid wastes shall have provisions for accumulating data so as to measure any dust being generated from the property because of the liquid waste. Such equipment shall be capable of monitoring the air on a 24-hour basis and shall be approved by the city, which approval shall be based upon the ability of the equipment to perform as required. Upon request, such information shall be furnished to the city.

(10) Every person operating a liquid waste disposal system shall be required to obtain a license and pay the fee as set by resolution of the city council from time to time and on file in city hall.

(11) All liquid wastes placed into the city sewer system shall meet all requirements of this article pertaining thereto.

(12) There shall be no storage of any liquid waste except for the purpose of treatment. All liquid wastes shall be treated within a reasonable time after being brought to the site.

**Sec. 86-325. - Transporting vehicle standards.**

All vehicles used for transporting liquid waste shall be completely sealed and shall be in good repair and free from any leaks so as to prevent spillage or discharge any place. All such vehicles shall be clean and odor-free prior to any movement on any city streets.

**Sec. 86-326. - State approval required for deposit or storage on city lands.**

When required, no person shall engage in the pickup or disposal of liquid waste material to deposit, discharge, store or stockpile such waste material on any lands in the city unless such land has been approved as a site for the disposal of such liquid waste by the state department of natural resources.

**Sec. 86-327. - Use of storm drains, inlets, streets, or lands.**

No person shall deposit or discharge any liquid waste material into any public or private storm drains, inlets, streets or lands.

**Sec. 86-328. - Storage or treatment facilities require pollution prevention plan.**

Any person desiring to operate a new facility for the storing or treating of liquid waste shall submit a pollution prevention plan to the city for approval at the time application is made for a building permit for the construction of any structures to be used primarily for the treatment, storage, transfer or handling of industrial wastes. The following shall be included:

- (1) Chemical composition of the liquid wastes to be processed or treated, including estimated volumes or quantities and identification of all toxic elements.
- (2) Chemical composition of the expected resultant effluent, subsequent to treatment, to be discharged to the city sewer, including estimated volumes per day and quantities of heavy metals.
- (3) Complete technological description of the treatment process, including complete plans and specifications of all equipment and structures to be used in the process or at the site.
- (4) Complete description of method of handling wastes, including transporting, loading, and unloading, as well as a description of equipment and vehicles used for handling wastes.
- (5) Location of approved disposal sites for any liquid wastes resulting from the company's processing that cannot be discharged into a city sewer.
- (6) Proof of licenses and permits that may be required from other governmental agencies for the hauling and disposal of liquid wastes.
- (7) List of the names and addresses of industries from which liquid wastes will be collected and transported to the facility for treatment, including estimated volumes of liquid waste from each industry and a description of such wastes.
- (8) Methods and equipment that will be used to monitor effectively and measure on a regular basis the quality of the air, groundwater and surface waters, soils and discharge to the city sewer system. Sampling and testing procedures shall be included in the plan as well as the frequency of such sampling and testing.

**Sec. 86-329. - Inspection of liquid waste businesses.**

The city by its authorized representatives shall have the right at all reasonable times to make inspections of any business subject to the provisions of this division governing liquid wastes.

Secs. 86-330—86-350. - Reserved.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2024.

Section 3. That, because this ordinance required preapproval by state officials in compliance with federal and state regulatory requirements, 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.

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

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Kelli A. VandenBerg  
Wyoming City Clerk

Ordinance No. 16-23  
Introduced: November 6, 2023  
Adopted: December 18, 2023  
Effective:

## STAFF REPORT

Date: October 31, 2023  
Subject: Utility Ordinance and Water Line Break – Sewer Backup Policy Amendments  
From: Scott Smith, City Attorney  
Myron Erickson, Public Works Director  
Lisa Bartrum, Environmental Services Supervisor  
Meeting Date: November 6, 2023

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### **RECOMMENDATION:**

Adopt the Ordinance to Amend Chapter 86, Article III of the City Code to Update the City's Sanitary Sewer Use Requirements.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Ownership and operation of the city's sanitary sewer system requires sanitary sewer system use requirements complying with state and federal laws, rules, and regulations, and with the city's National Pollution Discharge Elimination System (NPDES) permit in an ordinance approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Safety – Adoption and enforcement of an approved sewer use ordinance protects the public's health and safety, and also protects the environment.

Stewardship – Periodic updates of a sewer use ordinance are required to comply with the city's NPDES permit thereby avoiding penalties for noncompliance and to ensure the city has the authority to impose fines on ordinance violators in amounts set by state and federal laws, rules, and regulations.

### **BUDGET IMPACT:**

The proposed amendments will not impact the budget.

### **DISCUSSION:**

EGLE recently reviewed the city's sewer use ordinance (last updated in 2018) and required certain amendments. One of the more significant amendments includes increases in fines that can be imposed from \$10,000 per day to \$25,000 per day in accordance with increases in fines that the EPA and EGLE can impose on the city for violations of its NPDES permit. Another was to incorporate limits for PFAS related substances. Most other changes were more technical in nature.