

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 4, 2024, 7:00 P.M.

1) Call to Order

2) Invocation

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 February 19, 2024 Regular Meeting

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

14) Consent Agenda

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

a) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2024/2025 Annual Action Plan (April 15, 2024 at 7:01 p.m.)

b) To Authorize Members of the City Council to Attend the Michigan Municipal League 2024 Capital Conference

15) Resolutions

- c) To Approve Corewell Plans for and use of Its Property on Site 36 and to Gratefully Accept a Nonmotorized Trail Easement
- d) To Grant Preliminary Plat-Tentative Approval for the Proposed Rivertown Valley Phase 7
- e) To Grant Preliminary Plat-Tentative Approval for the Proposed Rivertown Valley Phase 8
- f) To Grant Preliminary Plat-Tentative Approval for the Proposed Rivertown Valley Phase 9
- g) To Dedicate Reserve Drive in Rivertown Valley Plat Phase V Located Within the City of Wyoming to be Included in the Municipal Street System
- h) To Amend Section 7.01 of the City Council Policy Manual to Adopt a Revised Industrial Facilities Tax Exemption Policy

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

- i) To Approve and Direct the Mayor and City Clerk to Sign a Trail Design Contract with AECOM
- j) To Authorize the Purchase of Asphalt & Concrete Crack Leveling Sealant
- k) To Authorize Payment to Miss Dig System, Inc.
- l) To Purchase Two Treadmills
- m) For Awards of Bids
 - 1. Fertilizer
 - 2. Lawn Care Services
 - 3. Pest Control Services
 - 4. Plumbing Supplies
 - 5. Shredded Bark and Wood Chips

17) Ordinances

- 2-24 To Repeal City Code Chapter 6 Entitled “Animals” Enabling Kent County’s Enforcement of the County Dog Law Within the City; and to Amend City Code Section 1-2 by Adding Definitions; to Amend City Code Chapter 50, Article IV, Division 2 by Adding Sections 50-127 Through 50-132; to Amend City Code Chapter 50, Article V, Division 1 by Adding Section 50-171; and to Amend City Code Chapter 50, Article VII by Adding Section 50-269 Related to Certain Animals and Penalties for Violations (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

RESOLUTION NO. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2024/2025 ANNUAL ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 48 years of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development.
2. It is necessary to submit an Annual Action Plan application for the 49th program year covering the period of July 1, 2024, through June 30, 2025.
3. On February 15, 2024, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2024/2025 Annual Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2024/2025 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 15, 2024, at 7:01 p.m. for a public hearing on the Wyoming Community Development 2024/2025 Annual Action Plan.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
MICHIGAN MUNICIPAL LEAGUE 2024 CAPITAL CONFERENCE

WHEREAS:

1. The Michigan Municipal League 2024 Capital Conference will be held on March 12 and 13, 2024.
2. It is the desire of the City Council that Mayor Vanderwood represent the City of Wyoming at the conference.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Vanderwood to attend the Michigan Municipal League 2024 Capital Conference in Lansing, Michigan on March 12 and 13, 2024.
2. The expense reports will be submitted at the conclusion of the conference for reimbursement.

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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE COREWELL PLANS FOR AND USE OF
ITS PROPERTY ON SITE 36 AND TO GRATEFULLY ACCEPT
A NONMOTORIZED TRAIL EASEMENT

WHEREAS:

1. On December 29, 2023, Corewell Health acquired the north 40 acres of the portion of Site 36 lying south of 36th St SW (“Corewell Property”) via a deed recorded on January 2, 2024 with the Kent County Register of Deeds bearing instrument number 202401020000138, that expressly made that conveyance subject to the provisions in subsections A-F of Article IV of the Site 36 Development Contract dated December 7, 2021, by and among the City of Wyoming, the Wyoming Brownfield Redevelopment Authority (“WBRA”), and the Grantor, *i.e.*, Franklin Site 36, LLC (the “2021 Development Contract”).
2. The referenced site use and development requirements in the 2021 Development Contract were intended to ensure Site 36 is used in a manner compatible with other uses in its vicinity while providing jobs that compensated employees at levels sufficient to support families and with a development plan that enhances the community.
3. Corewell Health’s planned use of and site plan for the Corewell Property meets those goals with extensive bermed setbacks and landscaping, acceptable building facades and finishes, well-developed interior traffic circulation, and other development characteristics enhancing its aesthetic qualities and avoiding or minimizing adverse impacts from its operations.
4. Corewell Health seeks assurances from the city and the WBRA that its use and development of the Corewell Property comply with the 2021 Development Contract and/or that the city and WBRA waive any 2021 Development Contract requirements that Corewell Health’s planned use and development of the Corewell Property fails to meet.
5. Section 90-433B of the Zoning Ordinance, a part of the Code of Ordinances of the City of Wyoming, Michigan (“City Code”) provides certain development standards applicable to Site 36 but allows the City Council to waive those standards when the development plan meets the objectives of those standards.
6. Corewell Health’s development plan meets the requirements in that section that 75% of all walls facing a public street be comprised of certain materials because while they are not listed within the list provided in section 90-433B, the materials are high quality exterior materials, the plan includes architectural details such as integrated decorative metal screens, the building will feature vertical windows as decorative accents in the warehousing portion of the building with all of these enhancements improving the building’s aesthetic quality and the building is set back from the traffic corridors behind well landscaped greenbelts.
7. Corewell Health is conveying an easement in the Corewell Property to the city for a nonmotorized trail that will connect to the trail to the north of the 36th Street Marketplace being developed by the city on the Site 36 property lying north of 36th Street and Corewell Health will construct that trail when it constructs its project on the Corewell Property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council declares that Corewell Health’s planned use and development of the Corewell Property as approved by the Planning Commission at its meeting of February 20, 2024, meets the requirements of the 2021 Development Contract and, if anyone later claims that Corewell Health’s uses of the Corewell Property and planned development of the property approved by the Planning Commission fail to comply with any requirement(s) of the 2021 Development Contract, the City waives those requirements for development of the Corewell Property in accordance with the uses and plans approved by the Planning Commission.
2. For the reasons stated in the recitals above, the requirements of City Code section 90-433B are waived for this project with the uses and development plans approved by the Planning Commission.
3. The City gratefully and appreciatively accepts the Nonmotorized Trail Easement from Corewell Health to be conveyed in the form included with this agenda item.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:
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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Planning Commission Meeting Minutes
Easement

Resolution No. _____

STAFF REPORT

Date: February 21, 2024
Subject: Approval of Corewell Health development plan and acceptance of trail easement
From: Nicole Hofert, Director of Community & Economic Development
Scott Smith, City Attorney
Meeting Date: March 4, 2024

RECOMMENDATION:

Approve Resolution Approving Corewell Health Plans for and Use of Its Property on Site 36 and Gratefully Accepting a Nonmotorized Trail Easement.

COMMUNITY, SAFETY, STEWARDSHIP:

Redevelopment and reuse of Site 36 has been a city goal since closure of the former GM Metal Stamping Plant in 2009. This will restore jobs to and attractively redevelop the 36th Street frontage of the site in a manner that will complement the 36th Street Marketplace the city will be building and operating on the property across 36th Street.

DISCUSSION:

At its meeting on Tuesday, February 20, 2024, the Planning Commission unanimously approved and recommended City Council approval of the site plan for the Corewell project on the northern 40 acres of the portion of Site 36 lying south of 36th Street SW. Under the zoning ordinance provision applicable to this site, City Council approval is required. In addition, under the 2021 Site 36 Development Contract between the city, the Wyoming Brownfield Redevelopment Authority (WBRA), and Franklin Site 36, LLC (the entity that purchased the 75-acre parcel lying south of 36th Street from the WBRA), there are stated development requirements and Corewell seeks assurances from the city and WBRA that its development meets those requirements.

In addition, Corewell is constructing and donating to the city a nonmotorized trail along its landscaped Buchanan Ave setback along with a 30-foot-wide easement. The proposed resolution provides site plan approval, assurances conditions are met, and accepts the easement.

The WBRA board will also be considering a resolution regarding compliance with the 2021 Site 36 Development Agreement.

Project Details

The project is proposed to be a 296,515 square foot consolidated service center that will provide space for Corewell's supply chain offices, document and mail services, and 36,000 square foot shell space. In addition, a dedicated parking area will be provided for lab courier fleet vehicles. This area will include EV charging stations. The project is expected to bring 240 new jobs to Wyoming.

The new development was designed in coordination with the City and is aesthetically consistent and compatible with the marketplace located at 301 36th Street SW and adjacent and surrounding properties. The development includes high-quality materials and architectural details such as decorative metal screens integrated into the design. Additionally, the building will feature vertical windows as decorative accents in the warehousing portion of the building. The building is significantly set back from the traffic corridors and is located behind well landscaped greenbelts.

Corewell is not seeking any tax increment funds and is donating an easement within its extensive landscaped setback along Buchanan Avenue for a nonmotorized trail. Corewell will construct the path at no cost to the city.

The Corewell development will be an aesthetically pleasing redevelopment of the northern 40 acres of this brownfield site, nicely transitioning from expected industrial development of the southern 35 acres to the 36th Street Marketplace and Godwin High School facilities lying north of 36th Street.

The nonmotorized trail will provide neighborhood connectivity to the Marketplace, Godwin High School, and the trail along the northern edge of the Marketplace property. Franklin Site 36 LLC has assured us the trail will continue along the length of the Site 36 Buchanan Avenue right-of-way and, discussions with a possible buyer of that frontage indicate that buyer will construct that trail segment without cost to the city.

BUDGET IMPACT:

This resolution will not require use of any city funds.

A motion was made by Zapata, supported by Randall to grant site plan approval at 3751 Reserve Drive, subject to conditions 1 through 15.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5

Request for site plan approval at 300 36th St SW (Section 24) (Corewell Health)

Hofert explained the property is 40 acres and is located on the south side of 36th St SW, west of Buchanan Avenue. The address is 300 36th ST SW.

This site is zoned I-2 and was a former auto plant property.

Hofert said that the project is proposed to be a 296,515 square foot consolidated service center that will provide space for Corewell Health's supply chain offices, document and mail services, and 36,000 square foot shell space. In addition, a dedicated parking area will be provided for lab courier fleet vehicles. This area will include EV charging stations.

As part of the project, Corewell Health will be developing a non-motorized path along the east edge of the property to provide neighborhood residents a direct path to the City's new marketplace located at 301 36th St SW.

Hofert shared the following staff comments:

Site 36 is a 75-acre former auto plant site. The plant opened in 1936 and GM closed operations in 2009. The city worked with RACER Trust to clean-up the property for redevelopment. The site has a restrictive covenant due to the former auto plant use.

- Environmental- As noted above, the site contains a restrictive covenant. The restrictive covenant restricts certain uses on the site and requires a Vapor Intrusion (VI) system. Corewell is working with EGLE on the approvals for the VI system and other required components.
- Section 90-433B Auto Plant Property Redevelopment – Section 90-433B provides specific requirements for the redevelopment of auto plant properties. A summary of the applicable standards is outlined below:
 - Section 90-433B(6) Architectural/design standards.
 - *The development, redevelopment or improvement of any building(s) located on an auto plant property shall use an architectural style that*

reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.

- The new development was designed in coordination with the City and is aesthetically consistent and compatible with the market place located at 301 36th Street SW and adjacent and surrounding properties. This requirement is met.
- *Buildings of up to 60 feet in height shall be permitted.*
 - The proposed building is 45' tall and meets this requirement.
- *All walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged.*
 - Section 90-433B(10)(c) permits for a waiver to be granted if “There are architectural features or design standards incorporated into a proposed development plan that differ from the requirements of this section but that generally achieve the objectives of this section.” Staff is recommending the waiver be granted based on the high-quality materials and architectural details such as decorative metal screens integrated into the design. Additionally, the building will feature vertical windows as decorative accents in the warehousing portion of the building. This is a unique feature that will enhance the building’s appearance. These enhancements improve the overall aesthetic of the building and meet the objective of this section. Additionally, the building is significantly set back from the traffic corridors and is located behind well landscaped greenbelts.
- Section 90-433B(7) Landscaping standards.
 - *A 25-foot-wide minimum greenbelt, landscaped with trees and plantings compatible with surrounding properties, shall be provided along public streets currently abutting or running through an auto plant property.*
 - This condition has been met. The development includes 61 trees (25 along 36th ST SW; 36 along Buchanan Ave) where only 52 are required. The greenbelts along both corridors are greater than 25’ wide.
 - *A 15-foot-wide minimum landscaped greenbelt shall be provided along all internal streets in accordance with Section 90-328 of this zoning code.*

- Trees are currently proposed at the entry of the shared access drive.
 - Detailed Engineering Site Plan Comments:
 - See attached memo from City Engineering Office.

Hofert explained the findings of facts shown below:

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site plan review in conformance with the following applicable standards as follows is required:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 296,515 square foot building. The building is set roughly 200' feet back from 36th St SW (when 25' is required) and more than 350' back from Buchanan Ave. (when 25' is required).

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. The building sits significantly further off the street frontages than required. A landscaping plan includes enhanced landscaping areas with berms located adjacent to Buchanan Avenue.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

The site is a former auto plant property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include significant green areas with landscaping.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Adequate drainage and stormwater management has been provided at the site. The site contains an “Infiltration Management Area” this is a requirement of EGLE and the restrictive covenant on site. The site currently is approximately 38.29 acres impervious surface area and post development will contain 23.14 acres impervious area, a reduction of 15.15 acres.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

Adequate ingress and egress are provided. The property has three access points: one entry-only drive off of 36th ST SW for truck access; one primary access at the new light on 36th ST SW; and one on the east off Buchanan that is shared with the future developments to the south. A shared access agreement will be in place for the shared drive off Buchanan Avenue.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Appropriate circulation and emergency vehicle access are provided.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
The circulation pattern is sufficient for access. A new shared drive will be constructed south of the parcel to provide access to Buchanan Avenue and future development on the south.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

The site provides reasonable pedestrian circulation with a new non-motorized path being constructed along the east edge of the property. A new pedestrian crossing will also be constructed near Coolidge St SW to connect to exiting trail network.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City's Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The proposed development can be served by public services and utilities. A storm water easement will be provided to the City for new storm sewer for future developments on the south side of the site.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site development standards will be met.

Hofert said the Development Review Team recommends the Planning Commission grant site plan approval with a waiver for section 90-433B and recommend the same to City Council, subject to conditions 1-4 show below:

- 1.) Site plan approval is contingent upon finalizing the site plan/plat to satisfy all comments (General, Detailed, and Stormwater comments) required by the City of Wyoming Engineering Department.
- 2.) The segment of watermain considered "public" shall be minimized to the necessary length required to create a looped system from 36th Street to Buchanan Avenue. Other

segments off the “public” watermain, necessary to provide adequate fire protection, shall be considered “private fire lines”.

- 3.) Roof access will need to be approved by Fire Department.
- 4.) Must meet all fire codes through full building plan review.

Sarah Vanderwood, VP of Operations for Corewell Health, 2900 72nd Ave, Zeeland, Michigan said Corewell is very excited to work with the City of Wyoming on this project. The project, which is a consolidated service center will support the entire state of Michigan for Corewell Health.

A motion was made by Hall, supported by VanDuren to grant site plan approval at 300 36th St SW, subject to conditions 1-4.

Smart asked what materials were being proposed for the warehouse portion of the building.

Hofert said it was a mix of materials such as brick façade and glazing and gave the word to Rodney VanderZand who confirmed the material is a mixture of glazing metal panel with mixture of bricks. They were using different textures of metal panels.

Randall asked approximately how many employees would be working at the facility and what would the hours of operations be.

Hofert said it was a 3-shift operation with estimated 240 employees including weekends.

Randall gave some comments to the developer of her appreciation of the unmotorized trail and the landscaping.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 6

Request for site plan approval at 923 Barnum St (Section 26) (Scott Tubergen)

Blair said the site is zoned I-1. The site is currently a vacant lot, with no buildings on site.

Blair explained that the applicant, Scott Tubergen, is proposing to construct 2 buildings, one 12,000 square feet in size and the other 10,880 square feet in size. These buildings are being constructed for the purpose of leasing suites within the buildings including supporting offices. The site is proposed to have 31 parking spaces, including ADA compliant spaces. The developer has not secured tenants for the spaces, however some of the permitted uses within I-1 are wholesaling or warehousing, building and construction contractors, distribution centers, laboratories, dry cleaning plants, office type uses, tool and die shops, and a variety of assembly, manufacturing, packaging, or treatment of food or previously prepared materials.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site History

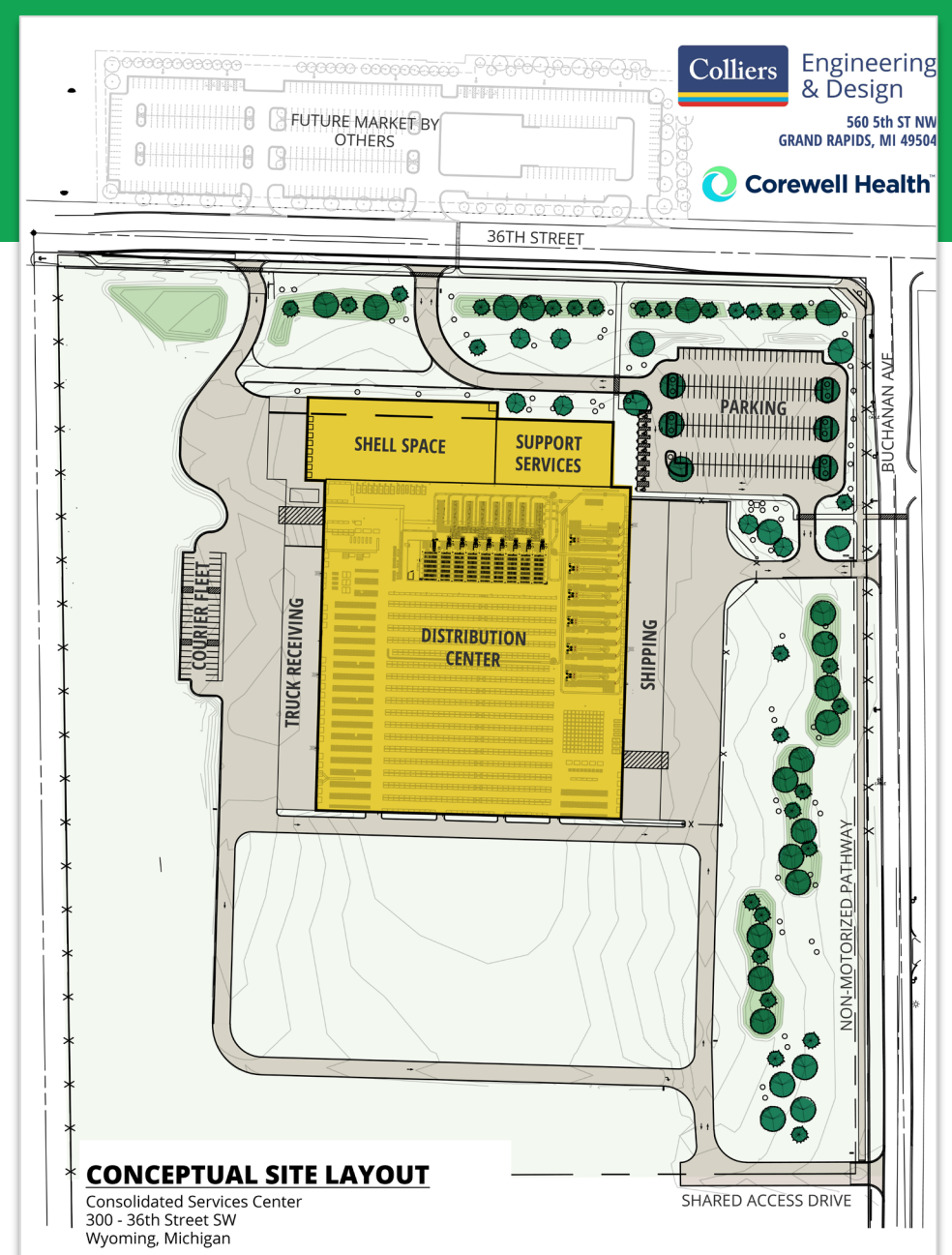
- 75-acre
- Former GM auto plant
- Plant opened in 1936
- Closed in 2009
- RACER Trust
- WBRA takes over property in 2011
- Restrictive Covenant (2017)
- No further action letter (March 2018)



Fisher Body
Gr. Rapids Fab
June 19, 1979

Project Description

- 295,515 sf consolidated services center
 - Supply chain offices
 - Document and mail services
 - 36,000 sf shell space
- Lab courier fleet vehicles
- EV charging stations
- Non-motorized path
- Shared access drive Buchanan Ave
- Traffic signal and alignment on 36th ST SW





Consolidated Services Center

- Supply chain offices
- Document and mail services
- 36,000 sf shell space

Staff Comments



Section 90-433B

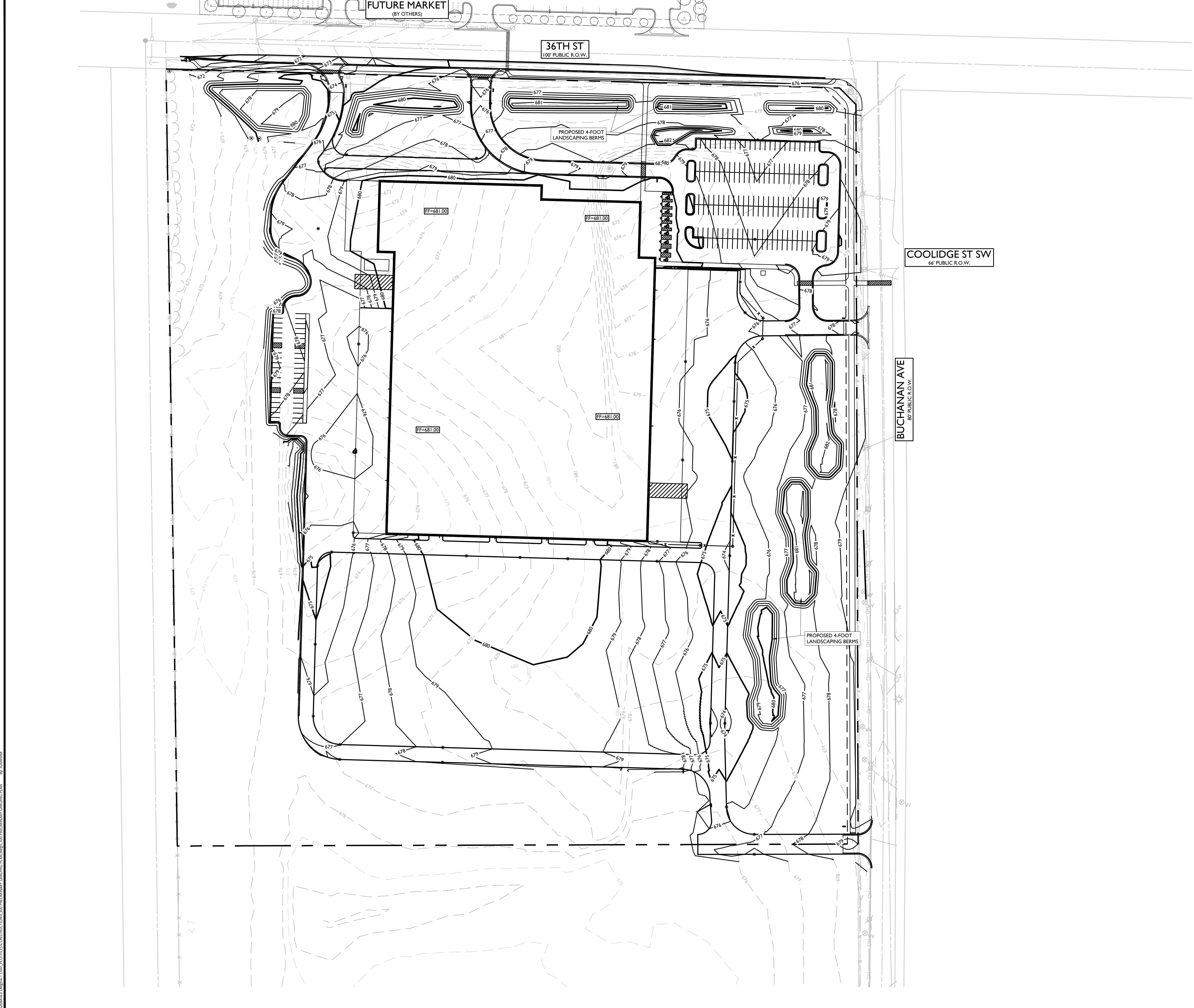
- Varied architectural elements
- Decorative metal screens
- Vertical glazing integration
- Enhanced landscaping

Staff Comments



Staff Comments





GRADING NOTES

- REFER TO EROSION AND SEDIMENT CONTROL PLAN FOR REQUIRED EROSION AND SEDIMENT CONTROL MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE VEGETATION HAS OCCURRED COMPLETELY.
- ALL SILT FENCE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED AT A MINIMUM OF EVERY 3 MONTHS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
- SILT FENCE, JUTE MESH, AND/OR EROSION CONTROL BLANKETS WILL BE USED ON STEEP SLOPES AND WHERE NECESSARY TO CONTROL EROSION AND SILTATION OF EXISTING DRAINAGE SYSTEMS AS ORDERED BY THE ENGINEER OR SPECIFIED ON PLANS.
- THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/FIR FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL. EROSION CONTROL STRUCTURES, TREE PROTECTION AND PRESERVATION THROUGHOUT CONSTRUCTION.
- ALL DISTURBED AREAS SHALL BE PROTECTED FROM EROSION EITHER BY MULCH OR TEMPORARY SEEDING WITHIN 2 WEEKS OF DISTURBANCE.
- ALL SITE GRADING MUST BE PERFORMED TO INSURE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE, THROUGHOUT THE PERIOD OF CONSTRUCTION AND AFTER PROJECT COMPLETION.
- ALL SEDIMENTATION AND SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF SITE GRADING AND MUST CONFORM TO PART 91 OF ACT 451 OF THE PUBLIC ACTS OF 1994 AS AMENDED. ALL APPLICABLE PERMITS SHALL BE OBTAINED BEFORE IMPLEMENTING THESE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION AND SOIL EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
- IN GENERAL, EARTHWORK AND PAVEMENT CONSTRUCTION SHOULD BE PERFORMED IN ACCORDANCE WITH THE LATEST MIDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.
- REMOVE ANY EXISTING TOPSOIL, ORGANIC SOILS, UNSUITABLE FILL, VEGETATION, TREES AND OTHER DELETERIOUS MATERIALS TO EXPOSE THE SUBGRADE SOIL. TREE ROOTS SHOULD BE COMPLETELY REMOVED.
- EXCAVATE TO THE DEPTH OF THE FINAL SUBGRADE ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED PAVEMENT SYSTEM.
- ON SITE FILL MATERIAL CAN BE USED IF THE SPECIFIED COMPACTION REQUIREMENTS CAN BE ACHIEVED. IF ON SITE MATERIAL IS USED, IT SHOULD BE CLEAN AND FREE OF FROZEN SOIL, ORGANICS, OR OTHER DELETERIOUS MATERIALS.
- THE FINAL SUBGRADE SHOULD BE THOROUGHLY PROOFROLLED USING A LOADED TANDEN AXLE TRUCK UNDER THE OBSERVATION OF GEOTECHNICAL/PAVEMENT ENGINEER. LOOSE OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED SHOULD BE REMOVED AND REPLACED WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS.
- THE AGGREGATE BASE SHOULD BE COMPACTED TO ACHIEVE A MINIMUM OF 95 PERCENT OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY. THE BASE AND SUBGRADE COMPACTION SHOULD EXTEND A MINIMUM OF 12 INCHES BEYOND THE PAVED EDGE OR BACK OF CURB.

GRADING LEGEND:

- 75 —— PROPOSED MAJOR CONTOUR
- - - - 76 - - - - PROPOSED MINOR CONTOUR
- X TC=78.01 PROPOSED TOP OF CURB / BOTTOM OF CURB ELEVATION
- BC=77.51
- X TW/BW=152.50 PROPOSED TOP OF WALL / BOTTOM OF WALL
- X 77.73 PROPOSED SPOT ELEVATION
- X EG=77.73 EXISTING ELEVATION
- X HP=77.73 PROPOSED HIGH POINT ELEVATION
- X TG=77.73 PROPOSED TOP OF GRATE ELEVATION
- X FF=77.73 FINISHED FLOOR ELEVATION
- 2.5% PROPOSED SLOPE
- - - - 72 - - - - EXISTING CONTOUR
- - - - RIDGE LINE

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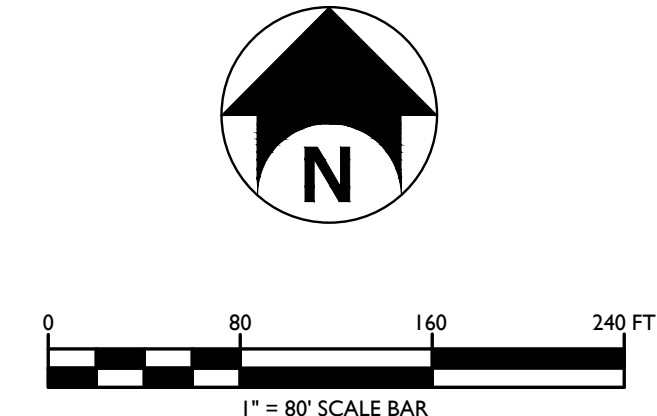
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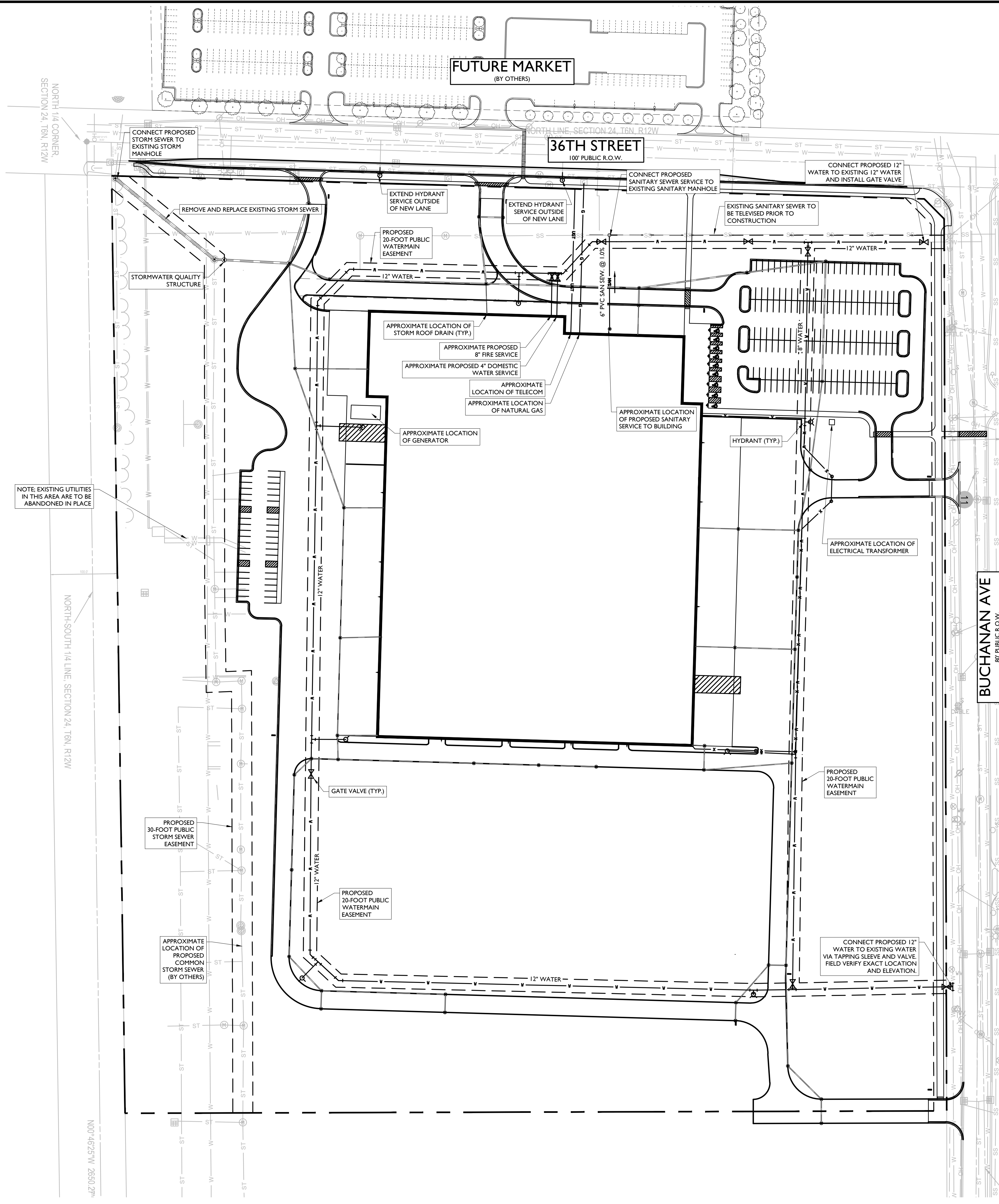
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PROJECT NUMBER: 23013268	DRAWING NAME: C300 PRELIMINARY GRADING PLAN		
SHEET TITLE: PRELIMINARY GRADING PLAN			
SHEET NUMBER: C300			



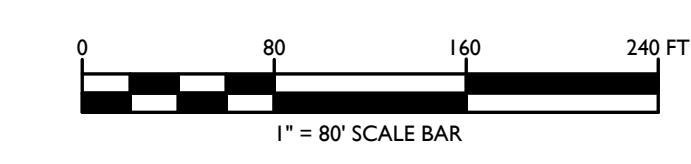
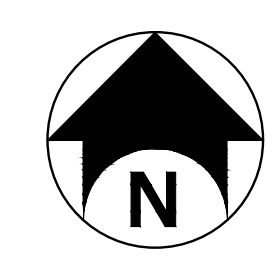
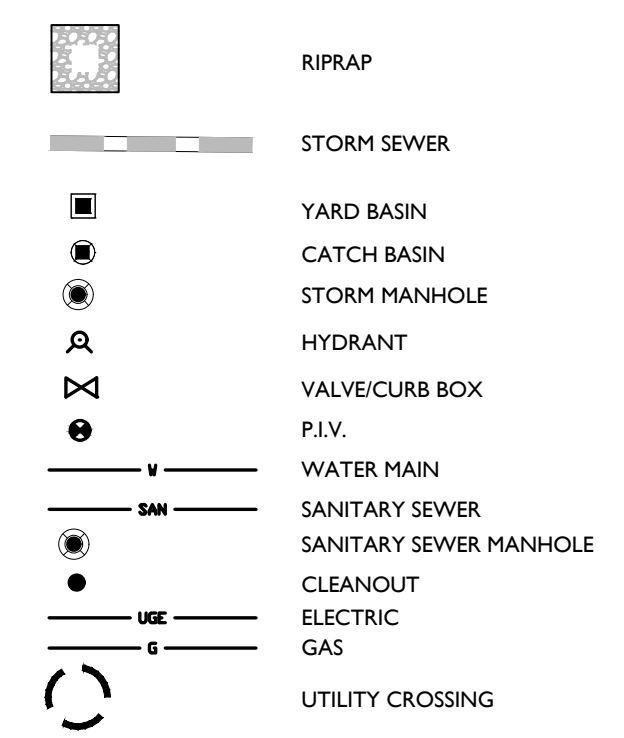
01236844.DWG, COLLIERS ENGINEERING & DESIGN, PRELIMINARY GRADING PLAN, SHEET C300 PRELIMINARY GRADING PLAN, BY: BERGMANN



UTILITY NOTES:

- ALL WORKMANSHIP, MATERIALS, AND CONSTRUCTION PRACTICES SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WYOMING OR THE AGENCY HAVING JURISDICTION OVER THE APPLICABLE UTILITY.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
- ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
- CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATERLINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SOON AS THE CONFLICT IS DISCOVERED.
- TOPS OF EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINISHED GRADE.
- EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE CONSTRUCTION REQUIREMENTS OF THE UTILITY OWNERS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES; AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION AND ELEVATIONS OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER, LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
- THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PIPE SIZES AND INVERTS ELEVATIONS BEFORE ORDERING MANHOLE AND CATCH BASIN STRUCTURES.
- ALL UTILITIES BELOW PAVED AREAS SHALL BE BACKFILLED WITH 100% GRANULAR MATERIAL (OR APPROVED OTHER) AND COMPACTED TO 95% OF ITS MAXIMUM UNIT WEIGHT.
- ALL RIM ELEVATIONS IN OUTLAWN AREAS ARE APPROXIMATE ONLY AND SHALL BE ADJUSTED BY THE CONTRACTOR AFTER FINAL GRADES ARE ESTABLISHED.

UTILITY LEGEND:



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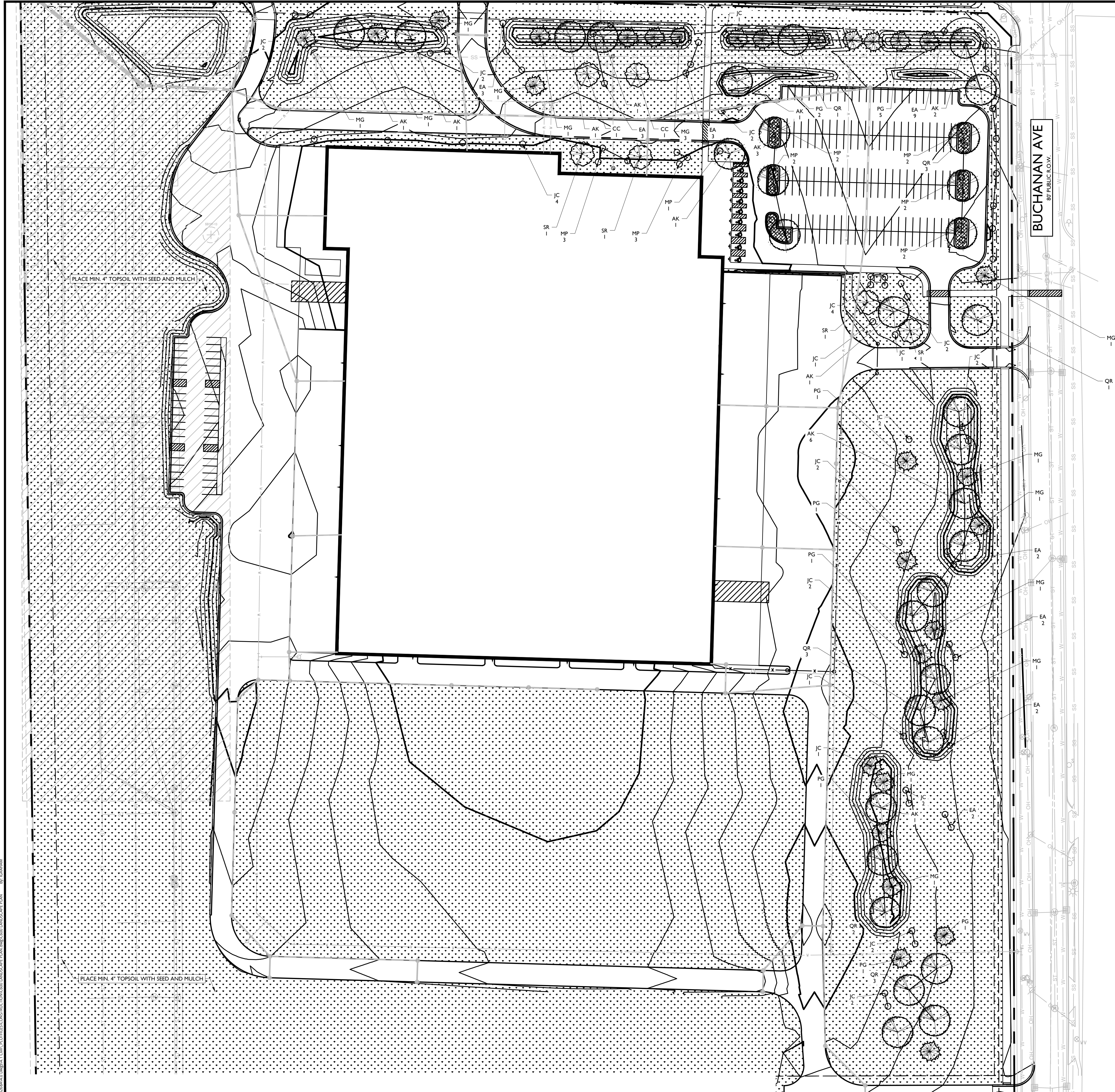
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PROJECT NUMBER: 23013268	DRAWING NAME: C400 PRELIMINARY OVERALL UTILITY PLAN		

SHEET TITLE:
PRELIMINARY UTILITY PLAN

SHEET NUMBER:
C400

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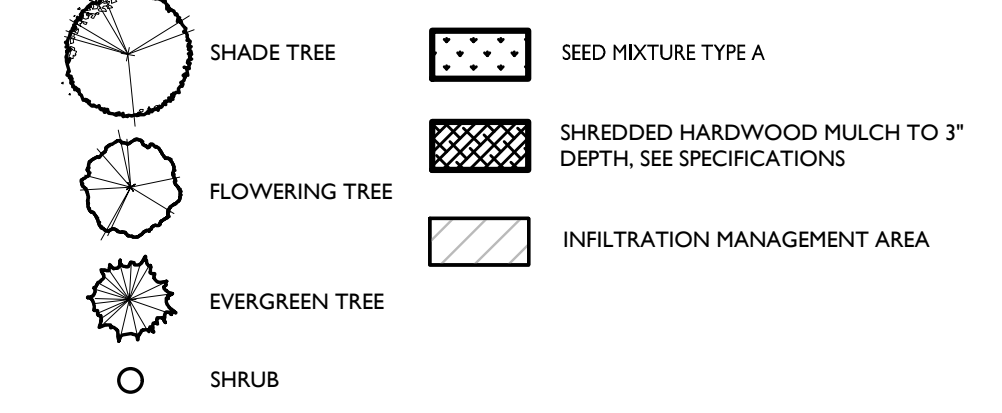
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LANDSCAPING NOTES:

- ALL PLANTS MUST BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", ANSI Z60.1 (LATEST EDITION), REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL PLANTS MUST BE HARDY UNDER CLIMATE CONDITIONS THAT EXIST AT THE PROJECT SITE AND GROWN AT A NURSERY AT THE SAME HARDINESS ZONE AS THE PROJECT LOCATION.
- NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL TREES MUST BE STRAIGHT TRUNKED, INJURY FREE, AND FULL HEADED.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
- ANY DISCREPANCY WITH QUANTITIES, LOCATIONS AND / OR FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- MULCH ALL ISLANDS AND PLANTINGS IN LAWN AREAS WITH SHREDDED HARDWOOD MULCH TO A MINIMUM DEPTH OF THREE (3) INCHES UNLESS OTHERWISE DIRECTED.
- ANY PLANT WHICH DIES, TURNS BROWN, OR DEFLOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY AND SIZE MEETING ALL PLANT LIST SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANT MATERIALS (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, AND REMOVAL OF STAKES AND GLYS) AND LAWN AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.
- THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR, BEGINNING ON THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE THE END OF THE GUARANTEE PERIOD.
- ALL AREAS DISTURBED BY UTILITY INSTALLATION AND SITE GRADING ACTIVITY SHALL RECEIVE APPROVED TOPSOIL (TO A COMPACTED DEPTH OF FOUR (4) INCHES, UNLESS OTHERWISE SPECIFIED BY THE GOVERNING MUNICIPALITY), BE FINE GRADED, SEEDED, MULCHED AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- ALL TOPSOIL SHALL BE SCREENED LOAM SURFACE SOIL, FREE OF STONES AND SHALL HAVE THE FOLLOWING MINIMUM REQUIREMENTS:
 - AN ORGANIC CONTENT OF 6-12%
 - SOIL ACIDITY RANGE OF pH 6.0 TO pH 6.8
 - SOLUBLE SALTS OF 1000 PPM OR LESS
 - MAXIMUM CLAY CONTENT OF 15-20%
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, AT THEIR EXPENSE, A CERTIFIED SOIL TEST ANALYSIS OF ON SITE AND / OR IMPORTED TOPSOIL. TOPSOIL ANALYSIS TO INCLUDE THE FOLLOWING DATA:
 - pH FACTOR
 - MECHANICAL ANALYSIS, INCLUDING SIEVE ANALYSIS PROVIDING SEPARATE SAND, SILT AND CLAY PERCENTAGES
 - PERCENTAGE OF ORGANIC CONTENT BY WEIGHT
 - NUTRIENT LEVELS INCLUDING NITROGEN, PHOSPHOROUS AND POTASSIUM
- SHOULD TESTS AND ANALYSIS INDICATE THAT SOIL PROPOSED FOR USE IS DEFICIENT IN ANY OF THE ABOVE REQUIREMENTS, A SYSTEM OF AMELIORATING MAY BE PROPOSED FOR APPROVAL. ANY SYSTEM PROPOSED SHALL PROVIDE FOR AN ACIDITY RANGE OF PH 6.0 TO 6.8 INCLUSIVE.
- COMPOST SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:
 - ORGANIC CONTENT OF 35-60% (DRY WEIGHT BASIS)
 - LOOSE AND FRIABLE WITH MOISTURE CONTENT OF 35-60% (WET WEIGHT BASIS)
 - PARTICLE SIZE SHALL BE <1/2 INCH (100% PASSING)
 - SOLUBLE SALTS CONCENTRATION SHALL BE <4.0 MMHOS/CM (DS/M), MAXIMUM
 - pH RANGE OF 6.0-8.5
- PLANTING MIX FOR PLANT PITS SHALL BE COMPOSED OF 2 PARTS IMPORTED OR ON-SITE SCREENED TOPSOIL AND 1 PART COMPOST. THE RATIO OF TOPSOIL TO COMPOST IS SUBJECT TO CHANGE BASED ON THE TESTING RESULTS FOR TOPSOIL.
- LOCATIONS OF EXISTING BURIED UTILITIES SHOWN ON THE PLAN ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITY LINES ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES AND SITE APPURTENANCES, ETC., WHICH OCCURS AS A RESULT OF THE LANDSCAPE INSTALLATION.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL PER DETAILS. ANY DEVIATIONS FROM THE DETAIL MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- UPON FINAL ACCEPTANCE OF THE LANDSCAPE INSTALLATION, THE OWNER WILL ASSUME MAINTENANCE OF THE LANDSCAPED AREAS.
- EXISTING TREES TO REMAIN SHALL BE PROTECTED BY INSTALLING A TEMPORARY FENCE AT THE OUTER LIMITS OF THE TREE CANOPY.

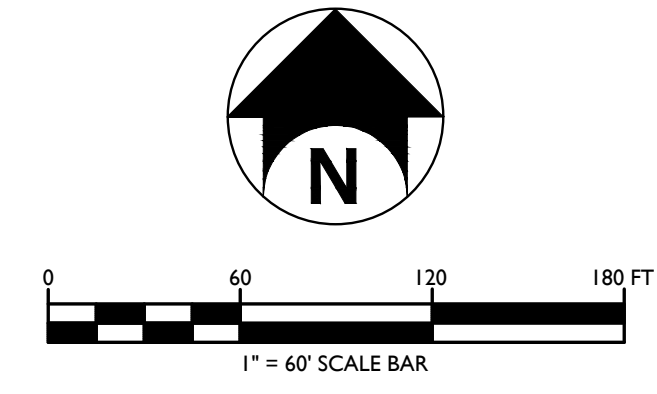
LANDSCAPING LEGEND:



LANDSCAPE PLANT LIST				
KEY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	QUANTITY
SHADE TREE				
AK	KARPICK RED MAPLE	ACER RUBRUM 'KARPICK'	3.0" CAL.	18
QR	RED OAK	QUERUS RUBRA	3.0" CAL.	13
DECIDUOUS/EVERGREEN SHRUBS				
EA	PIPSQUEAK BURNING BUSH	EUONYMUS ALATUS 'PIZZAZ'	24" HT.	18
JC	KALLAY'S COMPACT PRITZER	JUNIPERUS H. 'PLUMOSA COMPACTA YOUNGSTOWN'	24" HT.	48
MP	NORTHERN BAYBERRY	MYRICA PENNSYLVANICA	24" HT.	23
ORNAMENTAL TREE				
SR	IVORY SILK TREE LILAC	SYRINGA RETICULATA 'IVORY SILK'	3.0" CAL.	4
CC	CS CANADENSIS	EASTERN REDBUD	2 1/2" - 3" CAL.	2
EVERGREEN TREE				
MG	MOONGLOW JUNIPER	MONROVIA	6' HT.	13
PG	WHITE SPRUCE	PICEA GLAUCA	6' HT.	17

LANDSCAPING REQUIREMENTS:

- FRONT YARDS AND SECONDARY YARDS:**
- 1 SHADE TREE OF 1.5" CALIBER OR 1 EVERGREEN TREE AT LEAST 6 FEET IN HEIGHT, OR COMBINATION THEREOF FOR EVERY 50 FEET OF STREET FRONTAGE.
 - FRONTAGE ALONG 34TH AVE = 1,219 FT / 50 FT = 25 TREES REQUIRED
 - FRONTAGE ALONG BUCHANAN AVE = 1,338 FT / 50 FT = 27 TREES REQUIRED
 - TREES PROVIDED ALONG 36TH AVE = 25 PROVIDED
 - TREES PROVIDED ALONG BUCHANAN AVE = 36 PROVIDED
 - MINIMUM 10% OF REQUIRED GREENBELT AREA MUST CONTAIN TREES, SHRUBS, EVERGREENS, ETC.
- LARGE PARKING LOTS:**
- FOR EVERY 50 PARKING SPACES, AN INTERIOR LANDSCAPE AREA OF AT LEAST 10 FEET IN WIDTH AND 20 FEET IN LENGTH SHALL BE PROVIDED.
 - LANDSCAPE AREA SHALL CONTAIN AT LEAST 1 SHADE TREE, 2.5" CALIBER.
 - SHRUBS SHALL BE PLACED AT LEAST 3 FEET FROM EDGE OF PAVEMENT.



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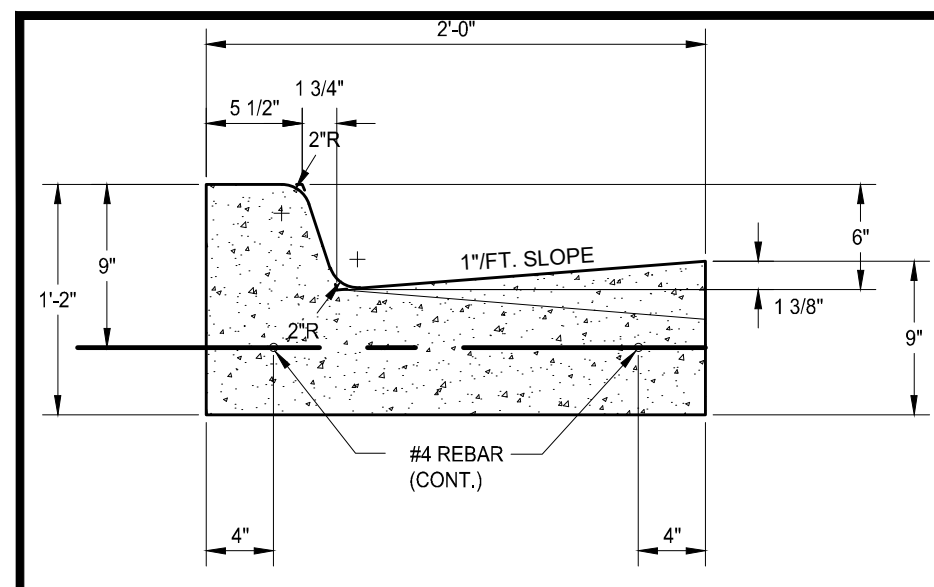
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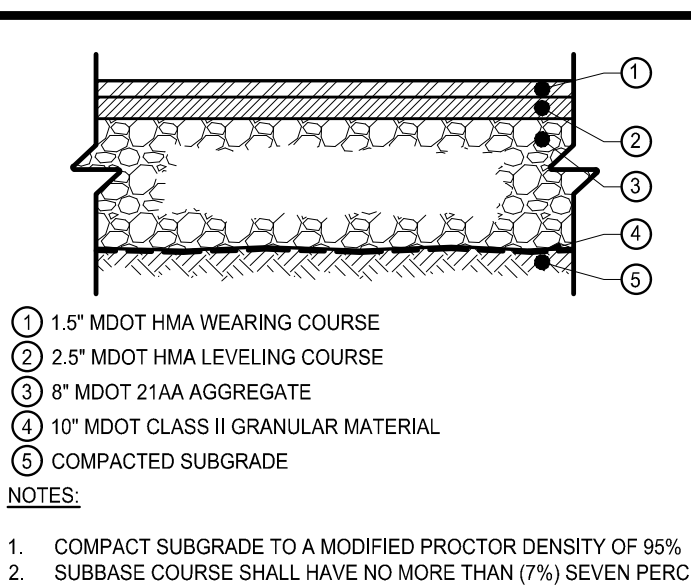
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SHEET TITLE: **LANDSCAPE PLAN**
SHEET NUMBER: **C600**

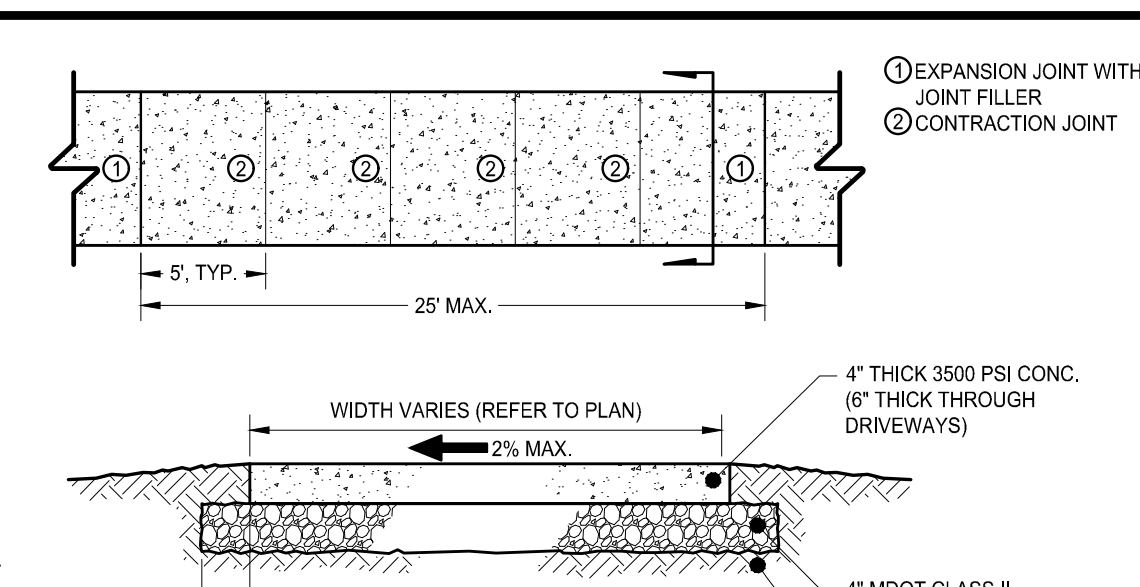
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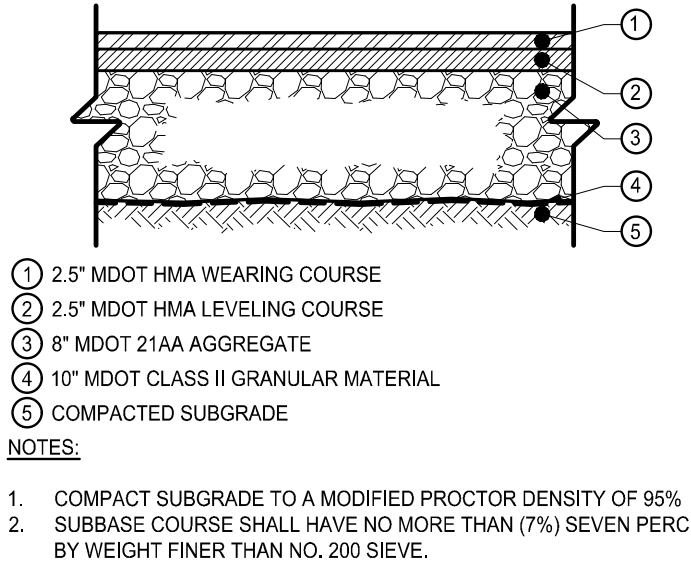
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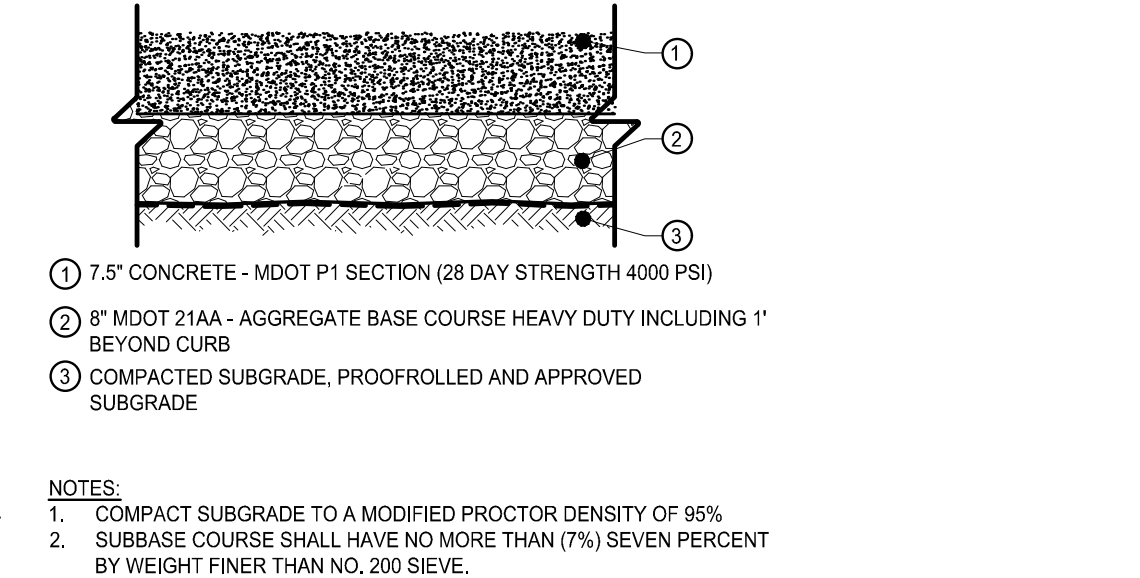
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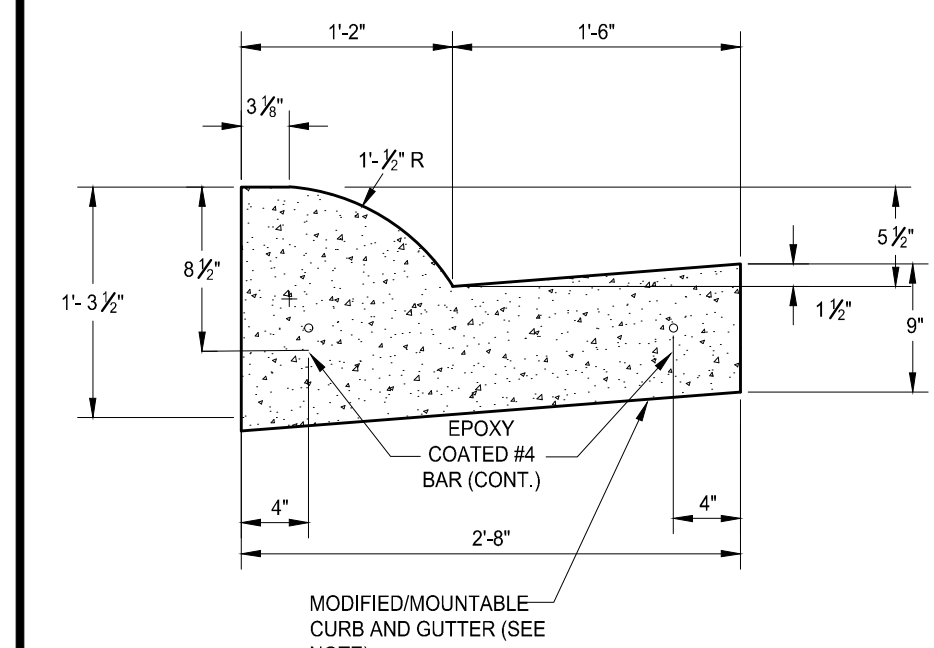
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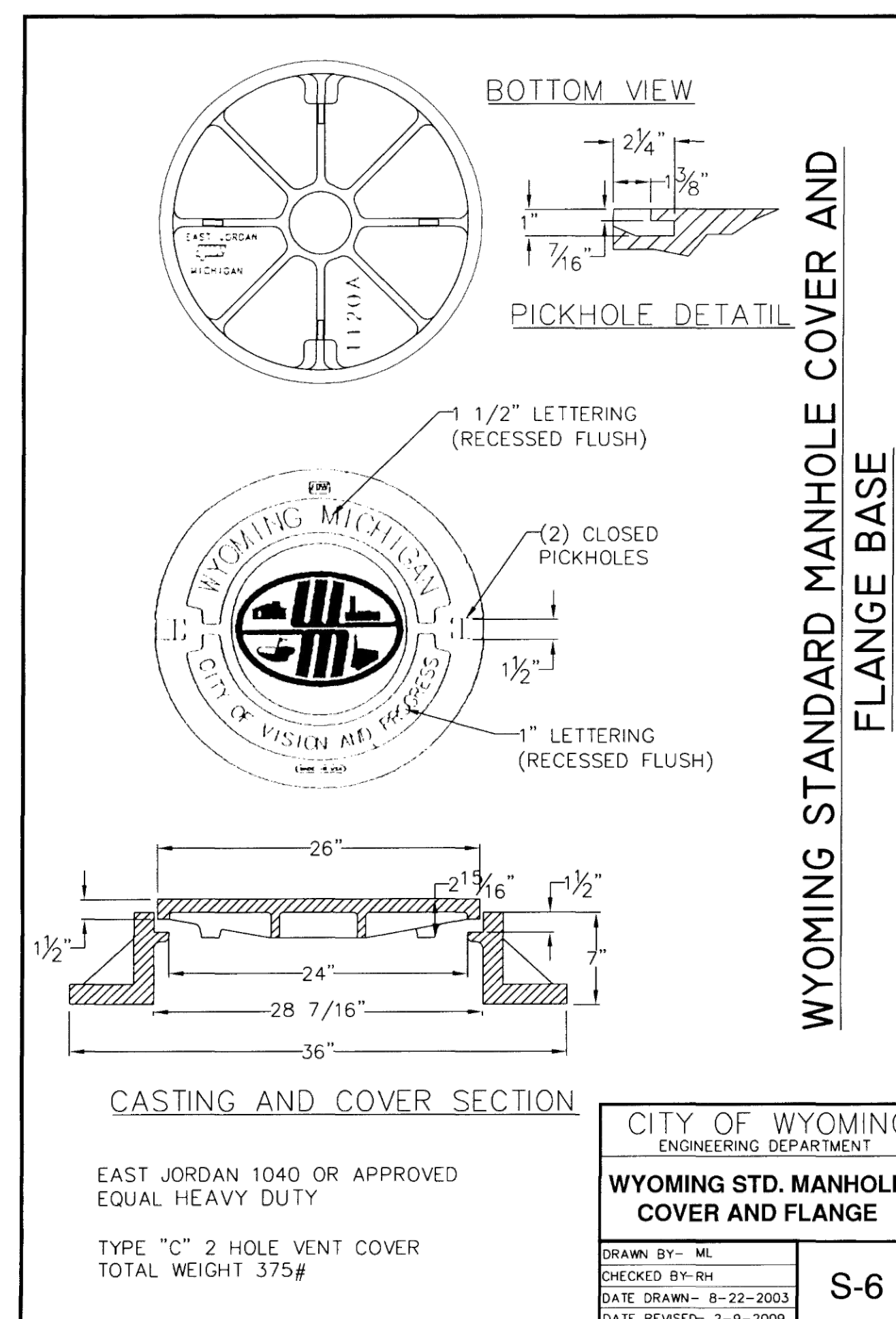
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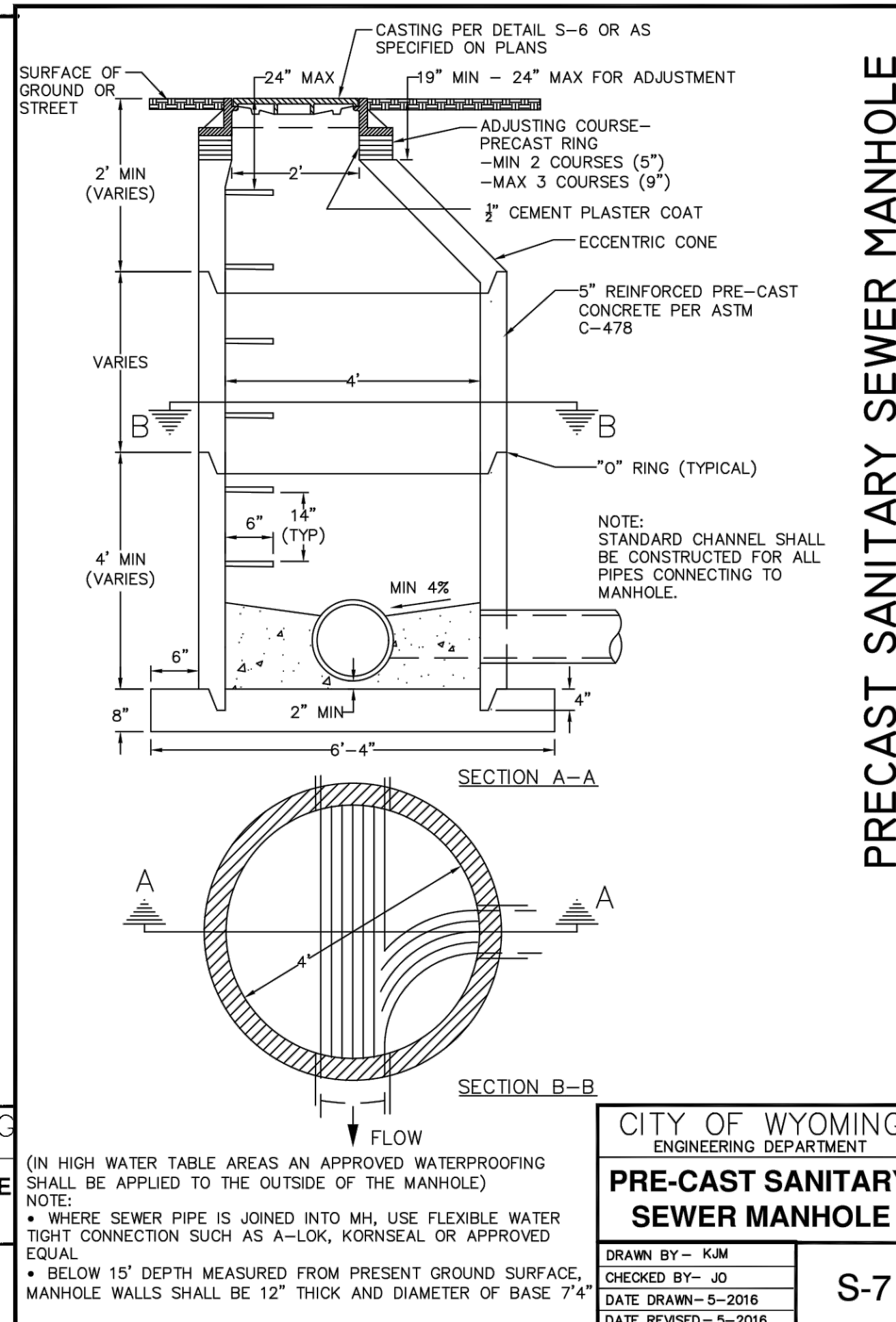
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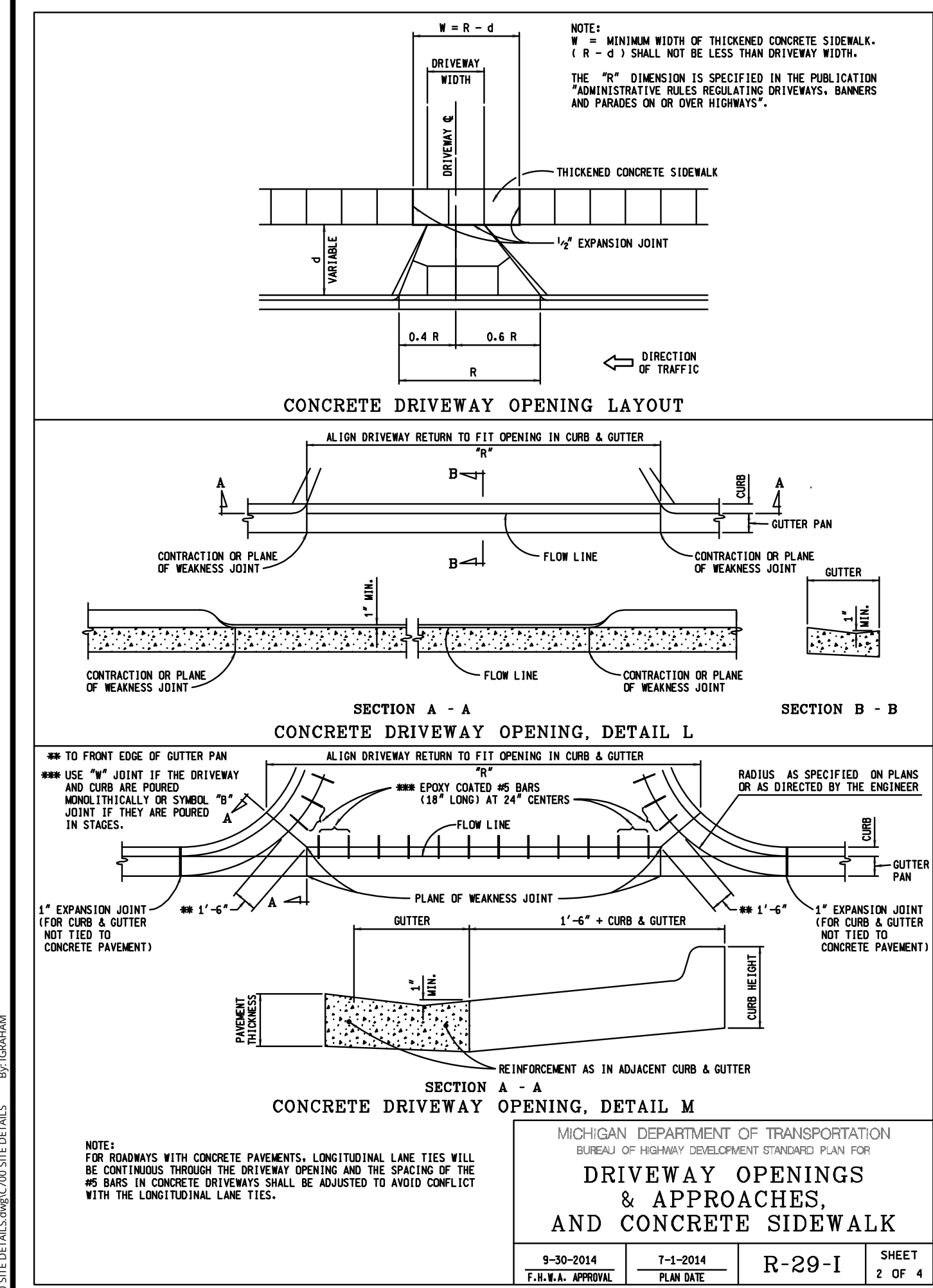
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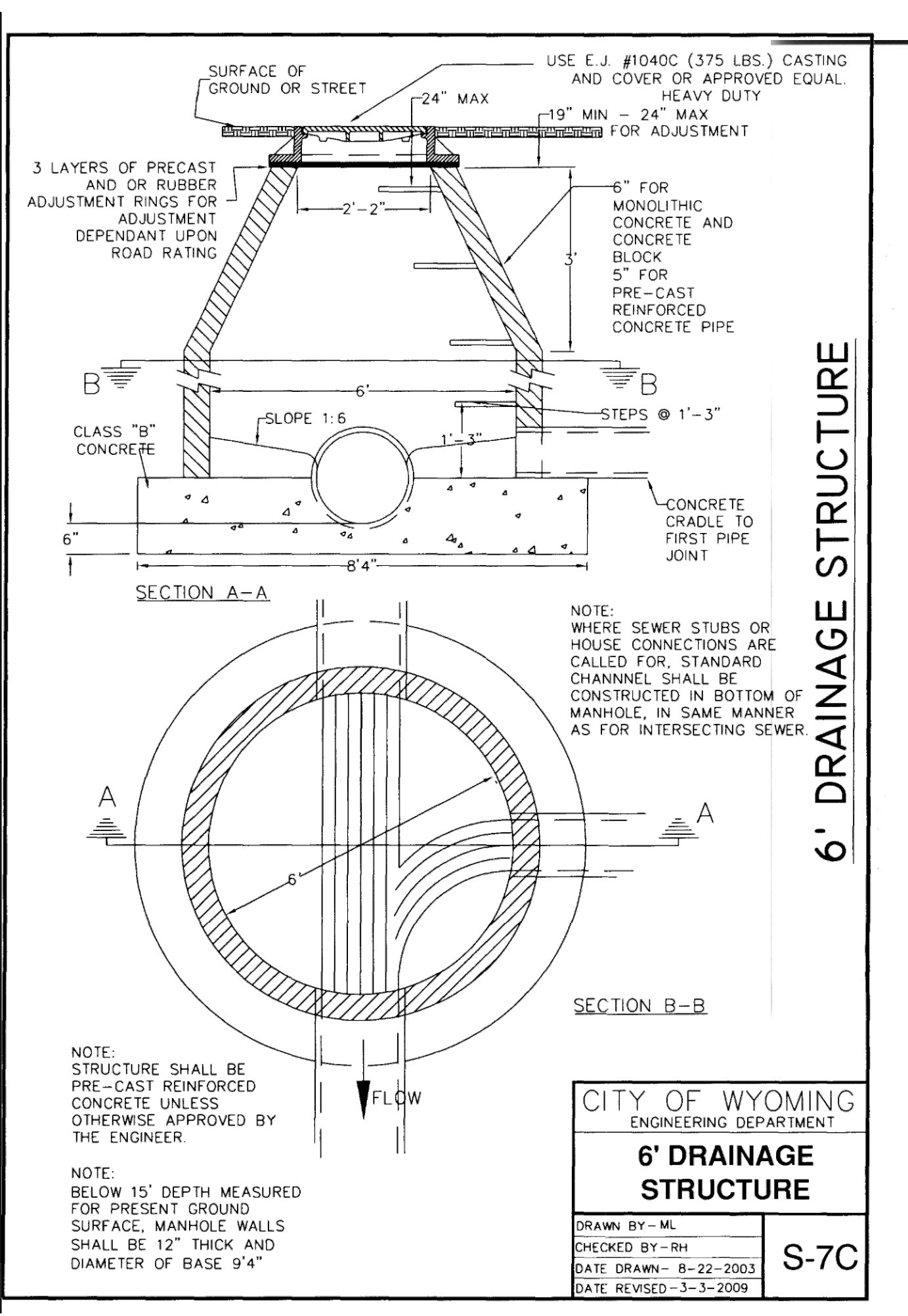
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WYOMING STD. MANHOLE
COVER AND FLANGE**
S-6



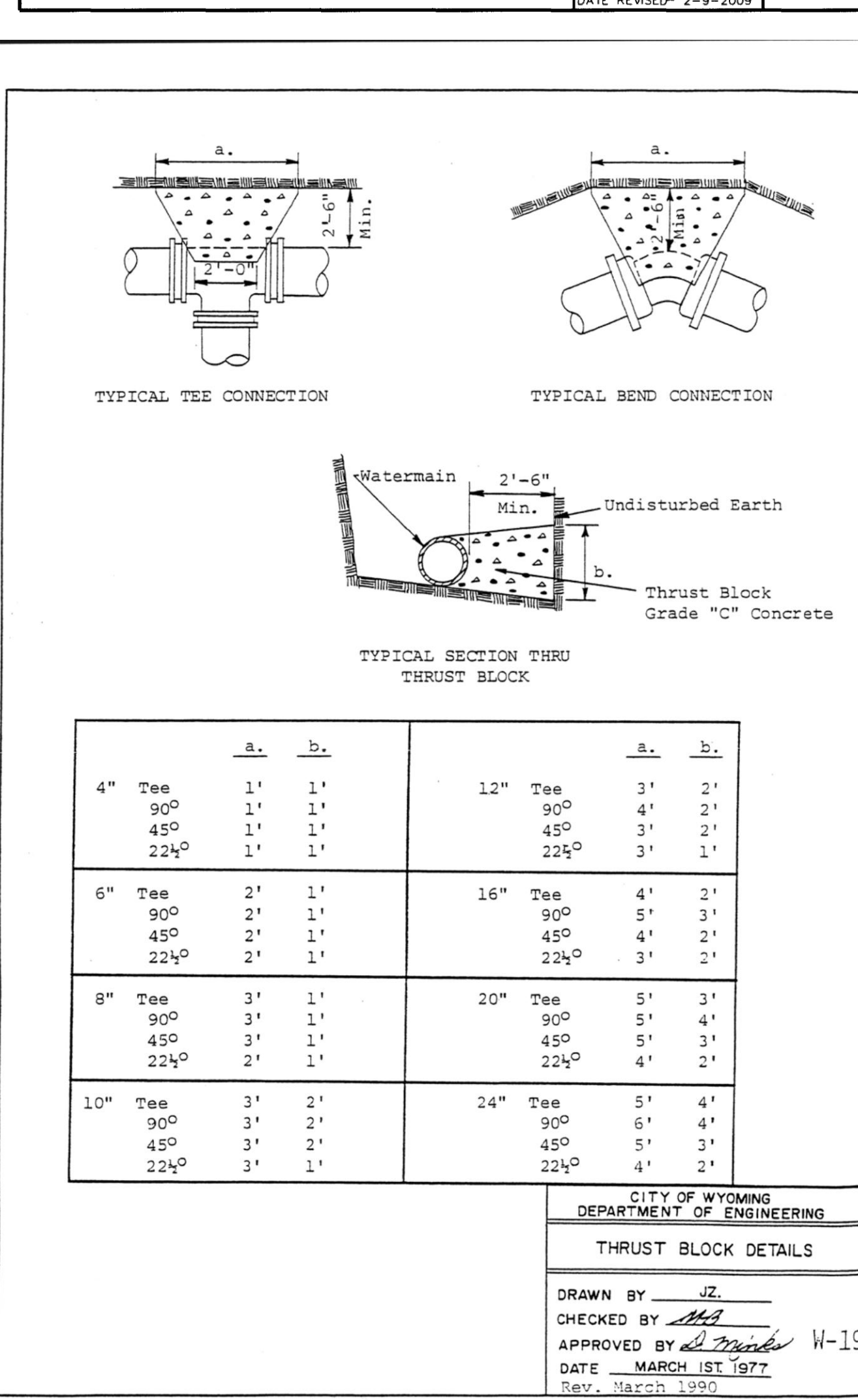
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PRE-CAST SANITARY
SEWER MANHOLE**
S-7



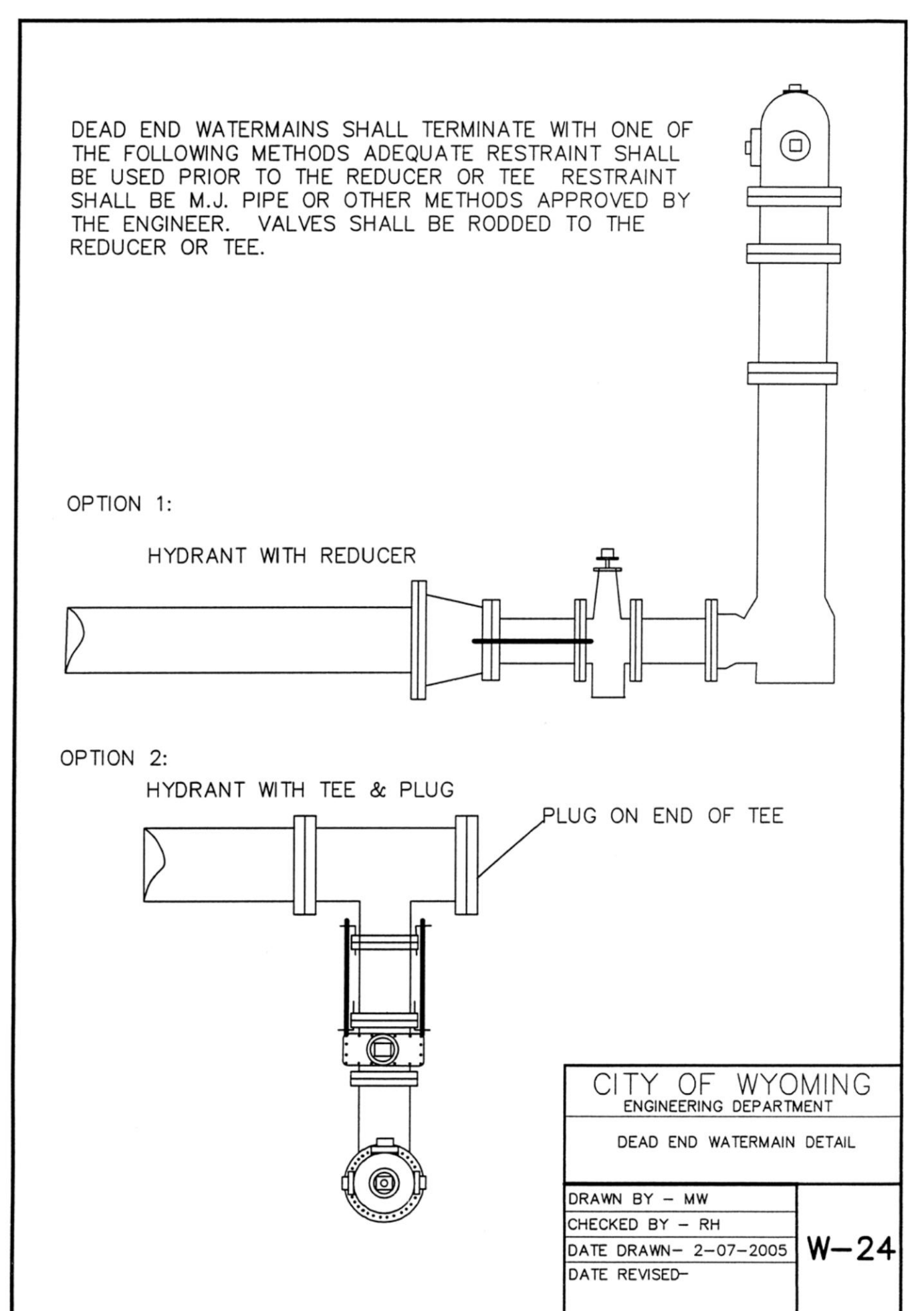
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BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR
DRIVEWAY OPENINGS
& APPROACHES,
AND CONCRETE SIDEWALK**
9-30-2014 7-1-2014 R-29-I SHEET 2 OF 4



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STRUCTURE**
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APPROVED BY: [Signature] W-19
DATE: MARCH 1ST 1977
REV. MARCH 1990



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DEAD END WATERMAIN DETAIL**
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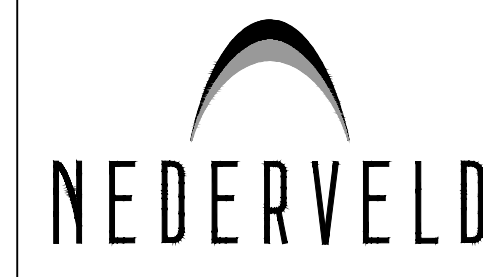
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Todd Hendricks
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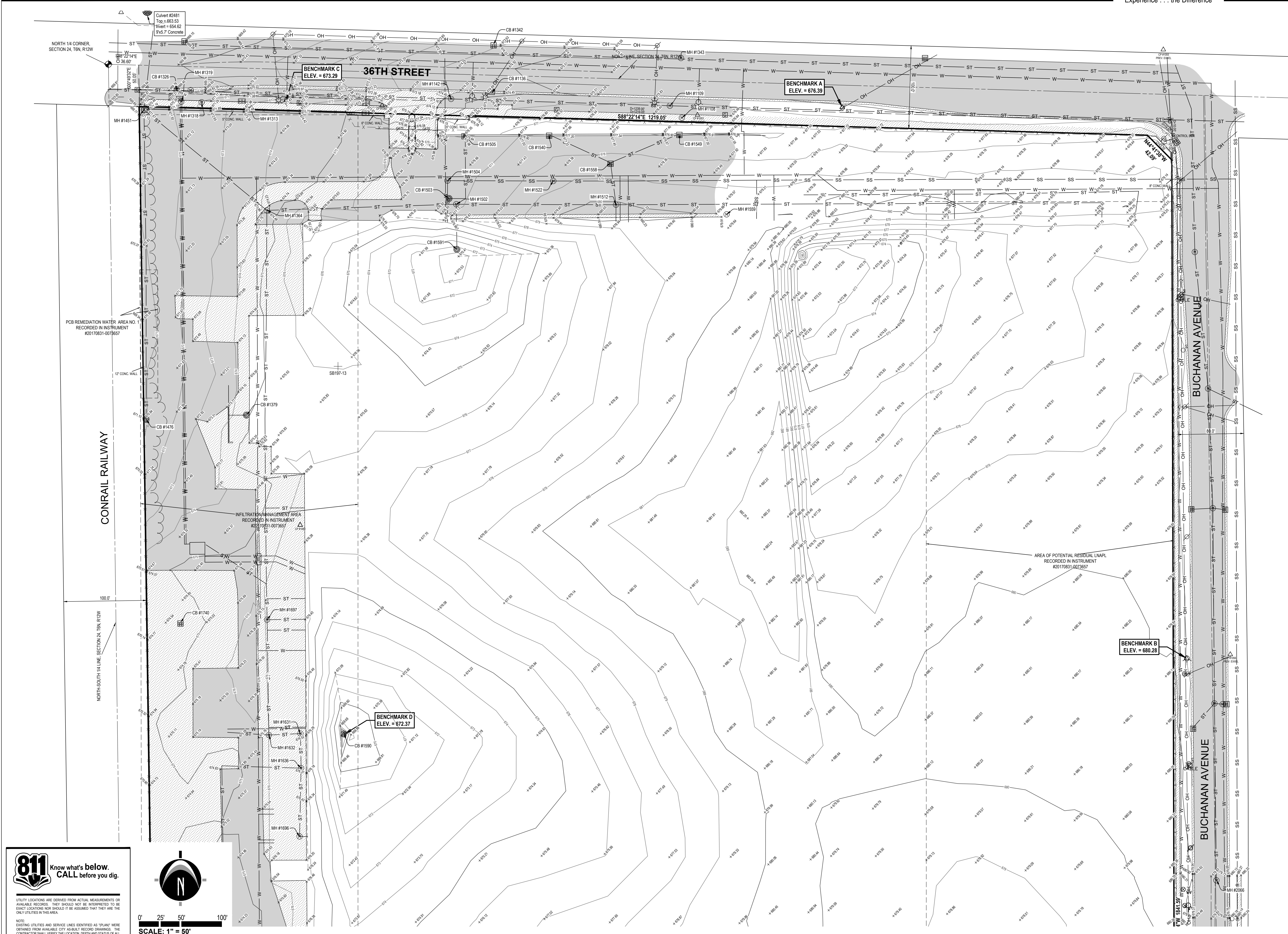
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Drawn: ED Date: 03.25.22

REVISIONS:
Rev: Additional Topo Drawn: ED Date: 05.06.22
Rev: Additional Topo Drawn: ED Date: 06.11.22
Rev: Additional utility measure downs Drawn: ED Date: 08.09.22

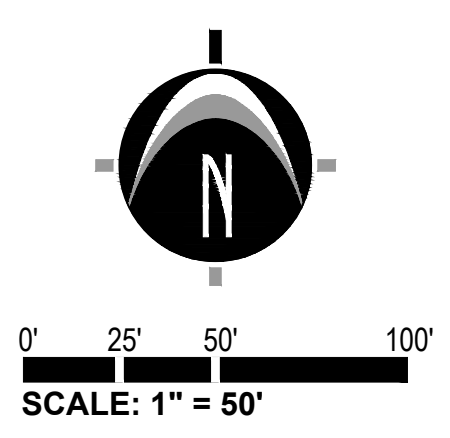
Franklin Site 36, LLC
Topographic Survey
300 36th Street SW
PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:
DRAFT

PROJECT NO:
22400178
SHEET NO:
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SHEET: 1 OF 3



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NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



SEE SHEET 2

PREPARED FOR:
 Rhoades McKee PC
 Todd Hendricks

55 Campau Avenue NW
 Suite 300
 Grand Rapids, MI 49503

CREATED:
 Drawn: ED Date: 03.25.22

REVISIONS:

Rev: Additional Topo	Date: 05.06.22
Drawn: ED	
Rev: Additional Topo	Date: 06.11.22
Drawn: ED	
Rev: Additional utility measure downs	Date: 08.09.22
Drawn: ED	

Franklin Site 36, LLC
Topographic Survey
 300 36th Street SW
 PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

DRAFT

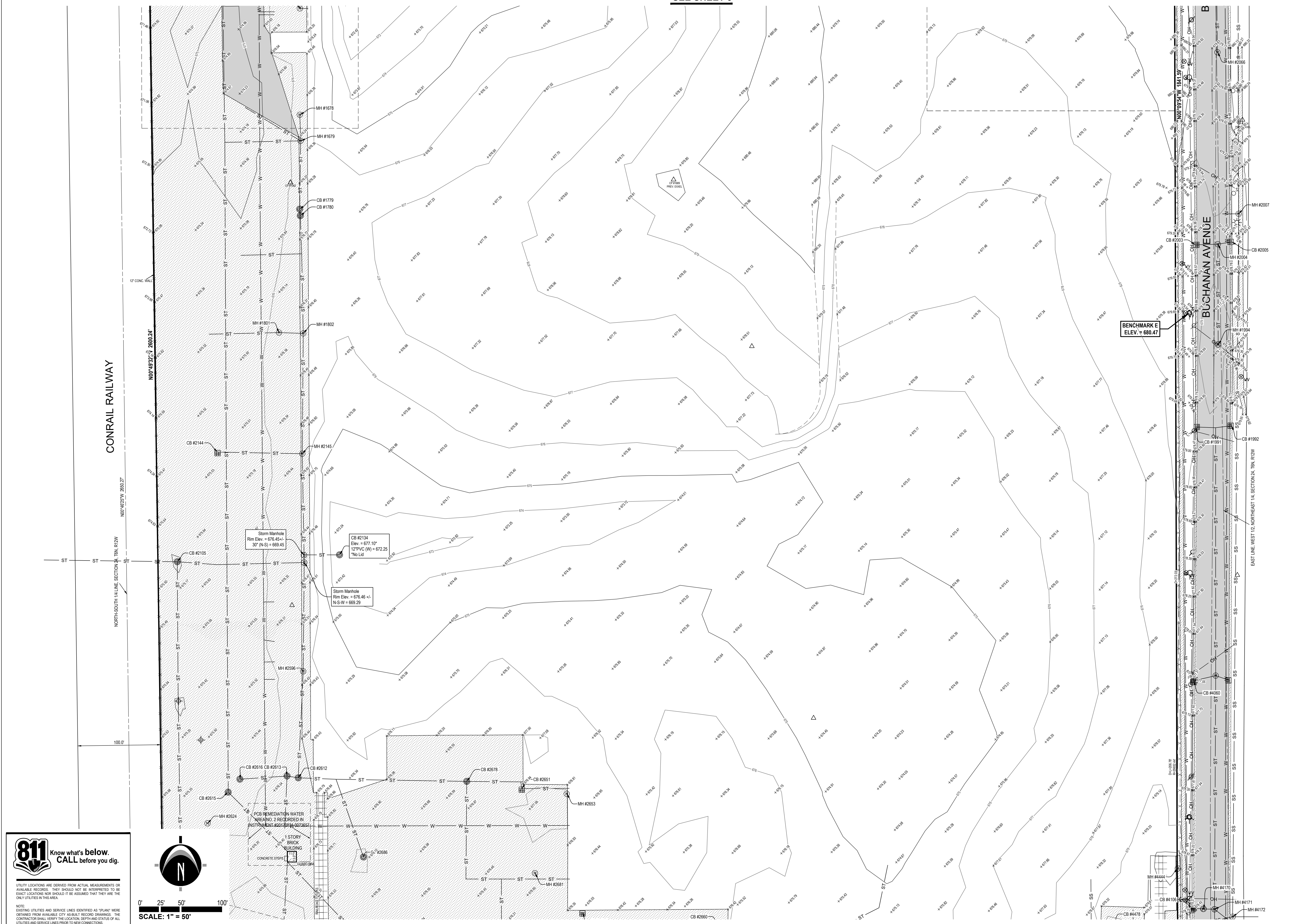
PROJECT NO:
 22400178

SHEET NO:
TO.3

SHEET: 2 OF 3

SEE SHEET 3

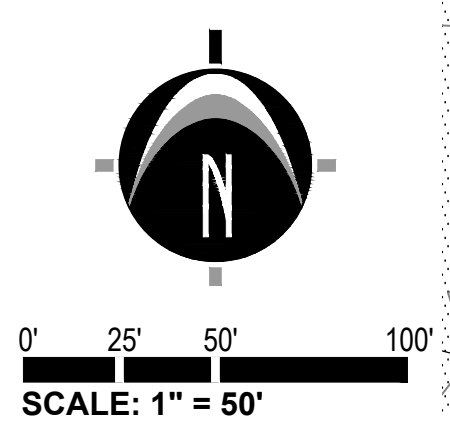
SEE SHEET 3



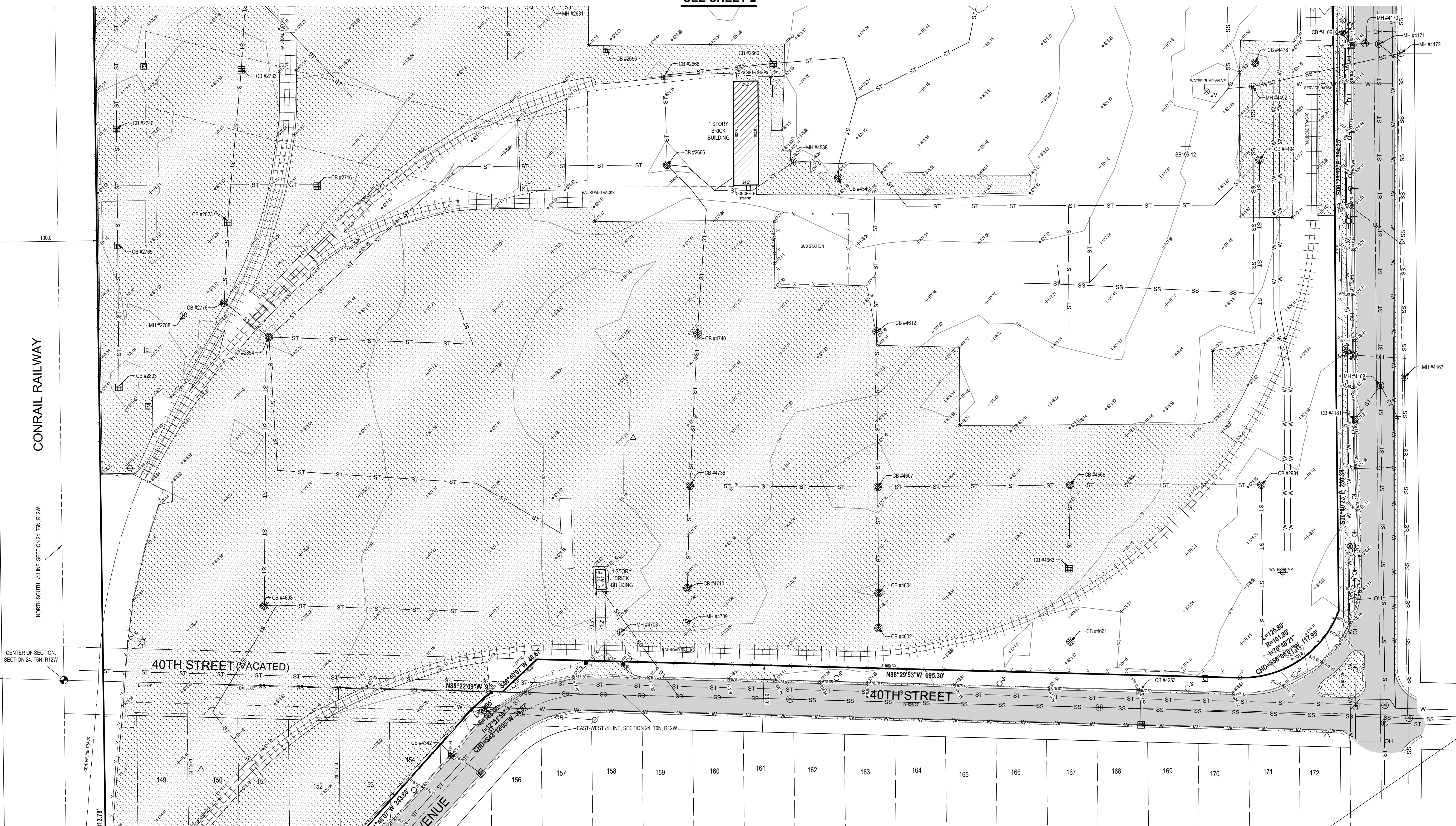
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SEE SHEET 2



CONRAIL RAILWAY
NORTH/SOUTH 1/4 LINE, SECTION 24, T6N, R12W
CENTER OF SECTION, SECTION 24, T6N, R12W

Parcel # 41-17-24-503.004
Address: 391 14th Street SW
City of Wyoming, Kent County, Michigan
& C/O Netherland Southern Railroad

LEGEND

- Benchmark / Control Point
- Catch Basin - Round
- Catch Basin - Square
- Cable Riser
- Gas Riser
- Guy Anchor
- Hand Hole
- Hydrant
- Iron - Set
- Iron - Found
- Light Pole
- Manhole
- Post
- Section Corner
- Sign
- Utility Pole
- Underground Cable Marker
- Underground Gas Marker
- Water Valve
- Overhead Utility
- Sanitary
- Storm
- Watermain
- Fence
- Tree
- Asphalt
- Concrete

BENCHMARKS

BENCHMARK C ELEV. = 673.29
Southwest flange bolt on hydrant, located ±151' West of the centreline of North entrance gate ±46' East of SBC manhole.

BENCHMARK D ELEV. = 672.37
Catch Basin lid between the words "Jordan Iron", located ±45' East of top of bank and ±766' South of the Southerly back of curb of 36th Street.

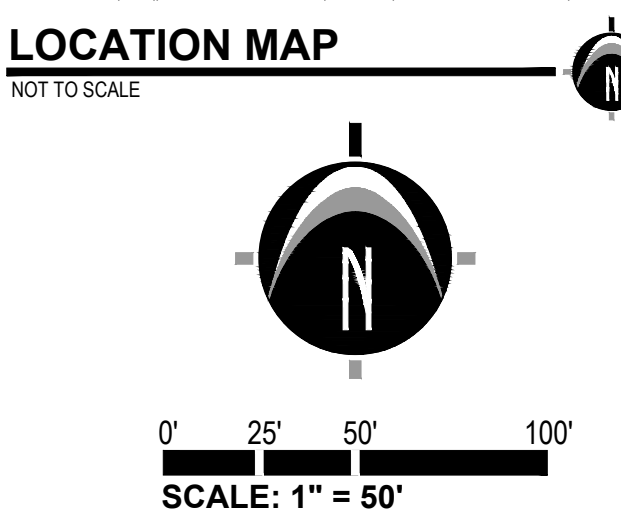
BENCHMARK E ELEV. = 680.47
Northwest flange bolt on hydrant located ±30' West of the centreline of Buchanan and ±16' North of a power pole.

STRUCTURE INFORMATION

Elect. MH #1108 Rim Elev. = 676.45 Bottom = 667.44 Water = 669.95	Storm MH #1109 2' Structure Rim Elev. = 676.11 36" Conc. (W) = 665.77 36" Conc. (E) = 665.79	Storm MH #1142 2' Structure Rim Elev. = 674.55 36" Conc. (E) = 664.65 36" Conc. (W) = 662.73	Storm MH #1364 2' Structure Rim Elev. = 674.36 36" Conc. (E) = 661.54 36" Conc. (S) = 661.55	Storm MH #1451 3' Structure Rim Elev. = 671.69 48" RCP (N) = 659.55 36" Conc. (SE) = 661.58 15" Conc. (S) = 666.09 8" Clay (S) = 663.58	Storm MH #1502 2' Structure Rim Elev. = 676.76 30" RCP (E) = 669.23 12" Clay (S) = 669.14 36" Conc. (W) = 669.07	Catch Basin #1503 2' Structure Rim Elev. = 676.45 Bottom = 673.57	Sanitary MH #1504 2' Structure Rim Elev. = 676.59 8" Clay (E) = 672.88 8" Clay (S) = 667.00	Catch Basin #1505 2' Structure Rim Elev. = 680.12 8" Conc. (N) = 670.77 30" RCP (E) = 669.94 8" Conc. (S) = 671.91 30" RCP (W) = 669.88	Sanitary MH #1522 2' Structure Rim Elev. = 678.63 8" Clay (E) = 666.70 8" Clay (W) = 666.72	Catch Basin #1540 2' Structure Rim Elev. = 677.02 8" Conc. (SE) = 672.39	Catch Basin #1549 2' Structure Rim Elev. = 676.73 8" Conc. (E) = 672.28 8" Conc. (SW) = 672.27	Catch Basin #1558 2' Structure Rim Elev. = 676.50 36" X 36" Box (E-W) = 666.50 Top of Box = 669.50 15" (S) = 669.17	Storm MH #1632** 2' Structure Rim Elev. = 676.04 No access	Storm MH #1636*** 2' Structure Rim Elev. = 676.30 15" (N) = 670.97 12" (W) = 671.30 10" (S) = 670.97	Storm MH #1678*** 2' Structure Rim Elev. = 676.22 12" (S) = 671.22	Storm MH #1679*** 2' Structure Rim Elev. = 676.29 12" (N) = 669.83 18" (S) = 669.83	Storm MH #1696*** 2' Structure Rim Elev. = 678.31 8" Conc. (NW) = 672.13 8" Conc. (S) = 671.47 8" Conc. (E) = 672.18	Storm MH #1697*** 2' Structure Rim Elev. = 676.49	Catch Basin #1740*** 4' Structure Rim Elev. = 674.32 E (not visible) Water = 669.49	Catch Basin #1779*** 4' Structure Rim Elev. = 676.46 18" (NS) = 670.29 ±	Catch Basin #1780*** 4' Structure Rim Elev. = 676.37 36" (W) = 665.95 36" (E) plugged 18" (N) = 669.29 ±	Storm MH #1801*** 4' Structure Rim Elev. = 676.28 24" (N) = 669.88 15" (W) = 669.88	Storm MH #1802*** 4' Structure Rim Elev. = 676.42 30" (S) = 669.88 24" (N) = 669.88 15" (W) = 669.88	Catch Basin #1801*** 4' Structure Rim Elev. = 675.41 No visible pipe Water = 671.04	Storm MH #2145*** 4' Structure Rim Elev. = 676.50 30" (N-S) = 669.83 12" CPP (S) = 672.40 12" CPP (S) = 672.35 12" CPP (E) = 672.35 (W) not visible	Catch Basin #2981 4' Structure Rim Elev. = 678.39 12" CPP (W) = 674.11 (S) not visible Bottom Str. = 671.67 Water = 676.61	Sanitary MH #4172 4' Structure Rim Elev. = 678.75 24" Metal (N) = 662.37 12" (N-S) = 667.61 15" (E-W) = 670.45	Sanitary MH #4492 4' Structure Rim Elev. = 678.93 8" Clay (S) = 668.71	Catch Basin #4601 2' Structure Rim Elev. = 678.36 12" CPP (N) = 673.77	Catch Basin #4607 4' Structure Rim Elev. = 677.77 15" CPP (W) = 672.23 12" CPP (S) = 672.40 12" CPP (E) = 672.35 (W) not visible
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NOTES

*** Measure downs provided by R. Berends on 08/09/2022



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Grand Rapids, MI 49503
Phone: 616.575.5190

ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Rhoades McKee PC
Todd Hendricks

55 Campau Avenue NW
Suite 300
Grand Rapids, MI 49503

CREATED:
Drawn: ED Date: 03.25.22

REVISIONS:

Rev: Additional Topo	Drawn: ED	Date: 05.06.22
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Franklin Site 36, LLC

Topographic Survey
300 36th Street SW
PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
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STAMP:

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PROJECT NO:
22400178

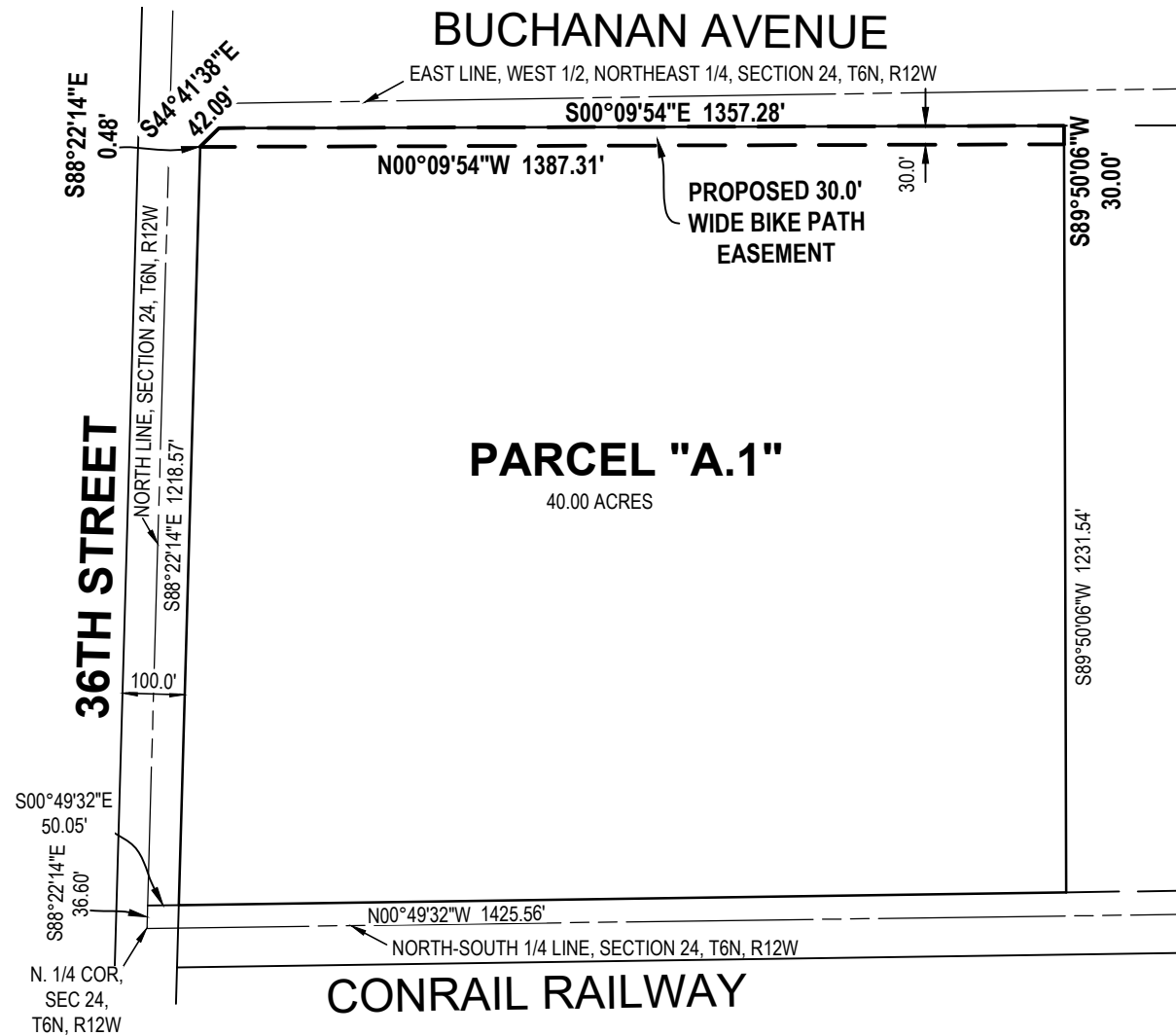
SHEET NO:
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SHEET: 3 OF 3

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EXHIBIT "A"



This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

DESCRIPTION

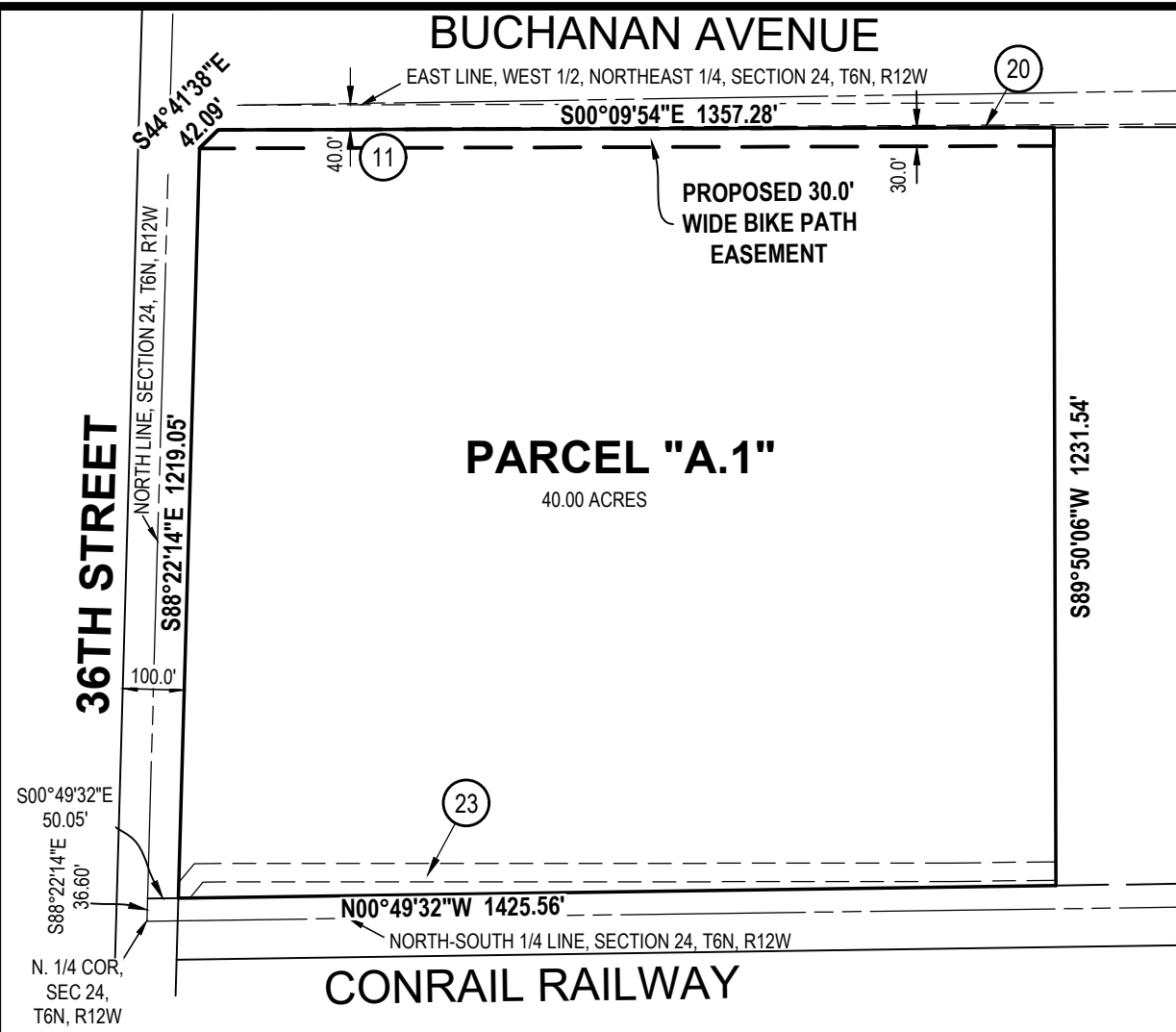
A 30 foot wide easement for a bike path described as: Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan: Commencing at the North 1/4 corner of said Section; thence S88°22'14"E 36.60 feet along the North line of said Section; thence S00°49'32"E 50.05 feet along the Easterly line of Conrail Railway Right-of-Way to the Southerly Right-of-Way line of 36th Street; thence S88°22'14"E 1218.57 feet along said Southerly line to the Point of Beginning; thence continuing S88°22'14"E 0.48 feet; thence S44°41'38"E 42.09 feet; thence S00°09'54"E 1357.28 feet along the Westerly Right-of-Way line of Buchanan Avenue; thence S89°50'06"W 30.00 feet; thence N00°09'54"W 1387.31 feet to the Point of Beginning.

SCALE: 1" = 300'



Spectrum Health Planning & Development MC116 Andrew Aulgur 100 Michigan Street NE MC 116 Grand Rapids, MI 49503		
300 36th St SW		
DRAWN BY: DS	DATE: 2/19/2024	PRJ #: 24400167DSC
REV. BY:	REV. DATE:	
REV.:		1 OF 1

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SCHEDULE B - SECTION II NOTES

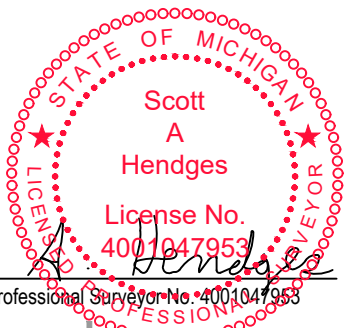
- 11 Terms, conditions and provisions which are recited in Release of Right of Way recorded in Liber 733, Page 534. **The easement described in this document is shown on this survey.**
- 12 Reservation of easement in the vacated 40th Street as evidenced by the instrument recorded May 20, 1969 in Liber 2070, Page 1181. **Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property.**
- 13 Easement granted to Consumers Energy Company recorded in Liber 2305, Page 827. **Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property.**
- 14 Easement granted to Consumers Energy Company recorded in Liber 2306, Page 27. **Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property.**
- 15 Reservation of easement in the vacated Buchanan Avenue as evidenced by the instrument recorded November 21, 1985 in Liber 2477, Page 383. **Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property.**
- 16 Easement granted to Consumers Energy Company recorded in Instrument No. 20070501-0046612. **Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property.**
- 17 Declaration of Restrictive Covenant as recorded in Instrument No. 20170831-0073657. **No survey matters to depict.**
- 20 Right of Way Easement granted to the City of Wyoming as recorded in Instrument No. 202203010017453. **The easement described in this document is shown on this survey.**
- 23 Declaration of Storm Water Drainage Easement as recorded in Instrument No. _____ (to be recorded) **The easement described in this document is shown on this survey**

DESCRIPTION

Parcel "A.1"
 Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S88°22'14"E 36.60 feet along the North line of said Section; thence S00°49'32"E 50.05 feet along the Easterly line of Conrail Railway Right-of-Way to the Southerly Right-of-Way line of 36th Street and Point of Beginning; thence S88°22'14"E 1219.05 feet along said Southerly line; thence S44°41'38"E 42.09 feet; thence S00°09'54"E 1357.28 feet along the Westerly Right-of-Way line of Buchanan Avenue; thence S89°50'06"W 1231.54 feet; thence N00°49'32"W 1425.56 feet along the Easterly line of Conrail Railway Right-of-Way to the Point of Beginning. Contains 40.00 acres. Subject to easements, restrictions and rights-of-way of record.

(Transnation Title Agency, Commitment Number: 424488GRS, Revision 1, dated December 1, 2023)

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.



By: *Scott A. Hendges*
 Scott A. Hendges Licensed Professional Surveyor No. 4001047953

SCALE: 1" = 300'

0' 150' 300'

NORTH

Spectrum Health Planning & Development MC116
 Andrew Aulgur
 100 Michigan Street NE
 MC 116
 Grand Rapids, MI 49503

300 36th Street SW

DRAWN BY: DS	DATE: 2/19/2024	PRJ #: 24400167
REV. BY:	REV. DATE:	1 OF 1
REV.:		

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 Grand Rapids, MI 49503
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NONMOTORIZED TRAIL EASEMENT

Corewell Health, a Michigan nonprofit corporation of 100 Michigan St NE, MC 067, Grand Rapids, MI 49503 (**Grantor**), in exchange for the payment of \$1.00, the adequacy and receipt of which is acknowledged, grants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent, non-exclusive easement in, on, over, and under the real property described and generally depicted on the attached **Exhibit A** (the **Easement Area**) for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, a pedestrian and bicycling trail, including, for example, appurtenant or related lighting, seating, artistic or other aesthetic elements, signage, manholes, power lines, meters, access panels, and switches, subject to the following:

1. Grantor will, without cost to City, initially construct the paved nonmotorized trail improvements within the Easement Area in accordance with plans and specifications approved by City. That work may be undertaken in conjunction with the development of Grantor's project on its property in which the Easement Area is located. When the initial construction of the trail is completed, it shall become City property, subject to the terms and conditions of this Easement.
2. Except as otherwise provided in this Easement, the Easement Area shall be used only for pedestrian, bicycling and other nonmotorized uses. E-bikes and electric wheelchairs and electric skateboards/scooters may be used as defined and to the extent allowed under City's ordinances and trail rules.
3. City and its contractors, subcontractors and other agents may use motor vehicles within the Easement Area as reasonably needed for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, and monitoring the trail and for law enforcement and other public safety purposes.
4. City shall maintain the trail, landscaping, lighting, and other improvements constructed or installed in the Easement Area to the same standard and with the same level of care as City maintains its sidewalks and other trails. Such maintenance shall include, for example and without limitation, (i) snow plowing and removal, (ii) removal of graffiti, and (iii) replacing light bulbs and other components of the lights to keep them in working condition and to address any broken or unsightly components. Grantor has no obligation to maintain or repair the Easement Area or improvements in the Easement Area. Such construction, maintenance, repair or replacement of the trail, lighting and other improvements shall not unreasonably interfere with Grantor's use of the property on which the Easement Area is located. Additionally, except in situations in which immediate work is needed to protect persons or property from imminent risk, City must provide Grantor with reasonable advance written notice of any construction-related work. City shall repair any damage to Grantor's property resulting from the exercise of the rights and obligations set forth herein by the City or City's contractors, agents or employees and Grantor's property, including the Easement Area, shall be restored to the condition existing prior to such damage.
5. City shall perform all work in the Easement Area, without any cost to Grantor, in a good and workmanlike manner in accordance with plans and specifications approved by Grantor in writing. Prior to commencing any work related to the trail, lighting or other improvements, if requested by Grantor, City shall provide Grantor with proof of builder's risk and general liability insurance carried by City or its contractor(s) covering City's construction activities in form and substance reasonably acceptable to Grantor. Grantor shall be named as an additional insured with respect to such general liability insurance. If any construction lien attaches to Grantor's property related to the activities of the City, its contractors, subcontractors and other agents, City shall promptly contest, discharge, or bond over any such lien.
6. City will hold Grantor and Grantor's members, directors, officers, employees, agents and representatives harmless from, indemnify them for, and defend them against demands, claims, lawsuits, or other proceedings for personal injuries or property damage suffered by City, City's officers or employees, City's contractors or other agents, trail users, or any persons occupying or using the Easement Area, except to the extent such injuries or property damage result from the acts of Grantor or Grantor's members, directors, officers, employees, contractors, or other agents.
7. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives. City may assign this Easement to any successor of City or other entity owning the trail and appurtenant or otherwise related components.

8. Grantor reserves to itself and its successors and assigns the right to use the Easement Area for any purpose not inconsistent with City's use as a nonmotorized trail, including the right to install utility, communication, or irrigation lines across the Easement Area or for any other purpose that does not unreasonably interfere with use as a nonmotorized trail. Grantor reserves the right, on prior written notice to City (except in situations in which immediate work is needed to protect persons or property from imminent risk, in which case it may act without such notice) to close the trail for installation or maintenance of utility lines or improvements on its property but only for so long as reasonably necessary to make those improvements. This Easement is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record for the Easement Area as of the date this Easement is recorded. City acknowledges that Grantor may grant other easements to cross the Easement Area so long as such easement does not interfere with City's or the public's use of the Easement.

9. Grantor shall not be obligated to pay additional or increased taxes or assessments on its property as a result of this Easement or the improvements made by City in the Easement Area.

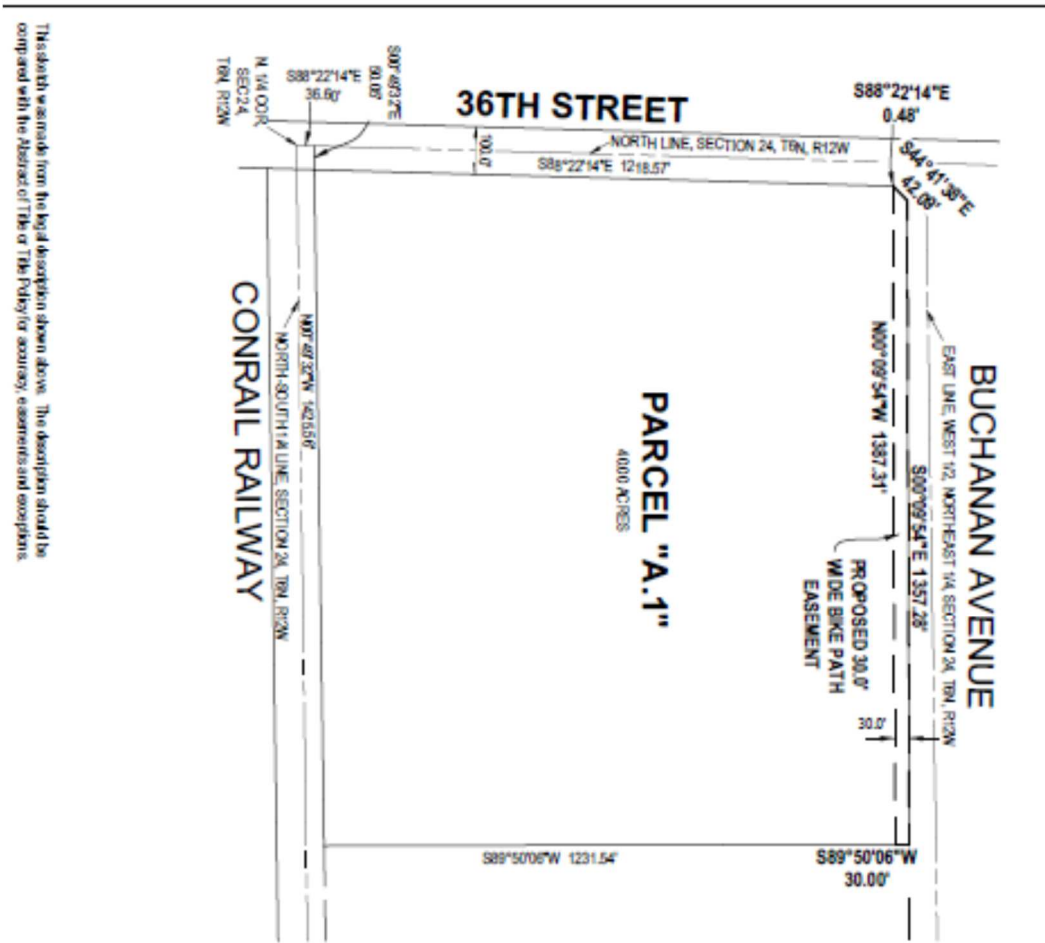
10. This Easement shall run with the land as a perpetual, easement and be binding on Grantor and Grantor's successors, assigns and all owners of the property upon which the Easement Area is located and shall also be binding on the City and its successor and assigns and all owners of the trail and appurtenant or otherwise related components. "Grantor" includes Grantor as identified above and its successors, assigns and all other owners of the property upon which the Easement Area is located.

11. Pursuant to Section 20116 of Part 201 of Public Act 451 of 1994, as amended ("**Act**"), Grantor discloses that the Easement Area is part of a facility as defined under such Act. The City has been provided information regarding the nature and extent of the release rendering the Easement Area a portion of a facility. All activities by City, its contractors, subcontractors, and other agents within the Easement Area must be in compliance with the Act. In addition to Section 5 above, City shall indemnify, defend and hold harmless Grantor from and against any damages or claims arising from the exacerbation of the current environmental condition of the Easement Area as a result of City's exercise of its rights and obligations under this Easement.

<p>COREWELL HEALTH</p> <p>By: _____ _____, _____</p>	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on _____, 2024, by _____, the _____ of Corewell Health.</p> <p style="text-align: right;">_____ _____, Notary Public _____ County, Michigan Acting in Kent County, Michigan My commission expires: _____</p>
--	---

Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).		
<p>Drafted by: Scott G. Smith, City Attorney City of Wyoming 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal Description prepared by: Nederveld 217 Grandville Ave SW, Ste 302 Grand Rapids, MI 49503</p>	<p>When recorded, return to: Kelli A. VandenBerg, City Clerk City of Wyoming 1155 28th St SW Wyoming, MI 49509-0905</p>

EXHIBIT "A"



This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

DESCRIPTION

A 30 foot wide easement for a bike path described as: Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan; Commencing at the North 1/4 corner of said Section; thence $S88^{\circ}22'14"E$ 36.60 feet along the North line of said Section; thence $S00^{\circ}09'54"E$ 90.08 feet along the Easterly line of said Section; thence $S44^{\circ}41'38"E$ 42.09 feet along the Easterly line of Conrail Railway Right-of-Way to the Southerly Right-of-Way line of 36th Street; thence $S88^{\circ}22'14"E$ 1218.57 feet along said Southerly line to the Point of Beginning; thence continuing $S88^{\circ}22'14"E$ 0.48 feet; thence $S44^{\circ}41'38"E$ 42.09 feet; thence $S00^{\circ}09'54"E$ 1387.28 feet along the Westerly Right-of-Way line of Buchanan Avenue; thence $S89^{\circ}50'06"W$ 30.00 feet; thence $N07^{\circ}49'54"W$ 1387.31 feet to the Point of Beginning.

SCALE: 1" = 300'

Surveyor: Heath Planning & Development, INC. 190'

Andrew Saljevic
100 Michigan Street/NE
MC 116
Grand Rapids, MI 49503

300' 300' 8' SW

DATE: 2/15/2024
REV. DATE: 1 OF 1

DR/WR BY: DS
REV. BY: PLS
DATE: 2/15/2024
REV. DATE: 1 OF 1

NEDERVELD
37 Grandville Ave., S.E. 4132
Grand Rapids, MI 49508
Ann Arbor, Chicago, Oklaheka, Holland, Hollandale

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-TENTATIVE APPROVAL
FOR THE PROPOSED RIVERTOWN VALLEY PHASE 7

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 43 residential lots to complement this endeavor.
2. The proposed Rivertown Valley (“The Reserve”) Phase 7 subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at their February 20, 2024 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Tentative Approval for the Rivertown Valley Phase 7 subdivision subject to the following 15 conditions to be met before final approval of this preliminary plat:
 - 1) General Planning Conditions:
 - a. Applicant shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Applicant shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
 - 2) The applicant will work with the City’s Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
 - 3) The applicant will work with the City’s Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
 - 4) Construction plans shall comply with all comments from the Engineering Department.
 - 5) Drainage easements shall be “to the City of Wyoming” only in areas where storm sewer is planned. All overland flow rear yard drainage easements shall be “Private”.
 - 6) Proposed trail easement between lots 270 and 271 shall be relocated to between lots 271 and 272. Ensure connection to existing Springs Apartment Trail. Trail easement shall be minimum of 14 feet wide and of sufficient width to support the construction of a ten-foot-wide (10’) ADA compliant concrete trail.
 - 7) Provide a 30-foot-wide sanitary sewer easement between lots 264 and 265.
 - 8) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey

- information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 9) Provide a fire hydrant at the intersection of Firesteel Court and Danube.
 - 10) Missing sidewalk segments connecting to prior plat phases shall be constructed during plat construction with current phase.
 - 11) Proposed trail segment between lots 271 and 272 shall be constructed with plat construction. Trail shall be a 10-foot-wide concrete ADA compliant concrete trail.
 - 12) Restrictive covenants shall be provided for review of the Engineering Department.
 - 13) Provide a 30-foot-wide easement for sewers 10-15 feet deep.
 - 14) Dedicate easements for storm sewer to the City of Wyoming, but overland drainage easements shall remain private.
 - 15) Plans must be stamped by a professional engineer.

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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

February 27, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Tentative Approval for The Reserve Phase 7 at 3625 Danube Drive SW (Section 32) (TMGB Wilson LLC).

Recommendation: To grant Preliminary Plat - Tentative Approval.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 20, 2024. A motion was made by Hall, supported by VanDuren, to approve the request for Preliminary Plat- Tentative Approval for The Reserve Phase 7 subject to conditions 1-15 and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 43 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Planned Unit Development (PUD-1) and is currently vacant.

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

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

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

During the public hearing, there were no public comments. The Planning Commission discussed the motion, reviewed the proposed conditions, and voted unanimously to recommend approval of the plat to City council subject to the proposed conditions.

Respectfully submitted,

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

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

Cc: John Shay, City Manager

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF FEBRUARY 20, 2024

PLANNING COMMISSION
MEETING MINUTES OF FEBRUARY 20, 2024
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, Smart, VanDuren, Zapata

MEMBERS ABSENT: Lamer, Weller

STAFF PRESENT: Hofert, Director of Community & Economic Development
Smith, Assistant Director of Community and Economic
Development
Blair, Planner II
Zuniga, 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 Randall, to excuse Lamer and Weller.

APPROVAL OF MINUTES

The minutes of January 16, 2024 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 7:00 PM.

There was no public comment, and the public hearing was closed.

AGENDA ITEM NO. 1

Request for Preliminary Plat-Tentative Approval for Rivertown Valley Phase 7 located at 3625
Danube Dr (Section32)(TMGB Wilson LLC)

Blair explained that the site is zoned PUD-1, Planned Unit Development and is served by public

water and sanitary sewer and the property will be developed to R-1 standards.

Blair shared that this request is for Phase 7 of a larger low-density PUD referred to as The Reserve. This phase includes a 14.6 acre section north of and along Danube Drive, including three cul-de-sacs: Hemlock Court, Red Cedar Court, and Firesteel Court.

The platting process is a three-step review involving both Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering; the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat; and the third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Blair said that Phase 7 includes 43 lots which will all developed to R-1 standards as required by the zoning code and the approved Overall Development Plan.

Blair explained that the minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,001 sf – 16,102 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Blair shared the staff comments below:

1. This PUD is governed by an Overall Development Plan that is the result of a court settlement with the developer.
2. This plat application is part of a package of three plat applications that will complete the Reserve PUD. These were previously approved, but those approvals have expired. This is why they are back before the Planning Commission for Preliminary Plat – Tentative Approval.
3. There are other elements (e.g. amenities and trails) of the Overall Development Plan that need to be completed in tandem with these plats.

Blair explained that the Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Rivertown Valley Phase 7 and recommends the same to the City Council subject to conditions 1-15 below:

- 1) General Planning Conditions:

- a. Applicant shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Applicant shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
- 2) The applicant will work with the City's Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
- 3) The applicant will work with the City's Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
- 4) Construction plans shall comply with all comments from the Engineering Department.
- 5) Drainage easements shall be "to the City of Wyoming" only in areas where storm sewer is planned. All overland flow rear yard drainage easements shall be "Private".
- 6) Proposed trail easement between lots 270 and 271 shall be relocated to between lots 271 and 272. Ensure connection to existing Springs Apartment Trail. Trail easement shall be minimum of 14 feet wide and of sufficient width to support the construction of a ten-foot-wide (10') ADA compliant concrete trail.
- 7) Provide a 30-foot-wide sanitary sewer easement between lots 264 and 265.
- 8) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 9) Provide a fire hydrant at the intersection of Firesteel Court and Danube.
- 10) Missing sidewalk segments connecting to prior plat phases shall be constructed during plat construction with current phase.
- 11) Proposed trail segment between lots 271 and 272 shall be constructed with plat construction. Trail shall be a 10-foot-wide concrete ADA compliant concrete trail.
- 12) Restrictive covenants shall be provided for review of the Engineering Department.
- 13) Provide a 30-foot-wide easement for sewers 10-15 feet deep.
- 14) Dedicate easements for storm sewer to the City of Wyoming, but overland drainage easements shall remain private.
- 15) Plans must be stamped by a professional engineer.

Micele opened the public hearing at 7:04 PM. There was no public comment, and the public hearing was closed.

A motion was made by Hall, supported by VanDuren, to grant Preliminary Plat-Tentative Approval for Rivertown Valley Phase 7 located at 3625 Danube Dr, subject to conditions 1 through 15.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for Preliminary Plat-Tentative Approval for Rivertown Valley Phase 8 at 5921 Looking Glass Ct (Section 32)(TMGB Wilson LLC)

Blair explained that the site is zoned PUD-1, Planned Unit Development and is served by public water and sanitary sewer and the property will be developed to R-1 standards.

Blair shared that this request is for Phase 8 of a larger low-density PUD referred to as The Reserve. This phase includes a 10.7 acre section containing two cul-de-sacs to the south of Reserve Drive: Looking Glass Court and Amur Court.

The platting process is a three-step review involving both Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering; the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat; and the third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Blair said that Phase 8 includes 21 lots which will all developed to R-1 standards as required by the zoning code and the approved Overall Development Plan.

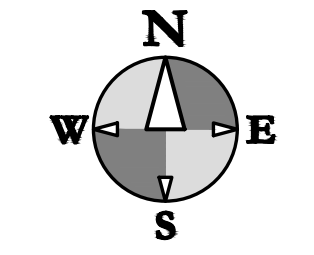
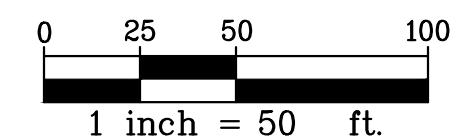
Blair explained that the minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,001 sf – 16,102 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Blair shared the staff comments below:

1. This PUD is governed by an Overall Development Plan that is the result of a court settlement with the developer.
2. This plat application is part of a package of three plat applications that will complete the

DRAWING LOCATION: IN 102-1127 - Rivertown Valley - Phase 7 - FINAL DRAINAGE/UTILITY PLAN (SHEET C-4) PRELIMINARY PLAN - LAST SAVED BY: JSTEWART ON 1/16/2024



RIVERTOWN VALLEY NO 7 DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY I, IN LIBER 116 OF PLATS ON PAGES 34-39, KENT COUNTY RECORDS; SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 659.72 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AS MONUMENTED, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 659.57 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 11 MINUTES 36 SECONDS WEST 425.69 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 46.91 FEET; THENCE NORTHWESTERLY 11.69 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 25 MINUTES 18 SECONDS WEST 11.69 FEET, DELTA ANGLE BEING 03 DEGREES 02 MINUTES 39 SECONDS; THENCE SOUTH 71 DEGREES 06 MINUTES 02 SECONDS WEST 60.00 FEET; THENCE SOUTH 68 DEGREES 03 MINUTES 22 SECONDS WEST 132.22 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 63.50 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 45 SECONDS WEST 131.45 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 54 SECONDS WEST 60.33 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 56 SECONDS WEST 138.07 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 9.10 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 53 SECONDS WEST 687.67 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST 975.25 FEET TO THE NORTH AND SOUTH QUARTER LINE AND THE POINT OF BEGINNING. PARCEL CONTAINS 14.63± ACRES (637,998± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

SITE DATA

ADDRESS:
5700 WILSON AVE SW
WYOMING, MI 49418

ZONING:
ZONING: PUD

SETBACKS / LOT SIZE:
MINIMUM SETBACK REQUIREMENTS:
FRONT: 35 FEET
SIDE: 8 FEET / 20 FEET
REAR: 35 FEET
MINIMUM LOT SIZE: 10,000 SQ FEET (75' MIN LOT WIDTH)

FLOODPLAIN:
SITE IS NOT LOCATED IN FLOODPLAIN. SEE FEMA MAP 2601110010C.

SANITARY SEWER:
PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC SANITARY SEWER.

WATER:
THE PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC WATER MAIN.

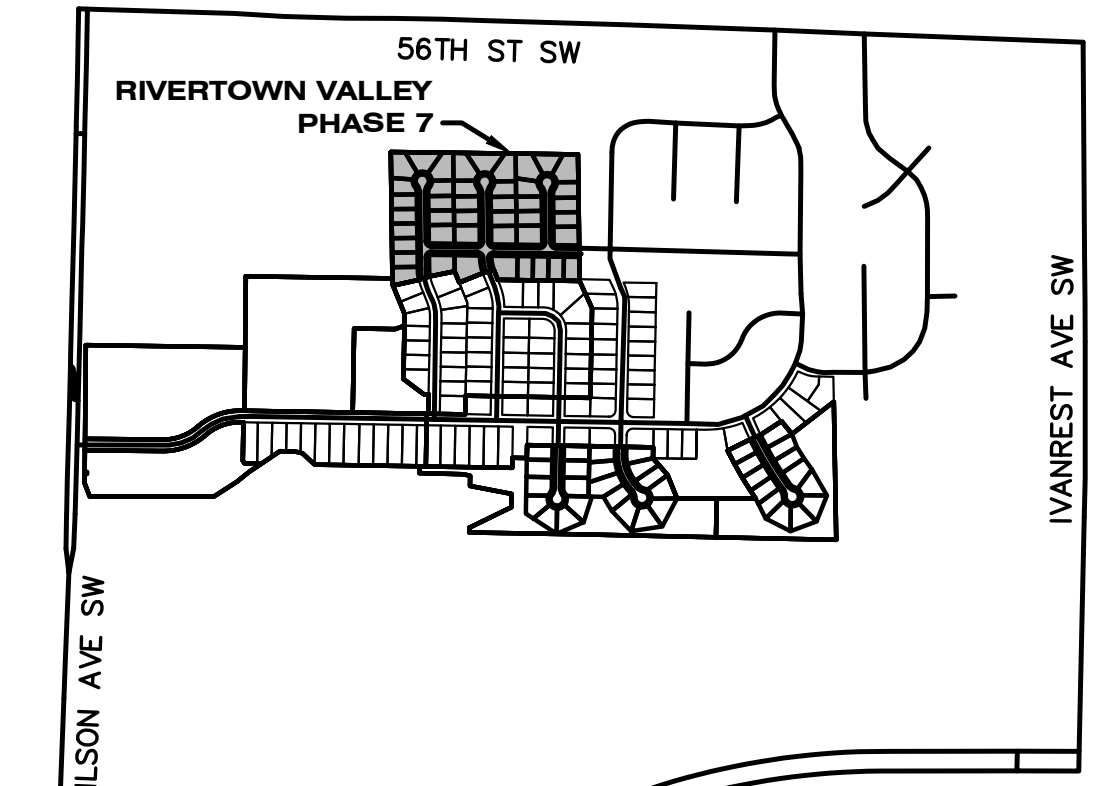
STREETS:
ALL STREETS WILL BE PUBLIC WITH MOUNTABLE CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 33' BACK TO BACK IN A 60' R.O.W.

STREET LIGHTING:
STREET LIGHTING WILL BE PROVIDED BY THE DEVELOPER IN A MANNER CONSISTENT WITH PREVIOUS PHASES OF THE PLAT.

PRIVATE UTILITIES:
PRIVATE UTILITIES SUCH AS GAS, ELECTRIC, CABLE TV, ETC., SHALL BE LOCATED IN THE 10' WIDE PRIVATE EASEMENTS INDICATED WHICH ARE LOCATED OUTSIDE OF AND IMMEDIATELY ADJACENT TO THE R.O.W. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

PROPRIETOR:
TMGB WILSON, LLC
2380 HEALTH DRIVE SW, SUITE 210
WYOMING, MI 49519
(616) 248-3566

ENGINEER & SURVEYOR:
HURLEY & STEWART, LLC
2800 SOUTH 11TH STREET
KALAMAZOO, MI 49009
(269) 552-4960



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC



PREVIOUS PHASE 1

PREVIOUS PHASE 4

PREVIOUS PHASE 6

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No.: 20-112F - P.M.J.W.P. - Drlt.LBC. 0A/QC. 01/17/24
ISSUED FOR REVISIONS: 01/17/24
PRELIMINARY PLAT TENTATIVE

PRELIMINARY PLAT
RIVERTOWN VALLEY - PHASE 7
TMGB WILSON, LLC

Sheet Title:
Project:
Client:
01/17/24
Phase
7

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-TENTATIVE APPROVAL
FOR THE PROPOSED RIVERTOWN VALLEY PHASE 8

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 21 residential lots to complement this endeavor.
2. The proposed Rivertown Valley (“The Reserve”) Phase 8 subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at their February 20, 2024 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Tentative Approval for the Rivertown Valley Phase 8 subdivision subject to the following 15 conditions to be met before final approval of this preliminary plat:
 - 1) General Planning Conditions:
 - a. Developer shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Developer shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
 - 2) The applicant will work with the City’s Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
 - 3) The applicant will work with the City’s Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
 - 4) Construction plans shall comply with all comments from the Engineering Department.
 - 5) Street names shall use existing street name approved in Phase 4 (Looking Glass Court and Amur Court). Eliminate references to Drive on the plan sheets and title blocks.
 - 6) Move proposed trail and trail easement off all rear lots and keep in open space. Trail shall be designed as a 10-foot-wide paved trail that is ADA compliant. Easement for trail shall be wide enough to construct or reconstruct trail without encroaching outside of easement (minimum 14 feet wide).
 - 7) Drainage easements shall be “to the City of Wyoming” only in areas where storm sewer is planned. All overland flow rear yard drainage easements shall be “Private”.
 - 8) Proposed trail easement between lots 166 and 167 shall be relocated to between lots 273 and 274 or other lots on Looking Glass Court. Trail easement shall be minimum

- of 14 feet wide and of sufficient width to support the construction and reconstruction of a ten-foot-wide (10') ADA compliant paved trail.
- 9) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
 - 10) Add Reserve Drive where appropriate on all plan sheets if not labeled.
 - 11) Provide a copy of the wetland permit to the City of Wyoming Engineering Department.
 - 12) The site appears to contain wetlands. Obtain any necessary water resources permits from EGLE.
 - 13) Plans must be stamped by a professional engineer.
 - 14) A regional detention fee is required for draining to the site's regional detention basin

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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

February 27, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Tentative Approval for The Reserve Phase 8 at 5921 Looking Glass Court SW (Section 32) (TMGB Wilson LLC).

Recommendation: To grant Preliminary Plat - Tentative Approval.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 20, 2024. A motion was made by Zapata, supported by Randall, to approve the request for Preliminary Plat- Tentative Approval for The Reserve Phase 8 subject to conditions 1-14 and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 21 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Planned Unit Development (PUD-1) and is currently vacant.

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

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

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

During the public hearing, there were no public comments. The Planning Commission discussed the motion, reviewed the proposed conditions, and voted unanimously to recommend approval of the plat to City council subject to the proposed conditions.

Respectfully submitted,

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

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

Cc: John Shay, City Manager

A motion was made by Hall, supported by VanDuren, to grant Preliminary Plat-Tentative Approval for Rivertown Valley Phase 7 located at 3625 Danube Dr, subject to conditions 1 through 15.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for Preliminary Plat-Tentative Approval for Rivertown Valley Phase 8 at 5921 Looking Glass Ct (Section 32)(TMGB Wilson LLC)

Blair explained that the site is zoned PUD-1, Planned Unit Development and is served by public water and sanitary sewer and the property will be developed to R-1 standards.

Blair shared that this request is for Phase 8 of a larger low-density PUD referred to as The Reserve. This phase includes a 10.7 acre section containing two cul-de-sacs to the south of Reserve Drive: Looking Glass Court and Amur Court.

The platting process is a three-step review involving both Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering; the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat; and the third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Blair said that Phase 8 includes 21 lots which will all developed to R-1 standards as required by the zoning code and the approved Overall Development Plan.

Blair explained that the minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,001 sf – 16,102 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Blair shared the staff comments below:

1. This PUD is governed by an Overall Development Plan that is the result of a court settlement with the developer.
2. This plat application is part of a package of three plat applications that will complete the

Reserve PUD. These were previously approved, but those approvals have expired. This is why they are back before the Planning Commission for Preliminary Plat – Tentative Approval.

3. There are other elements (e.g. amenities and trails) of the Overall Development Plan that need to be completed in tandem with these plats.

Blair explained that the Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Rivertown Valley Phase 8 and recommends the same to the City Council subject to conditions 1-14 below:

- 1) General Planning Conditions:
 - a. Developer shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Developer shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
- 2) The applicant will work with the City’s Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
- 3) The applicant will work with the City’s Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
- 4) Construction plans shall comply with all comments from the Engineering Department.
- 5) Street names shall use existing street name approved in Phase 4 (Looking Glass Court and Amur Court). Eliminate references to Drive on the plan sheets and title blocks.
- 6) Move proposed trail and trail easement off all rear lots and keep in open space. Trail shall be designed as a 10-foot-wide paved trail that is ADA compliant. Easement for trail shall be wide enough to construct or reconstruct trail without encroaching outside of easement (minimum 14 feet wide).
- 7) Drainage easements shall be “to the City of Wyoming” only in areas where storm sewer is planned. All overland flow rear yard drainage easements shall be “Private”.
- 8) Proposed trail easement between lots 166 and 167 shall be relocated to between lots 273 and 274 or other lots on Looking Glass Court. Trail easement shall be minimum of 14 feet wide and of sufficient width to support the construction and reconstruction of a ten-foot-wide (10’) ADA compliant paved trail.
- 9) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 10) Add Reserve Drive where appropriate on all plan sheets if not labeled.
- 11) Provide a copy of the wetland permit to the City of Wyoming Engineering Department.

- 12) The site appears to contain wetlands. Obtain any necessary water resources permits from EGLE.
- 13) Plans must be stamped by a professional engineer.
- 14) A regional detention fee is required for draining to the site's regional detention basin

Micele opened the public hearing at 7:09 PM. There was no public comment, and the public hearing was closed.

A motion was made by Zapata, supported by Randall, to grant Preliminary Plat-Tentative Approval for Rivertown Valley Phase 8 at 5921 Looking Glass Court, subject to conditions 1 through 14.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for Preliminary Plat-Tentative Approval for Rivertown Valley Phase 9 at 5903 Bark River Ct (Section 32)(TMGB Wilson LLC)

Blair explained that the site is zoned PUD-1, Planned Unit Development and is served by public water and sanitary sewer and the property will be developed to R-1 standards.

Blair shared that this request is for Phase 9 of a larger low-density PUD referred to as The Reserve. This phase includes a 7.2 acre section south-east of Reserve Drive, encompassing a singular cul-de-sac on Bark River Court, branching off from Nile Drive.

The platting process is a three-step review involving both Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering; the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat; and the third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Blair said that Phase 9 includes 13 lots which will all developed to R-1 standards as required by the zoning code and the approved Overall Development Plan.

Blair explained that the minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,000 sf – 12,628 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.

SITE DATA

ADDRESS:
5700 WILSON AVE SW
WYOMING, MI 49418

ZONING:
ZONING: PUD

SETBACKS/LOT SIZE

MINIMUM SETBACK REQUIREMENTS:
FRONT: 35 FEET
SIDE: 8 FEET / 20 FEET
REAR: 35 FEET
MINIMUM LOT SIZE: 10,000 SQ FEET (75' MIN LOT WIDTH)

FLOODPLAIN

SITE IS NOT LOCATED IN FLOODPLAIN. SEE FEMA MAP 260110010C.

SANITARY SEWER

PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC SANITARY SEWER.

WATER

THE PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC WATER MAIN.

STREETS

ALL STREETS WILL BE PUBLIC WITH MOUNTABLE CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 33' BACK TO BACK IN A 60' R.O.W.

STREET LIGHTING

STREET LIGHTING WILL BE PROVIDED BY THE DEVELOPER IN A MANNER CONSISTENT WITH PREVIOUS PHASES OF THE PLAT.

PRIVATE UTILITIES

PRIVATE UTILITIES SUCH AS GAS, ELECTRIC, CABLE TV, ETC., SHALL BE LOCATED IN THE 10' WIDE PRIVATE EASEMENTS INDICATED WHICH ARE LOCATED OUTSIDE OF AND IMMEDIATELY ADJACENT TO THE R.O.W. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

PROPRIETOR

TMGB WILSON, LLC
2380 HEALTH DRIVE SW, SUITE 210
WYOMING, MI 49519
(616) 248-3566

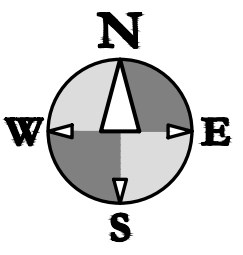
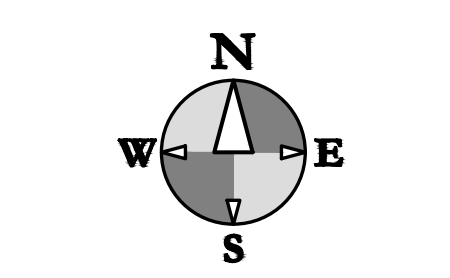
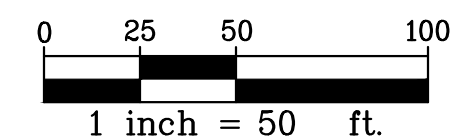
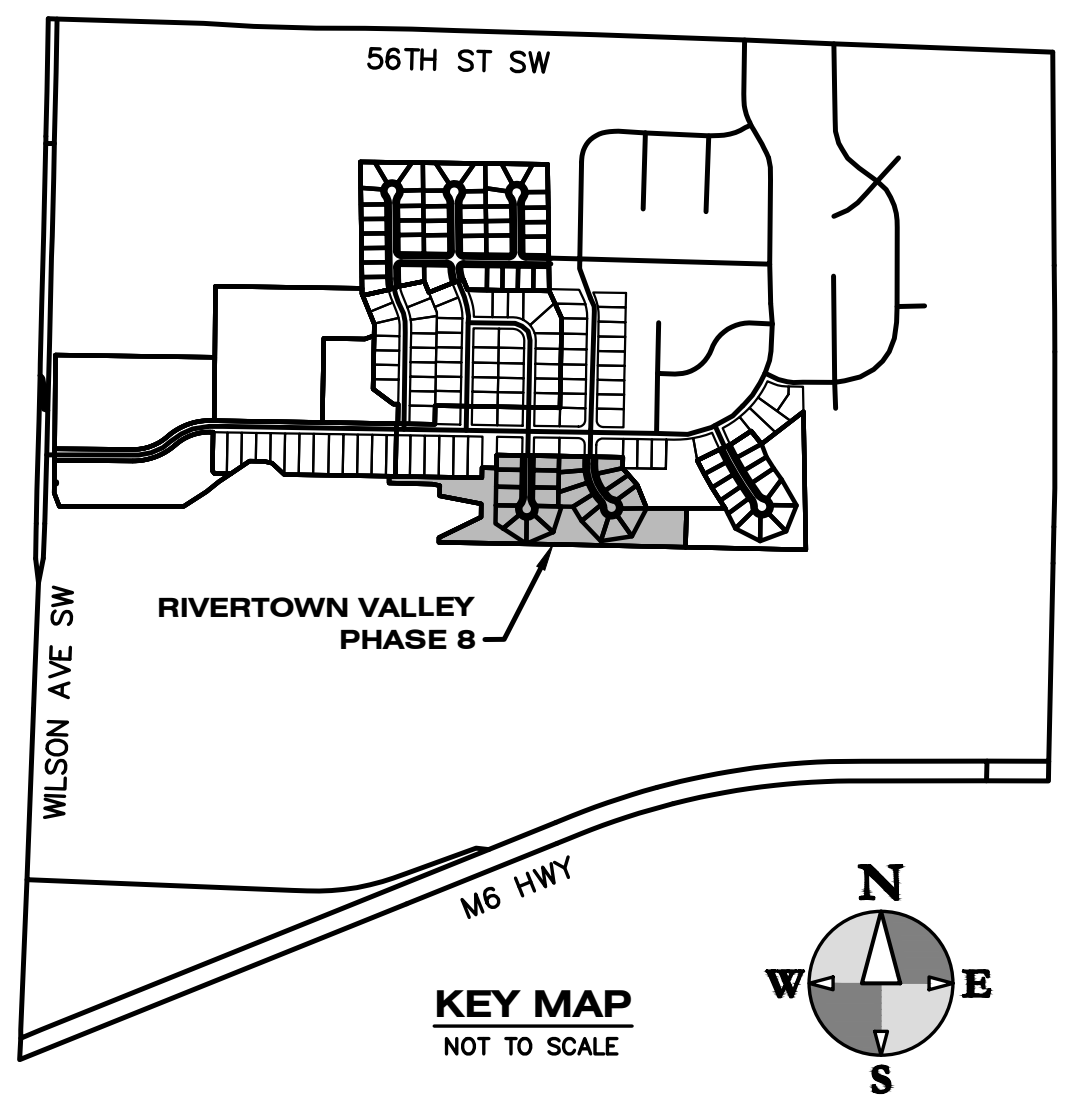
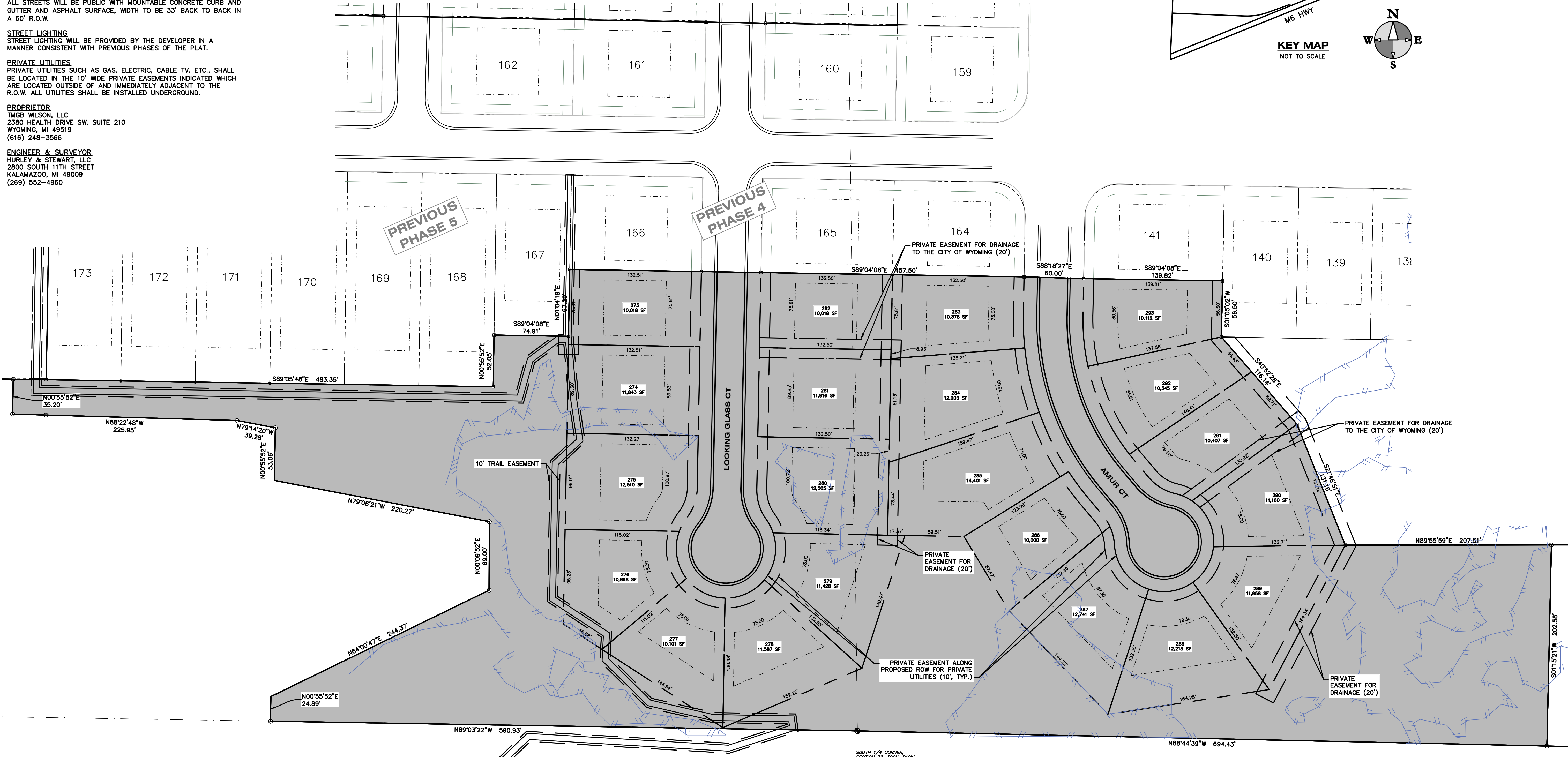
ENGINEER & SURVEYOR

HURLEY & STEWART, LLC
2800 SOUTH 11TH STREET
KALAMAZOO, MI 49009
(269) 552-4960

RIVERTOWN VALLEY NO 8 DESCRIPTION

PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 03 MINUTES 22 SECONDS WEST 590.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 24.89 FEET; THENCE NORTH 64 DEGREES 00 MINUTES 47 SECONDS EAST 244.37 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST 69.00 FEET; THENCE NORTH 79 DEGREES 08 MINUTES 21 SECONDS WEST 220.27 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 53.06 FEET; THENCE NORTH 79 DEGREES 14 MINUTES 20 SECONDS WEST 39.28 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 48 SECONDS WEST 225.95 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 33.20 FEET; THENCE ALONG THE SOUTH LINE OF LOTS 173-168 AND THE WESTERLY EXTENSION THEREOF OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NUMBER 202002120012496 KENT COUNTY RECORDS, SOUTH 89 DEGREES 05 MINUTES 48 SECONDS EAST 483.35 FEET TO THE SOUTHEAST CORNER OF LOT 168; THENCE ALONG THE EAST LINE OF LOT 168, NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 52.05 FEET TO THE SOUTHWEST CORNER OF LOT 167; THENCE ALONG THE SOUTH LINE OF LOT 167, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 74.91 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE ALONG THE EAST LINE OF LOT 167, NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 67.29 FEET TO THE SOUTHWEST CORNER OF LOT 166; THENCE ALONG THE EAST LINE OF LOTS 166-164, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 457.50 FEET TO THE SOUTHEAST CORNER OF LOT 164; THENCE SOUTH 88 DEGREES 18 MINUTES 27 SECONDS EAST 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 141; THENCE ALONG THE SOUTH LINE OF LOT 141, SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 139.82 FEET TO THE SOUTHEAST CORNER OF LOT 141; THENCE ALONG THE WEST LINE OF LOT 140, SOUTH 01 DEGREES 05 MINUTES 02 SECONDS WEST 56.50 FEET TO THE SOUTHWEST CORNER OF LOT 140; THENCE ALONG THE WESTERLY LINE OF RESERVE COMMUNITY PARK, SOUTH 40 DEGREES 52 MINUTES 28 SECONDS EAST 116.14 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 51 SECONDS EAST 131.16 FEET TO THE SOUTH LINE OF RESERVE COMMUNITY PARK; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 59 SECONDS EAST 207.51 FEET; THENCE SOUTH 01 DEGREES 15 MINUTES 21 SECONDS WEST 202.58 FEET TO THE SOUTH LINE OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 694.43 FEET TO THE SOUTH QUARTER CORNER OF SECTION 32 AND THE POINT OF BEGINNING. PARCEL CONTAINS 10.73± ACRES (467,550± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.



KEY MAP
NOT TO SCALE

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No.: 20-112F P.M./JWP D.H.L./B.C. 0A./Q.C. 01/17/24
ISSUED FOR REVISIONS:
PRELIMINARY PLAT TENTATIVE 01/17/24
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**PRELIMINARY PLAT
RIVERTOWN VALLEY - PHASE 8
TMGB WILSON, LLC**

Sheet Title:
Project:
Client:

01/17/24
Phase

8



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-TENTATIVE APPROVAL
FOR THE PROPOSED RIVERTOWN VALLEY PHASE 9

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 13 residential lots to complement this endeavor.
2. The proposed Rivertown Valley (“The Reserve”) Phase 9 subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at their February 20, 2024 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Tentative Approval for the Rivertown Valley Phase 9 subdivision subject to the following 15 conditions to be met before final approval of this preliminary plat:
 - 1) General Planning Conditions:
 - a. Developer shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Developer shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
 - 2) The applicant will work with the City’s Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
 - 3) The applicant will work with the City’s Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
 - 4) Construction plans shall comply with all comments from the Engineering Department.
 - 5) Extend easement between lots 301 and 302 to east plat line.
 - 6) Eliminate 30-foot easement along east plat boundary.
 - 7) Building envelopes and appropriate area calculation shall be removed from easement areas (lots 301 and 302).
 - 8) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
 - 9) Clarify if sanitary laterals are over or under storm sewer.

- 10) Relocate hydrant in front of lot 300 to the property line of lots 299 and 300 (minimize potential for driveway conflict).
- 11) Provide an easement with a width of 30 feet for storm sewer 10-15 feet in depth.
- 12) Provide the following calculations:
 - a. Map of drainage subcatchments. Include any offsite areas draining to the proposed sewer.
 - b. Include subcatchment areas, runoff curve numbers, and times of concentration in the pipe sizing table.
 - c. Offsite drainage calculations demonstrating that areas draining offsite without passing through sewer or BMPs produce less runoff than the existing condition.
- 13) Provide details for:
 - a. Storm sewer outside the road ROW
 - b. Silt fence
 - c. Silt sacks
 - d. Over-the-grate yard basin filters
 - e. Erosion control blanket
 - f. Check dams
- 14) The site appears to contain wetlands. Obtain any necessary water resources permits from EGLE and provide the Engineering Department a copy.
- 15) Plans must be stamped by a professional engineer.
- 16) A regional detention fee is required for draining to the site's regional detention basin.

Moved by Councilmember:

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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

February 27, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Tentative Approval for The Reserve Phase 9 at 5903 Bark River Court SW (Section 32) (TMGB Wilson LLC).

Recommendation: To grant Preliminary Plat - Tentative Approval.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 20, 2024. A motion was made by Smart, supported by Gilreath-Watts, to approve the request for Preliminary Plat- Tentative Approval for The Reserve Phase 9 subject to conditions 1-16 and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 13 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Planned Unit Development (PUD-1) and is currently vacant.

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

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

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

During the public hearing, there were no public comments. The Planning Commission discussed the motion, reviewed the proposed conditions, and voted unanimously to recommend approval of the plat to City council subject to the proposed conditions.

Respectfully submitted,

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

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

Cc: John Shay, City Manager

- 12) The site appears to contain wetlands. Obtain any necessary water resources permits from EGLE.
- 13) Plans must be stamped by a professional engineer.
- 14) A regional detention fee is required for draining to the site's regional detention basin

Micele opened the public hearing at 7:09 PM. There was no public comment, and the public hearing was closed.

A motion was made by Zapata, supported by Randall, to grant Preliminary Plat-Tentative Approval for Rivertown Valley Phase 8 at 5921 Looking Glass Court, subject to conditions 1 through 14.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for Preliminary Plat-Tentative Approval for Rivertown Valley Phase 9 at 5903 Bark River Ct (Section 32)(TMGB Wilson LLC)

Blair explained that the site is zoned PUD-1, Planned Unit Development and is served by public water and sanitary sewer and the property will be developed to R-1 standards.

Blair shared that this request is for Phase 9 of a larger low-density PUD referred to as The Reserve. This phase includes a 7.2 acre section south-east of Reserve Drive, encompassing a singular cul-de-sac on Bark River Court, branching off from Nile Drive.

The platting process is a three-step review involving both Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering; the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat; and the third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Blair said that Phase 9 includes 13 lots which will all developed to R-1 standards as required by the zoning code and the approved Overall Development Plan.

Blair explained that the minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,000 sf – 12,628 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.

Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Blair shared the staff comments below:

1. This PUD is governed by an Overall Development Plan that is the result of a court settlement with the developer.
2. This plat application is part of a package of three plat applications that will complete the Reserve PUD. These were previously approved, but those approvals have expired. This is why they are back before the Planning Commission for Preliminary Plat – Tentative Approval.
3. There are other elements (e.g. amenities and trails) of the Overall Development Plan that need to be completed in tandem with these plats.

Blair explained that the Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Rivertown Valley Phase 9 and recommends the same to the City Council subject to conditions 1-16 below:

- 1) General Planning Conditions:
 - a. Developer shall clarify construction timeframe for common amenities (clubhouse, open park area, tennis courts, trails).
 - b. Developer shall identify any wetland areas throughout all phases.
 - c. Addressing must follow city number for east/west and north/south streets.
- 2) The applicant will work with the City’s Fire Dept. to address all comments made in their January 23rd review, noted below:
 - a. Provide fire hydrants based on city spacing requirements.
- 3) The applicant will work with the City’s Assessing Dept. to address all comments made in their January 29th review, noted below:
 - a. The proposed development requires the determination of new parcel numbers and addresses before the Inspections Department will issue permits.
- 4) Construction plans shall comply with all comments from the Engineering Department.
- 5) Extend easement between lots 301 and 302 to east plat line.
- 6) Eliminate 30-foot easement along east plat boundary.
- 7) Building envelopes and appropriate area calculation shall be removed from easement areas (lots 301 and 302).
- 8) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

- 9) Clarify if sanitary laterals are over or under storm sewer.
- 10) Relocate hydrant in front of lot 300 to the property line of lots 299 and 300 (minimize potential for driveway conflict).
- 11) Provide an easement with a width of 30 feet for storm sewer 10-15 feet in depth.
- 12) Provide the following calculations:
 - a. Map of drainage subcatchments. Include any offsite areas draining to the proposed sewer.
 - b. Include subcatchment areas, runoff curve numbers, and times of concentration in the pipe sizing table.
 - c. Offsite drainage calculations demonstrating that areas draining offsite without passing through sewer or BMPs produce less runoff than the existing condition.
- 13) Provide details for:
 - d. Storm sewer outside the road ROW
 - e. Silt fence
 - f. Silt sacks
 - g. Over-the-grate yard basin filters
 - h. Erosion control blanket
 - i. Check dams
- 14) The site appears to contain wetlands. Obtain any necessary water resources permits from EGLE and provide the Engineering Department a copy.
- 15) Plans must be stamped by a professional engineer.
- 16) A regional detention fee is required for draining to the site's regional detention basin.

Micele opened the public hearing at 7:13 PM. There was no public comment, and the public hearing was closed.

A motion was made by Smart, supported by Gilreath-Watts, to grant Preliminary Plat-Tentative Approval for Rivertown Valley Phase 9 at 5921 Looking Glass Court, subject to conditions 1 through 16.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

AGENDA ITEM NO. 4

Request for site plan approval at 3751 Reserve Drive (Section 32)(TMGB Wilson LLC)

Smith explained that the site is located at 3751 Reserve Drive SW within The Reserve PUD.

DRAWING LOCATION: IN 100-112F - Rivertown Valley - Phase 9 - Final - 01/17/24 - P.M.J./WP - P.M.J./WP - D.H.L./B.C. 0A/QC: 01/17/24

SITE DATA

ADDRESS:
5700 WILSON AVE SW
WYOMING, MI 49418

ZONING: PUD

SETBACKS/LOT SIZE
MINIMUM SETBACK REQUIREMENTS:
FRONT: 35 FEET
SIDE: 8 FEET / 20 FEET
REAR: 35 FEET

MINIMUM LOT SIZE: 10,000 SQ FEET (75' MIN LOT WIDTH)

FLOODPLAIN
SITE IS NOT LOCATED IN FLOODPLAIN. SEE FEA MAP 260110010C.

SANITARY SEWER
PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC SANITARY SEWER.

WATER
THE PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC WATER MAIN.

STREETS
ALL STREETS WILL BE PUBLIC WITH MOUNTABLE CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 33' BACK TO BACK IN A 60' R.O.W.

STREET LIGHTING
STREET LIGHTING WILL BE PROVIDED BY THE DEVELOPER IN A MANNER CONSISTENT WITH PREVIOUS PHASES OF THE PLAT.

PRIVATE UTILITIES
PRIVATE UTILITIES SUCH AS GAS, ELECTRIC, CABLE TV, ETC., SHALL BE LOCATED IN THE 10' WIDE PRIVATE EASEMENTS INDICATED WHICH ARE LOCATED OUTSIDE OF AND IMMEDIATELY ADJACENT TO THE R.O.W. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

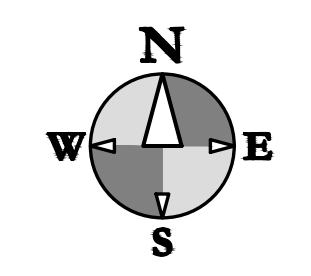
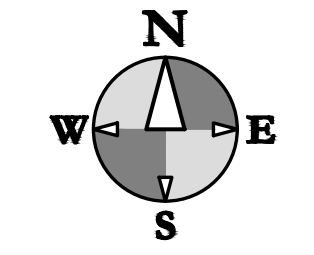
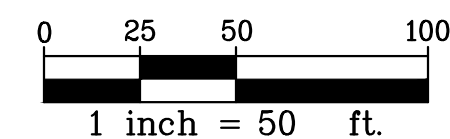
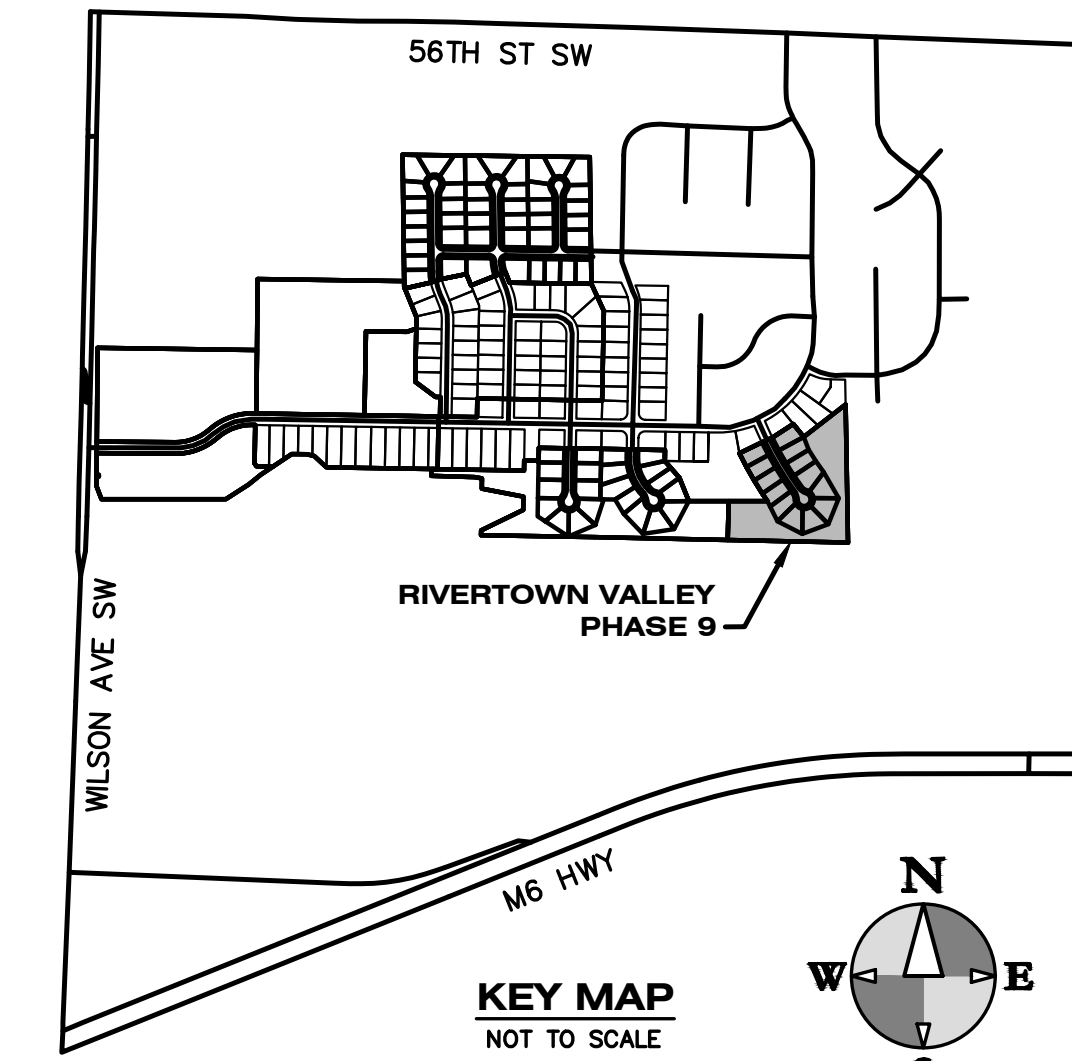
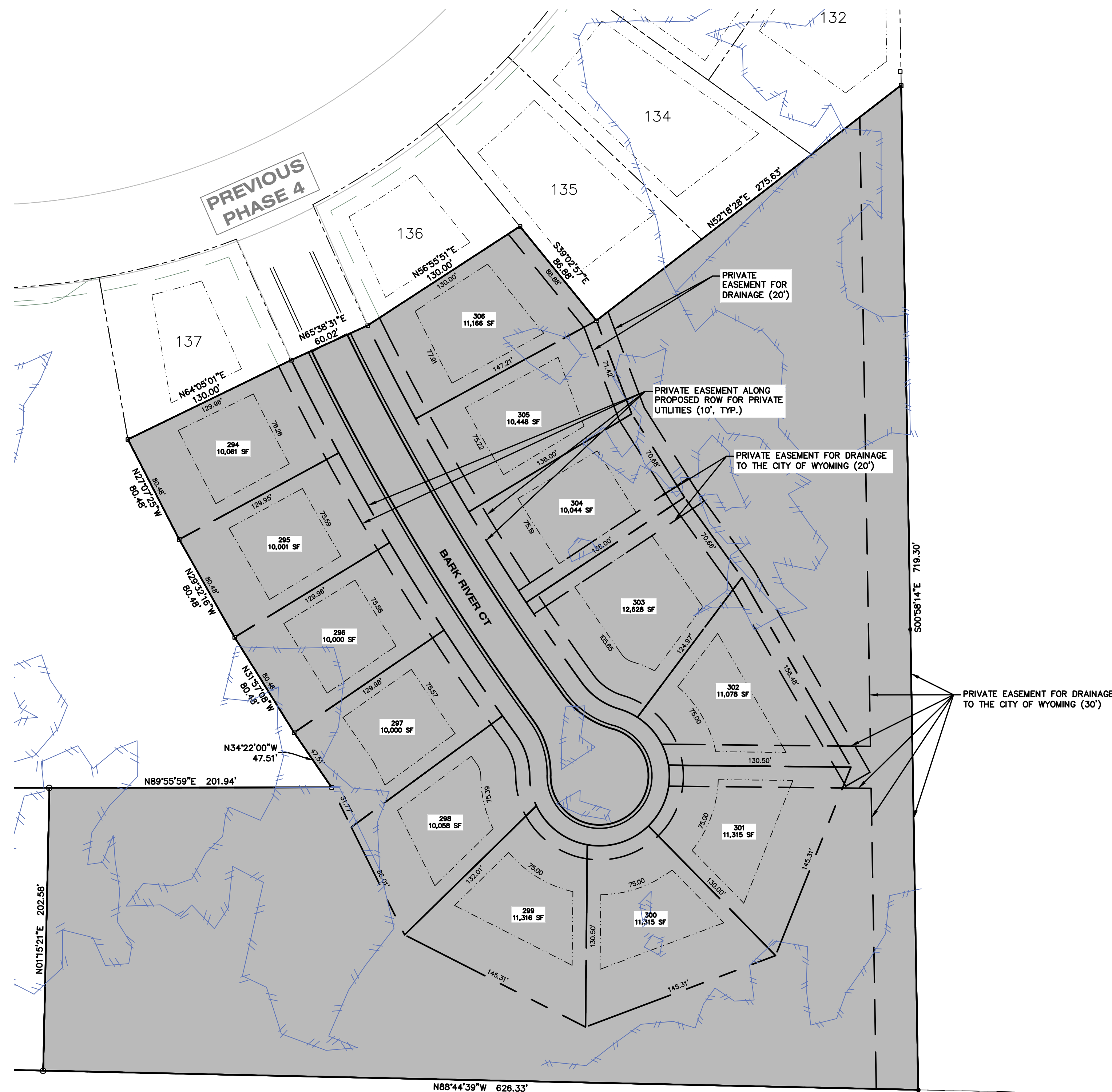
PROPRIETOR
TMGB WILSON, LLC
2380 HEALTH DRIVE SW, SUITE 210
WYOMING, MI 49519
(616) 248-3566

ENGINEER & SURVEYOR
HURLEY & STEWART, LLC
2800 SOUTH 11TH STREET
KALAMAZOO, MI 49009
(269) 552-4960

RIVERTOWN VALLEY NO 9 DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 1320.76 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88 DEGREES 44 MINUTES 39 SECONDS WEST 626.33 FEET; THENCE NORTH 01 DEGREES 15 MINUTES 21 SECONDS EAST 202.58 FEET TO THE SOUTHERLY LINE OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NUMBER 202002120012496, KENT COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 55 MINUTES 59 SECONDS EAST 201.94 FEET; THENCE NORTH 34 DEGREES 22 MINUTES 00 SECONDS WEST 47.51 FEET; THENCE NORTH 31 DEGREES 57 MINUTES 08 SECONDS WEST 80.48 FEET; THENCE NORTH 29 DEGREES 32 MINUTES 16 SECONDS WEST 80.48 FEET; THENCE NORTH 27 DEGREES 07 MINUTES 25 SECONDS WEST 80.48 FEET; THENCE NORTH 64 DEGREES 05 MINUTES 01 SECONDS EAST 130.00 FEET; THENCE NORTH 65 DEGREES 38 MINUTES 31 SECONDS EAST 60.02 FEET; THENCE NORTH 56 DEGREES 58 MINUTES 51 SECONDS EAST 130.00 FEET; THENCE SOUTH 39 DEGREES 02 MINUTES 57 SECONDS EAST 86.88 FEET; THENCE NORTH 52 DEGREES 18 MINUTES 28 SECONDS EAST 275.63 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 58 MINUTES 14 SECONDS EAST 719.30 FEET TO THE SOUTH LINE OF SECTION 32 AND THE POINT OF BEGINNING. PARCEL CONTAINS 7.27± ACRES (316,554± SQUARE FEET) SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No.: 20-112F - P.M.J./WP - P.M.J./WP - D.H.L./B.C. 0A/QC: 01/17/24
ISSUED FOR REVISIONS:
PRELIMINARY PLAT TENTATIVE 01/17/24
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PRELIMINARY PLAT
RIVERTOWN VALLEY - PHASE 9
TMGB WILSON, LLC

Sheet Title:
Project:
Client:
01/17/24
Phase
9

RESOLUTION NO. _____

RESOLUTION TO DEDICATE RESERVE DRIVE IN
RIVERTOWN VALLEY PLAT PHASE V
LOCATED WITHIN THE CITY OF WYOMING
TO BE INCLUDED IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted Reserve Drive improvements between Wilson Avenue and Hemlock Drive, in the Rivertown Valley Plat Phase V, located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Reserve Drive between Wilson Avenue and Hemlock Drive, within the Rivertown Valley Plat Phase V, is located within the City of Wyoming and is under control of the City of Wyoming.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public prior to December 31, 2023.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 4, 2024

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Centerline Drawing
Final Plat Approval

Resolution No. _____

STAFF REPORT

Date: February 26, 2024
Subject: Dedication of Public Streets
From: Grant Simons, Civil Engineer
Meeting Date: March 4, 2024

RECOMMENDATION:

It is recommended the City Council accept Reserve Drive between Wilson Avenue and Hemlock Drive into the City's street system.

COMMUNITY, SAFETY, STEWARDSHIP:

Public Act 51 of 1951 requires cities to submit changes to their street system to the Michigan Department of Transportation. Accepting new streets into the City's street system is necessary to ensure the City receives appropriate funding through Act 51.

DISCUSSION:

Construction of Phase V of the Rivertown Valley Plat (a.k.a. the Reserve at Rivertown) is complete and the final plat was approved by City Council on July 6, 2021. Rivertown Valley Plat Phase V was constructed in 2021; however, Reserve Drive was constructed in poor condition, and the developer was required to reconstruct the road, which did not occur until 2023. Adding Reserve Drive to the City's street inventory ensures that the funding the City receives through Act 51 is determined based on an accurate record of the City's street network length.

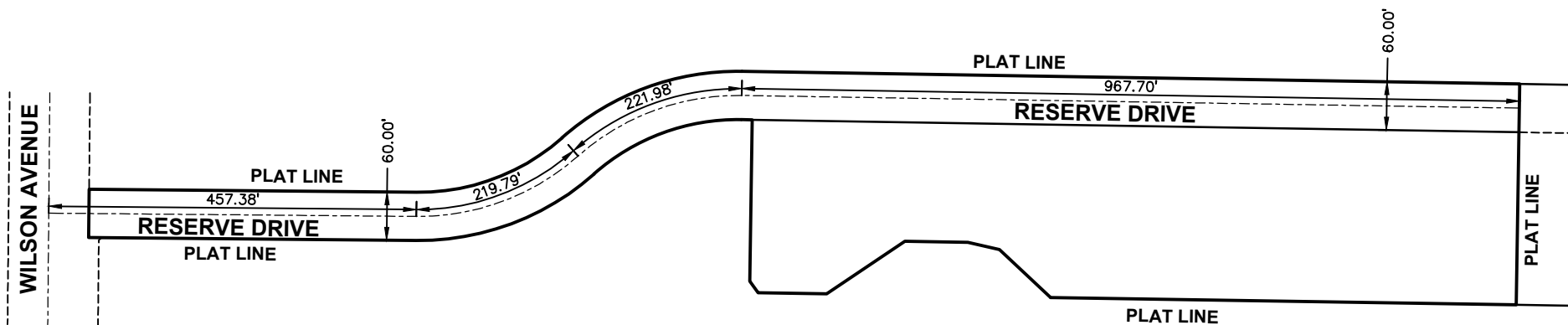
BUDGET IMPACT:

Adding streets to the street inventory increases the amount of Act 51 funding the City is eligible to receive.

RIVERTOWN VALLEY V



SCALE: 1" = 200'



RESERVE DRIVE: 1866.85'

RESOLUTION NO. 27063

RESOLUTION TO GRANT FINAL PLAT APPROVAL FOR RIVERTOWN VALLEY PLAT V (AKA "THE RESERVE AT RIVERTOWN")

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Rivertown Valley Plat V (also known as "The Reserve at Rivertown, Phase V" and "Rivertown Valley Phase V") will provide 12 residential lots to complement this endeavor.
2. The development of Rivertown Valley Plat V is a continuation of the TMGB Wilson project.
3. The proposed subdivision will integrate into the existing subdivision.
4. City Council granted preliminary plat final approval of the proposed subdivision at their May 4, 2020 meeting.
5. The Planning Commission recommended final plat approval of the proposed subdivision at their June 15, 2021 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Plat V Subdivision subject to the following conditions:
 1. Developer shall provide a bond/check or Letter of Credit to the City of Wyoming for any incomplete improvements by the close of business on the Thursday prior to the Planning Commission meeting date (June 10, 2021). Items shall include setting iron corners throughout the plat.
 2. The Engineer shall label the easement on lots 177 and 178 "to the City of Wyoming."
 3. Provide fire hydrants based on the city hydrant spacing.

Moved by Councilmember:		Postema
Seconded by Councilmember:		Fitzgerald
Motion Carried	Yes	6
	No	0

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 July 6, 2021.

Rhonda J. Halligan, Deputy Clerk
for Kelli A. VandenBerg, Wyoming City Clerk

City of **Wyoming** Michigan

Planning & Economic Development | 1155 28th St SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

June 28, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Final Plat Approval for Rivertown Valley Phase V. The property is located at Wilson and 56th (Section 32) (TMGB Wilson LLC)

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 15, 2021. A motion was made by Weller, supported by Zapata, to approve the request for Final Plat Approval for Rivertown Valley Phase V subject to conditions and recommend the same to City Council. The motion passed unanimously.

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

The petitioner proposes 12 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development and includes the portion of Reserve Drive that will connect the new subdivision to Wilson Avenue.

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

Preliminary Plat- Tentative Approval was approved by Planning Commission on November 19, 2019 and City Council on December 2, 2019.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was granted by Planning Commission on April 21, 2020 and City Council on May 3, 2020.

community • safety • stewardship


CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Acting Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

- easement.
- b. Verify cover over existing storm at proposed pond bottom. Use due care over pipe for pond construction.
 - c. Stormwater design must account for water quality and channel protection standards.
 - d. Use Rational C-values from Table 6.
 - e. Use Atlas 14 rainfall data in Modified Chicago Table.
 - f. Must use 1.25 factor for volumes calculated by Modified Chicago method.
- 6) The Engineer shall certify the construction of the detention basin upon completion. The certification shall verify with as-built survey the pond grading meets all relevant grades, required volumes and release rates per the approved storm water design. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 7) Site Plan shall show all existing and proposed utilities. How will addition be served with water and sewer?

Jack, Nederveld Inc., 217 Grandville Ave SW suite 302, Grand Rapids, MI 49503, introduced himself stating that he worked with Engineering regarding storm water discharge on the West side of the property and also with the Fire Department to install a new fire hydrant on the south side of the existing driveway. Comments have been resubmitted to City Staff.

A motion was entered by Arnoys, supported by Heygi, to grant Site Plan Approval for construction of the proposed building addition at 4131 Roger B Chaffee Memorial Drive SE subject to conditions 1-7.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 4

Request for Plat- Final Approval for Rivertown Valley Phase V at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC)

Hofert explained that the properties are generally located along Nile Drive extended, south of 56th Street SW and East of Wilson Ave (Section 32). The plat areas are agricultural fields. Hofert stated that the land use surrounding the property is single family residential to the north, south and east, and multi-family to the west.

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

Preliminary Plat- Tentative Approval was approved by Planning Commission on November 19, 2019, and City Council on December 2, 2019.

Hofert shared that the second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The plat was granted Preliminary Plat Final Approval by Planning Commission on April 21, 2020 and City Council on May 4, 2020.

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

Hofert stated that Phase V includes 12 lots all developed to R-1 standards as dictated in the approved Overall Development Plan.

Hofert explained that the Development Review Team recommends the Planning Commission grant Final Plat Approval for Rivertown Valley Phase V and recommends the same to the City Council subject to conditions 1-3 below:

- 1.) Developer shall provide a bond/check or Letter of Credit to the City of Wyoming for any incomplete improvements by the close of business on the Thursday prior to the Planning Commission meeting date (June 10, 2021). Items shall include setting iron corners throughout the plat.
- 2.) The Engineer shall label the easement on lots 177 and 178 “to the City of Wyoming”.
- 3.) Provide fire hydrants based on the city hydrant spacing.

A motion was entered by Weller, supported by Zapata, to grant plat-final approval for Rivertown Valley Phase V

Justin Longstreth, Moore & Bruggink, 2020 Monroe Ave NW, Grand Rapids, MI 49505, introduced himself and stated that he is available for comment.

Jason Granger, TMGB Wilson, 2380 Health Dr. Suite 210, Wyoming, MI 49509, introduced himself as the owner.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5

Request for Preliminary Plat- Final Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC).

RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

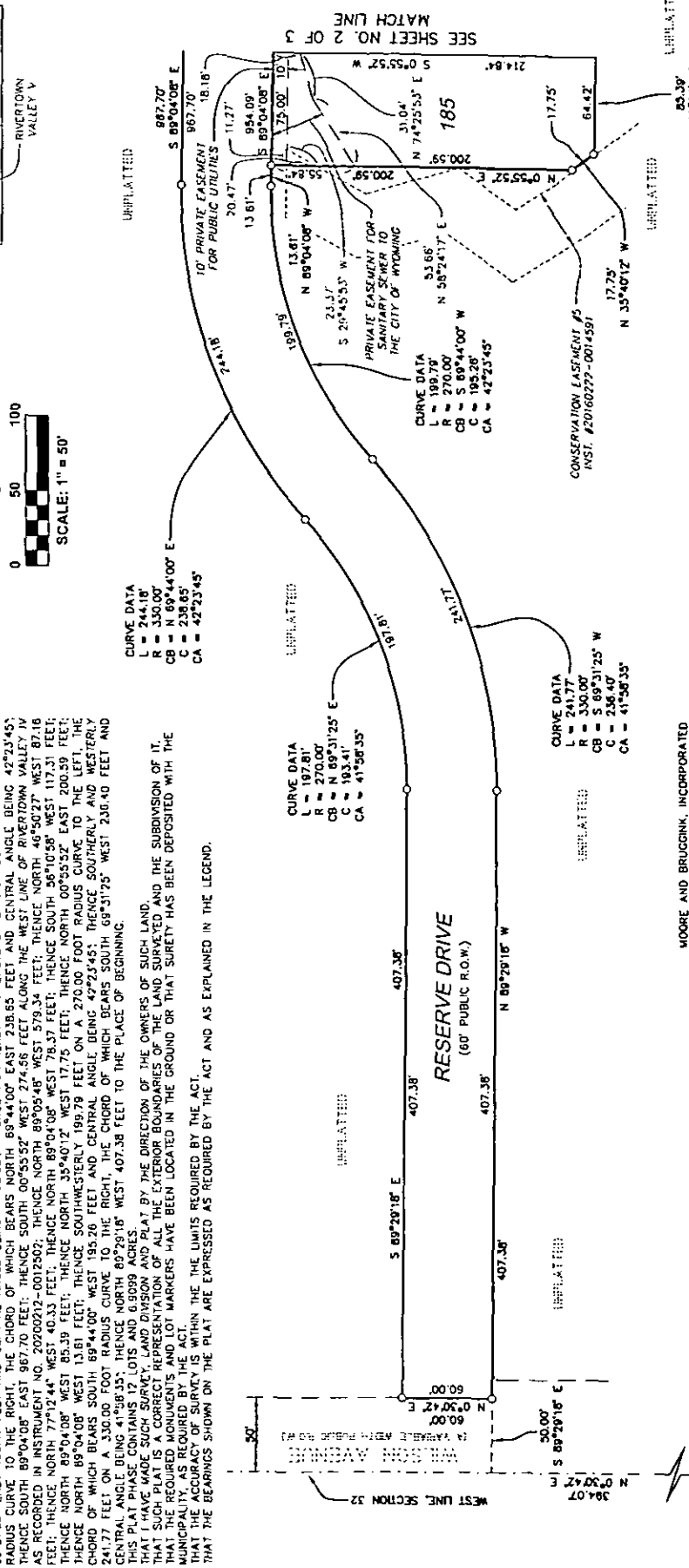
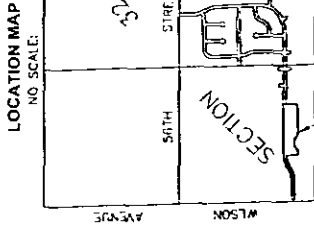
SHEET 1 OF 3

SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: RIVERTOWN VALLEY V, PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°30'42" EAST 394.07 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00°30'42" EAST 60.00 FEET PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 407.38 FEET; THENCE NORTHERLY 197.81 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89°31'25" EAST 193.41 FEET AND CENTRAL ANGLE BEING 41°58'35"; THENCE NORTHERLY AND EASTERLY 244.18 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 89°44'00" EAST 238.85 FEET AND CENTRAL ANGLE BEING 42°23'45"; THENCE SOUTH 89°04'08" EAST 967.70 FEET; THENCE SOUTH 00°55'52" WEST 274.98 FEET ALONG THE WEST LINE OF RIVERTOWN VALLEY IV AS RECORDED IN INSTRUMENT NO. 20200202-0012502; THENCE NORTH 89°05'48" WEST 579.34 FEET; THENCE NORTH 46°50'27" WEST 87.16 FEET; THENCE NORTH 77°12'44" WEST 40.33 FEET; THENCE NORTH 89°04'08" WEST 78.37 FEET; THENCE NORTH 00°55'52" WEST 117.31 FEET; THENCE NORTH 89°04'08" WEST 85.39 FEET; THENCE NORTH 35°40'12" WEST 17.75 FEET; THENCE NORTH 00°55'52" EAST 200.59 FEET; THENCE NORTH 89°04'08" WEST 13.61 FEET; THENCE SOUTHWESTERLY 199.79 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 89°44'00" WEST 195.26 FEET AND CENTRAL ANGLE BEING 42°23'45"; THENCE SOUTHERLY AND WESTERLY 241.77 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 89°31'25" WEST 236.40 FEET AND CENTRAL ANGLE BEING 41°58'35"; THENCE NORTH 89°29'18" WEST 407.38 FEET TO THE PLACE OF BEGINNING.

THIS PLAT PHASE CONTAINS 10 LOTS 6,8009 SQUARE FEET EACH, TO BE SUBDIVIDED AND PLAT BY THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY THE ACT, THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT, THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED IN THE LEGEND.

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 286 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



MOORE AND BRUDNIK, INCORPORATED
20210 JARVIS AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

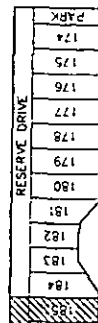
STEVEN JOSEPH GREEN
20210 JARVIS AVE. N.W.
PROFESSIONAL LAND SURVEYOR No. 4001043055

DATE: _____

JUSTIN FRAZA LONGSTRETH
SECRETARY/TREASURER
PROFESSIONAL ENGINEER No. 6201055281

DATE: _____

INDEX KEY MAP



SHEET 2 OF 3

LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20200202-0012502. ALL BEARINGS AND DISTANCES ARE AS MEASURED IN THE FIELD. ALL DIMENSIONS ARE IN FEET. MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "O". ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "O". LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "M&B #3055". (P) = PADIAL LINES. ALL OTHERS ARE NON-RADIAL. INST. = INSTRUMENT

RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

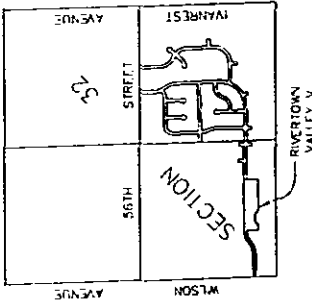
SHEET 2 OF 3

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1987, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



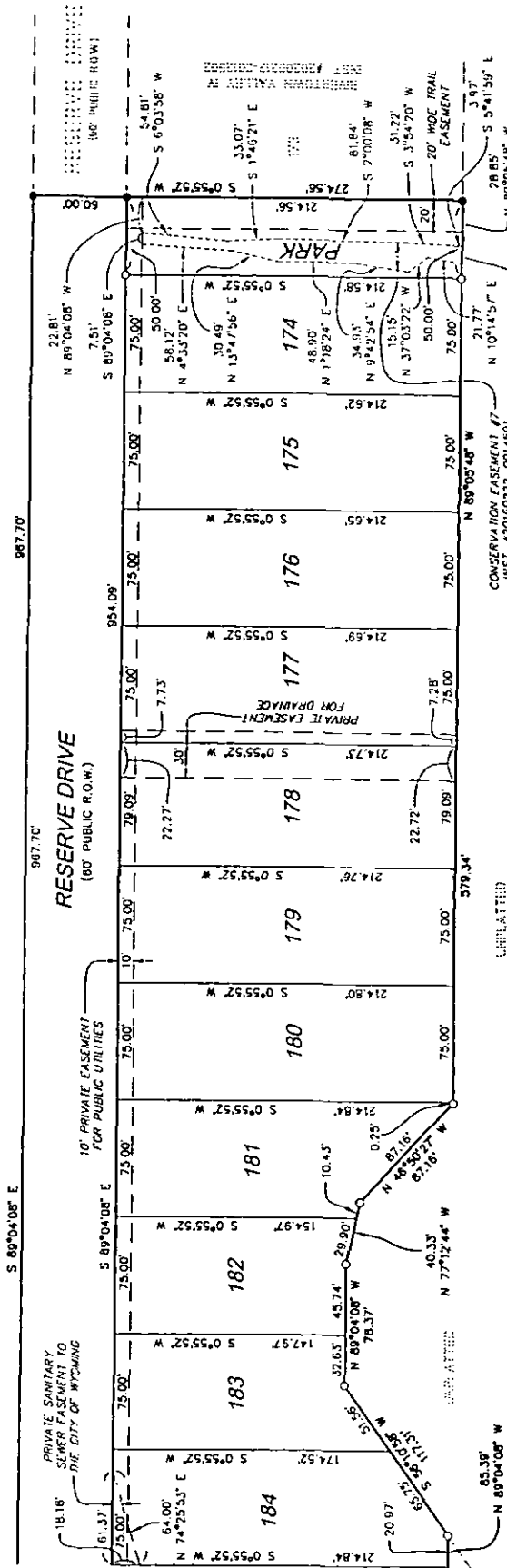
0 50 100
SCALE: 1" = 50'

LOCATION MAP
NO SCALE:



UNPLATTED

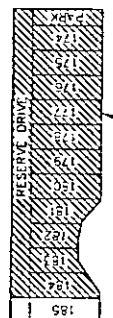
UNPLATTED



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20200212-0012502 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED 'C'.
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED 'M'.
ALL MONUMENTS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER AND 36" LONG WITH IDENTIFICATION CAPS MARKED 'MAB 43055'.
(S) = RADIAL LINES; ALL OTHERS ARE NON-RADIAL.
(INST.) = INSTRUMENT

INDEX KEY MAP



SHEET 1 OF 3

SHEET 2 OF 3

MOORE AND BRUGINK, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

STEVEN JOSEPH GREEN
PROFESSIONAL LAND SURVEYOR No. 4001043005
DATE: _____

RIVERTOWN VALLEY V

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH,
RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET 3 OF 3

PROPRIETOR'S CERTIFICATE

TWGB WILSON, LLC, 2380 HEALTH DRIVE, WYOMING, MICHIGAN 49519, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY GARY L. GRANGER, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. THAT THE PARK IS A PRIVATE PARK FOR THE USE OF THE PLAT OWNERS IN THIS SUBDIVISION, AND OF SUBDIVISIONS OF THE SAME NAME WHERE OWNERSHIP IS TRACEABLE TO THIS PROPRIETOR.

TWGB WILSON, LLC
2380 HEALTH DRIVE
WYOMING, MICHIGAN 49519
STATE FILE NUMBER: B68205
DATED: JUNE 19, 2000

GARY L. GRANGER, MEMBER

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF _____, 2021, BY GARY L. GRANGER,
MEMBER OF TWGB WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY,
ON BEHALF OF THE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC, KENT COUNTY, MICHIGAN
MY COMMISSION EXPIRES _____

RECORDING CERTIFICATE

STATE OF MICHIGAN
KENT COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 2021,
AT _____ M, AND RECORDED IN INSTRUMENT NUMBER _____

LISA POSTHUMUS LYONS
KENT COUNTY CLERK - REGISTER OF DEEDS

MOORE AND BRUGGINK, INCORPORATED
2070 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No 43055
DATE: _____

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE
CITY OF WYOMING. A HEARING WAS HELD ON _____, 2021, AS COMPLYING WITH 1967 PA 288,
MCL 560.101 TO 560.103, AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO
560.293. THE CITY DOES HAVE THE PROPER ADDED ZONING AND SUBDIVISION
CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES
THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN
INSTALLED AND ARE READY FOR CONNECTION.

KELLI VANDENBERG
WYOMING CITY CLERK
DATE _____

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____, 2021, AS COMPLYING WITH 1967 PA 288,
MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY
OFFICE IN THE COUNTY OF KENT

KEN YONKER
KENT COUNTY DRAIN COMMISSIONER
DATE _____

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL
ASSESSMENTS FOR THE PAST FEW YEARS INCLUDING _____, 2021,
INVOLVING THE LANDS INCLUDED IN THIS PLAT.

KENNETH PARRISH
KENT COUNTY TREASURER
DATE _____

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT
BOARD ON _____, 2021, AS BEING IN COMPLIANCE WITH ALL OF
THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT
BOARD'S APPLICABLE RULES AND REGULATIONS.

MANDY BOLTER
KENT COUNTY BOARD CHAIR
DATE _____

LISA POSTHUMUS LYONS
KENT COUNTY CLERK - REGISTER OF DEEDS
DATE _____

KENNETH PARRISH
KENT COUNTY TREASURER
DATE _____

RESOLUTION NO. _____

RESOLUTION TO AMEND SECTION 7.01 OF THE CITY COUNCIL POLICY MANUAL TO
ADOPT A REVISED INDUSTRIAL FACILITIES TAX EXEMPTION POLICY

WHEREAS:

1. 1974 PA 198 authorizes the city to approve property tax exemptions for industrial development projects that can result in the levy of an industrial facilities tax that is half of what would be paid in property taxes or in the levy of an industrial facilities tax that is levied on the pre-improvement value of the property.
2. Revision of the city's current policy addressing those exemptions in section 7.01 of the Revised City Council Policy Manual will clarify the city's consideration process and approval criteria.

NOW, THEREFORE, BE IT RESOLVED:

1. Section 7.01 of the City Council Policy Manual is amended to read as stated on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

EXHIBIT A
CITY OF WYOMING

Industrial Facilities Tax Exemption Policy

1. Purpose.

- A. The purpose of granting a tax exemption under 1974 PA 198, MCL 207.551 *et seq.* (“**Act 198**”), is to incentivize development on and/or improvements to industrial property that would not be made without the tax exemption. It provides a benefit to the taxpayer for the property subject to it that is not enjoyed by that taxpayer’s neighbors and competitors, or by city residents. Therefore, such exemptions should be granted when reasonably needed to foster a project that is of significant community benefit.
- B. Community benefits to be considered include (i) development, redevelopment or improvement of, or expansion of businesses on older, contaminated, blighted, or underutilized property, (ii) creation or retention of significant numbers of jobs paying living wages and benefits, (iii) enhancement of the City’s tax base (mostly after the termination of the exemption), (iv) elimination of nuisances on or generated by the subject property, (v) elimination of nonconforming uses of or structures on the subject property, (vi) catalyzing other development or redevelopment in the vicinity of the project or elsewhere in the City, (vii) improved environmental conditions or outcomes, (viii) achievement of goal provided in the City’s master plan or other approved city plans and documents, or (ix) other conditions or outcomes significantly benefitting the community. Increased production capacity or output, increased sales, or improved profitability for the applicant do not necessarily correlate to community benefits.
- C. An evaluation of community benefit should also include consideration of other community costs and/or support, such as, for example, (i) any needed infrastructure improvements, (ii) utilization of water and sanitary sewer services, loading and capacity, (iii) stormwater output, (iv) traffic congestion especially at shift changes, (v) impacts on occupants of property in the project’s vicinity, (vi) demands for city services such as police and fire, (viii) whether any specialized equipment will be needed, such as to plow or remove snow, for confined space or other rescue, or aerial apparatus for firefighting or rescue, and (ix) whether environmental justice concerns need to be evaluated.

2. Personal Property Tax Exemptions.

If personal property is “eligible manufacturing personal property” qualifying for exemption under sections 9m, 9n or 9o of the general property tax act, 1893 PA 206, MCL 211.9m, 211.9n, or 211.9o, Act 198 will not apply to that personal property.

3. Eligible Property.

Property eligible for an exemption includes:

- A. Land improvements (note this does not include the land), buildings, structures, and other real property, and machinery, equipment, furniture, and fixtures or any part or accessory whether completed or in the process of construction comprising an integrated whole (but not, as noted above, personal property that would be eligible manufacturing personal property under MCL 211.9m, 221.9n, or 211.9o).
- B. The primary purpose and use of which is
 - 1. Engaging in a high-technology activity,
 - 2. Operation of a strategic response center,
 - 3. Operation of a logistical optimization center as defined in Act 198,
 - 4. The manufacture of goods or materials (*i.e.*, a type of operation that would be conducted by an entity included in the classifications provided by sector 31-33 — manufacturing, of the North American industry classification system, United States, 1997, published by the office of management and budget, regardless of whether the entity conducting that operation is included in that manual),
 - 5. Creation or synthesis of biodiesel fuel,

6. The processing of goods and materials by physical or chemical change (*i.e.*, a type of operation that would be conducted by an entity included in the classifications provided by sector 31-33 — manufacturing, of the North American industry classification system, United States, 1997, published by the office of management and budget, regardless of whether the entity conducting that operation is included in that manual),
 7. The operation of a hydro-electric dam by a private company other than a public utility, or
 8. Agricultural processing facilities.
- C. Facilities related to a manufacturing operation under the same ownership, including, but not limited to:
1. Office,
 2. Engineering,
 3. Research and development as defined in Act 198,
 4. Warehousing, or
 5. Parts distribution facilities.
- D. Research and development laboratories of companies other than those companies that manufacture the products developed from their research activities and research development laboratories of a manufacturing company that are unrelated to the products of the company.
- E. Industrial property may be owned or leased. In the case of leased property, the lessee is liable for payment of ad valorem property taxes and shall furnish proof of that liability.
- F. Industrial property does not include any of the following:
1. Land.
 2. Property of a public utility other than an electric generating plant that is not owned by a local unit of government as provided in this subsection.
 3. Inventory.
- G. Speculative buildings as defined in Act 198 can be eligible if meeting the requirements of Act 198, though, except in extraordinary circumstances, the city will not create a district or approve an application for a speculative building.

4. **Industrial Facilities Tax.**

- A. For an **obsolete facility** (as defined by Act 198) being replaced or restored, the industrial facilities tax is determined by multiplying the total *ad valorem* tax rate against the taxable value of the of the obsolete facility in the year immediately preceding the effective date of the exemption certificate. This has the effect of a 100% exemption from the property tax on the value of the improvements for the duration of the certificate.
- B. For a **new facility** (as defined by Act 198, which includes additions to existing facilities) and speculative buildings, the industrial facilities tax is also determined by multiplying 1/2 the total millage rate (with the exception of the state education tax) against the current taxable value of the new facility (*i.e.*, the improvements). This amounts to a 50% reduction in the property taxes on the improvements.
- C. Within 60 days of the City granting an industrial facilities exemption certificate, the state treasurer may exclude one-half, or all, of the number of mills levied under the state education tax act, from the specific tax calculation on the facility if it is determined that reducing the number of mills used to calculate the specific tax is necessary to reduce unemployment, promote economic growth, and increase capital investment in the state.

5. **Effective Date and Term.**

- A. An industrial facilities exemption certificate takes effect on December 31 following its issuance. If the City approves the application and transmits all needed information to the State Tax Commission (“**STC**”)

by October 31 in a calendar year, the certificate will take effect on December 31 of that same calendar year.

- B. The maximum term that a certificate may be in effect is 12 years after the completion of the facility with respect to the real property components of the facility. The date of issuance of a certificate of occupancy shall be the date of completion of the facility. Projects are to be completed within 2 years.
- C. The City Council may request that the STC revoke an industrial facilities exemption certificate if the City Council determines that construction of the project was not completed within 2 years after the effective date of the certificate or, except for circumstances beyond the control of the certificate holder, that the purposes for which the exemption was granted are not being fulfilled. The process for considering revocation and the consequences of revocation will be stated in the required agreement.

6. Agreement.

- A. An exemption requires a written agreement between the City and the certificate holder to be filed with the Michigan Department of Treasury. (A sample agreement is attached to this policy.)
- B. The agreement shall require at least the following:
 - 1. Specify the numbers of additional and/or retained employees to meet the numbers established in the agreement by the dates established in the agreement, along with representations about the compensation to be paid them.
 - 2. Specify the amount of investment in the restoration, new facility, or replacement facility by the date(s) established in the agreement.
 - 3. If the facility closes, jobs are reduced, or other terms of the agreement are breached, the City Council may by a resolution adopted after the certificate holder is given notice and an opportunity to address the City Council (i) seek revocation of the certificate, and (ii) require repayment, within 30 days after its revocation, of some or all of the abated taxes levied by all taxing jurisdictions.
 - 4. Other provisions, including conditions, required by this policy shall also be included.
- C. The City cannot enter into an agreement (and therefore cannot grant an exemption) to any individual or entity in default to the City. This means no exemption will be granted (i) to anyone who is delinquent in the payment of any real or personal property taxes, water or sewer bills, or other amounts due the city, (ii) for any property for which there are delinquent real or personal property taxes, water or sewer bills, (iii) to anyone who has unresolved ordinance violations or notices to correct property conditions, or (iv) for any property for which there are unresolved ordinance violations or notices to correct property conditions.

7. Application Process.

- A. Before submitting an application or requesting the formation of an industrial development or plant rehabilitation district, the prospective applicant shall meet with the City's Director of Community and Economic Development to familiarize the City with the scope of the project and orient the applicant to the City's process and policy.
- B. The property must be within an industrial development or plant rehabilitation district. If it is not, the applicant must submit a written request to establish the appropriate district before any construction, acquisition, alteration, or installation that is part of the project begins. If the City receives a request to establish an industrial development or plant rehabilitation district, the following will apply:
 - 1. Normally, the proposed district should be legally described to be as small as reasonably possible, often to include only the parcel on which the project is located or, in some cases, the footprint of the planned building addition.
 - 2. The City Council will adopt a resolution setting a public hearing and directing City staff to issue the written notices required by Act 198 at least 14 days before the public hearing by certified mail to the owners of all property within the proposed district

3. After the public hearing, the City Council will determine whether the statutory criteria for establishing the district have been met and whether the proposed project complies with the requirements of Act 198 and this policy.
 - a. If so, the City Council will adopt a resolution making the findings required by Act 198 and establishing the district.
 - b. If not, the City Council will adopt a resolution declining to establish the proposed district that states the reasons it declines to establish the proposed district.
- C. If the property is already within an industrial development district or plant rehabilitation district or once one has been created, then an application for Act 198 tax exemption shall be submitted to the Community and Economic Development department and contain the following information:
 1. A request for the Act 198 tax exemption on the applicant's company letterhead that summarizes the proposed project and details how it meets the purposes of this policy, including detailing the community benefits resulting from the project. The letter should also state the projects anticipated schedule and should state why the tax exemption is essential to the project.
 2. A detailed list of project costs including breakdowns by category and installation dates.
 3. A copy of the financing appraisal.
 4. A fully completed and signed application on the form required by the state with all required attachments and additional information must be filed within the time limits established by Act 198.
 5. A completed and signed affidavit for no fees.
 6. A non-refundable application fee equal to one-tenth of one percent (0.1%) of the total project cost up to a maximum of \$10,000.
- D. Once an application is received, City staff will:
 1. Review the application for completeness, compliance with Act 198 and state requirements, and compliance with this policy.
 2. Ask for any additional information needed to complete the application or to address any question that the City staff has or that it anticipates the City Council or others may want.
 3. Prepare a draft agreement to be reviewed and signed by the applicant. The completed agreement must be a form acceptable to the city attorney.
 4. Prepare a staff report and City Council resolution to set a public hearing on the application and submit to the Clerk's office for placement on the next available City Council agenda.
- E. At the meeting, the City Council will adopt a resolution setting a public hearing on the application for a future date and directing City staff to issue the written notices required by Act 198 to the City assessor and to the legislative body of all taxing units levying taxes against the property subject to the application.
- F. The applicant is required to attend the public hearing meeting. Following the conclusion of the public hearing, the City Council will determine whether the statutory criteria for granting the exemption have been met and whether the application and the proposed project complies with the requirements of Act 198 and this policy.
 1. If so, the City Council will adopt a resolution making the findings required in Act 198 and approve the exemption for a term (not to exceed 12 years) in accordance with this policy. The approved application, a copy of the approving resolution and other needed material will be forwarded to the STC.
 2. If not, the City Council will adopt a resolution disapproving the application that states the reasons why it disapproved the application. Staff shall return the application to the applicant who will have 10 days to appeal that decision to the STC.

G. The City Council will take final action on a fully completed application for property in an established industrial development or plant rehabilitation district within 60 days of receipt of the fully completed application and agreement signed by the applicant.

8. Criteria for Approving Exemption.

- A. The proposed project and resulting facility must comply with the City's zoning ordinance, master plan, and economic development goals. No tax abatement shall be granted for any nonconforming use or facility, unless a variance has been granted.
- B. After the project is completed, it must not increase noise, odors, outside storage, or other conditions that are hazardous, nuisances, or otherwise detrimental to property or occupants of property in vicinity of the project. The project shall not have the effect of creating or perpetuating conditions that are environmentally unjust.
- C. As noted above, the City cannot enter into an agreement (and cannot grant an exemption) to anyone in default to the City. The applicant and property must comply with section 6.C of this policy.
- D. For a company to qualify for an exemption, the project must include a minimum capital investment of \$500,000, excluding land, and result in a minimum of three new jobs. The chart below shows the number of years for which a tax exemption would be granted for. Only jobs with wages that meet or exceed the United Way's ALICE threshold will be eligible to be included in this calculation.
- E. The applicant must demonstrate that the tax abatement is essential to the project (*e.g.*, the project is infeasible, will be located elsewhere, or will for other stated reasons not be undertaken if the tax abatement is not granted).
- F. The City Council must determine the loss of tax revenues for the term of the exemption is offset by the gains to the community from the project based on considerations in subsections 1.B and 1.C above.
- G. There is no pending property tax appeal applicable to the property or its occupants.
- H. The City Council may consider other information and factors that it determines are important given the project's site, scale, and other aspects.

TAX EXEMPTION DURATION CHART FOR INDUSTRIAL FACILITIES (P.A. 198)

Number of New Jobs Resulting From Construction of Real Property

3 - 5 6 - 9 10 - 13 14 - 18 19 - 23 24 - 28 29 - 34 35 - 40 41+

Value of Capital Investment (excluding land) (Minimum)	<u>Exemption Duration (Years)</u>								
	3 - 5	6 - 9	10 - 13	14 - 18	19 - 23	24 - 28	29 - 34	35 - 40	41+
\$500,000 - \$550,000	4	5	6	7	8	9	10	11	12
\$550,001 - \$1,000,000	5	6	7	8	9	10	11	12	
\$1,000,001 - \$1,450,000	6	7	8	9	10	11	12		
\$1,450,001 - \$1,725,000	7	8	9	10	11	12			
\$1,725,001 - \$2,075,000	8	9	10	11	12				
\$2,075,001 - \$2,350,000	9	10	11	12					
\$2,350,001 - \$2,575,000	10	11	12						
\$2,575,001 - \$3,000,000	11	12							
\$3,000,001 +	12								

9. Conditions of Approval and Reporting.

A. The following conditions will apply to any industrial facilities tax exemption approved by the City:

1. The applicant or its successor shall not seek further tax relief during the term of the exemption and 2 years thereafter, in any forum, including but not limited to the Michigan Tax Tribunal, provided the taxable value in any year does not exceed 50% of the amount of investment shown in the completion information filed in accordance with Act 198 as adjusted by the applicable annual taxable value factor set by the state (*i.e.*, the lesser of the rate of inflation or 5% per year).
2. The company must maintain operations and employment at that site or be replaced by comparably valued improvements for the term of the industrial facilities exemption certificate and at least 2 years after its expiration.
3. The number of new permanent, full-time jobs to be created by the proposed improvements, shall pay industry standard living wages, and include the provision of health and other benefits as provided in subsection 7.D.

4. These conditions will be included in the required agreement. A failure to meet these conditions can result in the City's clawback of all the taxes that would have been paid if the exemption were not approved.
- B. Beginning on December 31, of the first full year of the tax abatement, and then annually thereafter, the industrial facilities exemption certificate holder shall submit a letter to the City certifying that:
1. It is still operating on the project site,
 2. It has created and retained the number of new jobs identified in the original application, that these positions are currently filled, and the compensation provided the employees meets the represented levels,
 3. It is complying with all other terms of the agreement.

This policy was approved by the Wyoming City Council at a regular meeting held on _____, 2024.

ATTACHMENT: Sample Contract

STAFF REPORT

Date: February 27, 2024

Subject: Updated IFT Policy

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: March 4, 2024

Recommendation:

Adopt the updated Industrial Facility Tax (IFT) Policy.

Community, Safety, Stewardship:

The community is enhanced by an IFT policy that encourages new industrial development that prioritizes higher wages and fosters a project that is of significant community benefit.

Discussion:

The City's current policy for Industrial Facility Tax (IFT) exemptions is outdated. Staff reviewed IFT policies from all over the state when crafting the current policy to ensure Wyoming would remain a competitive and desirable community for business investment.

The purpose of granting a tax exemption under 1974 PA 198, MCL 207.551 et seq. ("Act 198"), is to incentivize development on and/or improvements to industrial property that would not be made without the tax exemption. The incentive provides a benefit to the taxpayer for the property that is not enjoyed by that taxpayer's neighbors and competitors, or by city residents. Therefore, such exemptions should be granted when reasonably needed to foster a project that is of significant community benefit.

A revised policy has been created that seeks to update the existing policy while retaining the city's intent of supporting growing and new industries looking to make significant investment in Wyoming. The new policy:

- Ensures the city's policy is in compliance with Act 198.
- More clearly articulates the application process and required materials for the application.
- Provides minimum thresholds of company investment tied to the number of years for a recommended tax abatement. This replaces the antiquated scoring system in the current policy.

- Requires companies to demonstrate that without the IFT abatement, they would not be able to make the proposed investment in the city.
- Better defines annual reporting requirements for companies that receive a tax abatement.

Staff presented the draft policy at the October 2023 work session. Attached to this report is a PowerPoint that addresses the questions raised by Council during that session. Specifically, it provides millage rate information for IFT and non-IFT property tax assessments based on 2023 values.

###

IFT Policy

City Council
March 4, 2024

INDUSTRIAL FACILITY TAX (IFT) EXEMPTIONS

- PA 198 of 1974 provides tax exemptions serving to incentivize a development, redevelopment, or improvement which without the exemption would otherwise not occur.
- Exemptions are granted when needed to foster a project that is of significant community benefit that offsets the loss in tax revenue.

HISTORY OF IFT PRESENTATION TO COUNCIL

- Draft policy presented in October 2023.
- Council asked for examples of application of IFT policy. Specifically there was interest in understanding the property tax capture differential between IFT and non-IFT properties. This information is provided on following slides.

MILLAGE RATES

59.1186

The 2023 real property ad valorem millage rate for a commercial or industrial property is 59.1186.

32.5593

The corresponding real property new facility IFT millage rate is 32.5593, with a difference of 26.5593.

MILLAGE RATES

44.93%

Dividing the difference by the standard millage of 59.1186, new industrial facilities are taxed 44.93% less than already existing facilities.



ECONOMIC BENEFITS OF IFT EXEMPTIONS

- Development, redevelopment, improvement, or expansion of older, blighted, or contaminated properties.
- Creation and retention of significant numbers of jobs paying living wages and benefits.
- Enhancement of City's tax base, especially after termination of exemption.

COMMUNITY BENEFITS OF IFT EXEMPTIONS

- Elimination of nuisances on, or generated by, the subject property.
- Elimination of nonconforming uses of, or structures, on the subject property.
- Encouragement of other development or redevelopment in the vicinity and in the City.
- Improved environmental conditions and outcomes.

EXAMPLE APPLICATION

- The next few slides provide a comparison between two hypothetical companies seeking IFT exemptions.

EXAMPLE COMPANY A

- Company A receives a 4-year abatement on a \$500,000.00 project that creates 4 new jobs (per new sliding scale).
- Without the exemption, the tax bill on their expansion is \$29,559.30 using the 2023 real property millage rate of 59.1186. (\$6,620.20 is city portion)
- If granted an IFT exemption, their tax bill is \$16,279.65 under the new facility IFT millage rate of 32.5593. (\$3,310.10 is city portion)
- Company A's annual savings are \$13,279.65, which will total \$53,118.60 over the course of the 4-year abatement.

EXAMPLE COMPANY B

- Company B receives a 12-year abatement on a \$10,000,000.00 project that creates 20 new jobs (per new sliding scale).
- Without the exemption, the tax bill on their expansion is \$591,186.00 using the 2023 real property millage rate of 59.1186. (\$132,404.00 is city portion)
- If granted an IFT exemption, their annual tax bill will be \$325,593.00 under the new facility IFT millage rate of 32.5593. (\$66,202.00 is city portion)
- Company B's annual savings are \$265,593.00, which will total \$3,187,116.00 over the course of the 12-year abatement.

EXAMPLE COMPANY COMPARISON

Company	“A”	“B”
Projected Investment	\$500,000.00	\$10,000,000.00
Projected New Jobs	4	20
Tax Bill without IFT (<i>City Capture</i>)	\$29,559.30 (\$6,620.20)	\$591,186.00 (\$132,404.00)
Tax Bill with IFT (<i>City Capture</i>)	\$16,279.65 (\$3,310.10)	\$325,593.00 (\$66,202.00)
Annual Savings for Company	\$13,279.65	\$265,593.00
Compounded Savings for Company over Lifetime of IFT	\$53,118.60	\$3,187,116.00
Lost City Tax Revenue over Lifetime of IFT	\$13,240.40	\$794,424.00

INTANGIBLE BENEFITS OF IFT EXEMPTIONS

- The IFT exemptions for Companies A and B ensure that 24 new jobs meeting the Kent County ALICE threshold of a \$19.61 hourly wage are created in Wyoming.
- Both developments will encourage other businesses to develop or redevelop facilities in the surrounding area.
- Company A and Company B will be able to use their additional space to increase their output, benefitting their operation and the community.

INDUSTRIAL FACILITIES TAX EXEMPTION AGREEMENT

This Industrial Facilities Tax Exemption Agreement is made as of [Click or tap here to enter text.](#) between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 28th Street SW, Wyoming, MI 49509-0905 (**City**) and [Click or tap here to enter text.](#), a _____, the address of which is [Click or tap here to enter text.](#) (**Company**).

RECITALS

- A. Under 1974 PA 198, MCL 207.551 *et seq.* (**Act 198**), the City Council of the City of Wyoming (**Council**) may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between City and Company.
- C. This agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. Company filed an application for an industrial facilities tax exemption under Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the **Application**).
- E. Following a public hearing on [Click or tap here to enter text.](#) the Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of [Click or tap here to enter text.](#) years for the property located at [Click or tap here to enter text.](#), in City (the **Site**) conditional upon the parties entering into this agreement (the **Abatement**).
- F. The Council did so based on Company's representations in the Application and with the understanding that doing so would enhance City's employment and tax base as indicated in the Application and as stated at the public hearing which enhancements would exceed the term of the Abatement.

TERMS AND CONDITIONS

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

- 1. Company affirms the statements in the Application and the statements at the public hearing that it will invest not less than [Click or tap here to enter text.](#) in improvements to the Site, that at least [Click or tap here to enter text.](#) new job(s) will be created at the Site, and at least [Click or tap here to enter text.](#) jobs will be retained at the Site as a result of that investment. Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Abatement.
- 2. City is relying upon, and Company agrees City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter Company shall submit a letter to City, stating:
 - A. The number of new jobs projected in the Application to be created and retained at the Site upon the project's completion and the actual number of new jobs created and retained at the Site.
 - B. The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - C. The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - A. City may either:
 - 1. Apply criteria in City's Act 198 Tax Abatement Policy in effect as of the date of this agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that

policy based on Company's actual employment levels at the Site and project costs as stated in the letter, or

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

B. City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

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

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

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

5. Company intends to continue operations within City for the time period at least equal to 2 years beyond the expiration of the term of the Abatement as granted.

A. If, any time during the term of the Abatement or 2 years following the expiration or early termination of the Abatement, City determines based on a Company announcement or other reasonably reliable information that Company is intending to discontinue or substantially curtail its operations at the Site, or City determines that Company has discontinued or substantially curtailed its operations at the Site, or Company no longer employs at the Site the number of employees represented in the Application and in this agreement:

1. The Council may, in its sole discretion, request revocation of the Abatement; and

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

B. If, at any time during the term of the Abatement or 2 years following the expiration or early termination of the Abatement, Company contends in any appeal that the taxable value of its property at the Site should be less Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by Company under Act 198, any letters Company filed with City pursuant to this agreement, or any other statements made by or on behalf of Company in applying for or complying with the terms of the Abatement and this agreement:

1. The Council may, in its sole discretion, request revocation of the Abatement; and

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

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

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

2. Company has substantially complied with all requirements of this agreement, such that Company's failure to comply fully with all requirements was neither willful nor intentional, and City has reasonably received the benefits anticipated from granting the Abatement.

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

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

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

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

CITY OF WYOMING

Click or tap here to enter text.

By: _____
_____, Mayor

By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____, 20__

Date signed: _____, 20__

03/04/2024

CED/NH

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO
SIGN A TRAIL DESIGN CONTRACT WITH AECOM

WHEREAS:

1. The city center project includes phase 1 and phase 2 trails and segment 7 of the phase 2 trails runs from Pinery Park to a Grand Rapids trail along Clyde Park Avenue.
2. Design and construction engineering is needed for that trail segment, a portion of the cost of which is to be paid by a grant administered by the Michigan Department of Transportation.
3. AECOM provided a proposal for those engineering services for an estimated cost not-to-exceed \$336,872.93.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The professional services agreement with AECOM to provide those services is approved in the form accompanying this resolution.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: February 27, 2024
Subject: Approval of AECOM City Center Trail Design Contract
From: Nicole Hofert, Director of Community & Economic Development
Meeting Date: March 4, 2024

RECOMMENDATION:

Adopt the resolution approving and directing the Mayor and City Clerk to sign a contract with AECOM for the design and construction administration of the city center trail connection to Plaster Creek.

COMMUNITY, SAFETY, STEWARDSHIP:

The community will be improved with the creation and addition of new pedestrian and cycling access to key community assets including the City Center and Plaster Creek trail network.

DISCUSSION:

The city has been awarded \$746,592 in Carbon Reduction Program (CRP) funds by GVMC. The CRP funds were allocated to "Trail Segment 7" a city center trail connection to Plaster Creek. The funding is for FY25 and must be bid according to the MDOT bidding schedule with obligation and award by early summer 2025. If the city fails to meet the award deadline, the funding will be lost. It is estimated that this trail will have a construction cost of \$2.0 million.

The design of Trail Segment 7 could not begin until substantial design completion of the trails leading directly to the city center.

Due to the timelines required for the design and construction of this project, the city solicited two proposals from firms that have experience in this field and strong working relationships with MDOT: AECOM and Fishbeck. The city evaluated both proposals and interviewed both firms with an emphasis on having a schedule that would complete the project without jeopardizing the CRP funding.

After a review of the proposals and to meet the necessary timelines to utilize the \$746,592 CRP funding, the city is recommending that council approve a contract with AECOM to complete the design and perform construction administration for Trail 7 for \$336,872.93. AECOM's proposal was not the low contract however the contract included additional items not scoped or fully accounted for in the Fishbeck proposal including for community engagement (\$9,085.65); Material Testing by MTC (\$5,400); and 12 weeks of construction administration (\$58,427.55). Importantly, the proposed schedule also has the project sent to MDOT for bidding in April 2025, several months ahead of the required mid-summer deadline. AECOM is a large, nationally recognized firm with a Grand Rapids office, that has the capacity to meet the required timelines for this project.

BUDGET IMPACT:

The city's ARPA funds, the county ARPA fund grant, and the state appropriation will pay for the project.

		AECOM	Fishbeck
2024 March	(1) Project Kick-off (03/01/24)		(1) Project Kick-off (03/04/24)
	(2) Start Utility Coordination (03/04/24)		
	(3) Start Trail Route Study (03/04/24)		
	(4) Start Survey Field Work (03/08/24)		(4) Start Survey Field Work (03/04/24)
April	-	-	
May	(5) Complete Trail Route Study (05/01/24)		(7) Pre-Preliminary Plans Submittal (05/01/24)
	(6) Community Engagement Meeting #1 (05/15/24)		
June	(7) Pre-Preliminary Plans Submittal (06/30/24)		-
July	(8) ROW Drawings Submittal (07/30/24)		-
August	-		-
September	(9) Preliminary Plans Submittal (09/30/24)		-
October	(10) NEPA Classification Submittal (10/04/24)		(10) NEPA Classification Submittal (10/01/24)
November	(11) MDOT GI Submittal (11/06/24)		-
	(12) Community Engagement Meeting #2 (11/20/24)		
December	(13) MDOT GI Meeting (12/06/24)		-
	(14) Final Plans City Submittal (12/20/24)		
2025 January	(15) Final Plans City Meeting (01/05/25)		-
	(16) Final Property Acquisition Cert to MDOT LAP (01/05/25)		
	(17) Final Bid package to MDOT LAP (01/19/25)		
February	-		(11) MDOT GI Submittal (02/01/25)
March	(18) Project Funding Obligation (07/01/25)		-
April	(19) MDOT LAP Letting Date (04/05/25)		(17) Final Bid package to MDOT LAP (04/01/25)
May	(20) CAD Deliverable for Construction (05/05/25)		-
June	-		(18) Project Funding Obligation (06/01/25)
July	-		(19) MDOT LAP Letting Date (07/01/25)
August	(21) Construction (08/01/25)		-
September	-		-
October	(22) Project Completion (10/31/25)		-

	AECOM	Fishbeck
Design Phase	\$ 187,318	\$ 79,270
Construction Phase	\$ 149,555	\$ 100,970
TOTAL	\$ 336,873	\$ 180,240

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
CITY CENTER PHASE 2 – TRAIL SEGMENT 7

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

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

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

Effective Date means March 5, 2024.

Professional means AECOM Great Lakes, Inc., a Michigan corporation, with an office at 4219 Woodward Ave, Detroit, MI 48201, and a local office at 3950 Sparks Dr SE, Grand Rapids, MI 49546.

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

Proposal means Professional's proposal attached as Exhibit B.

Services or *Work* means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and confirms, Professional is complying with and will comply with the Standard Terms, which have been modified with input from Professional.
4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March __, 2024

Approved as to form:

Scott G. Smith, City Attorney

AECOM Great Lakes, Inc.

By: Michael T. DeVries Digitally signed by Michael T. DeVries
Date: 2024.02.28 16:14:10 -05'00'
Michael T. DeVries, P.E., Vice President

Date signed: March __, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

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

B. Professional, any subcontractor, and all their 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, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

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

4. 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 other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional 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 Professional engages with others on City's behalf, Professional must (i) treat all persons with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*,

speaking English less than very well), Professional will use language assistance services in communications.

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will 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 Professional or of any parent, affiliate, or subsidiary organization 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. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

C. Payment disputes will be resolved as provided in §12. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

9. Taxes. City is generally exempt from federal and 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 separately list amounts added for taxes.

9. Records. Professional will retain copies of all records related to the contract, for 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and

permitted assigns. No other persons are intended to benefit from this contract.

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

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating 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 receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §12.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. Each party shall be responsible for its own costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

13. Professional Liability and Risk Allocation.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. Consistent with the standard of professional care, Professional shall be entitled to rely upon the accuracy of data and information provided by the City without independent review or evaluation.

C. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional employs to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the extent of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance stated under the professional liability insurance provisions of this Contract.

D. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for claims made by persons other than City or City's officers (third party claims) to the extent they arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

D. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

E. City acknowledges that the Professional's documents are not intended for use in connection with any project or purpose other than the project and purpose for which such documents were prepared without prior written consent and adaptation by the Professional. Any reuse of such documents shall be at City's sole risk, and Professional shall have no responsibility or liability therefor.

18. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals 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.
AUTOMOBILE LIABILITY INSURANCE	
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.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
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.
EXCESS/UMBRELLA INSURANCE	
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).
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional 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).

February 15, 2024

Ms. Nicole Hofert, AICP
City of Wyoming
Community & Economic Development
1155 28th Street SW
Wyoming, MI 49509



AECOM Great Lakes, Inc
3950 Sparks Drive SE
Grand Rapids, MI 49546
616-574-8500

**Reference: Proposal for Engineering Services
City Center – Phase 2 – Trail Segment 7**

Dear Ms. Hofert,

AECOM is pleased to submit this proposal for the above referenced project. We understand that the project includes planning, survey, design engineering, MDOT Local Agency Program (LAP) management, National Environmental Policy Act (NEPA) services, construction engineering, inspection, and construction staking services for the proposed City Center - Phase 2 - Trail Segment 7. The initial proposed trail route will start at Grace Christian University heading west to De Hoop Avenue, run north along De Hoop Avenue utilizing Pinery Park Property, turn east at Belfield Street, and improving an existing trail from Michael Avenue to Roos Avenue. At Denwood Avenue the trail will head north and turn east on Burton Street to the Clyde Park Avenue intersection. The trail will stop at the northwest quadrant of Burton Street and Clyde Park Avenue intersection where it will connect to the Plaster Creek trail system. The trail is approximately 1.5 miles long. This project will be a MDOT Local Agency Program (LAP) project. AECOM will be responsible for all MDOT LAP submittals and obtaining City approvals prior to MDOT submittal.

The route described above and attached as an exhibit is the initial proposed route. AECOM will validate the route with the City through a route study that is anticipated to be performed during the first 1 to 3 months of the project. Upon the completion of the route study, the selected route will be presented by AECOM and the City to the community during a community engagement meeting. The community engagement meeting is proposed to be held at Wyoming City Hall, Grace Christian University, or at Pinery Park.

AECOM will proceed into design services with the preferred route option and maintain a schedule to align with funding obligations. AECOM's proposed schedule is provided below and is based on MDOT's Local Agency Programs (LAP) FY 2024 Project Planning Guide, dated June 2023. This schedule will be adjusted when MDOT releases the FY 2025 project planning guide. Funding obligations are FY 2025 June/July. AECOM's proposed schedule is based on an MDOT Letting Date of April 5, 2025. This provides some schedule contingency if the route planning takes longer than anticipated. AECOM will provide all design services required for MDOT LAP approvals, developing the bid package, and will be responsible for MDOT LAP submittals. AECOM will support the City through the MDOT LAP bidding process and assist with any contractor inquiries.

AECOM will support the City with construction engineering, shop drawing review, inspection, material testing, and construction staking during the construction phase of the project. AECOM will provide full-time construction engineering and inspection services required for MDOT LAP projects. Currently AECOM assumes construction to last 12 weeks. Our estimated hours will be adjusted to align with the finalized construction schedule.

Task 1 - Survey

The survey will be full topo pickup along the selected trail route or variation of the trail route with an approximate length of 1.5 miles. Topo will be half ROW width for De Hoop Avenue and Burton Street. Topo will be full ROW width for Denwood Avenue and full width for the existing trail segment. Utility inverts are excluded from topo as utility improvements are not anticipated for this project.

Task 2 - Geotechnical

Please see the attached scope from Materials Testing Consultants (MTC).

Task 3 – NEPA Study and Section 106 Documentation

The project is expected to be classified as a Categorical Exclusion by the MDOT LAP National Environmental Policy Act (NEPA) process; however, a full review will be required to ensure project impacts to environmental resources are limited. The NEPA study will evaluate any impacts the project may have on natural resources, cultural resources, and the human environment. An undermining theme of NEPA is avoidance, minimization, and mitigation. Stressing avoidance as much as possible during plan development will support the accelerated schedule this project requires. To that end, identifying resources early in development will be critical.

A Rare Species Review will be requested from the Michigan Natural Features Inventory and an official species list requested from the U.S. Fish and Wildlife Service (USFWS) early in our work plan. Obtaining these results early will be critical to maintaining the accelerated schedule by allowing adequate time to schedule any necessary field surveys during the 2024 season. For all species, AECOM will recommend measures that will limit impacts to listed species that may exist in the project area.

Section 106 of the National Historic Preservation Act of 1966 also falls within the NEPA review process. The proposed work will likely require a full Section 106 application be submitted to MDOT. AECOM has archaeologists and architectural historians on staff that routinely coordinate closely with MDOT cultural resources staff and are familiar with the processes. AECOM cultural resources staff that meet Secretary of the Interior Professional Qualifications Standards will prepare and submit the Section 106 application to MDOT as early as possible to ensure adequate time for MDOT's review, tribal coordination, and to determine if cultural resources field survey will be required. If deemed necessary, AECOM will conduct a combined above-ground reconnaissance and intensive-level survey in accordance with the *MDOT Work Specifications for Survey of Above-Ground Cultural Resources*, and National Park Service and Michigan State Historic Preservation Office (SHPO) standards and guidelines. AECOM will also conduct a Phase I archaeological field reconnaissance survey of the proposed Limits of Disturbance if deemed necessary by MDOT. The archaeological investigations will conform to the guidelines of the *MDOT Work Specifications for Phase Ia Archaeological Site Identification Surveys*. Both surveys will include research, fieldwork, and evaluation of potential historic resources within the survey area to determine National Register of Historic Places eligibility.

The project partially falls within the Plaster Creek watershed which is subject to a Total Maximum Daily Load for sediment. AECOM will design the trail such that sediment loading will be minimized by treating runoff onsite to the extent possible and in accordance with the City of Wyoming's Municipal Separate Storm Sewer (MS4) permit.

MDOT guidelines suggest that public involvement may also be required as part of the NEPA process due to certain project activities. Right-of-Way acquisition may be required and work within environmental justice communities may necessitate public involvement.

The results of the NEPA study will be compiled on an MDOT Local Agency Environmental Clearance Form (MDOT Form 5323). Mapping supporting the presence/absence of resources will be attached for all resources reviewed through the process. In addition to historic resources and protected plant and animal species, the NEPA evaluation will also investigate public recreational facilities that are subject to Section 4(f) of the U.S. Department of Transportation Act of 1966, sites of environmental contamination that may affect the project during construction, and the presence of environmental justice populations that may be affected by the proposed project. The completed 5323 form will be submitted to MDOT for review at least six months in advance of the scheduled letting date.

Assumptions

1. Formal consultation with the USFWS will not be required.
2. The archaeological survey area will measure approximately 1.5 miles in length by 25 feet in width.
3. Archaeological fieldwork will involve hand excavation of no more than 15 shovel tests.
4. No archaeological sites will be identified as a result of the fieldwork.
5. Reconnaissance/Intensive survey of above-ground historic resources will include no more than 50 individual properties more than 40 years old and no more than one historic district.
6. Field testing of potential contaminated sites will not be necessary.
7. Hours have been estimated based on the attached Route 2 option. This assumes trail is on-street/within the existing paved roadway for Belfield Street, Denwood Avenue, and Burton Street.

Task 6 – Utility Coordination

AECOM will prepare plans and use the MISSDIG system to request Utility Company information for their facilities within the project area. The provided utility information will be added to the plans and a utility coordination matrix with color coded plans will be prepared and used to track identified conflicts and associated resolutions. A utility meeting will be held as needed. AECOM will coordinate with the utility companies on necessary relocations. If in conflict, timely relocations by the utility companies will be critical to moving construction forward.

Task 7 – Pre-Preliminary Plans

The route study will be performed during the pre-preliminary plans phase. AECOM will lead one community engagement meeting during this phase.

Incorporating the information obtained from the above tasks, we will prepare the pre-preliminary plan set (30%). This submittal will include items such as the typical cross sections, removal and construction plans, and construction staging concepts. This submittal will present base design and any options for critical items to be discussed and resolved. Information will be submitted to the City for review and a meeting to discuss comments will be held if required.

Task 8 – Preliminary Plans

Incorporating the information obtained from the above tasks, we will prepare the preliminary plan set (80%) in accordance with the City and MDOT requirements. This submittal will include items such as the typical cross sections, SESC measures, removal, construction, profile plans, construction staging plans including any temporary signal staging plans, materials/quantities, and details. AECOM will prepare the materials needed for any permits required for this project. A draft proposal and preliminary updated cost estimate will also be prepared and submitted. These will be submitted to the City for review and a meeting to discuss comments will be held if required. MDOT GI submittal will be performed at the end of this phase.

Task 9 – Final Plans and Proposal

Comments from the City and MDOT from the Preliminary Plan and MDOT GI submittals and review will be incorporated. AECOM will develop the final plans submittal, including the plan set, proposal, and cost estimate.

Task 10 – Bid Package

AECOM will address City and MDOT comments on the final plans, proposal, and estimate. AECOM will submit to MDOT, for their final packaging for advertisement.

Task 11 – ROW

Existing ROW will be confirmed from Kent County information and City provided information. If there are any Consent to Grades or ROW acquisitions, AECOM has included up to 6 properties to prepare the drawing and legal descriptions that are required for the City and Land Matters to obtain it. Exhibits are assumed to be 1 page. Additional exhibits will be \$250.00 per exhibit.

Task 12 – Final Deliverables

AECOM will submit the Final Deliverables to MDOT for advertisement. The Final Deliverables will include the plans, proposal, cost estimate, Civil 3D cad files, related electronic files, and correspondence.

Task 13 – Construction/Shop Drawing Review

This priced proposal includes effort for shop drawing review, bid tabulation, and a limited number of Contractor requests for information (RFI).

Task 14 – Construction Engineering and Inspection

AECOM will provide construction engineering, inspection, materials testing, and construction staking services. AECOM assumes a 12-week period of construction. Inspection hours are based on an assumed 55 hours per week schedule. AECOM will lead a pre-construction meeting as well as weekly progress meetings. A MDOT certified office technician will track all project materials, pay items, create contract modifications, create pay estimates, review certified payrolls, and utilize MDOT's FieldManager program. AECOM will provide record plans from AECOM and contractor as-built information.

Construction staking is provided as part of our Construction Engineering services. We have assumed up to 14 trips and one set of offsets. Re-staking will be at the contractor's expense. The contractor will be charged at \$125 per stake or \$900 daily rate.

AECOM has partnered with Material Testing Consultants (MTC) to provide material testing services. See attached scope from Soils and Structures.

Schedule

We anticipate that the following schedule can be maintained:

Notice To Proceed	March 1, 2024
Start Utility Coordination	March 4, 2024
Start Trail Route Study	March 4, 2024
Start Survey Field Work	March 8, 2024
Complete Trail Route Study	May 1, 2024
Community Engagement Meeting #1	May 15, 2024
Pre-Preliminary Plans Submittal	June 30, 2024
ROW Drawings Submittal	July 30, 2024
Preliminary Plans Submittal	September 30, 2024
NEPA Classification Submittal	October 4, 2024
MDOT GI Submittal	November 06, 2024
Community Engagement Meeting #2	November 20, 2024
MDOT GI Meeting	December 06, 2024
Final Plans City Submittal	December 20, 2024
Final Plans City Meeting	January 05, 2025
Final Property Acquisition Cert to MDOT LAP	January 05, 2025
Final Bid package to MDOT LAP	January 19, 2025
MDOT LAP Letting Date	April 05, 2025
Project Funding Obligation	June/July 2025
CAD Deliverable for Construction	May 5, 2025
Construction	Summer/Fall 2025

- Schedule is based on MDOT LAP FY 2024 project planning guide and will be updated when MDOT releases the FY 2025 project planning guide.
- AECOM will set up biweekly progress meetings with the City staff.

Derivation of Cost Design Fees

Derivation of Cost estimates and Task Hour Breakdowns are attached. The total estimated cost, not to exceed project is **\$336,872.93**.

Design Services:	\$176,617.83
Construction Services:	\$116,855.10
Construction Material Testing:	\$29,400.00
<u>Direct Expenses:</u>	<u>\$14,000.00</u>
Total:	\$336,872.93

Project Billing Schedule

The project will be billed monthly with the following Not to Exceed amounts at these milestones.

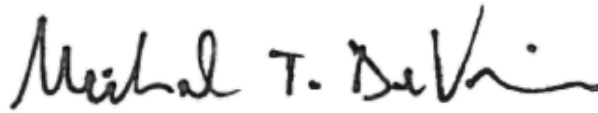
Milestone Submittal	Not to Exceed
Preliminary Plan Submission	70% of contract
Final Plan Submission	95% of contract
Final Project Closeout	100% of contract

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,



Chad Van Soelen, PE
Project Manager
AECOM Great Lakes, Inc
616-460-0745
Chad.vansoelen@aecom.com



Mike DeVries, PE
Vice President
AECOM Great Lakes, Inc
616-813-7529
mike.devries@aecom.com

DERIVATION OF TOTAL PROJECT COSTS

PROJECT DESCRIPTION:

Wyoming - City Center - Trail Segment 7

CONSULTANT NAME:



AECOM Great Lakes, Inc.

SUMMARY OF DIRECT LABOR DESIGN SERVICES

CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
Project Manager 1	1	63	x	\$ 209.15	=	\$ 13,176.45
QA/QC Manager 1	2	28	x	\$ 158.17	=	\$ 4,428.76
Project Engineer 3	3	65	x	\$ 156.23	=	\$ 10,154.95
Project Engineer 2	4	449	x	\$ 145.77	=	\$ 65,450.73
Project Engineer 1	5	395	x	\$ 119.58	=	\$ 47,234.10
CADD/Designer 1	6	220	x	\$ 90.52	=	\$ 19,914.40
Sureveyor 3	7	132	x	\$ 123.17	=	\$ 16,258.44
		Total Hours:		<u>1352</u>		Total Labor \$ 176,617.83

* Rates include labor, overhead, and profit

SUMMARY OF DIRECT LABOR CONSTRUCTION SERVICES

CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
Project Manager 1	1	14	x	\$ 209.15	=	\$ 2,928.10
Construction Engineer	2	56	x	\$ 205.00	=	\$ 11,480.00
Construction Inspector	3	740	x	\$ 96.25	=	\$ 71,225.00
Office Technician	4	112	x	\$ 75.00	=	\$ 8,400.00
Project Engineer 1	5	50	x	\$ 119.58	=	\$ 5,979.00
CADD/Designer 1	6	50	x	\$ 90.52	=	\$ 4,526.00
Sureveyor 3	7	100	x	\$ 123.17	=	\$ 12,317.00
		Total Hours:		<u>1122</u>		Total Labor \$ 116,855.10

* Rates include labor, overhead, and profit

SUMMARY OF DIRECT EXPENSES:

Items	Quantity	@	Unit Price	Unit	=	Item Price
Truck Rental (Survey)	25.00	@	\$ 85.000	Day	=	\$ 2,125.00
Survey Equipment	25.00	@	\$ 75.000	Day	=	\$ 1,875.00
Car Rental (includes fuel)	100.00	@	\$ 70.000	Day	=	\$ 7,000.00
Printing, Supplies, etc	3,000.00	@	\$ 1.000	Dir	=	\$ 3,000.00
					Total Other Direct Expenses	\$ 14,000.00

permit application fees assumed to be paid by the city. AECOM will pay if city agrees to reimbursement.

SUMMARY OF SUBCONSULTANTS COSTS:

MTC - Construction Materials Testing	Total Sub Costs	\$ 29,400.00
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TOTAL COSTS \$ 336,872.93

SUMMARY OF HOURS BY TASK - AECOM DESIGN SERVICES:											
Task	Task Description	Project Manager 1	Project Manager 2	Project Engineer 1	Project Engineer 2	Project Engineer 3	Project Engineer 4	Project Engineer 5	Project Engineer 6	Project Engineer 7	Project Engineer 8
1	Survey	0	0	0	0	0	0	0	0	0	0
2	Site Visit, Recon, Soils, etc. (see construction LA Management)	0	0	0	0	0	0	0	0	0	0
3	LEAP Construction	0	0	0	0	0	0	0	0	0	0
4	Construction Plans	12	0	0	0	0	0	0	0	0	0
5	Construction Management	4	0	0	0	0	0	0	0	0	0
6	Construction Management	4	0	0	0	0	0	0	0	0	0
7	Construction Management	0	0	0	0	0	0	0	0	0	0
8	Construction Management	0	0	0	0	0	0	0	0	0	0
9	Construction Management	0	0	0	0	0	0	0	0	0	0
10	Construction Management	0	0	0	0	0	0	0	0	0	0
TOTAL - DESIGN SERVICES											1122
SUMMARY OF HOURS BY TASK - AECOM CONSTRUCTION SERVICES:											
Task	Task Description	Project Manager 1	Construction Engineer	Construction Inspector	Office Technician	Project Engineer 1	Project Engineer 2	Project Engineer 3	Project Engineer 4	Project Engineer 5	Project Engineer 6
1	10 weeks 50 hr per week	0	0	0	0	0	0	0	0	0	0
2	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
3	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
4	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
5	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
6	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
7	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
8	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
9	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
10	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
11	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
TOTAL - CONSTRUCTION											1122
TOTAL - PROJECT											2244

SUMMARY OF HOURS BY TASK - Revision 1

Wyoming - City Center - Trail Segment 7

PROJECT DESCRIPTION

CORREL PARTNAME



AECOM Great Lakes, Inc.

SUMMARY OF HOURS BY TASK - AECOM DESIGN SERVICES:

Task	Task Description	Project Manager 1	Project Manager 2	Project Engineer 1	Project Engineer 2	Project Engineer 3	Project Engineer 4	Project Engineer 5	Project Engineer 6	Project Engineer 7	Project Engineer 8
1	Survey	0	0	0	0	0	0	0	0	0	0
2	Site Visit, Recon, Soils, etc. (see construction LA Management)	0	0	0	0	0	0	0	0	0	0
3	LEAP Construction	0	0	0	0	0	0	0	0	0	0
4	Construction Plans	12	0	0	0	0	0	0	0	0	0
5	Construction Management	4	0	0	0	0	0	0	0	0	0
6	Construction Management	4	0	0	0	0	0	0	0	0	0
7	Construction Management	0	0	0	0	0	0	0	0	0	0
8	Construction Management	0	0	0	0	0	0	0	0	0	0
9	Construction Management	0	0	0	0	0	0	0	0	0	0
10	Construction Management	0	0	0	0	0	0	0	0	0	0
TOTAL - DESIGN SERVICES											1122
SUMMARY OF HOURS BY TASK - AECOM CONSTRUCTION SERVICES:											
Task	Task Description	Project Manager 1	Construction Engineer	Construction Inspector	Office Technician	Project Engineer 1	Project Engineer 2	Project Engineer 3	Project Engineer 4	Project Engineer 5	Project Engineer 6
1	10 weeks 50 hr per week	0	0	0	0	0	0	0	0	0	0
2	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
3	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
4	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
5	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
6	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
7	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
8	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
9	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
10	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
11	1 week 40 hr per week	0	0	0	0	0	0	0	0	0	0
TOTAL - CONSTRUCTION											1122
TOTAL - PROJECT											2244

Supporting Documents

**Local Agency Programs (LAP)
FY 2024 Project Planning Guide
June 2023**

	LOCAL AGENCY SUBMITS ITS SECTION 106 and NEPA DOCUMENTATION (MDOT FORM 5323) TO LAP ENVIRONMENTAL, 2-6 MONTHS BEFORE GI SUBMITTAL DATES SHOWN ARE APPROXIMATELY 4 MONTHS PRIOR TO GI SUBMITTAL DATES	FOR BRIDGE PROJECTS, LOCAL AGENCY SUBMITS TYPE, SIZE, AND LOCATION (TS&L) DOCUMENTS WHEN REQUIRED, TO LAP	LOCAL AGENCY SUBMITS ITS ACCEPTABLE GRADE INSPECTION (GI) DOCUMENTS TO LAP	APPROXIMATE GRADE INSPECTION (GI) MEETING DATE	LOCAL AGENCY SUBMITS ITS FINAL PROPERTY ACQUISITION CERTIFICATION (ATTACHMENT B)	LOCAL AGENCY SUBMITS COMPLETE BIDDABLE PACKAGE TO LAP	LAP FORWARDS FINAL BID PROPOSAL PACKAGE TO SPECS & ESTIMATES	LETTING DATE
<p>LA begins Project Design, requests ProjectWise (PWZ) folders, contacts LA Environmental for Section 106 consultation, prepares NEPA Form 5323 and documents, and places them in PWZ between 2 and 6 months before GI submittal.</p> <p>LA also begins utility notification and coordination, coordination with railroads if applicable, coordination with MDOT for traffic and pedestrian signal work, permit application, property acquisition, etc.</p>	04/10/23	04/10/23	05/15/23	05/14/23	07/14/23	07/28/23	08/18/23	10/06/23
	05/09/23	05/09/23	06/12/23	07/12/23	08/11/23	08/25/23	09/15/23	11/03/23
	06/05/23	06/05/23	07/10/23	08/09/23	08/01/23	09/15/23	10/13/23	12/01/23 *
	07/03/23	07/03/23	08/07/23	09/06/23	08/29/23	10/13/23	11/10/23	01/05/24 *
	07/24/23	07/24/23	08/28/23	09/27/23	10/27/23	11/10/23	12/08/23	02/02/24
	08/28/23	08/28/23	10/02/23	11/01/23	12/01/23	12/15/23	01/12/24	03/01/24
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	01/29/24	01/29/24	03/04/24	04/03/24	05/03/24	05/17/24	06/14/24	08/02/24
	03/04/24	03/04/24	04/08/24	05/08/24	06/07/24	06/21/24	07/19/24	09/06/24
	04/01/24	04/01/24	05/06/24	06/05/24	07/05/24	07/19/24	08/16/24	10/04/24
04/29/24	04/29/24	05/03/24	07/03/24	08/02/24	08/16/24	09/13/24	11/01/24	

Please Note:

* Local Agencies should consider using the Advance Construct funding option for projects in these lettings, for cases where Federal obligation authority is not available early in the fiscal year.

** Date adjusted for holiday (not applicable this fiscal year)

LAP cannot guarantee that projects submitted late in the fiscal year will be obligated before the end of the current fiscal year. This may result in loss of funds for that fiscal year.

Dates shown for Section 106 and NEPA document submittal are generally 4 months before Grade Inspection (GI) submittal. However LAP recommends NEPA submittal 2-6 months before GI submittal

All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a TS&L submittal.

For projects that may require an Environmental Assessment (EA), submit the EA document to the MDOT LAP-ENVIRONMENTAL UNIT at least one year prior to submitting the GI documents

For projects which FHWA has identified for Risk Based Project Involvement, submit GI documents and Complete Biddable Package to LAP at least two weeks prior to the dates shown.

See the attached guidance document, "Local Agency Program (LAP) Project Planning Guidance"

updated 06/29/23



MATERIALS TESTING CONSULTANTS

February 16, 2024
Proposal No. 18011Rev1

AECOM
3950 Sparks Dr SE
Grand Rapids, Michigan 49546

Attention: Chad Van Soelen, P.E.
Senior Associate, Project Manager

Reference: Revised Proposal for Geotechnical Engineering and
Construction Materials Testing Services
City Center Phase 2 - Trail 7
Wyoming, Michigan

Dear Mr. Van Soelen:

In response to your RFP received by email on February 7, 2024, and follow up conversations, Materials Testing Consultants is pleased to submit this revised proposal for providing a geotechnical investigation and engineering services and construction material testing. A description of the geotechnical and construction materials scope of service and associated fees are provided herein.

PROPOSED PROJECT DESCRIPTION

The proposed project will consist of the improvement and extension of an existing trail. The proposed trail will be approximately 1 mile long starting on Grace University's campus and ending at a planned future connection to Plaster Creek Trail.

~~GEOTECHNICAL SCOPE OF SERVICE~~

~~A total of 12 hand auger borings are proposed, 5 of which include pavement coring on Burton Street and Denwood Avenue, with boring depths of 5 ft for a total drilling footage of 60 ft. For the pavement core a control on Burton Street will include a right lane closure (with traffic cones) while the pavement coring will be accomplished using a hand auger machine and the hand augers will be accomplished using a 3¼ inch bucket. Utilizing hand auger equipment may result in shallow refusal due to high groundwater or obstructions. We will be prepared to make 1 additional attempt, if necessary, should shallow refusal occur.~~

AECOM HAS EXCLUDED FROM SERVICES AT THE CITY'S REQUEST. CITY WILL CONTRACT DIRECTLY WITH ITC FOR ANY NEEDED SOIL BORINGS

800.968.8378

Corporate
693 Plymouth Ave NE
Grand Rapids, MI 49505

Mid Michigan
2855 Jolly Road
Okemos, MI 48864

Southeast Michigan
253 Dino Drive, Suite B
Ann Arbor, MI 48103

mtc-test.com



The test drilling will be performed Monday through Friday during normal business hours. Our client has or will obtain permission for MTC's right-of-entry onto private property as required to access the boring locations.

The boreholes will be backfilled with soil cuttings generated during the drilling process and patched with asphalt coldpatch, where appropriate. Due to potential environmental handling restrictions, any excess soil cuttings will not be removed from the site by MTC. Special onsite disposal requests may incur an additional charge.

Core/Hand Auger Schedule: 12 at 5 ft

Field Engineer: Site reconnaissance, stake and log borings, maintain traffic control, perform pavement investigation, estimate boring elevations, obtain GPS coordinates

Borings Staked By: MTC engineer

Utility Clearance By: Miss Dig and Owner

MTC will coordinate public utility staking through the Miss Dig system prior to mobilization. Miss Dig, however, will not mark privately-owned underground utility lines and it is understood that the Owner will be responsible for the location of these lines to our arrival. MTC will not be responsible for the location of these lines located and marked. As-built utility plans of the site and utility locations should be provided to assist in the location of these lines. Final confirmation provided by the Owner that staking is complete. If the Owner is unable to locate private utilities, MTC is capable of exploring, but not necessarily finding their locations, using ground penetrating radar (GPR), electromagnetic (EM) equipment and/or vacuum excavation services at an additional cost. Any requested site meetings by the Owner, client or utility companies/stakers to facilitate utility clearance is outside the proposed fee and will be billed on a T&M basis.

AECOM HAS EXCLUDED FROM SERVICES AT THE CITY'S REQUEST. CITY WILL CONTRACT DIRECTLY WITH ITC FOR ANY NEEDED SOIL BORINGS

An MTC engineer will establish the boring elevations at the time of our reconnaissance. The recovered soil samples will be reviewed by an MTC engineer and classified by the methods of ASTM D2488. Calibrated penetrometer tests will be performed on samples of cohesive soil to approximate the unconfined compressive strength. A geotechnical report will be prepared summarizing the encountered conditions and providing pertinent geotechnical recommendations for the proposed trail pavement subgrade.



~~Geotechnical Fees~~

~~We have estimated a fee on the order of \$6,200 itemized as follows:~~

- ~~• Field Engineering \$3,950~~
- ~~• Traffic Control Allowance \$ 750~~
- ~~• Engineering and report preparation \$1,500~~

Should a data submittal containing a boring location plan and boring logs be desired in lieu of a geotechnical report with recommendations, we anticipate a \$750 deduction can be applied to the above fees.

The estimated fee is unrestricted access submitted monthly based on the attached fee schedule.

AECOM HAS EXCLUDED FROM SERVICES AT THE CITY'S REQUEST. CITY WILL CONTRACT DIRECTLY WITH ITC FOR ANY NEEDED SOIL BORINGS

drilling through normal subsurface conditions. Environmental contamination, marginal soil conditions, underground obstructions, rubble, concrete, cobbles, boulders or other difficult drilling conditions, or crew access or standby time are outside of the estimated fee. We should be informed in writing of any environmental conditions that may be present. Rutting of the ground surface may occur. Our general conditions are attached.

CONSTRUCTION MATERIALS TESTING SCOPE OF SERVICE

Based on a 12-week work schedule, we have considered that materials testing services would be needed every other day for either soil density, HMA density, or concrete testing for a total of 36 half-days of field work. In addition to field work, we assume that throughout the project our laboratory would be testing 4 HMA samples and would run 2 soil proctors for maximum density.

Construction Materials Testing Fees

Based on the above assumptions, we estimate a cost for materials testing services of \$29,400 for this project.



We look forward to providing these services on this project. Should you have any questions or wish to proceed, please contact our office at your convenience.

Sincerely,

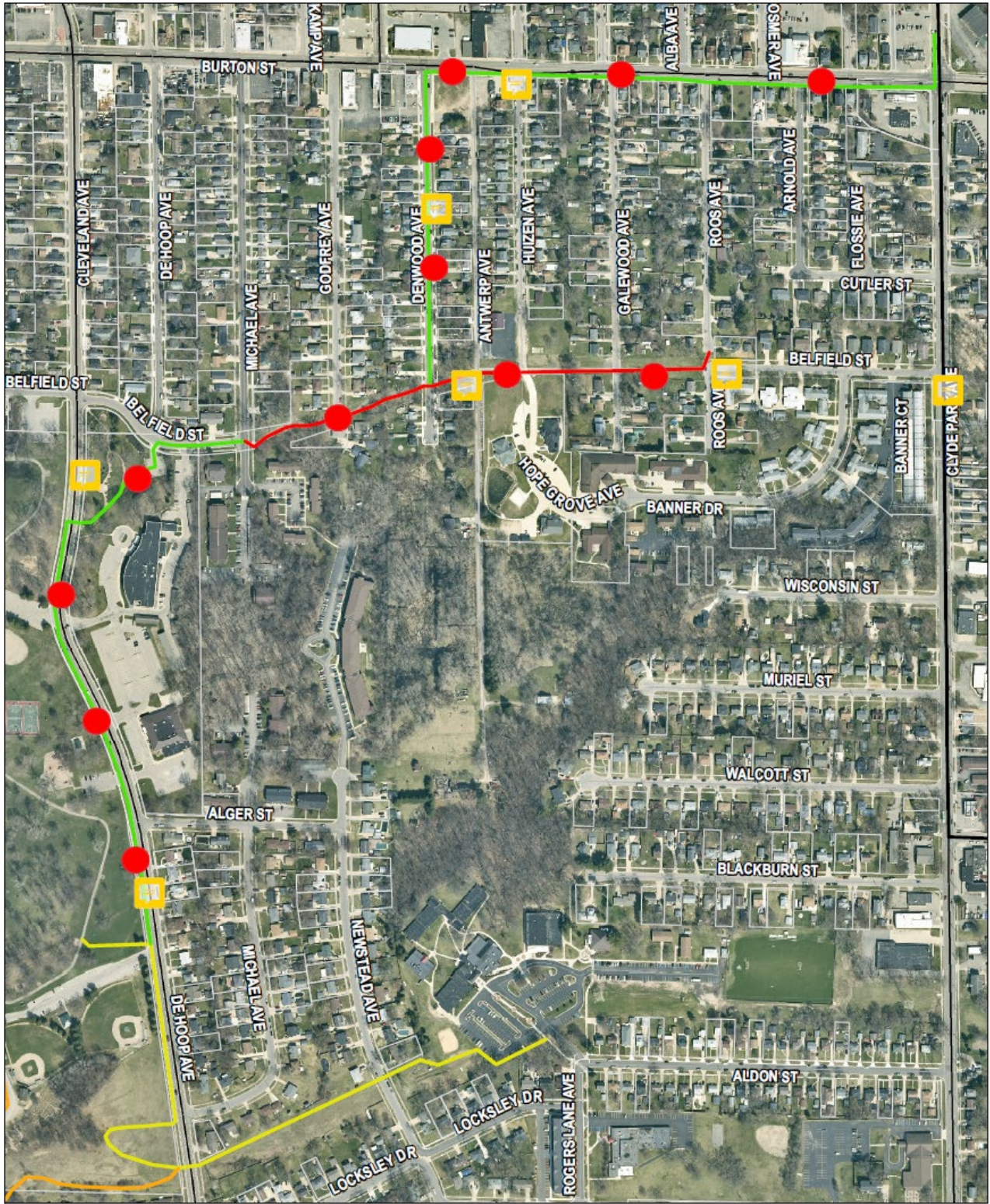
MATERIALS TESTING CONSULTANTS, INC

Chelsea L. Kennedy, E.I.T.
Assistant Project Engineer

Daniel M. Nevins, P.E.
Assistant Project Engineer

Jonathan E. O'Brock, P.E.
Project Manager

Atts: Proposed Boring Location Plan
Fee Schedule
General Conditions



0 500 1,000 Feet

- Existing City Center Trail
- Proposed City Center Trail
- Existing Trail
- Proposed Trail 7



FEE SCHEDULE

PERSONNEL

Principal	\$245/hr	SST Technician III	\$135/hr
Sr. Project Manager	\$210/hr	SST Technician II	\$125/hr
Project Manager	\$185/hr	SST Technician I	\$115/hr
Sr. Proj Eng/Geol/Env Professional	\$175/hr	Technician IV	\$115/hr
Project Eng/Geol/Env Professional	\$160/hr	Technician III	\$95/hr
Asst Proj Eng/Geol/Env Professional	\$150/hr	Technician II	\$85/hr
Sr. Staff Eng/Geol/Env Professional	\$140/hr	Technician I	\$75/hr
Staff Eng/Geol/Env Professional	\$125/hr	Project Assistant	\$70/hr
Field/Lab/SST Manager	\$150/hr		

Minimum charge for field assignment is four hours per trip. Overtime is 1.5 times standard rate. Overtime is time worked prior to 8:00 a.m., after 4:30 p.m., more than eight hours per day or Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and is charged at the appropriate level required.

OTHER

Mileage	\$0.90/mile	Per diem - meals (overnight)	\$70/day
Vehicle (Local Use)	\$75/day	Direct reimbursable expenses	Cost+15%

EQUIPMENT (Daily Rates unless otherwise indicated)

Geo-Environmental

Bailer	\$35/ea
Earth Resistivity	\$450
Four Gas Monitor	\$115
GPS	\$160
Ground Penetrating Radar (GPR)	\$840
Electromagnetic Locating Tool	\$170
TEXAMe Pressuremeter	\$3885/wk
Low Flow Pump	\$525
Photo-Ionization Detector	\$225
Slope Inclinometer	\$450
Turbidity Meter	\$80
Water Level Meter	\$70
Vane Shear Test Apparatus	\$155
Plate/Pile Load Test Equipment	\$670
Drone	\$225
Vapor Pin Kit (day rate + \$6/point)	\$225
Gas Vapor Probe Kit	\$57
Groundwater Sampling Filters	\$21

SST

Infrared Camera	\$260
Magnetic Particle Equipment	\$95
SFRM Cohesion/Adhesion Kit	\$75/ea
Skidmore® Bolt Tension Calibrator	\$185
Torque Multiplier	\$160
Torque Wrench	\$130
Ultrasonic Equipment	\$190
UT Thickness Gauge	\$190
Positector Paint Thick (Metal Substr)	\$105
Positector Paint Thick (Non-Metal Substr)	\$260

CMT

Anchor Bolt Pull Off Tester	\$315
Avongard Crack Monitor	\$70/ea
Coring Machine	\$230
Bit Charge	\$10/in
Concrete Surface Moisture Gauge	\$145
Floor Profiler	\$315
Floor Moisture Vapor Kit	\$70/ea
Load Cell	\$380
Maturity/Temperature Sensor	\$135
Nuclear Density Gauge	\$80
Pile Echo Tester	\$225
Portable Beam Flexural Strength	\$190
Positest Adhesion Tester	\$260
Adhesion Dolly	\$14/ea
Relative Humidity Kit, F2170	\$155/plug
Roughness	\$250
Slip Resistance	\$250
Schmidt Hammer	\$260
Windsor Probe	\$260
Windsor Probe Charge Set	\$105/set

Asbestos

Air Sampling Equipment	\$105
Bulk Sampling Equipment	\$90

Safety

Traffic Sign	\$70
Arrowboard	\$210
Safety Cone	\$11



FEE SCHEDULE

LABORATORY (Rate per sample unless otherwise indicated)

Hourly rate for special testing \$260/hour

Geotechnical

Modified/Standard Proctor, D1557, D698	\$260
Proctor – method C, 6" mold, add	\$100
Relative Density (Max/Min Index Density), D4253, D4254	\$575
Sieve Analysis and LBW, D6913, D1140	\$220
Grain Size Distribution, Hydrometer, D422, D7928	\$275
Specific Gravity, D854	\$160
Atterberg Limits, D4318	\$135
Soil pH, D4972	\$95
Organic Content/Loss on Ignition, D2974	\$160
Total Porosity, D854, D2216, D7263	\$180
Density & Moisture, D2216, D7263	\$65
Natural Moisture, D2216	\$32
Percent Solids	\$150
Shelby Tube - Visual Classification, D2488	\$110
Shelby Tube - Extrusion, D2488	\$65
California Bearing Ratio (per pt), D1883	\$505
Direct Shear (up to 3 pts), D3080	\$1050
Unconfined Compression, D2166	\$110
Triaxial UU (1 point), D2850	\$420
Triaxial CU (up to 3 pts), D4767	\$1995
Triaxial CD (up to 3 pts), D7181	\$2415
Laboratory Vane Shear, D4648	\$155
Consolidation, D2435, Method B	\$840
Permeability – Constant Head, D2434	\$365
Permeability – Fall. Head, EM 1110-IV-1906	\$395
Permeability – Flex Wall, D5084	\$630
Permeant Interface Device, D7100	\$300
Remolding of Samples, add	\$105
Soil Resistivity, G187	\$365
Paint Filter Test, EPA 9095B	\$210
Thermal Resistivity, D5334	\$1155

Rock Core

Hardness by Rebound Hammer, D5873	\$260
Unconfined Compression, D7012	\$285
Unconfined Compression w/ Strain, D7012	\$470
Unconfined Comp. w/ Poisson Ratio, D7012	\$735
Slake Durability Index, D4644	\$335
Point Load Strength, D5731	\$180
Indirect Tensile (per pt), D3967	\$115

Masonry

Grout Prism Compression, per prism, C1019	\$105
Hyd. Cement Cube Compression, per cube, C109	\$42
Comp. of Concrete Block Prisms, per block, C1314	\$420
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$260
Compression of Concrete Block, per block, C140	\$235
Brick Comp. Strength, Abs. Saturation, IRA, Efflorescence, set of 15, C67	\$1155

Aggregates

Sieve Analysis and LBW, C136, C117, MTM 108, 109	\$220
Deleterious Materials, MTM 110	\$145
Percent Crushed, MTM 117	\$95
Soundness, C88	\$1050
L.A. Abrasion, C131	\$630
Specific Gravity + Absorption, C127	\$315
Specific Gravity + Absorption, C128	\$345
Unit Weight, dry-rodded, C29	\$260
Organic Impurities in Fine Aggregate, C40	\$235
Sand Equivalent Value, D2419	\$575
Fine Aggregate Angularity, MTM 118	\$235
Angularity Index, C1252	\$235
Flat and Elongated Particles, D4791	\$185

Concrete

Concrete Compression, per cylinder, C39	\$23
Cylinder Molds (cyls. not molded by MTC)	\$7
Core Compression, C42	\$90
Shotcrete cores (cut/comp. or spare), C1140	\$115
Splitting Tensile Strength, C496	\$115
Beam Flexure, C293, C78	\$125
Shrinkage Test, C157 mod	\$630
Concrete Core Absorption, C642	\$125
Alkali Silica Reactivity (ASR), C1567, C1260	\$945

Bituminous Mixtures

Marshall Stability and Flow, per plug, D6927	\$260
Bulk Specific Gravity, per plug/core, D2726	\$160
Molding Marshall Plugs, per plug, D6926	\$115
Theoretical Maximum Density (Rice), D2041	\$285
Molding Gyrotory Plugs, per plug, D6925	\$210
Moisture Content, D1461	\$115
Preparation of Bituminous Core	\$45
Mix Verification (extract, sieve, LBW, crush), MTM 325, 108, 109, 117	\$470
Core Thickness, per core, D3549	\$55

Steel

Fireproofing Density Test, AWC1 Manual 12-A	\$105
Side Bends – Machine/bend, E190	\$250
Face/Root Bends – Machine/bend, E190	\$250
Tensile, Ultimate, A370	\$260
Yield with Deflective Curve	\$80
Elongation, Reduction in Area, A370	\$105
Jack Calibration	\$840

Pipe

ABS Truss Pipe Test, 8" – 15" dia., D2680	\$285
PVC Pipe Test, 6" – 8" dia., D3034	\$335

This Fee Schedule is confidential. Any distribution or reproduction without prior consent of MTC is prohibited.

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FEE SCHEDULE

TEST DRILLING

	<u>Air Knife, Vacuum Excavator</u>	<u>CME45 Truck, CME55Track, Geoprobe 7822/6620</u>	<u>Acker Renegade Track, 2060 CPT</u>	<u>Sonic Geoprobe, Marshmaster</u>	<u>Skid Steer</u>
Mobilization/Demobilization Within 30-mile radius	\$630	\$790	\$840	\$1150	
Mobilization/Demobilization Outside 30-mile radius/mile/one-way	\$21	\$26	\$28	\$29	
Crew rate for special testing, borehole grouting, well construction, access, cleanup, standby, water hauling, decontamination	\$315/hr	\$370/hr	\$390/hr	\$525/hr	\$470/day

Drill crew time is charged if soft ground conditions, wooded areas, or other site restraints are encountered.

Test Drilling and Sampling (Rate per lineal foot unless otherwise indicated)

HSA/Rotary, Normal soil conditions (N<60), 5 ft interval SPT	\$21
HSA/Rotary, Difficult soil conditions (N>59, rubble or cobbles), 5 ft interval SPT	\$34
HSA/Rotary, Drilling surcharge for 50 to 75 ft depth	\$24
HSA/Rotary, Drilling surcharge for 75 to 100 ft depth	\$29
NX Rock Coring, D2113	\$105
Rock Core Setup Fee	\$370/boring
Extra SPT samples, D1586	\$47/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	\$105/attempt
Drilling through concrete or brick at surface (less than 10" thick)	\$25/in
Grout boring closed	\$12.50
Well/Piezometer construction (not including material)	\$13.50
Locking Protective Cover	\$210/ea
Flush Locking Protective Cover	\$210/ea
Steam Cleaner rental	\$275/day
55-gallon Drum (disposal not included)	\$136.50/ea
Bagged Materials (sand, bentonite, cement)	\$31.50/bag
Per Diem (lodging and meals, 2-man crew)	\$365/day
Crew Daily Travel, 50 Mile Radius	\$160/day

GENERAL CONDITIONS

1. The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc. (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.
2. Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work.
3. Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 60 days after submittal of MTC's report.
4. MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.
5. Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTC, subject to the limitation contained in paragraph 9.
6. Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to MTC's performance of its work and resulting to or caused by contact with such subsurface or latent objects where the actual or potential presence and location thereof were not adequately and clearly revealed to MTC.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty-day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
8. Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
9. Ground Penetrating Radar (GPR) and Remote Sensing Services (RSS). Client acknowledges that the use of GPR and other RSS are not always reliable and there are limitations on the use of GPR and RSS to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR and RSS Services are to be applied; and only center lines of embedded objects can be located) which may make GPR and RSS less precise than actual excavation other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR and RSS. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR and RSS, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which such services are applied. MTC has no responsibility or obligation other than to deliver the results obtained from application of GPR and RSS. How and when the work product from the GPR and RSS shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required services are completed and the work product is delivered.
10. MTC'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD MTC OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON MTC'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.
11. Subject to the foregoing limitations, MTC agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of MTC's negligence to the extent of MTC's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.
12. MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.
13. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
14. Client agrees to not solicit, entice, or offer employment of any nature to any MTC personnel.
15. This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
16. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and/or protect its professional reputation.

Rev 20220405

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ASPHALT & CONCRETE CRACK LEVELING SEALANT

WHEREAS:

1. As detailed on the attached staff report, it is recommended City Council authorize the purchase of asphalt & concrete crack leveling sealant from Sherwin Industries, Inc. using the Kent County Road Commission bid.
2. It is estimated the City will spend approximately \$30,000 through December 31, 2024.
3. Funds are budgeted in account numbers 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of asphalt & concrete crack leveling sealant from Sherwin Industries, Inc. using the Kent County Road Commission bid.
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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: February 14, 2024

Subject: Bid Award – Asphalt & Concrete Crack Leveling Sealant

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

Date of Meeting: March 4, 2024

RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Asphalt & Concrete Crack Leveling Sealant and award the bid to Sherwin Industries, Inc. for the prices shown on the attached bid tabulation. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Crack leveling sealant, also known as mastic, is a rubber material that is applied to larger cracks in asphalt and concrete as a preventative road maintenance practice. It is generally applied to roads between 3 and 5 years after resurfacing, during the early stages of road degradation, and is one of the most cost-effective methods of extending road life. It can be applied easily and dries quickly, limiting the time staff are exposed to the dangers of traffic. Utilizing bids from surrounding communities allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of maintenance materials.



DISCUSSION:

On December 19, 2023, bids were received by the Kent County Road Commission for Asphalt & Concrete Crack Leveling Sealant. Sherwin Industries Inc. was the lowest bidder, offering Crafcro #33339 Mastic One product at a price of \$0.487 per pound for delivered material if delivered from Illinois, or \$0.5125 per pound if delivered from Tennessee. We have used the Mastic One product in the past with great results. It is

recommended that City Council award the bid to Sherwin Industries Inc. for calendar year 2024, which comes with a one-year renewal option for calendar year 2025. This is a decrease of 12.3% from 2023 pricing. It is expected that staff will use approximately \$30,000 worth of sealing material this calendar year.

BUDGET IMPACT:

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:

Contract, including Bid Tabulation

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: Sherwin Industries, Inc.
[Name of contracting entity]
A Wisconsin corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2129 West Morgan Ave
[Contractor's street address]
Milwaukee, WI 53221
[Contractor's city, state & zip]

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

Effective Date means: February 20, 2024. 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. Which includes the Kent County, Michigan bid specifications and requirements for 2024.

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

Work means the services described and specified 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.

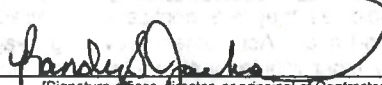
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Sherwin Industries, Inc.

By: _____
Kent Vanderwood, Mayor

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

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February 13, 2024

Date signed: _____, 20____

Approved as to form: 

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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.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 a completed IRS W-9 form (available at 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 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 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
COMMERCIAL GENERAL LIABILITY	
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.
AUTOMOBILE LIABILITY INSURANCE	
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	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
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.
EXCESS/UMBRELLA INSURANCE	
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.
OWNERS CONTRACTORS PROTECTIVE	
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.
ENVIRONMENTAL/POLLUTION LIABILITY	
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.
BUILDERS RISK PROPERTY INSURANCE	
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).

Unopened Bids are to be
 returned to the
 Bid Opening Date: 12/20/2024

STAFF RECOMMENDS FOR THE BIDDING TO AWARD THE BID TO THE BIDDERS

COITL Staff Recommends for the Bidding to Award the Bid to the Bidders

**EXHIBIT B
 PROPOSAL**

Item	Quantity	Unit	Description	Unit Price		Total Price
				Per Unit	Per Item	
1. Concrete Crack Repairing	100	sq. ft.	Concrete Crack Repairing	1.00	100.00	100.00
	100	sq. ft.	Concrete Crack Repairing	1.00	100.00	100.00
2. Formwork	100	sq. ft.	Formwork	1.00	100.00	100.00
	100	sq. ft.	Formwork	1.00	100.00	100.00
3. Scaffolding	100	sq. ft.	Scaffolding	1.00	100.00	100.00
	100	sq. ft.	Scaffolding	1.00	100.00	100.00
4. Labor	100	hr.	Labor	1.00	100.00	100.00
	100	hr.	Labor	1.00	100.00	100.00
5. Materials	100	sq. ft.	Materials	1.00	100.00	100.00
	100	sq. ft.	Materials	1.00	100.00	100.00
6. Equipment	100	hr.	Equipment	1.00	100.00	100.00
	100	hr.	Equipment	1.00	100.00	100.00
7. Safety	100	hr.	Safety	1.00	100.00	100.00
	100	hr.	Safety	1.00	100.00	100.00
8. Insurance	100	hr.	Insurance	1.00	100.00	100.00
	100	hr.	Insurance	1.00	100.00	100.00
9. Contingency	100	hr.	Contingency	1.00	100.00	100.00
	100	hr.	Contingency	1.00	100.00	100.00
10. Total	1000	hr.	Total	1.00	1000.00	1000.00
	1000	hr.	Total	1.00	1000.00	1000.00

COITL Staff Recommends for the Bidding to Award the Bid to the Bidders

Bid Preparation





**Kent County
Road Commission**

Bid Tabulation

Bid #24-MNT-03: Asphalt & Concrete Crack Leveling Sealant

Contract Term: December 31, 2024, w/ a One-Year Renewal Option

Bidder	Manufacturer & Product Name	Cost Per Pound/Truckload	FOB Location	Pounds Per Box/Box Per Pallet/ Per Truckload
Sherwin Industries	Crafco #33339 BX Mastic One	\$0.487 / \$21,038.40	DeKalb, IL	40 lbs Per Box / 60 Boxes Per Pallet 18 Pallets Per Truckload
		\$0.5125 / \$22,140	Halls, TN	
PT Products	Mastic T2	\$0.54 / \$24,786	Sandusky, OH	45 lbs / 60 Boxes / 17 Pallets 45 lbs / 64 Boxes / 16 Pallets
	Mastic T2 Dura-Melt	\$.62 / \$28,569.60		
Maxwell Products	Maxwell Products Gap Mastic Mod 201	\$0.635 / \$30,803.85	Salt Lake City, UT	33 lbs Per Box / 70 Boxes Per Pallet / 21 Pallets Per Truckload

* 2024 Mastic Price Reflects a 4.07% Decrease from the 2023 Price

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO ALL BIDDERS

Bid Letting Date: 12/19/2023
Anticipated Award Date: 01/09/2024



Kent County Road Commission

January 10, 2024

Randy Jackson
Sherwin Industries

Dear Randy:

On Tuesday, January 9, 2024, the Board of County Road Commissioners awarded the bid for the purchase of KCRC's 2024 requirements of Bid #24-MNT-03: Asphalt & Concrete Crack Leveling Sealant, as needed, to **Sherwin Industries Inc, PT Products, & Maxwell Products**, buying in the best interest of the Road Commission.

No blanket order number for the year will be issued, but each time a purchase is made, a different purchase order number will be issued by the Purchasing Department, or by an authorized staff member.

Please inform the proper personnel of the above. No invoice will be paid if it does not have a purchase order number on it.

The Road Commission reserves the right to renew the contract for one additional one-year term – 2025, upon mutual agreement of both parties. Pricing, terms and conditions of the first year of the contract will remain the same for the one-year renewal period.

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

Sincerely,

Andrew Nordstrom
Purchasing Manager

Signature of Authorized Agent:

, Vice President

Date: January 11, 2024

**Bid Pricing Sheet for Bid #23-MNT-10:
Asphalt Concrete Crack Leveling Sealant**

ASPHALT CONCRETE CRACK LEVELING SEALANT:

Manufacturer and Product Name: Crafco, Inc. #33339 BX Mastic One

Price Based on Shipping DeKalb, IL


Cost per pound: \$ 0.4870 per pound \$21,038.40 / TL Pounds per box: 60 Boxes per pallet = 2,400 lbs
Halls, TN \$ 0.5125 per pound \$22,140.00 / TL per pallet

Boxes per Pallet: 40 BX/Pallet 2,400 LBS Pallets Per Truckload: 18 Pallets per 43,200 Truckload
Each Pallet contains 60 boxes

Company Name: Sherwin Industries, Inc.

Address: 2129 West Morgan Avenue

Milwaukee, WI 53221

Authorized Signature and Title:  Vice President
written

Randy S. Jackson, Vice President

printed/typed

Telephone No.: 414-281-6400 Fax # 414-281-6404

Email: rjackson@sherwinindustries.com

Date: December 18, 2023

Federal Employer ID Number 39-0612605

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached staff report, the Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended the City Council authorize the annual payment in the amount of \$14,104.84 for the 2024 calendar year to Miss Dig System, Inc.
3. Funds for the fees are budgeted for in the Street, Water and Sewer Other Services account numbers: 202-441-47400-956.000, 590-441-54200-956.000 and 591-441-56700-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to Miss Dig System, Inc. in the total amount of \$14,104.84.

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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

STAFF REPORT

Date: February 26, 2024

Subject: Miss Dig System, Inc. Invoice Payment Authorization

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

CC: Myron Erickson

Meeting Date: March 4, 2024

RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of \$14,104.84 for the City's mandatory participation in the Miss Dig utility notification system for the 2024 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

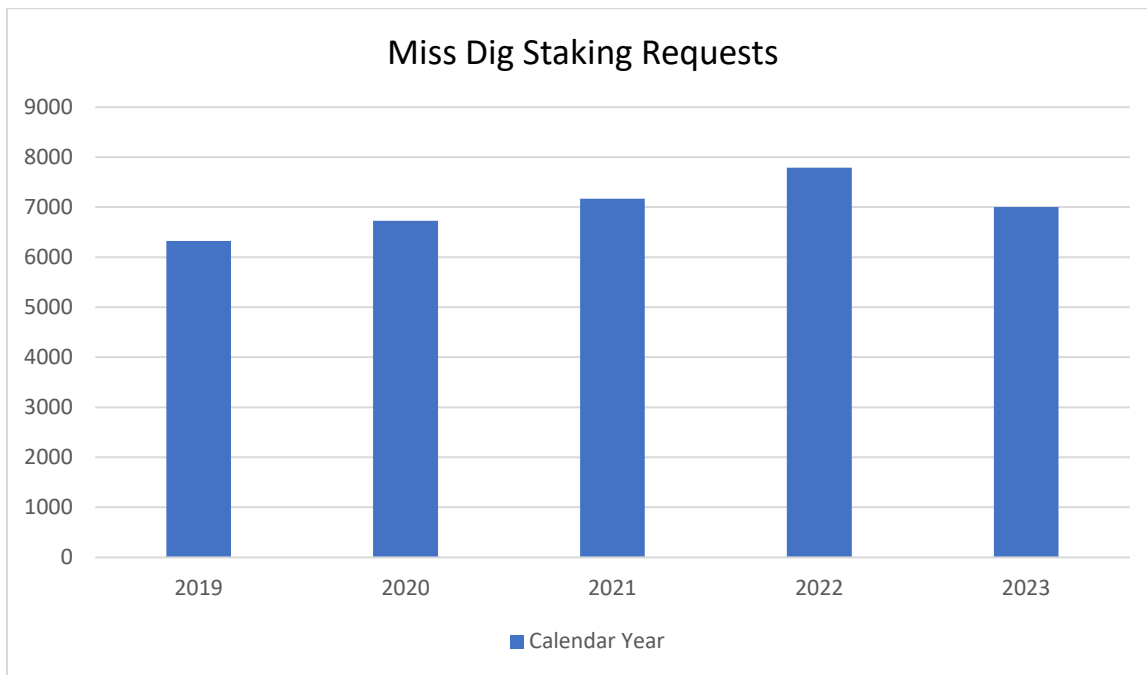
The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations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

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

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

- **Membership Fee.** This fee is based on the number of Miss Dig tickets placed with the notification center. For the 2024 calendar year, this fee is \$11,051.45.
- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors, and homeowners. This fee is based on the annual membership fee, and totals \$2,500.00.
- **Annual Maintenance Fee for Stations on the System.** This fee is based on the number of stations for utilities that the City has listed within the Miss Dig system and totals \$360.64.
- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is \$192.75.

The chart below depicts annual staking requests since 2019:



BUDGET IMPACT:

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

ATTACHMENT:

Miss Dig System, Inc. Invoice



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

*Rec'd
 2/20/24
 mail*

Invoice

Date	Invoice #
1/29/2024	20240505

Bill To

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

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

Description	Qty	Rate	Amount
2024 Transmission-based Membership Fee	1	11,051.45	11,051.45
2024 Annual Maintenance Fee for Stations on the System	7	51.52	360.64
2024 Annual Maintenance Fee for DPP User Accounts	5	38.55	192.75
2024 Education and Awareness Fee for Section 6(2) Compliance	1	2,500.00	2,500.00

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.

Total \$14,104.84

For ACH Payment - Bank Name: J.P. Morgan Chase
 Routing# 072 000 326 Account# 693 556 482

RESOLUTION NO. _____

RESOLUTION TO PURCHASE TWO TREADMILLS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from All Pro Fitness Things for the purchase of two treadmills in the total estimated amount of \$21,898.60 using Sourcewell contract pricing.
2. Funds for the purchase are available in account number 101-305-31500-973.153.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from All Pro Fitness Things for the purchase of two treadmills in the total estimated amount of \$21,898.60.
2. The City Council waives the provisions of Sections 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: 02/21/2024

Subject: Purchase of Exercise Treadmills (2)

From: Kirt Zuiderveen, Police Lieutenant

CC: Kim Koster, Director of Public Safety

Meeting Date: 03/04/2024

RECOMMENDATION:

It is recommended City Council authorizes the purchase of two (2) commercial Life Fitness treadmills from All Pro/Fitness Things using the Sourcewell cooperative purchase contract #081120 in the total amount of \$21,898.60.

COMMUNITY, SAFETY, STEWARDSHIP:

The purchase will aid in the mission of the Wyoming Department of Public Safety to provide the best possible service to those who live, work, and visit The City of Wyoming. In order for the department to carry out this responsibility, it is important that each employee maintain a reasonable level of physical fitness and overall wellness. This will enhance the employee's ability to accomplish the essential job functions within their job description while reducing risk of injury and illness. In many occupations, the daily level of physical exertion is predictable. However, public safety is not one of them. Public safety personnel may operate at a minimal level of physical exertion for extended periods and suddenly be called upon to exert a maximum amount of physical and mental energy. It is incumbent upon each employee to ensure that they are physically fit and able to endure both physical and mental stress, as lives, including their own, can depend on it.

DISCUSSION:

The Department's Fitness Center is equipped with two treadmills. The current Life Fitness commercial treadmill has been operational in excess of 15 years. The current NordicTrack treadmill was purchased in 2019 and is not commercial grade.

The department utilizes commercial grade equipment as the treadmills are in use several hours each day. In early February, both of the units went down. A service technician examined both units and it was their recommendation both units be removed from service because of the units catching fire.

Staff recommends the purchase of two Life Fitness Integrity+ Treadmills with SE4 24" Console from All Pro/Fitness Things as part of a cooperative bid contract through Sourcewell contract # 081120.

The warranty covers parts for three years, labor for three years, and the frame and motor for seven years.

BUDGET IMPACT:

The funds are budgeted in Capital Outlay account number #101-305-31500-973.153.

ATTACHMENTS:

Quote: All Pro/Fitness Things

Sourcewell Contract: #081120

Invoicing and Shipping Address:

CITY OF WYOMING, KIRT ZUIDERVEEN/ JULIE PEASE
2300 DEHOOP
WYOMING MI 49509
United States
☎ +1 616-260-8565

CITY OF WYOMING
2300 DEHOOP
WYOMING MI 49509
United States
+1 616-530-7335, 616-260-8565
Tax ID: 38-6006933

Quotation # 28967

Quotation Date:
02/20/2024

Expiration:
02/27/2024

Salesperson:
Brett Veltema

Description	Quantity	Unit Price	Amount
[INT-SE424-XF-14] Life Fitness Integrity+ Treadmill w/SE4 24" Console List Price: \$14,999.00 Sourcewell Discount: 30%	2.000 Unit(s)	10,499.30	\$ 20,998.60
[Freight-Equipment] Freight-Equipment	1.000 Unit(s)	500.00	\$ 500.00
[Commercial Installation] Commercial Installation (2 man/hr)	1.000 Hour(s)	400.00	\$ 400.00
Subtotal			\$ 21,898.60
Taxes			\$ 0.00
Total			\$ 21,898.60

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
Fertilizer	Advance Turf Solutions, Heritage Landscape Group, Inc. dba Heritage Professional Products Group, and Heyboer Landscape Maintenance Inc.	Bid prices as shown on the attached staff report.
Lawn Care Services	Heyboer Landscape Maintenance Inc.	Bid prices as shown on the attached tabulation sheets.
Pest Control Services	Smitter Pest Control Management LLC	Bid prices as shown on the attached tabulation sheets.
Plumbing Supplies	ETNA Supply Co.	Bid prices as shown on the attached tabulation sheets.
Shredded Bark and Wood Chips	Brink Wood Products, Inc. & Superior Ground Cover, Inc.	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 March 4, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: February 21, 2024
Subject: Fertilizer
From: Tim Montgomery, Parks Maintenance Foreman
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: March 4, 2024

RECOMMENDATION:

It is recommended City Council authorize the purchase of fertilizer from Heritage Landscape Supply Group, Inc. dba Heritage Professional Products Group, Advance Turf Solutions, and Heyboer Landscape Maintenance Inc. at the bid prices shown on the tabulation sheet.

COMMUNITY, SAFETY, STEWARDSHIP:

The City uses fertilizer to maintain its parks and municipal building properties. It's important that the City set the standard for healthy weed free lawns that add beauty to our landscapes. By having healthy turf, we help to create safe and attractive public spaces. Healthy turf reduces water run-off and erosion into our sewer systems. Healthy turf in athletic fields creates safer playing surfaces for recreation programs, reducing or preventing participant injury. Well maintained properties have a positive direct impact on property values.

DISCUSSION:

On February 20, 2024, the City received three bids for fertilizer for the City's facilities and parks. Eighty-five invitations to bid were sent to and/or downloaded by prospective bidders.

In order to accommodate individual department needs for type of fertilizer and deliveries, it is recommended the bid be awarded to the three vendors who submitted bids.

BUDGET IMPACT:

It is estimated the annual expenditure for fertilizer will total approximately \$20,000.00. Funds for the purchase are available in various department accounts with the appropriate account being charged at the time of purchase.

TABULATION SHEET:

	Heritage Landscape Supply Group, Inc. dba Heritage Professional Products Group				Advanced Turf Solutions				Heyboer Landscape Maintenance Inc.			
	Manufacturer and Description	Weight (lbs. per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	Manufacturer and Description	Weight (lbs. per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	Manufacturer and Description	Weight (per bag)	Sq. Ft. (lbs.per bag)	Bid Price (per bag)
18-0-4 25% U-PLUS W/.10% Dimension (pre-emergent)	18-0-4 25% Fortify-N w/.103% Dimension (pre-emergent)	50	12,500	\$17.93	TurfCare Supply 18-0-0 .125% Dimension 25% All-N	50	12,500	\$19.19	EC Grow16-0-5 w/.125% Dimension	50	14,500	\$26.00
30-0-6 50% pcu (regular fertilizer)	30-0-4 50% Fortify-N (regular fertilizer)	50	14,705	\$20.00	ATS 30-0-6 50% XCU+Armament	50	15,000	\$20.01	Ec Grow 30-0-4 Reg. Fert	50	18,000	\$25.50
18-0-4 30% polyplus w/lockup extra 2 (weed and feed.	18-0-5 25% NS-54 w/LockUp & Dicamba (weed and feed)	50	29,411	\$28.70	Anderson's 16-0-8 1.14% Escalade Herb. 25% N5-54	40	10,000	\$22.30	EC Grow 15-0-4 w/.675%Q3	50	1,200	\$42.00
required for deliveries from date of receipt of orders:	7				2-7				5			
quantity deliveries required (bags per delivery)	40				40				80			
charge for deliveries that fall below the minimum	\$250.00								\$100.00			

Attachment:
Contract

TM,TR/lj

CITY OF
Wyoming
MICHIGAN

FERTILIZER 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 28th St SW, Wyoming, MI 49509.

"Contractor" means: Heritage Landscape Supply Group, Inc.
[Name of supplying entity]
A. Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
7440 State Highway 121
[Supplier's physical address]
McKinney Texas 75070
[Supplier's city, state & zip]

Effective Date means: 02/22, 2024

"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,

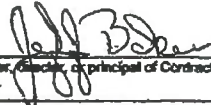
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Heritage Landscape Supply Group, Inc.

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 02/22, 2024

Date signed: _____, 20__

Approved as to form: 

CITY OF
Wyoming
MICHIGAN

FERTILIZER 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 28th St SW, Wyoming, MI 49509.

"Contractor" means: Heyboer Landscape Maintenance, Inc.
(Name of supplying entity)
A Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4735 8th St.
(Supplier's street address)
Caledonia, MI 49316
(Supplier's city, state & zip)

Effective Date means: April 1, 2024

"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: Heyboer Landscape Maintenance, Inc.

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February 15, 2024

Date signed: _____, 20__

Approved as to form: 

CITY OF
Wyoming
MICHIGAN

FERTILIZER 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 28th St SW, Wyoming, MI 49509.

"Contractor" means:

Advanced Turf Solutions
(Name of supplying entity)
A Indiana - Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
12955 Ford Drive
(Supplier's street address)
Fishers, IN 46038
(Supplier's city, state & zip)

Effective Date means: February 5th, 2024

"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

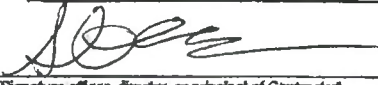
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Advanced Turf Solutions

By: 
(Signature officer, director, or principal of Contractor)
Stephen Lord - Sales Rep.
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: ~~2024~~ February 5th, 2024

STAFF REPORT

Date: February 22, 2024
 Subject: Lawn Care Services
 From: Dan Kleinheksel, Utility Maintenance Manager
 Date of Meeting: March 4, 2024

RECOMMENDATION:

It is recommended the City Council award the bid for lawn care services to Heyboer Landscape Maintenance for the bid prices shown on the attached tabulation sheets.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city property maintains the locations in an attractive and aesthetically pleasing way. Proper lawn care preserves the health, color, and vitality of existing lawns and minimizes the spread of weeds and disease.

DISCUSSION:

The lawn care services contract for the utility plant locations expired following the 2023 mowing season. On January 12th, 2024, updated specifications were posted to the City’s website detailing the services needed including mowing, trimming, edging, fertilization, and weed control for over 50 acres spread among eight locations. The specifications include lawn care service for Fire Station No. 3 and the Police Pistol Range site for cost and efficiency purposes as they are adjacent to utility locations.

On January 31st a pre-bid meeting was held and on February 20th, five bids to provide lawn care services for three years were opened. After reviewing the bids and conducting post-bid interviews, River Town Painting & Construction and Heyboer Landscape Maintenance were both found to have competitive pricing. However, River Town Painting’s bid failed to meet the specification requirements. Heyboer Landscape Maintenance did meet the specification requirements and they have successfully performed lawn care services for utility plant locations for the last six years. Therefore, it is recommended the City Council award the bid for lawn care services to Heyboer Landscape Maintenance for the bid prices shown on the attached tabulation sheets except for Fire Station No. 3 in which facilities staff will perform the work.

Estimated Lawn Care Services Bid Costs (Excluding Fire Station No. 3)					
	BrightView Landscapes, LLC	Heyboer Landscape Maintenance, Inc.	ProMow Lawn Care LLC	River Town Painting Co. Inc.	Wabeke Lawn Service & Snowplowing Inc.
Year 1	\$96,270.00	\$72,753.10	\$174,937.50	\$60,420.00	\$136,985.60
Year 2	\$98,154.00	\$72,753.40	\$182,105.50	\$65,392.00	\$141,025.39
Year 3	\$100,087.00	\$72,753.40	\$187,651.50	\$70,446.00	\$145,251.47

BUDGET IMPACT:

The annual estimated expense for lawn care services is \$72,753.10. Funds for the services are available in various departmental accounts with the appropriate account being charged at the time of service.

Attachments:

Lawn Care Services Tab Sheet

CITY OF WYOMING

Tabulation of Bids

2159 - Lawncare Services

Opened by the City Clerk on February 20, 2024 at 11:00 AM

CLEAN WATER PLANT										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Entire Property Area)	Per Occurrence (Red area)	Per Occurrence (Entire Property Area)	Per Occurrence (Red area)	Per Occurrence (Entire Property Area)	Per Occurrence (Red area)	Per Occurrence (Entire Property Area)	Per Occurrence (Red area)	Per Occurrence (Entire Property Area)	Per Occurrence (Red area)
Mowing										
2024	\$853.00	\$400.00	\$422.96	\$367.48	\$1,430.00	\$360.00	\$450.00	\$230.00	\$1,125.60	\$288.00
2025	\$870.00	\$408.00	\$422.96	\$367.49	\$1,490.00	\$375.00	\$475.00	\$255.00	\$1,159.37	\$296.64
2026	\$887.00	\$416.00	\$422.96	\$367.49	\$1,535.00	\$388.00	\$500.00	\$280.00	\$1,194.15	\$305.53
Edging										
2024	\$220.00		\$0.00		\$700.00		\$0.00		\$576.00	
2025	\$224.00		\$0.00		\$728.00		\$0.00		\$593.28	
2026	\$228.00		\$0.00		\$750.00		\$0.00		\$611.08	
Trimming										
2024	\$0.00		\$0.00		\$900.00		\$0.00		\$360.00	
2025	\$0.00		\$0.00		\$936.00		\$0.00		\$370.80	
2026	\$0.00		\$0.00		\$965.00		\$0.00		\$381.92	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$970.00		\$1,170.00		\$800.00		\$471.00		\$1,760.00	
2025	\$989.00		\$1,170.00		\$832.50		\$486.00		\$1,812.80	
2026	\$1,009.00		\$1,170.00		\$857.50		\$515.00		\$1,867.18	
Broad Leaf Control	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$793.00		\$877.50		\$800.00		\$471.00		\$240.00	
2025	\$809.00		\$877.50		\$832.50		\$486.00		\$247.00	
2026	\$825.00		\$877.50		\$857.50		\$515.00		\$254.62	

WATER TREATMENT PLANT										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Black Area)	Per Occurrence (Yellow area)	Per Occurrence (Black Area)	Per Occurrence (Yellow Area)	Per Occurrence (Black Area)	Per Occurrence (Yellow area)	Per Occurrence (Black Area)	Per Occurrence (Yellow Area)	Per Occurrence (Black Area)	Per Occurrence (Yellow area)
Mowing										
2024	\$344.00	\$540.00	\$216.92	\$289.34	\$357.50	\$797.50	\$210.00	\$240.00	\$351.75	\$405.60
2025	\$350.00	\$550.00	\$216.92	\$289.34	\$372.00	\$830.00	\$225.00	\$260.00	\$362.30	\$417.77
2026	\$357.00	\$561.00	\$216.92	\$289.34	\$383.00	\$855.00	\$240.00	\$280.00	\$373.17	\$430.30
Edging										
2024	\$69.00		\$0.00		\$580.00		\$0.00		\$468.00	
2025	\$70.00		\$0.00		\$603.00		\$0.00		\$482.04	
2026	\$71.00		\$0.00		\$621.00		\$0.00		\$496.50	

Trimming									
2024	\$0.00		\$0.00		\$650.00		\$0.00		\$292.50
2025	\$0.00		\$0.00		\$676.00		\$0.00		\$301.28
2026	\$0.00		\$0.00		\$697.00		\$0.00		\$310.31
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)
2024	\$304.00		\$1,560.00		\$1,330.00		\$620.00		\$2,200.00
2025	\$310.00		\$1,560.00		\$1,384.00		\$650.00		\$2,266.00
2026	\$316.00		\$1,560.00		\$1,425.00		\$700.00		\$2,333.98
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)
2024	\$249.00		\$1,170.00		\$1,330.00		\$620.00		\$200.00
2025	\$254.00		\$1,170.00		\$1,384.00		\$650.00		\$206.00
2026	\$259.00		\$1,170.00		\$1,425.00		\$700.00		\$212.18

LOW SERVICE PUMP STATION										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
Mowing	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
2024	\$274.00		\$81.12		\$198.00		\$150.00		\$281.00	
2025	\$279.00		\$81.12		\$206.00		\$175.00		\$289.84	
2026	\$284.00		\$81.12		\$212.00		\$200.00		\$298.54	
Edging										
2024	\$55.00		\$0.00		\$100.00		\$0.00		\$144.00	
2025	\$56.00		\$0.00		\$104.00		\$0.00		\$148.52	
2026	\$57.00		\$0.00		\$107.00		\$0.00		\$152.77	
Trimming										
2024	\$0.00		\$0.00		\$120.00		\$0.00		\$90.00	
2025	\$0.00		\$0.00		\$130.00		\$0.00		\$92.70	
2026	\$0.00		\$0.00		\$134.00		\$0.00		\$95.48	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$242.00		\$585.00		\$600.00		\$306.00		\$1,760.00	
2025	\$247.00		\$585.00		\$624.00		\$320.00		\$1,812.80	
2026	\$252.00		\$585.00		\$643.00		\$340.00		\$1,867.18	
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$198.00		\$438.00		\$600.00		\$306.00		\$240.00	
2025	\$202.00		\$438.00		\$624.00		\$320.00		\$247.20	
2026	\$206.00		\$438.00		\$643.00		\$340.00		\$254.61	

GEZON PUMP STATION										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
Mowing	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
2024	\$411.00		\$196.34		\$405.00		\$220.00		\$337.60	
2025	\$419.00		\$196.34		\$421.00		\$240.00		\$347.73	

2026	\$427.00		\$196.34		\$434.00		\$260.00		\$358.16
Edging									
2024	\$83.00		\$0.00		\$185.00		\$0.00		\$172.80
2025	\$85.00		\$0.00		\$192.50		\$0.00		\$177.98
2026	\$87.00		\$0.00		\$198.00		\$0.00		\$183.32
Trimming									
2024	\$0.00		\$0.00		\$225.00		\$0.00		\$108.00
2025	\$0.00		\$0.00		\$234.00		\$0.00		\$111.24
2026	\$0.00		\$0.00		\$241.00		\$0.00		\$114.58
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)
2024	\$364.00		\$1,820.00		\$1,460.00		\$867.00		\$2,640.00
2025	\$371.00		\$1,820.00		\$1,518.00		\$890.00		\$2,719.20
2026	\$378.00		\$1,820.00		\$1,564.00		\$925.00		\$2,800.77
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)
2024	\$298.00		\$1,185.00		\$1,460.00		\$867.00		\$360.00
2025	\$304.00		\$1,185.00		\$1,518.00		\$890.00		\$370.80
2026	\$310.00		\$1,185.00		\$1,564.00		\$925.00		\$381.92

GEZON ELEVATED TANK										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
Mowing										
2024	\$150.00		\$95.45		\$126.50		\$100.00		\$158.29	
2025	\$153.00		\$95.45		\$131.50		\$115.00		\$163.04	
2026	\$156.00		\$95.45		\$135.50		\$125.00		\$167.93	
Edging										
2024	\$30.00		\$0.00		\$70.00		\$0.00		\$81.00	
2025	\$31.00		\$0.00		\$73.00		\$0.00		\$83.43	
2026	\$32.00		\$0.00		\$75.00		\$0.00		\$85.93	
Trimming										
2024	\$0.00		\$0.00		\$75.00		\$0.00		\$50.63	
2025	\$0.00		\$0.00		\$78.00		\$0.00		\$52.15	
2026	\$0.00		\$0.00		\$80.50		\$0.00		\$53.71	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$132.00		\$520.00		\$480.00		\$323.00		\$990.00	
2025	\$135.00		\$520.00		\$500.00		\$340.00		\$1,019.70	
2026	\$138.00		\$520.00		\$515.00		\$360.00		\$1,050.29	
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$108.00		\$390.00		\$480.00		\$323.00		\$135.00	
2025	\$110.00		\$390.00		\$500.00		\$340.00		\$139.05	
2026	\$112.00		\$390.00		\$515.00		\$360.00		\$143.22	

BURLINGAME PUMP STATION

	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
Mowing										
2024	\$99.00		\$187.00		\$110.00		\$90.00		\$156.33	
2025	\$102.00		\$187.00		\$115.00		\$95.00		\$161.02	
2026	\$104.00		\$187.00		\$118.00		\$100.00		\$165.85	
Edging										
2024	\$20.00		\$0.00		\$55.00		\$0.00		\$80.00	
2025	\$21.00		\$0.00		\$58.00		\$0.00		\$82.40	
2026	\$22.00		\$0.00		\$60.00		\$0.00		\$84.47	
Trimming										
2024	\$0.00		\$0.00		\$60.00		\$0.00		\$50.00	
2025	\$0.00		\$0.00		\$63.00		\$0.00		\$51.50	
2026	\$0.00		\$0.00		\$65.00		\$0.00		\$53.05	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$88.00		\$275.00		\$295.00		\$182.00		\$704.00	
2025	\$90.00		\$275.00		\$307.00		\$192.00		\$725.12	
2026	\$93.00		\$275.00		\$316.00		\$202.00		\$746.88	
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$72.00		\$225.00		\$295.00		\$182.00		\$96.00	
2025	\$74.00		\$225.00		\$307.00		\$192.00		\$98.89	
2026	\$76.00		\$225.00		\$316.00		\$202.00		\$101.85	

	PISTOL RANGE									
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
Mowing										
2024	\$35.00		\$32.13		\$66.00		\$60.00		\$48.85	
2025	\$36.00		\$32.13		\$68.50		\$70.00		\$50.32	
2026	\$37.00		\$32.13		\$70.00		\$80.00		\$51.82	
Edging										
2024	\$15.00		\$0.00		\$30.00		\$0.00		\$25.00	
2025	\$16.00		\$0.00		\$32.00		\$0.00		\$25.75	
2026	\$17.00		\$0.00		\$34.00		\$0.00		\$26.52	
Trimming										
2024	\$0.00		\$0.00		\$40.00		\$0.00		\$15.63	
2025	\$0.00		\$0.00		\$42.00		\$0.00		\$16.10	
2026	\$0.00		\$0.00		\$44.00		\$0.00		\$16.58	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$30.00		\$0.00		\$115.00		\$111.00		\$220.00	
2025	\$31.00		\$0.00		\$119.50		\$120.00		\$226.60	
2026	\$32.00		\$0.00		\$123.00		\$132.00		\$233.40	
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$25.00		\$0.00		\$115.00		\$111.00		\$30.00	

2025	\$26.00		\$0.00		\$119.50		\$120.00		\$30.90	
2026	\$27.00		\$0.00		\$123.00		\$132.00		\$31.83	

FIRE STATION NO. 3										
	BrightView Landscapes, LLC		Heyboer Landscape Maintenance, Inc.		ProMow Lawn Care LLC		River Town Painting Co. Inc.		Wabeke Lawn Service & Snowplowing Inc.	
	Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)		Per Occurrence (Entire Property Area)	
Mowing										
2024	\$137.00		\$92.73		\$198.00		\$125.00		\$195.42	
2025	\$140.00		\$92.73		\$206.00		\$140.00		\$201.28	
2026	\$143.00		\$92.73		\$212.00		\$155.00		\$207.32	
Edging										
2024	\$28.00		\$0.00		\$70.00		\$0.00		\$100.00	
2025	\$30.00		\$0.00		\$73.00		\$0.00		\$103.00	
2026	\$32.00		\$0.00		\$75.00		\$0.00		\$106.09	
Trimming										
2024	\$0.00		\$0.00		\$80.00		\$0.00		\$62.50	
2025	\$0.00		\$0.00		\$83.50		\$0.00		\$64.38	
2026	\$0.00		\$0.00		\$85.00		\$0.00		\$66.31	
Fertilizer	Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$121.00		\$390.00		\$450.00		\$240.00		\$880.00	
2025	\$124.00		\$390.00		\$468.00		\$255.00		\$906.40	
2026	\$128.00		\$390.00		\$482.00		\$270.00		\$933.59	
Broad Leaf Control	per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)		Cost per Occurrence (Blue hash area)	
2024	\$99.00		\$292.50		\$450.00		\$240.00		\$120.00	
2025	\$101.00		\$292.50		\$468.00		\$255.00		\$123.60	
2026	\$104.00		\$292.50		\$482.00		\$270.00		\$127.31	

CITY OF
Wyoming
MICHIGAN

LAWN CARE SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Heyboer Landscape Maintenance, Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4735 8th St.
[Contractor's street address]
Caledonia, MI 49316
[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: April 1, 2024.

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

Proposal means Contractor'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.

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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

[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 RFP as modified by 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: Heyboer Landscape Maintenance, Inc.

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: February 15, 2024

Date signed: _____, 20__

Approved as to form:



STAFF REPORT

Date: February 22, 2024

Subject: Pest Control Services

From: Dan Kleinheksel, Utility Maintenance Manager
Tim Montgomery, Parks Maintenance Foreman
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: March 4, 2024

RECOMMENDATION:

It is recommended City Council award the bid for pest control services to Smitter Pest Control Management LLC at the bid prices as shown on the attached tabulation sheets.

COMMUNITY, SAFETY, STEWARDSHIP:

The City uses pest control services for controlling and eliminating pest infestation including, but not limited to bees, rats, mice, roaches, ants, spiders, and other flying and crawling insects or pests at various City facilities. Regular and proper upkeep of City facilities, including avoiding pest infestation, contributes to the prevention of untimely and costly repairs that could potentially interrupt City services and building accessibility.

DISCUSSION:

On February 6, 2024, the City received nine bids to provide pest control services for three years. Two hundred sixty-seven invitations to bid were sent to and/or downloaded by prospective bidders.

Bids were requested from licensed and certified pest control services to eliminate pest infestation at various City locations throughout the year. It is recommended the bid be awarded to the low bidder in the aggregate, Smitter Pest Control Management LLC., with the exception of the Water Treatment Generator Building at which the Public Works Department has decided pest control services are not required.

BUDGET IMPACT:

It is estimated the City will spend approximately \$10,000.00 per year for pest control services. Funds for the services are available in various departmental accounts with the appropriate account being charged at the time of service.

Attachments:
Tab Sheets
Contract

DK,TM,TR/laj



Tabulation of Bids
 Pest Control Services (Bid #2149)
 Opened by the City Clerk on Tuesday, February 6, 2024 at 11:00 AM

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Initial Cost (1st Year)	Year 1 (April 1, 2024 – March 31, 2025)			
				Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
Smitter Pest Control Management LLC	62A District Court	12		\$ 50.00	\$ 600.00	\$ 145.00	
	City Hall	12		\$ 50.00	\$ 600.00	\$ 145.00	
	Police Department	12		\$ 50.00	\$ 600.00	\$ 145.00	
	Wyoming Public Library	12		\$ 40.00	\$ 480.00	\$ 145.00	
	Public Works Building	12		\$ 75.00	\$ 900.00	\$ 145.00	
	Fire Station #1	12		\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #2	12		\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #3	12		\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #4	12		\$ 35.00	\$ 420.00	\$ 145.00	
	Wyoming Senior Center	12		\$ 48.00	\$ 576.00	\$ 145.00	
	Pinery Park Lodge	12		\$ 30.00	\$ 360.00	\$ 145.00	
	Ideal Park Lodge	12		\$ 30.00	\$ 360.00	\$ 145.00	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 50.00	\$ 300.00	\$ 145.00	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Generator Building	6		\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 98.00	\$ 588.00	\$ 145.00	
	Burlingame Pump Station (April - Sept.)	6		\$ 45.00	\$ 270.00	\$ 145.00	
	Gezon Pumping Station (April - Sept.)	6		\$ 45.00	\$ 270.00	\$ 145.00	
	Total				\$ 9,348.00		
Beeks Pest Control	62A District Court	12		\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	City Hall	12		\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Police Department	12		\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Wyoming Public Library	12		\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Public Works Building	12		\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Fire Station #1	12		\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #2	12		\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #3	12		\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #4	12		\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Wyoming Senior Center	12		\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Pinery Park Lodge	12		\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Ideal Park Lodge	12		\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
Water Treatment Plant – Generator Building	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Initial Cost (1st Year)	Year 1 (April 1, 2024 – March 31, 2025)			
				Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Burlingame Pump Station (April - Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Gezon Pumping Station (April - Sept.)	6		\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Total				\$ 10,152.00		
Empire Pest Control, LLC	62A District Court	12		\$ 90.00	\$ 1,080.00	NA	Empire will insect for termite activity damage at each service
	City Hall	12		\$ 90.00	\$ 1,080.00	NA	
	Police Department	12		\$ 90.00	\$ 1,080.00	NA	
	Wyoming Public Library	12		\$ 110.00	\$ 1,320.00	NA	
	Public Works Building	12		\$ 150.00	\$ 1,800.00	NA	
	Fire Station #1	12		\$ 40.00	\$ 480.00	NA	
	Fire Station #2	12		\$ 40.00	\$ 480.00	NA	
	Fire Station #3	12		\$ 40.00	\$ 480.00	NA	
	Fire Station #4	12		\$ 40.00	\$ 480.00	NA	
	Wyoming Senior Center	12		\$ 55.00	\$ 660.00	NA	
	Pinery Park Lodge	12		\$ 30.00	\$ 360.00	NA	
	Ideal Park Lodge	12		\$ 30.00	\$ 360.00	NA	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 80.00	\$ 480.00	NA	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 160.00	\$ 960.00	NA	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 155.00	\$ 930.00	NA	
	Water Treatment Plant – Generator Building	6		\$ 35.00	\$ 210.00	NA	
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 95.00	\$ 570.00	NA	
	Burlingame Pump Station (April - Sept.)	6		\$ 15.00	\$ 90.00	NA	
	Gezon Pumping Station (April - Sept.)	6		\$ 35.00	\$ 210.00	NA	
	Total				\$ 13,110.00		
	Alt. Bid (Changes to bid specifications)				\$ 11,130.00		
Bio-Serv Corporation dba Rose Pest Solutions	62A District Court	12		\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1240
	City Hall	12		\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1241
	Police Department	12		\$ 96.00	\$ 1,152.00	No Charge	\$799-\$1242
	Wyoming Public Library	12		\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1243
	Public Works Building	12		\$ 96.00	\$ 1,152.00	No Charge	\$799-\$1244
	Fire Station #1	12		\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1245
	Fire Station #2	12		\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1246
	Fire Station #3	12		\$ 92.00	\$ 1,104.00	No Charge	\$799-\$1247
	Fire Station #4	12		\$ 92.00	\$ 1,104.00	No Charge	\$799-\$1248
	Wyoming Senior Center	12		\$ 80.00	\$ 960.00	No Charge	\$799-\$1249
	Pinery Park Lodge	12		\$ 40.00	\$ 480.00	No Charge	\$799-\$1250
	Ideal Park Lodge	12		\$ 40.00	\$ 480.00	No Charge	\$799-\$1251
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 80.00	\$ 480.00	No Charge	\$799-\$1252
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 99.00	\$ 594.00	No Charge	\$799-\$1253
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 99.00	\$ 594.00	No Charge	\$799-\$1254
	Water Treatment Plant – Generator Building	6		\$ 60.00	\$ 360.00	No Charge	\$799-\$1255

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Initial Cost (1st Year)	Year 1 (April 1, 2024 – March 31, 2025)			
				Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 60.00	\$ 360.00	No Charge	\$799-\$1256
	Burlingame Pump Station (April - Sept.)	6		\$ 60.00	\$ 360.00	No Charge	\$799-\$1257
	Gezon Pumping Station (April - Sept.)	6		\$ 60.00	\$ 360.00	No Charge	\$799-\$1258
	Total				\$ 14,820.00		
Van Den Berge Pest Control, Inc.	62A District Court	12	\$ 160.00	\$ 80.00	\$ 1,120.00	\$ -	Not Needed
	City Hall	12	\$ 210.00	\$ 105.00	\$ 1,470.00	\$ -	
	Police Department	12	\$ 180.00	\$ 90.00	\$ 1,260.00	\$ -	
	Wyoming Public Library	12	\$ 200.00	\$ 100.00	\$ 1,400.00	\$ -	
	Public Works Building	12	\$ 170.00	\$ 85.00	\$ 1,190.00	\$ -	
	Fire Station #1	12	\$ 120.00	\$ 57.00	\$ 804.00	\$ -	
	Fire Station #2	12	\$ 110.00	\$ 55.00	\$ 770.00	\$ -	
	Fire Station #3	12	\$ 130.00	\$ 65.00	\$ 910.00	\$ -	
	Fire Station #4	12	\$ 130.00	\$ 57.00	\$ 814.00	\$ -	
	Wyoming Senior Center	12	\$ 160.00	\$ 75.00	\$ 1,060.00	\$ -	
	Pinery Park Lodge	12	\$ 90.00	\$ 45.00	\$ 630.00	\$ -	
	Ideal Park Lodge	12	\$ 100.00	\$ 50.00	\$ 700.00	\$ -	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 140.00	\$ 85.00	\$ 650.00	\$ -	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 248.00	\$ 1,488.00	\$ -	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 70.00	\$ 420.00	\$ -	
	Water Treatment Plant – Generator Building	6			\$ -	\$ -	
	Water Treatment Plant – Low Service (April - Sept.)	6			\$ -	\$ -	
	Burlingame Pump Station (April - Sept.)	6	\$ 80.00	\$ 48.00	\$ 368.00	\$ -	
	Gezon Pumping Station (April - Sept.)	6	\$ 120.00	\$ 75.00	\$ 570.00	\$ -	
	Total				\$ 14,842.80	Total includes 5% discount if prepaid	
Aardvark Pest Management Inc.	62A District Court	12		\$ 80.00	\$ 960.00	None	\$ 338.00
	City Hall	12		\$ 85.00	\$ 1,020.00	None	\$1,888 Initial Year
	Police Department	12		\$ 102.00	\$ 1,224.00	None	\$2,168 Initial Year
	Wyoming Public Library	12		\$ 98.00	\$ 1,176.00	None	\$ 2,068.00
	Public Works Building	12		\$ 98.00	\$ 1,176.00	None	\$ 978.00
	Fire Station #1	12		\$ 83.00	\$ 996.00	None	\$ 1,088.00
	Fire Station #2	12		\$ 80.00	\$ 960.00	None	\$ 1,088.00
	Fire Station #3	12		\$ 94.00	\$ 1,128.00	None	\$ 1,188.00
	Fire Station #4	12		\$ 93.00	\$ 1,116.00	None	\$ 1,418.00
	Wyoming Senior Center	12		\$ 79.00	\$ 948.00	None	\$ 1,548.00
	Pinery Park Lodge	12		\$ 63.00	\$ 756.00	None	\$ 798.00
	Ideal Park Lodge	12		\$ 63.00	\$ 756.00	None	\$ 798.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 78.00	\$ 468.00	None	\$ 988.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 98.00	\$ 588.00	None	\$ 1,848.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 98.00	\$ 588.00	None	\$ 2,648.00
	Water Treatment Plant – Generator Building	6		\$ 86.00	\$ 516.00	None	\$ 948.00
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 112.00	\$ 672.00	None	\$ 938.00

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Initial Cost (1st Year)	Year 1 (April 1, 2024 – March 31, 2025)			
				Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Burlingame Pump Station (April - Sept.)	6		\$ 66.00	\$ 396.00	None	\$ 838.00
	Gezon Pumping Station (April - Sept.)	6		\$ 86.00	\$ 516.00	None	\$ 948.00
	Total				\$ 15,960.00		
Abell Pest Control	62A District Court	12		\$ 56.25	\$ 675.00	\$ 56.25	Each bait station is placed approximately 30 feet apart along the perimeter of the targeted area. Each station is \$35.00 and quarterly monitoring is \$10/station/quarter
	City Hall	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Police Department	12		\$ 112.50	\$ 1,350.00	\$ 112.50	
	Wyoming Public Library	12		\$ 112.50	\$ 1,350.00	\$ 112.50	
	Public Works Building	12		\$ 168.75	\$ 2,025.00	\$ 168.75	
	Fire Station #1	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Fire Station #2	12		\$ 56.26	\$ 675.12	\$ 56.25	
	Fire Station #3	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Fire Station #4	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Wyoming Senior Center	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Pinery Park Lodge	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Ideal Park Lodge	12		\$ 56.25	\$ 675.00	\$ 56.25	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 112.50	\$ 675.00	\$ 112.50	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 168.75	\$ 1,012.50	\$ 168.75	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 168.75	\$ 1,012.50	\$ 168.75	
	Water Treatment Plant – Generator Building	6		\$ 168.75	\$ 1,012.50	\$ 168.75	
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 168.75	\$ 1,012.50	\$ 168.75	
	Burlingame Pump Station (April - Sept.)	6		\$ 56.25	\$ 337.50	\$ 56.25	
Gezon Pumping Station (April - Sept.)	6		\$ 56.25	\$ 337.50	\$ 56.25		
	Total			\$ 16,200.12			
Shoreline Services, Inc.	62A District Court	12		\$ 100.00	\$ 1,200.00	\$ 125.00	NA
	City Hall	12		\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Police Department	12		\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Wyoming Public Library	12		\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Public Works Building	12		\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Fire Station #1	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #2	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #3	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #4	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Wyoming Senior Center	12		\$ 100.00	\$ 1,200.00	\$ 125.00	NA
	Pinery Park Lodge	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Ideal Park Lodge	12		\$ 75.00	\$ 900.00	\$ 125.00	NA
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 125.00	\$ 750.00	\$ 125.00	NA
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 150.00	\$ 900.00	\$ 125.00	NA
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 150.00	\$ 900.00	\$ 125.00	NA
	Water Treatment Plant – Generator Building	6		\$ 125.00	\$ 750.00	\$ 125.00	NA
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 125.00	\$ 750.00	\$ 125.00	NA
	Burlingame Pump Station (April - Sept.)	6		\$ 100.00	\$ 600.00	\$ 125.00	NA

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Initial Cost (1st Year)	Year 1 (April 1, 2024 – March 31, 2025)			
				Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Gezon Pumping Station (April - Sept.)	6		\$ 100.00	\$ 600.00	\$ 125.00	NA
	Total				\$ 19,050.00		
Safeguard Pest Solutions	62A District Court	12		\$ 200.00	\$ 2,400.00	\$ 75.00	\$ 300.00
	City Hall	12		\$ 200.00	\$ 2,400.00	\$ 75.00	\$ 300.00
	Police Department	12		\$ 225.00	\$ 2,700.00	\$ 75.00	\$ 300.00
	Wyoming Public Library	12		\$ 175.00	\$ 2,100.00	\$ 75.00	\$ 300.00
	Public Works Building	12		\$ 275.00	\$ 3,300.00	\$ 75.00	\$ 300.00
	Fire Station #1	12		\$ 150.00	\$ 1,800.00	\$ 75.00	\$ 300.00
	Fire Station #2	12		\$ 150.00	\$ 1,800.00	\$ 75.00	\$ 300.00
	Fire Station #3	12		\$ 150.00	\$ 1,800.00	\$ 75.00	\$ 300.00
	Fire Station #4	12		\$ 150.00	\$ 1,800.00	\$ 75.00	\$ 300.00
	Wyoming Senior Center	12		\$ 175.00	\$ 2,100.00	\$ 75.00	\$ 300.00
	Pinery Park Lodge	12		\$ 125.00	\$ 1,500.00	\$ 75.00	\$ 300.00
	Ideal Park Lodge	12		\$ 100.00	\$ 1,200.00	\$ 75.00	\$ 300.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6		\$ 175.00	\$ 1,050.00	\$ 75.00	\$ 300.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6		\$ 175.00	\$ 1,050.00	\$ 75.00	\$ 300.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6		\$ 100.00	\$ 600.00	\$ 75.00	\$ 300.00
	Water Treatment Plant – Generator Building	6		\$ 100.00	\$ 600.00	\$ 75.00	\$ 300.00
	Water Treatment Plant – Low Service (April - Sept.)	6		\$ 150.00	\$ 900.00	\$ 75.00	\$ 300.00
	Burlingame Pump Station (April - Sept.)	6		\$ 100.00	\$ 600.00	\$ 75.00	\$ 300.00
	Gezon Pumping Station (April - Sept.)	6		\$ 100.00	\$ 600.00	\$ 75.00	\$ 300.00
		Total				\$ 30,300.00	



Tabulation of Bids
 Pest Control Services (Bid #2149)
 Opened by the City Clerk on Tuesday, February 6, 2024 at 11:00 AM

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 2 (April 1, 2025 – March 31, 2026)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
Smitter Pest Control Management LLC	62A District Court	12	\$ 50.00	\$ 600.00	\$ 145.00	
	City Hall	12	\$ 50.00	\$ 600.00	\$ 145.00	
	Police Department	12	\$ 50.00	\$ 600.00	\$ 145.00	
	Wyoming Public Library	12	\$ 40.00	\$ 480.00	\$ 145.00	
	Public Works Building	12	\$ 75.00	\$ 900.00	\$ 145.00	
	Fire Station #1	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #2	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #3	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #4	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Wyoming Senior Center	12	\$ 48.00	\$ 576.00	\$ 145.00	
	Pinery Park Lodge	12	\$ 30.00	\$ 360.00	\$ 145.00	
	Ideal Park Lodge	12	\$ 30.00	\$ 360.00	\$ 145.00	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 50.00	\$ 300.00	\$ 145.00	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Generator Building	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Burlingame Pump Station (April - Sept.)	6	\$ 45.00	\$ 270.00	\$ 145.00	
	Gezon Pumping Station (April - Sept.)	6	\$ 45.00	\$ 270.00	\$ 145.00	
	Total				\$ 9,348.00	
Beeks Pest Control	62A District Court	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	City Hall	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Police Department	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Wyoming Public Library	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Public Works Building	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Fire Station #1	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #2	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #3	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #4	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Wyoming Senior Center	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Pinery Park Lodge	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Ideal Park Lodge	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – Generator Building	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 2 (April 1, 2025 – March 31, 2026)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Burlingame Pump Station (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Gezon Pumping Station (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Total			\$ 10,152.00		
Empire Pest Control, LLC	62A District Court	12	\$ 90.00	\$ 1,080.00	NA	Empire will insect for termite activity damage at each service
	City Hall	12	\$ 90.00	\$ 1,080.00	NA	
	Police Department	12	\$ 90.00	\$ 1,080.00	NA	
	Wyoming Public Library	12	\$ 110.00	\$ 1,320.00	NA	
	Public Works Building	12	\$ 150.00	\$ 1,800.00	NA	
	Fire Station #1	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #2	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #3	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #4	12	\$ 40.00	\$ 480.00	NA	
	Wyoming Senior Center	12	\$ 55.00	\$ 660.00	NA	
	Pinery Park Lodge	12	\$ 30.00	\$ 360.00	NA	
	Ideal Park Lodge	12	\$ 30.00	\$ 360.00	NA	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 80.00	\$ 480.00	NA	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 160.00	\$ 960.00	NA	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 155.00	\$ 930.00	NA	
	Water Treatment Plant – Generator Building	6	\$ 35.00	\$ 210.00	NA	
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 95.00	\$ 570.00	NA	
	Burlingame Pump Station (April - Sept.)	6	\$ 15.00	\$ 90.00	NA	
	Gezon Pumping Station (April - Sept.)	6	\$ 35.00	\$ 210.00	NA	
		Total			\$ 13,110.00	
	Alt. Bid (Changes to bid specifications)			\$ 11,130.00		
Bio-Serv Corporation dba Rose Pest Solutions	62A District Court	12	\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1240
	City Hall	12	\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1241
	Police Department	12	\$ 96.00	\$ 1,152.00	No Charge	\$799-\$1242
	Wyoming Public Library	12	\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1243
	Public Works Building	12	\$ 96.00	\$ 1,152.00	No Charge	\$799-\$1244
	Fire Station #1	12	\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1245
	Fire Station #2	12	\$ 88.00	\$ 1,056.00	No Charge	\$799-\$1246
	Fire Station #3	12	\$ 92.00	\$ 1,104.00	No Charge	\$799-\$1247
	Fire Station #4	12	\$ 92.00	\$ 1,104.00	No Charge	\$799-\$1248
	Wyoming Senior Center	12	\$ 80.00	\$ 960.00	No Charge	\$799-\$1249
	Pinery Park Lodge	12	\$ 40.00	\$ 480.00	No Charge	\$799-\$1250
	Ideal Park Lodge	12	\$ 40.00	\$ 480.00	No Charge	\$799-\$1251
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 80.00	\$ 480.00	No Charge	\$799-\$1252
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 99.00	\$ 594.00	No Charge	\$799-\$1253
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 99.00	\$ 594.00	No Charge	\$799-\$1254
	Water Treatment Plant – Generator Building	6	\$ 60.00	\$ 360.00	No Charge	\$799-\$1255
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 60.00	\$ 360.00	No Charge	\$799-\$1256
	Burlingame Pump Station (April - Sept.)	6	\$ 60.00	\$ 360.00	No Charge	\$799-\$1257
	Gezon Pumping Station (April - Sept.)	6	\$ 60.00	\$ 360.00	No Charge	\$799-\$1258
		Total			\$ 14,820.00	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 2 (April 1, 2025 – March 31, 2026)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
Van Den Berg Pest Control, Inc.	62A District Court	12	\$ 80.00	\$ 960.00	\$ -	Not Needed
	City Hall	12	\$ 105.00	\$ 1,260.00	\$ -	
	Police Department	12	\$ 90.00	\$ 1,080.00	\$ -	
	Wyoming Public Library	12	\$ 100.00	\$ 1,200.00	\$ -	
	Public Works Building	12	\$ 85.00	\$ 1,020.00	\$ -	
	Fire Station #1	12	\$ 57.00	\$ 684.00	\$ -	
	Fire Station #2	12	\$ 55.00	\$ 660.00	\$ -	
	Fire Station #3	12	\$ 65.00	\$ 780.00	\$ -	
	Fire Station #4	12	\$ 57.00	\$ 684.00	\$ -	
	Wyoming Senior Center	12	\$ 75.00	\$ 900.00	\$ -	
	Pinery Park Lodge	12	\$ 45.00	\$ 540.00	\$ -	
	Ideal Park Lodge	12	\$ 50.00	\$ 600.00	\$ -	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 85.00	\$ 510.00	\$ -	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 248.00	\$ 1,488.00	\$ -	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 70.00	\$ 420.00	\$ -	
	Water Treatment Plant – Generator Building	6	Included		\$ -	
	Water Treatment Plant – Low Service (April - Sept.)	6	Included		\$ -	
	Burlingame Pump Station (April - Sept.)	6	\$ 48.00	\$ 288.00	\$ -	
	Gezon Pumping Station (April - Sept.)	6	\$ 75.00	\$ 450.00	\$ -	
	Total				\$ 13,524.00	
Aardvark Pest Management Inc.	62A District Court	12	\$ 84.00	\$ 1,008.00	None	\$ 354.00
	City Hall	12	\$ 89.00	\$ 1,068.00	None	\$ 1,888.00
	Police Department	12	\$ 107.00	\$ 1,284.00	None	\$ 2,274.00
	Wyoming Public Library	12	\$ 103.00	\$ 1,236.00	None	\$ 2,168.00
	Public Works Building	12	\$ 102.00	\$ 1,224.00	None	\$ 1,028.00
	Fire Station #1	12	\$ 87.00	\$ 1,044.00	None	\$ 1,138.00
	Fire Station #2	12	\$ 84.00	\$ 1,008.00	None	\$ 1,142.00
	Fire Station #3	12	\$ 98.00	\$ 1,176.00	None	\$ 1,246.00
	Fire Station #4	12	\$ 97.00	\$ 1,164.00	None	\$ 1,488.00
	Wyoming Senior Center	12	\$ 83.00	\$ 996.00	None	\$ 1,618.00
	Pinery Park Lodge	12	\$ 66.00	\$ 792.00	None	\$ 836.00
	Ideal Park Lodge	12	\$ 66.00	\$ 792.00	None	\$ 836.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 82.00	\$ 492.00	None	\$ 1,038.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 102.00	\$ 612.00	None	\$ 1,940.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 102.00	\$ 612.00	None	\$ 2,778.00
	Water Treatment Plant – Generator Building	6	\$ 91.00	\$ 546.00	None	\$ 988.00
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 116.00	\$ 696.00	None	\$ 978.00
	Burlingame Pump Station (April - Sept.)	6	\$ 69.00	\$ 414.00	None	\$ 878.00
	Gezon Pumping Station (April - Sept.)	6	\$ 89.00	\$ 534.00	None	\$ 988.00
	Total				\$ 16,698.00	
Abell Pest Control	62A District Court	12	\$ 59.06	\$ 708.72	\$ 59.06	
	City Hall	12	\$ 59.06	\$ 708.72	\$ 59.06	
	Police Department	12	\$ 118.13	\$ 1,417.56	\$ 118.13	
	Wyoming Public Library	12	\$ 118.13	\$ 1,417.56	\$ 118.13	
	Public Works Building	12	\$ 177.19	\$ 2,126.28	\$ 177.19	
	Fire Station #1	12	\$ 59.06	\$ 708.72	\$ 59.06	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 2 (April 1, 2025 – March 31, 2026)				Cost for Termite Detection & Baiting Services (Each)
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)		
	Fire Station #2	12	\$ 59.06	\$ 708.72	\$ 59.06	Each bait station is placed approximately 30 feet apart along the perimeter of the targeted area. Each station is \$35.00 and quarterly monitoring is \$10/station/quarter	
	Fire Station #3	12	\$ 59.06	\$ 708.72	\$ 59.06		
	Fire Station #4	12	\$ 59.06	\$ 708.72	\$ 59.06		
	Wyoming Senior Center	12	\$ 59.06	\$ 708.72	\$ 59.06		
	Pinery Park Lodge	12	\$ 59.06	\$ 708.72	\$ 59.06		
	Ideal Park Lodge	12	\$ 59.06	\$ 708.72	\$ 59.06		
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 118.13	\$ 708.78	\$ 118.13		
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 177.19	\$ 1,063.14	\$ 177.19		
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 177.19	\$ 1,063.14	\$ 177.19		
	Water Treatment Plant – Generator Building	6	\$ 177.19	\$ 1,063.14	\$ 177.19		
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 177.19	\$ 1,063.14	\$ 177.19		
	Burlingame Pump Station (April - Sept.)	6	\$ 59.06	\$ 354.36	\$ 59.06		
	Gezon Pumping Station (April - Sept.)	6	\$ 59.06	\$ 354.36	\$ 59.06		
	Total			\$ 17,009.94			
	Shoreline Services, Inc.	62A District Court	12	\$ 100.00	\$ 1,200.00		\$ 125.00
City Hall		12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA	
Police Department		12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA	
Wyoming Public Library		12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA	
Public Works Building		12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA	
Fire Station #1		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Fire Station #2		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Fire Station #3		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Fire Station #4		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Wyoming Senior Center		12	\$ 100.00	\$ 1,200.00	\$ 125.00	NA	
Pinery Park Lodge		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Ideal Park Lodge		12	\$ 75.00	\$ 900.00	\$ 125.00	NA	
Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)		6	\$ 125.00	\$ 750.00	\$ 125.00	NA	
Water Treatment Plant –North Treatment Facility (April - Sept.)		6	\$ 150.00	\$ 900.00	\$ 125.00	NA	
Water Treatment Plant – South Treatment Facility (April - Sept.)		6	\$ 150.00	\$ 900.00	\$ 125.00	NA	
Water Treatment Plant – Generator Building		6	\$ 125.00	\$ 750.00	\$ 125.00	NA	
Water Treatment Plant – Low Service (April - Sept.)		6	\$ 125.00	\$ 750.00	\$ 125.00	NA	
Burlingame Pump Station (April - Sept.)		6	\$ 100.00	\$ 600.00	\$ 125.00	NA	
Gezon Pumping Station (April - Sept.)		6	\$ 100.00	\$ 600.00	\$ 125.00	NA	
Total				\$ 19,050.00			
Safeguard Pest Solutions	62A District Court	12	\$ 216.00	\$ 2,592.00	\$ 75.00	\$ 324.00	
	City Hall	12	\$ 216.00	\$ 2,592.00	\$ 75.00	\$ 324.00	
	Police Department	12	\$ 243.00	\$ 2,916.00	\$ 75.00	\$ 324.00	
	Wyoming Public Library	12	\$ 189.00	\$ 2,268.00	\$ 75.00	\$ 324.00	
	Public Works Building	12	\$ 297.00	\$ 3,564.00	\$ 75.00	\$ 324.00	
	Fire Station #1	12	\$ 162.00	\$ 1,944.00	\$ 75.00	\$ 324.00	
	Fire Station #2	12	\$ 162.00	\$ 1,944.00	\$ 75.00	\$ 324.00	
	Fire Station #3	12	\$ 162.00	\$ 1,944.00	\$ 75.00	\$ 324.00	
	Fire Station #4	12	\$ 162.00	\$ 1,944.00	\$ 75.00	\$ 324.00	
	Wyoming Senior Center	12	\$ 189.00	\$ 2,268.00	\$ 75.00	\$ 324.00	
	Pinery Park Lodge	12	\$ 135.00	\$ 1,620.00	\$ 75.00	\$ 324.00	
	Ideal Park Lodge	12	\$ 108.00	\$ 1,296.00	\$ 75.00	\$ 324.00	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 2 (April 1, 2025 – March 31, 2026)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 189.00	\$ 1,134.00	\$ 75.00	\$ 324.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 189.00	\$ 1,134.00	\$ 75.00	\$ 324.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 108.00	\$ 648.00	\$ 75.00	\$ 324.00
	Water Treatment Plant – Generator Building	6	\$ 108.00	\$ 648.00	\$ 75.00	\$ 324.00
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 162.00	\$ 972.00	\$ 75.00	\$ 324.00
	Burlingame Pump Station (April - Sept.)	6	\$ 108.00	\$ 648.00	\$ 75.00	\$ 324.00
	Gezon Pumping Station (April - Sept.)	6	\$ 108.00	\$ 648.00	\$ 75.00	\$ 324.00
	Total			\$ 32,724.00		



Tabulation of Bids
Pest Control Services (Bid #2149)

Opened by the City Clerk on Tuesday, February 6, 2024 at 11:00 AM

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 3 (April 1, 2026 – March 31, 2027)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
Smitter Pest Control Management LLC	62A District Court	12	\$ 50.00	\$ 600.00	\$ 145.00	
	City Hall	12	\$ 50.00	\$ 600.00	\$ 145.00	
	Police Department	12	\$ 50.00	\$ 600.00	\$ 145.00	
	Wyoming Public Library	12	\$ 40.00	\$ 480.00	\$ 145.00	
	Public Works Building	12	\$ 75.00	\$ 900.00	\$ 145.00	
	Fire Station #1	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #2	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #3	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Fire Station #4	12	\$ 35.00	\$ 420.00	\$ 145.00	
	Wyoming Senior Center	12	\$ 48.00	\$ 576.00	\$ 145.00	
	Pinery Park Lodge	12	\$ 30.00	\$ 360.00	\$ 145.00	
	Ideal Park Lodge	12	\$ 30.00	\$ 360.00	\$ 145.00	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 50.00	\$ 300.00	\$ 145.00	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Generator Building	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 98.00	\$ 588.00	\$ 145.00	
	Burlingame Pump Station (April - Sept.)	6	\$ 45.00	\$ 270.00	\$ 145.00	
	Gezon Pumping Station (April - Sept.)	6	\$ 45.00	\$ 270.00	\$ 145.00	
	Total				\$ 9,348.00	
Beeks Pest Control	62A District Court	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	City Hall	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Police Department	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Wyoming Public Library	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Public Works Building	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Fire Station #1	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #2	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #3	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Fire Station #4	12	\$ 45.00	\$ 540.00	\$ 35.00	\$ 95.00
	Wyoming Senior Center	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Pinery Park Lodge	12	\$ 52.00	\$ 624.00	\$ 35.00	\$ 95.00
	Ideal Park Lodge	12	\$ 60.00	\$ 720.00	\$ 35.00	\$ 95.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – Generator Building	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Burlingame Pump Station (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Gezon Pumping Station (April - Sept.)	6	\$ 60.00	\$ 360.00	\$ 35.00	\$ 95.00
	Total				\$ 10,152.00	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 3 (April 1, 2026 – March 31, 2027)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
Empire Pest Control, LLC	62A District Court	12	\$ 90.00	\$ 1,080.00	NA	Empire will insect for termite activity damage at each service
	City Hall	12	\$ 90.00	\$ 1,080.00	NA	
	Police Department	12	\$ 90.00	\$ 1,080.00	NA	
	Wyoming Public Library	12	\$ 110.00	\$ 1,320.00	NA	
	Public Works Building	12	\$ 150.00	\$ 1,800.00	NA	
	Fire Station #1	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #2	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #3	12	\$ 40.00	\$ 480.00	NA	
	Fire Station #4	12	\$ 40.00	\$ 480.00	NA	
	Wyoming Senior Center	12	\$ 55.00	\$ 660.00	NA	
	Pinery Park Lodge	12	\$ 30.00	\$ 360.00	NA	
	Ideal Park Lodge	12	\$ 30.00	\$ 360.00	NA	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 80.00	\$ 480.00	NA	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 160.00	\$ 960.00	NA	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 155.00	\$ 930.00	NA	
	Water Treatment Plant – Generator Building	6	\$ 35.00	\$ 210.00	NA	
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 95.00	\$ 570.00	NA	
	Burlingame Pump Station (April - Sept.)	6	\$ 15.00	\$ 90.00	NA	
	Gezon Pumping Station (April - Sept.)	6	\$ 35.00	\$ 210.00	NA	
	Total				\$ 13,110.00	
Alt. Bid (Changes to bid specifications)				\$ 11,130.00		
Bio-Serve Corporation dba Rose Pest Solutions	62A District Court	12	\$ 91.00	\$ 1,092.00	No Charge	\$845-\$1300
	City Hall	12	\$ 91.00	\$ 1,092.00	No Charge	\$845-\$1301
	Police Department	12	\$ 99.00	\$ 1,188.00	No Charge	\$845-\$1302
	Wyoming Public Library	12	\$ 91.00	\$ 1,092.00	No Charge	\$845-\$1303
	Public Works Building	12	\$ 99.00	\$ 1,188.00	No Charge	\$845-\$1304
	Fire Station #1	12	\$ 91.00	\$ 1,092.00	No Charge	\$845-\$1305
	Fire Station #2	12	\$ 91.00	\$ 1,092.00	No Charge	\$845-\$1306
	Fire Station #3	12	\$ 95.00	\$ 1,140.00	No Charge	\$845-\$1307
	Fire Station #4	12	\$ 95.00	\$ 1,140.00	No Charge	\$845-\$1308
	Wyoming Senior Center	12	\$ 83.00	\$ 996.00	No Charge	\$845-\$1309
	Pinery Park Lodge	12	\$ 43.00	\$ 516.00	No Charge	\$845-\$1310
	Ideal Park Lodge	12	\$ 43.00	\$ 516.00	No Charge	\$845-\$1311
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 83.00	\$ 498.00	No Charge	\$845-\$1312
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 102.00	\$ 612.00	No Charge	\$845-\$1313
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 102.00	\$ 612.00	No Charge	\$845-\$1314
	Water Treatment Plant – Generator Building	6	\$ 62.00	\$ 372.00	No Charge	\$845-\$1315
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 62.00	\$ 372.00	No Charge	\$845-\$1316
	Burlingame Pump Station (April - Sept.)	6	\$ 62.00	\$ 372.00	No Charge	\$845-\$1317
	Gezon Pumping Station (April - Sept.)	6	\$ 62.00	\$ 372.00	No Charge	\$845-\$1318
	Total				\$ 15,354.00	
Van Den Berg Pest Control Inc.	62A District Court	12	\$ 83.00	\$ 996.00	\$ -	
	City Hall	12	\$ 109.00	\$ 1,308.00	\$ -	
	Police Department	12	\$ 93.00	\$ 1,116.00	\$ -	
	Wyoming Public Library	12	\$ 104.00	\$ 1,248.00	\$ -	
	Public Works Building	12	\$ 88.00	\$ 1,056.00	\$ -	
	Fire Station #1	12	\$ 59.00	\$ 708.00	\$ -	
	Fire Station #2	12	\$ 57.00	\$ 684.00	\$ -	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 3 (April 1, 2026 – March 31, 2027)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Fire Station #3	12	\$ 67.00	\$ 804.00	\$ -	Not Needed
	Fire Station #4	12	\$ 59.00	\$ 708.00	\$ -	
	Wyoming Senior Center	12	\$ 78.00	\$ 936.00	\$ -	
	Pinery Park Lodge	12	\$ 47.00	\$ 564.00	\$ -	
	Ideal Park Lodge	12	\$ 52.00	\$ 624.00	\$ -	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 88.00	\$ 528.00	\$ -	
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 257.00	\$ 1,542.00	\$ -	
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 73.00	\$ 438.00	\$ -	
	Water Treatment Plant – Generator Building	6	Included		\$ -	
	Water Treatment Plant – Low Service (April - Sept.)	6	Included		\$ -	
	Burlingame Pump Station (April - Sept.)	6	\$ 50.00	\$ 300.00	\$ -	
	Gezon Pumping Station (April - Sept.)	6	\$ 78.00	\$ 468.00	\$ -	
	Total			\$ 14,028.00		
Aardvark Pest Management Inc.	62A District Court	12	\$ 88.00	\$ 1,056.00	None	\$ 368.00
	City Hall	12	\$ 94.00	\$ 1,128.00	None	\$ 1,988.00
	Police Department	12	\$ 112.00	\$ 1,344.00	None	\$ 2,386.00
	Wyoming Public Library	12	\$ 108.00	\$ 1,296.00	None	\$ 2,268.00
	Public Works Building	12	\$ 106.00	\$ 1,272.00	None	\$ 1,078.00
	Fire Station #1	12	\$ 92.00	\$ 1,104.00	None	\$ 1,188.00
	Fire Station #2	12	\$ 88.00	\$ 1,056.00	None	\$ 1,188.00
	Fire Station #3	12	\$ 102.00	\$ 1,224.00	None	\$ 1,298.00
	Fire Station #4	12	\$ 101.00	\$ 1,212.00	None	\$ 1,548.00
	Wyoming Senior Center	12	\$ 87.00	\$ 1,044.00	None	\$ 1,688.00
	Pinery Park Lodge	12	\$ 68.00	\$ 816.00	None	\$ 874.00
	Ideal Park Lodge	12	\$ 68.00	\$ 816.00	None	\$ 874.00
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 86.00	\$ 516.00	None	\$ 1,088.00
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 107.00	\$ 642.00	None	\$ 2,037.00
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 107.00	\$ 642.00	None	\$ 2,888.00
	Water Treatment Plant – Generator Building	6	\$ 95.00	\$ 570.00	None	\$ 1,036.00
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 121.00	\$ 726.00	None	\$ 1,018.00
	Burlingame Pump Station (April - Sept.)	6	\$ 72.00	\$ 432.00	None	\$ 918.00
	Gezon Pumping Station (April - Sept.)	6	\$ 93.00	\$ 558.00	None	\$ 1,028.00
	Total			\$ 17,454.00		
Abell Pest Control	62A District Court	12	\$ 62.01	\$ 744.12	\$ 62.01	Each bait station is placed approximately 30 feet apart along the perimeter of the targeted area. Each station is \$35.00 and quarterly monitoring is
	City Hall	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Police Department	12	\$ 124.04	\$ 1,488.48	\$ 124.04	
	Wyoming Public Library	12	\$ 124.04	\$ 1,488.48	\$ 124.04	
	Public Works Building	12	\$ 186.05	\$ 2,232.60	\$ 186.05	
	Fire Station #1	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Fire Station #2	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Fire Station #3	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Fire Station #4	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Wyoming Senior Center	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Pinery Park Lodge	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Ideal Park Lodge	12	\$ 62.01	\$ 744.12	\$ 62.01	
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 124.04	\$ 744.24	\$ 124.04	

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 3 (April 1, 2026 – March 31, 2027)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 186.05	\$ 1,116.30	\$ 186.05	quarterly monitoring is \$10/station/quarter
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 186.05	\$ 1,116.30	\$ 186.05	
	Water Treatment Plant – Generator Building	6	\$ 186.05	\$ 1,116.30	\$ 186.05	
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 186.05	\$ 1,116.30	\$ 186.05	
	Burlingame Pump Station (April - Sept.)	6	\$ 62.01	\$ 372.06	\$ 62.01	
	Gezon Pumping Station (April - Sept.)	6	\$ 62.01	\$ 372.06	\$ 62.01	
	Total			\$ 17,860.20		
Shoreline Services, Inc.	62A District Court	12	\$ 100.00	\$ 1,200.00	\$ 125.00	NA
	City Hall	12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Police Department	12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Wyoming Public Library	12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Public Works Building	12	\$ 125.00	\$ 1,500.00	\$ 125.00	NA
	Fire Station #1	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #2	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #3	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Fire Station #4	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Wyoming Senior Center	12	\$ 100.00	\$ 1,200.00	\$ 125.00	NA
	Pinery Park Lodge	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Ideal Park Lodge	12	\$ 75.00	\$ 900.00	\$ 125.00	NA
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 125.00	\$ 750.00	\$ 125.00	NA
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 150.00	\$ 900.00	\$ 125.00	NA
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 150.00	\$ 900.00	\$ 125.00	NA
	Water Treatment Plant – Generator Building	6	\$ 125.00	\$ 750.00	\$ 125.00	NA
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 125.00	\$ 750.00	\$ 125.00	NA
	Burlingame Pump Station (April - Sept.)	6	\$ 100.00	\$ 600.00	\$ 125.00	NA
	Gezon Pumping Station (April - Sept.)	6	\$ 100.00	\$ 600.00	\$ 125.00	NA
	Total			\$ 19,050.00		
Safeguard Pest Solutions	62A District Court	12	\$ 233.28	\$ 2,799.36	\$ 75.00	\$ 349.92
	City Hall	12	\$ 233.28	\$ 2,799.36	\$ 75.00	\$ 349.92
	Police Department	12	\$ 262.44	\$ 3,149.28	\$ 75.00	\$ 349.92
	Wyoming Public Library	12	\$ 204.12	\$ 2,449.44	\$ 75.00	\$ 349.92
	Public Works Building	12	\$ 320.76	\$ 3,849.12	\$ 75.00	\$ 349.92
	Fire Station #1	12	\$ 174.96	\$ 2,099.52	\$ 75.00	\$ 349.92
	Fire Station #2	12	\$ 174.96	\$ 2,099.52	\$ 75.00	\$ 349.92
	Fire Station #3	12	\$ 174.96	\$ 2,099.52	\$ 75.00	\$ 349.92
	Fire Station #4	12	\$ 174.96	\$ 2,099.52	\$ 75.00	\$ 349.92
	Wyoming Senior Center	12	\$ 204.12	\$ 2,449.44	\$ 75.00	\$ 349.92
	Pinery Park Lodge	12	\$ 145.80	\$ 1,749.60	\$ 75.00	\$ 349.92
	Ideal Park Lodge	12	\$ 116.64	\$ 1,399.68	\$ 75.00	\$ 349.92
	Wastewater Treatment Plant –Main Building/Office Area Only (April-Sept.)	6	\$ 204.12	\$ 1,224.72	\$ 75.00	\$ 349.92
	Water Treatment Plant –North Treatment Facility (April - Sept.)	6	\$ 204.12	\$ 1,224.72	\$ 75.00	\$ 349.92
	Water Treatment Plant – South Treatment Facility (April - Sept.)	6	\$ 116.64	\$ 699.84	\$ 75.00	\$ 349.92
	Water Treatment Plant – Generator Building	6	\$ 116.64	\$ 699.84	\$ 75.00	\$ 349.92
	Water Treatment Plant – Low Service (April - Sept.)	6	\$ 174.96	\$ 1,049.76	\$ 75.00	\$ 349.92
	Burlingame Pump Station (April - Sept.)	6	\$ 116.64	\$ 699.84	\$ 75.00	\$ 349.92

	Building (Application location is for entire building unless specified)	Number of Applications Per Year	Year 3 (April 1, 2026 – March 31, 2027)			
			Exterminating Service (Each)	Total Cost Per Year	Cost for Additional Service Call (Each)	Cost for Termite Detection & Baiting Services (Each)
	Gezon Pumping Station (April - Sept.)	6	\$ 116.64	\$ 699.84	\$ 75.00	\$ 349.92
	Total			\$ 35,341.92		

CITY OF
Wyoming
MICHIGAN

PEST CONTROL SERVICES PROJECT CONTRACT
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Smitter Pest Control Management LLC

[Name of contracting entity]

A

[Title and type of entity, e.g., corporation, limited liability company, etc.]
1650 Division Ave S

[Professional's street address]
Grand Rapids, MI 49507

[Professional's city, state & zip]

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

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

Effective Date means: _____, 202_.

Proposal means Contractor's proposal attached as Exhibit B.

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

Services or Work means the services described and specified in the Proposal.

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 perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the 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 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Contractor: Smitter Pest Control Mng

By: 

[Signature of officer, director, or principal of Contractor]
John Kovat
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 2-16, 2024

STAFF REPORT

Date: February 22, 2024
 Subject: Plumbing Supplies
 From: Dan Kleinheksel, Utility Maintenance Manager
 Date of Meeting: March 4, 2024

RECOMMENDATION:

It is recommended the City Council award the bid for as-needed plumbing supplies from ETNA Supply for the Clean Water Plant and Water Treatment Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of the utility plants contributes to the efficiency of the equipment 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 a reputable supplier 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 plumbing and pipe supplies to perform in-house pump replacements, repair leaks, and replacement of common items such as pipes, valves, and fittings. The installation of new plumbing parts is an essential aspect of maintenance responsibilities at both utility plants.

Therefore, the City solicited bids for the purchase of plumbing supplies which included a list of over 60 typical plumbing parts and pipe supplies commonly used at both plants. On Tuesday, February 20, 2024, bids were received from ETNA Supply and Ferguson Waterworks. The aggregate totals are as follows:

Supplier	Total Amount
ETNA Supply	\$14,796.57
Ferguson Waterworks	\$19,594.60

Upon review of the bids, ETNA Supply was the lowest aggregate cost and has locations in both Wyoming and Holland, providing ease of access for efficient repairs and parts availability for emergency purchases. Therefore, is recommended the City Council award the bid for as-needed plumbing supplies from ETNA Supply.

BUDGET IMPACT:

Annual expenditures for plumbing supplies are an estimated total amount of \$30,000.00 for the utility plants. Adequate funds exist and have been budgeted for in 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.

CITY OF WYOMING

Tabulation of Bids

2167 - Plumbing Supplies

Opened by the City Clerk on February 20, 2024 at 11:00 AM

ITEM DESCRIPTION	QUANTITY	ETNA SUPPLY CO.	FERGUSON ENTERPRISES
CPVC SCHEDULE 80			
1/2"	100'	\$128.00	\$237.00
3/4"	100'	\$176.00	\$323.00
1"	100'	\$258.00	\$476.00
2"	50'	\$300.00	\$550.50
3"	50	\$608.50	\$667.50
1" COUPLING	10	\$35.00	\$42.90
1" 90 ELBOW	10	\$35.00	\$43.60
1" UNION	10	\$98.00	\$120.90
1" TEE	10	\$51.00	\$63.00
1" BALL VALVE TRUE UNION	5	\$267.50	\$250.95
2" BALL VALVE TRUE UNION	5	\$600.00	\$617.10
Y STRAINER 1"	2	\$72.80	\$82.00
Y STRAINER 2"	2	\$220.00	\$278.00
WELD-ON 724 SOLVENT CEMENT	2	\$86.40	\$50.00
WELD-ON P-70 PRIMER	2	\$19.00	\$28.00
CPVC TRUE UNION DIAPHRAGM VALVE			
3/4"	2	\$135.50	\$580.00
1"	2	\$160.00	\$670.00
2"	2	\$367.50	\$1,104.00
PVC SCHEDULE 80			
3/4"	50'	\$37.40	\$36.00
1"	50'	\$55.50	\$52.50
2"	50'	\$122.50	\$108.00
2" COUPLING	10	\$47.00	\$48.00
2" 90 ELBOW	10	\$37.50	\$32.90
2" TEE	10	\$135.00	\$116.40
PVC TRUE UNION BALL VALVE			
3/4"	5	\$175.00	\$78.55
1"	5	\$210.00	\$107.05
2"	5	\$460.00	\$292.60
STAINLESS BALL VALVE			
3/8"	5		\$198.85
1/2"	5	\$95.00	\$203.15
3/4"	5	\$124.00	\$320.65
1"	5	\$177.50	\$564.10
2"	5	\$465.00	\$1,483.95

COPPER TUBING			
1/2"	50'	\$102.50	\$147.50
3/4"	50'	\$167.50	\$270.00
1"	50'	\$242.50	\$358.00
GALVANIZED STEEL NIPPLE			
2" X 2"	5	\$12.50	\$28.95
1" X 4"	5	\$8.75	\$20.00
1/2" X 6"	5	\$7.25	\$16.35
LEAD FREE BRASS BALL VALVE			
1/2" PRESS	10	\$155.00	\$192.50
3/4" PRESS	10	\$199.00	\$260.00
1" PRESS	10	\$267.50	\$364.00
1/2" THREADED	10	\$69.00	\$72.50
3/4" THREADED	10	\$111.50	\$111.10
1" THREADED	10	\$167.50	\$165.00
1/2" SWEAT	10	\$64.50	\$94.00
3/4" SWEAT	10	\$103.50	\$144.10
STAINLESS STEEL PIPE REPAIR CLAMP			
4"	1	\$163.00	\$151.00
6"	1	\$196.00	\$183.00
8"	1	\$230.00	\$216.00
MEGALUG 1100 JOINT RESTRAINT			
6"	1	\$32.60	\$30.39
8"	1	\$49.75	\$46.29
MEGAFLANGE 2100 FLANGE ADAPTER			
6"	1	\$151.00	\$138.00
8"	1	\$238.00	\$219.00
VICTAULIC 341 FLANGE ADAPTER			
4"	1	\$375.00	\$192.65
6"	1	\$492.00	\$252.48
VICTAULIC STYLE 31 COUPLING			
4"	1	\$375.00	\$110.15
6"	1	\$475.00	\$163.49
VICTAULIC GROOVED PIPE			
4" X 8'	1	\$81.60	\$660.00
6" X 8'	1	\$143.52	\$745.00
FLANGED DUCTILE IRON PIPE			
4" X 8'	1	\$700.00	\$754.00
6" X 8'	1	\$855.00	\$854.00
8" X 8'	1	\$1,219.00	\$1,221.00
10" X 8'	1	\$1,582.00	\$1,587.00
TOTAL		\$14,796.57	\$19,594.60

* Highlighted cell cost adjusted for 50'

CITY OF
Wyoming
MICHIGAN

PLUMBING SUPPLIES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

ETNA SUPPLY COMPANY
(Name of contracting entity)
A WHOLESALE MICHIGAN
(State and type of entity, e.g., corporation, limited liability company, etc.)
4901 CLAY AVE SW
(Contractor's street address)
GRAND RAPIDS MI 49548
(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: 2/20, 2024.

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

Proposal means Contractor'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.

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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

(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 RFP as modified by 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: Etna Supply

By: _____
Kent Vanderwood, Mayor

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

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 2/21, 2024

Date signed: _____, 20__

Approved as to form:



STAFF REPORT

Date: February 22, 2024

Subject: Shredded Bark and Wood Chips

From: Dan Kleinheksel, Utility Maintenance Manager
Tim Montgomery, Parks Maintenance Foreman
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: March 4, 2024

RECOMMENDATION:

It is recommended City Council award the bid for hardwood (brown) shredded bark and ADA approved playground wood chips to Brink Wood Products, Inc. and Superior Ground Cover, Inc. at the bid prices as shown on the tabulation below.

COMMUNITY, SAFETY, STEWARDSHIP:

The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the parks and other City facilities. Shredded bark is utilized at various facilities for landscaping, weed suppression and moisture retention around trees.

The City also uses engineered wood fiber, also known more commonly as ADA compliant playground chips, for safety surfacing for playgrounds to comply with the Americans with Disabilities Act and National Playground Safety Standards. By placing shredded bark in our landscaping and ADA compliant chips in our playgrounds we work to create safe and attractive community public spaces.

Vibrant communities are built upon attractive and safe public spaces. Well maintained properties have a positive direct impact on property values.

DISCUSSION:

On February 13, 2024, the City received three bids for hardwood (brown) shredded bark and ADA playground wood chips. Eighty invitations to bid were sent to and/or down-loaded by prospective bidders.

As shown on the tabulation sheet, Brink Wood Products, Inc. submitted the low bid for hardwood (brown) shredded bark and ADA approved playground wood chips (engineered wood fiber) but did not provide a bid to blow the bark and wood chips into location. Superior Ground Cover, Inc. submitted the lone bid to blow the bark and wood chips into location. In order to accommodate individual department needs, it is recommended the bid be awarded to both Brink Wood Products, Inc. and Superior Ground Cover, Inc.

BUDGET IMPACT:

It is estimated the annual expenditure for shredded bark and ADA approved playground woodchips will total approximately \$20,000.00 Funds for the purchase are available in various departmental accounts with the appropriate account being charged at the time of purchase.

TAB SHEET:

Company Name	Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload per delivery (no delivery charge)	Delivery charges for deliveries under the minimum truckload	Number of days required for deliveries
Delivery to any City building, facility, property and job site in the City of Wyoming:						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$17.95		30 yards	\$55.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.00		30 yards	\$55.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 yards	\$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$25.75	NA	NA	4
Three Oaks Ground Cover	Hardwood (Brown) Shredded Bark		\$49.00			180
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)		\$25.00			180
Delivery to the City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$17.95		30 yards	\$75.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.00		30 yards	\$75.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 yards	\$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$25.75	NA	NA	4
Three Oaks Ground Cover	Hardwood (Brown) Shredded Bark		\$49.00			180
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)		\$25.00			180

DK,TM,TR/laj

CITY OF
Wyoming
MICHIGAN

SHREDED BARK AND WOOD CHIPS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Brink Wood Products, Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1175 - 76th Street SW
[Contractor's street address]
Byron Center, MI 49315
[Contractor's city, state & zip]

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

Effective Date means: Feb. 12, 2024

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

Proposal means Contractor'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.

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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

[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 RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

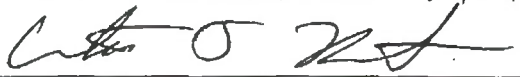
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Brink Wood Products, Inc.

By: 
[Signature officer, director, or principal of Contractor]
Curtis J. Brink, Owner
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 2/9/, 2024

CITY OF
Wyoming
MICHIGAN

SHREDDED BARK AND WOOD CHIPS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Superior Groundcover Inc
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
10588 Linden Dr. NW
(Contractor's street address)
Grand Rapids, MI 49534
(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: _____, 202__.

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

Proposal means Contractor'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.

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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

(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 RFP as modified by 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: Superior Groundcover Inc

By: _____
Kent Vanderwood, Mayor

By: [Signature]
(Signature officer, director, or principal of Contractor)
Terry Dikstein, General Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form: [Signature]

ORDINANCE NO. 2-24

ORDINANCE TO REPEAL CITY CODE CHAPTER 6 ENTITLED “ANIMALS” ENABLING KENT COUNTY’S ENFORCEMENT OF THE COUNTY DOG LAW WITHIN THE CITY; AND TO AMEND CITY CODE SECTION 1-2 BY ADDING DEFINITIONS; TO AMEND CITY CODE CHAPTER 50, ARTICLE IV, DIVISION 2 BY ADDING SECTIONS 50-127 THROUGH 50-132; TO AMEND CITY CODE CHAPTER 50, ARTICLE V, DIVISION 1 BY ADDING SECTION 50-171; AND TO AMEND CITY CODE CHAPTER 50, ARTICLE VII BY ADDING SECTION 50-269 RELATED TO CERTAIN ANIMALS AND PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 6 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Animals,” is repealed in its entirety.

Section 2. That section 1-2 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Definition and rules of construction,” is amended to read as follows:

Sec. 1-2. – Definitions and rules of construction.

(a) The following words, terms, and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Animal* means annelids, arthropods, mollusks, crustaceans, and vertebrates including, without limitation, reptiles, amphibians, fish, mammals, birds, and including domestic animals, livestock, wild animals, pet animals, research animals, and service animals.
- (2) *Animal cruelty* means through intentional acts, unintentional acts, or neglect, causing an animal unneeded pain, suffering or ill health.
- (3) *Animal neglect* means to fail to provide needed or appropriate water, food, shelter or veterinary care such that an animal is under- or malnourished or suffers adverse health effects.
- (4) *Animal owner* means a person who owns or has charge of an animal. An individual who has an animal contained on the individual’s premises (the owner, tenant or other occupant of the premises) shall be deemed to be its owner. An individual who has the end of a leash or other restraint attached to an animal shall be deemed to be its owner.
- (5) *Charter* means the City Charter of the city, including all amendments.
- (6) *City* means the City of Wyoming, Michigan.
- (7) *Clerk* means the duly appointed and serving city clerk of the city.
- (8) *Code* means the Code of Ordinances, City of Wyoming, Michigan including all amendments.
- (9) *Council* or *city council* means the city council of the city.
- (10) *County* means the County of Kent, Michigan.
- (11) *Dangerous animal* means an animal that (i) bites or attacks a person, (ii) bites or attacks and causes serious injury or death to another animal while the other animal is on the property or under the control of its owner, (iii) is infected with a pathogen that may be dangerous to persons, (iv) is infected with a pathogen that is a risk to other animals, especially, but not limited to, livestock, animals kept as pets, service animals, or animals otherwise used in business, (v) is a wild animal of a species commonly known to carry disease, such as certain insects and rodents, (vi) animals that are venomous, and (vii) animals that are not native to this state that may, if released, threaten or unbalance any ecosystem in the state. However, a dangerous animal does not include any of the following:
 - (A) An animal that bites or attacks a person who is knowingly or who reasonably should know they are trespassing on the property of the animal’s owner or a person.
 - (B) An animal that bites or attacks a person who provokes or torments the animal.
 - (C) An animal responding in a manner a reasonable person would conclude was designed to protect a person engaged in a lawful activity or being assaulted.

- (D) A wild animal in its natural environment acting in a manner to defend itself, its nest, its mate, its progeny, or as is otherwise characteristic of its species.
 - (E) A dog engaged in law enforcement activities by a federal, state, county, local, or tribal law enforcement agency.
- (12) *Domestic animal* means an animal commonly maintained as livestock, used in animal husbandry, food animals, pet animals, research animals, and service animals, but does not include any of the following:
- (A) Except for the following, any arthropods, mollusks, or fish:
 - (i) Limited numbers of fish, crustaceans, and mollusks maintained and sold at retail as food animals;
 - (ii) Limited numbers kept for feeding pet animals or research animals; and
 - (iii) Animals kept and sold as bait for recreational fishing.
 - (B) Wolves, coyotes, wolf-dogs, cervids, bears, predatory felines (*e.g.*, lions, tigers, cheetahs, pumas, bobcats, wildcats, lynxes, servals, ocelots, leopards, and jaguars), hyenas, jackals, nonhuman primates, seals, sea lions, otters, walruses, zebras, rhinoceros, hippopotami, weasels, wolverines, squirrels, chipmunks, voles, moles, field mice, wild rats, skunks, raccoons, opossums, marsupials, water buffalo, antelope, moose, elk, deer, camels, tapirs, bighorn sheep, feral swine, or other wild mammals not normally kept as pets or livestock;
 - (C) Birds caught in or rescued from the wild or raised from birds caught in or rescued from the wild, and any birds imported from another country;
 - (D) Crocodiles, alligators, caiman, snakes, lizards, other reptiles, frogs, toads, salamanders, newts, and other amphibians; and
 - (E) Other animals caught in or rescued from the wild or raised from animals caught in or rescued from the wild.
- (13) *Food animal* means live fish, mollusks, and crustaceans kept and sold at retail for human consumption.
- (14) *Kennel* means an establishment that is properly licensed and permitted and that complies with applicable zoning and land use requirements wherein 3 or more dogs or cats are maintained including dogs and cats kept for sale, boarding, breeding or training purposes, and including areas of veterinary facilities for keeping dogs or cats.
- (15) *MCL* means the Michigan Compiled Laws including all amendments.
- (16) *Month* means a calendar month.
- (17) *Oath* includes affirmation.
- (18) *Owner* means anyone having an ownership interest in land, building or personal property.
- (19) *Person* means an individual, partnership, association, for-profit or non-profit corporation, ecclesiastical corporation, limited liability company, limited partnership, trust, estate or any other recognized legal entity.
- (20) *Personal property* means any money, goods, chattels, things in action and evidence of debt.
- (21) *Pet animal* is a domestic animal normally kept in a house to provide company or enjoyment for its owner. Livestock, a service animal, an animal raised for food or husbandry, a research animal are not pet animals. Dogs, cats, tropical fish in aquaria, hamsters, guinea pigs, domestically raised parakeets and parrots, domestically raised cockatoos, domestically raised carrier pigeons, and certain hares and rabbits can be pet animals.
- (22) *Property* means both real and personal property.
- (23) *Provoke* means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate anger, retaliation, violence, or, in the case of an animal, the bite or attack by an ordinary animal.

- (24) *Public place* means any public way, park, trails or pathways, sidewalk, street, cemetery, schoolyard or open space adjacent thereto; any public lake or stream; and any place or business open to the use of the public in general, open to public view or to which the public has access.
- (25) *Real estate and real property* means lands and all legal and equitable interests in lands and all buildings, other structures and other improvements to, on, over or under that land.
- (26) *Research animal* means an animal used in a licensed laboratory performing medical or pharmaceutical research but does not include a wild animal or an animal that was at any time a pet animal.
- (27) *Serious injury* means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person or another animal. It includes, without limitation, any injury requiring suturing, and any injury requiring rabies vaccination,
- (28) *Service animal* means an animal recognized under state or federal laws, rules and regulations as a service animal that performs tasks that assist a disabled person including a person with a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals include dogs and miniature horses. Service animals include service animals in training to the extent provided by state or federal law.
- (29) *Sidewalk* means any paved area between the curb-line, or the lateral lines of a roadway, and the adjacent property line, intended for the use of pedestrians, bicycles (used by children or when otherwise allowed), or other non-motorized transportation devices.
- (30) *State* means the State of Michigan.
- (31) *Street* means and includes any public way, road, highway, street, avenue, boulevard, parkway, alley, lane, viaduct, bridge and the approaches thereto within the city including all parkways, curb lawns, sidewalks, linear pathways or trails, and other areas within any right-of-way resulting from a deed, easement, dedication, adverse possession, plat, eminent domain, prescription, operation of state law (such as, for example and not for limitation, section line roads, highway by user or other statute), or other means.
- (32) *Torment* means an act or omission causing unjustifiable pain, suffering, and distress to a person or animal, or causing mental and emotional anguish in a person or animal evidenced by altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to result in a strong response, including, if it involves an animal, a bite or attack.
- (33) *Wild animal* means any animal other than a domestic animal.
- (34) *Whoever* means any person.
- (35) *Year* means a calendar year, unless otherwise expressed.
- (b) The following rules of construction shall apply to this Code except when the context clearly indicates otherwise:
- (1) Computation of time shall be as provided by applicable state law or as state statutes are construed.
 - (2) Whenever a city officer, employee, office, department, board, commission or other agency, when referred to by title only it shall be construed as if followed by the words "of the City of Wyoming, Michigan" and to include any authorized designee and any successor of that officer, employee, office, department, board, commission or other agency.
 - (3) The use of the masculine gender includes the feminine and neuter genders and use of the feminine gender includes the masculine and neuter genders.
 - (4) This Code shall be interpreted and applied to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where a provision of the Code imposes greater restrictions upon the subject matter than the general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall govern.

- (5) Provisions giving joint authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons unless otherwise expressly stated.
- (6) Singular words include the plural, and plural words include the singular.
- (7) The words "shall" and "will" are mandatory and not directory. The word "may" is permissive.
- (8) Words used in the present or past tense include the future as well as the present and past.

Section 3. That Chapter 50, Article IV, Division 1 of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against property, is amended by adding sections 50-127 through and including 50-132 to read as follows:

Sec. 50-127. – Noises, odors, and other nuisances.

- (a) No barking or emission of any other noise by any domestic animal shall be audible beyond the property of its owner or other person on whose premises it is consensually located for any period (i) exceeding 5 minutes in any 2-hour period between 7:00 a.m. and 8:00 p.m. or (ii) exceeding 5 minutes during the period between 8:00 p.m. and 7:00 a.m.
- (b) All fecal droppings from any domestic mammals, including without limitation, any service animal kept by any person on any privately-owned premises in the city shall be picked-up and properly disposed of not less frequently than once every 5 days.
 - (1) If, due to warm weather or other conditions, such droppings emit odors that are perceptible off the premises on which they lie, they must be picked-up and properly disposed of at a frequency needed to prevent the perception of odor beyond the property line.
 - (2) If due to any conditions, flies or other invertebrates are breeding within the droppings, they must be picked-up and properly disposed of at a frequency needed to prevent the breeding of such flies or other vermin.
 - (3) Animal droppings of carnivores or omnivores must be placed in a sealed container and removed from the premises at least once each 7 days. They may not be composted.
 - (4) Droppings of service horses may be composted on-site in containers designed for composting such animal wastes in a manner approved by the code official.
 - (A) Only one container shall be allowed for such composting.
 - (B) Composting shall not occur during times of the year when ambient air temperatures do not allow for the compost to reach and remain at levels between 140° and 160°F.
 - (C) Otherwise, the waste from service horses must be placed in sealed containers and treated in the same manner as the wastes from carnivores or omnivores.
 - (D) Fully composted materials may be used in to fertilize landscaping on premises or, if permitted by others, used to fertilize vegetation off-premises. Fully composted materials may not be accumulated or stored on-site for later use. When the volume of fully composted materials exceeds the quantity that can reasonably be immediately used on site, it must be removed from the site.
 - (E) Composting shall not be permitted if odors from the wastes or the compost are detectable beyond the property line of the premises.
- (c) All fecal droppings from any domestic animal onto public rights-of-way, other public property, or the property of any person other than the animal's owner must be immediately picked-up and properly disposed of.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-128. – Numbers of pets.

- (a) No person shall keep or allow more than 3 dogs on any premises, except that the owner of a female dog which has given birth to puppies may keep the female dog and the puppies for a period of not to exceed 3 months from the date of the birth of the litter.
- (b) No person shall possess, harbor, shelter or keep more than 3 adult cats. An adult cat is one which is 3 months old or older.
- (c) The restrictions in this section shall not apply to a (i) licensed veterinarian practicing in the city as the veterinarian's facility, (ii) to a city-licensed kennel or pet day-care facility legally operating in the city, (iii) to a properly licensed/certified governmental or non-profit animal shelter legally operating in the city, (iv) to city police or other law enforcement canines, or (v) those held for sale at a properly licensed/certified pet sales establishment legally operating in the city.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-129. – Animal free areas.

- (a) No person shall bring or permit an animal to be in any area on public or private property that is posted as prohibiting animals or any particular type or species of animal.
- (b) The provisions of this section do not apply to service animals when engaged in rendering the services for their owners for which they were trained, that are fully housebroken, and that are at all times under the owner's control. However, in areas where service animals may be lawfully prohibited, no person shall bring or permit an animal to be in that area.
- (c) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-130. – Service animals.

- (a) Service animals shall be allowed when accompanied by and under the control of their owners and when providing the services for their owners for which they are trained to be in places where service animals are allowed under applicable state or federal laws, rules, and regulations.
- (b) No person shall interfere with a service animal accompanied by and providing for its owner the services for which the animal was trained. However, it shall not be unlawful to ask (i) "Is the animal required because of a disability?" and/or (ii) "What work or task(s) has the animal been trained to perform?"
- (c) Service animals that are of a type or species not otherwise permitted in the city shall not perform services or undertake tasks for persons other than the owners who they were trained to serve. They shall not perform tricks for or otherwise entertain others. They shall not provide rides, carry loads, or pull carts or wagons.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-131. – Animals in parks.

- (a) Except as otherwise provided in this section, the only domestic animals allowed in city parks are dogs in dog parks.
- (b) The restrictions in this section do not apply to animals brought into a city park as part of an educational program sponsored by the city or by another person with the city's consent.
- (c) Persons bringing any animal into any city park must comply with all signage about animals and must comply with all park rules regarding animals.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-132. – Animals other than pet animals.

- (a) Except as otherwise provided in this chapter, no person shall possess, keep, harbor, or allow to be kept on any premises in the city any animal except a pet animal or a service animal.

- (b) Except for a miniature horse that is a service animal, no horse, cow, calf, swine, sheep, goat, chickens, bees, pigeons, geese, ducks, rabbits, or any protected wild animal shall be kept in any dwelling, nor shall any such animals or bees be kept on the same lot or premises with a dwelling, except under conditions prescribed by the code official so as not to constitute a nuisance to any neighbors or property and so as not to constitute any nuisance, health or safety hazard.
- (c) The restrictions in this section do not apply to animals brought onto a premise in the city as part of an educational program or other special event (such as a carnival, temporary petting zoo, carriage rides associated with an event, or other event) sponsored by the city or by another person with the city's consent.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Section 4. That Chapter 50, Article V, Division 1 of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against public morals, is amended by adding sections 50-171 to read as follows:

Sec. 50-171. - - Dangerous or wild animals; feeding wild animals.

A person who engages in any of the following is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

- (a) Except with any required state or federal license to do so, possesses, keeps, or handles any wild animal in the city.
- (b) Owns, keeps, or harbors a dangerous animal. This includes, without limitation, an animal that has bitten a person and an animal that caused serious injury to another animal.
- (c) Fails or refuses to submit for appropriate observation and care an animal that is reasonably suspected to have or been in contact with an animal that has rabies, distemper, heartworm, or canine parvovirus.
- (d) Knowingly feeds wild animals, other than wild birds. Feeding of wild birds is allowed only on a person's own property or other private property with the consent of the owner. Unless the public entity owning it first consents in writing, wild birds may not be fed in city parks, rights-of-way, or other public places.

Section 5. That Chapter 50, Article VII of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against public safety, is amended by adding section 50-269 to read as follows:

Sec. 50-269. - Hunting, capturing, or impounding animals.

- (a) Hunting of any animal is prohibited in the city.
- (b) Except as provided in this subsection, trapping of any wild animal is prohibited.
 - (1) This prohibition does not apply to live trapping by a licensed or otherwise properly credentialed individual engaged in animal or pest control who live traps a wild animal for purposes of relocating the wild animal.
 - (2) This does not apply to trapping of rodents, bats, and other animals that have gained entrance into the inside of a premises.
 - (3) This does not apply to pest control measures taken to address nuisance insects, arachnids, other arthropods, moles, rodents, and gophers.
- (c) No one shall aim or discharge any firearm, crossbow, bow and arrow, or other object capable to emitting a projectile at any animal except for the defense of self or others when the animal presents an imminent threat of bodily injury to oneself or others.
- (d) No one shall capture, contain, or restrain a wild animal or attempt to capture, contain, restrain a wild animal. This does not prohibit the use of fencing intended to keep wild animals out of a property or part of a property or to activities permitted under subsection (b).
- (e) A federal, state, county, or city officer or other person designated to do so by the city may engage in the capture and relocation, euthanizing, hunting, or other animal control efforts within the scope of that individual's official authority or as otherwise authorized by the city council or city manager to do so.

(f) A violation of this section is a misdemeanor punishable by a fine of up to \$500, up to 90 days incarceration, or both that fine and incarceration. Each animal affected by the perpetrator's actions, each trap used, each animal aimed at or that a discharged weapon may have threatened, each day that Secs. 86-330—86-350. - Reserved.

Section 6. That this ordinance shall take effect on _____, 2024.

Section 7. That, because this ordinance required preapproval by county officials in compliance with state law, 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 _____, 2024.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 2-24
Introduced: February 5, 2024
Adopted: _____, 2024
Effective: _____, 2024

STAFF REPORT

Date: January 31, 2024
Subjects: Amendments to animal ordinances
From: Scott Smith, City Attorney
Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Ordinance to Repeal City Code Chapter 6 Entitled “Animals” Enabling Kent County’s Enforcement of the County Dog Law within the City; and to Amend City Code Section 1-2 by Adding Definitions; to Amend City Code Chapter 50, Article IV, Division 2 by Adding Sections 50-127 through 50-132; to Amend City Code Chapter 50, Article V, Division 1 by Adding Section 50-171; and to Amend City Code Chapter 50, Article VII by Adding Section 50-269 to Related to Certain Animals and Penalties for Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is enhanced by appropriate care and keeping of animals to minimize nuisances and improve safety.

Safety – The amendments will enable continuing county assistance in animal-related enforcement issues.

Stewardship – Enabling continuing county enforcement of its ordinance avoids the need for the city to employ animal control officers or to operate an animal shelter.

BUDGET IMPACT:

The proposed amendments will not impact the budget.

DISCUSSION:

Kent County recently adopted an ordinance to enforce the county dog law. Under that law, a county cannot engage in or other county animal ordinance enforcement in any community that has an ordinance that also addresses those issues, especially those related to dogs.

It is fiscally prudent to enable county animal control officers to address animal issues, county impoundment of certain animals (when they are loose, dangerous, or mistreated), and housing them in the county animal shelter. Therefore, the city animal ordinance needed amendment.

This revision retains provisions relating to animals in a manner that does not conflict with the county ordinance. This amendment also clarifies some provisions. For example, it now clearly prohibits hunting in the city.

A copy of the county ordinance is also provided.

KENT COUNTY ANIMAL CONTROL ORDINANCE

**Adopted by Kent County Board of Commissioners
On June 23, 2022**

Ordinance No. 06-23-22-82

AN ORDINANCE to control, protect and regulate Animals to protect the health, safety and welfare of Kent County citizens and their interests; and to prescribe penalties for violation of its provisions.

THE PEOPLE OF THE COUNTY OF KENT, MICHIGAN, DO ORDAIN:

Section 1. Short Title and Citation

This Ordinance shall be known and cited as the “Kent County Animal Control Ordinance”.

Section 2. Declaration of Purpose

It is in the best interest of the citizens of Kent County to control, protect and regulate Animals to protect the health, safety and welfare of Kent County citizens and their interests.

Section 3. Authority

The authority for this Ordinance is found in 1919 Public Act 339, being MCL 287.261 et seq., as amended, and MCL 46.11(j).

Section 4. Limitations

Pursuant to MCL. 287.289a, this Ordinance shall not be construed to apply within any city, village or township which has adopted its own Animal control ordinance.

Section 5. Construction

- a. Any term in the singular shall include the plural.
- b. Pronouns in any gender shall include all genders.
- c. Any requirement or prohibition of any act shall respectively extend to and include the causing and procuring, directly or indirectly, of such act.
- d. No provision in this Ordinance shall make unlawful any act necessarily performed by any officer or employee of Kent County, the Kent County Sheriff’s Office, or any other Kent County department or agency within the scope of his/her duty, or by

any independent contractor when acting under and in conformity with an agreement with the County and/or Sheriff's Department, or his/her agent or employees.

- e. The provisions of this Ordinance are minimum standards supplemental to the statutes of this State.

Section 6. Definitions

For the purpose of this Ordinance, the following terms are defined as follows:

- a. "Abandon" means leaving an Animal, or permitting an Animal to be left, without human supervision and without making provisions for the Animal's adequate care, unless premises are vacated in a short-term emergency for the protection of human life or the prevention of injury to a human. An Animal that is lost by an Owner or Custodian from home or while traveling, walking, hiking, or hunting is not abandoned when the Owner or Custodian has made a reasonable effort to locate the Animal.
- b. "Animal", unless otherwise stated, means domesticated animals, a population that have had their behavior, life cycle or physiology systemically altered as a result of being under human control. "Animal" includes but is not limited to birds, fish, mammals and reptiles.
- c. "Animal Control Officer" means a Kent County Deputy Sheriff or any person appointed by the Kent County Sheriff to enforce this Ordinance, as amended, and/or the Dog Law of 1919.
- d. "Animal Shelter" means the Kent County Animal Shelter or a facility that is contracted with the County for the purpose of Animal impound and to house Stray Animals.
- e. "Animal Shelter Director" means the Director of the Kent County Animal Shelter Department or his/her designee.
- f. "Board of Commissioners" means the Kent County Board of Commissioners.
- g. "County" means the County of Kent, State of Michigan.
- h. "Custodian" of an Animal for purposes of this Ordinance and its enforcement means a Person who keeps or harbors the Animal or has the Animal in his/her care or custody; or who permits the Animal to remain on or about any Premises occupied by the Person.

- i. "Dog Law of 1919" means 1919 Public Act 339, being MCL 287.261 et seq., as amended.
- j. "Kennel" means an establishment wherein or whereon 3 or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration.
- k. "Kent County Animal Shelter Department" shall be defined as an administrative department of Kent County
- l. "Livestock" means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing Animals being raised in captivity.
- m. "Owner" of an Animal for purposes of this Ordinance and its enforcement means a Person having a right of property ownership in an Animal;
- n. "Person" means any natural person, corporation, company, association, firm, or any other entity or organization.
- o. "Sanitary Conditions" means space free from health hazards including excessive Animal waste, overcrowding of Animals, or other conditions that endanger the Animal's health. This definition does not include any condition resulting from a customary and reasonable practice pursuant to farming or animal husbandry.
- p. "Sheriff" means the Kent County Sheriff or his/her designee.
- q. "State" means State of Michigan.
- r. "Stray" or "Running at Large" mean an Animal not under the control of an Owner or Custodian and not on an Owner or Custodian's premises.
- s. "Tag" means a physical identification emblem or a device issued as a verification of a dog license.
- t. "Treasurer" or "County Treasurer" means the Kent County Treasurer or his/her designee.

Section 7. Animal Shelter, Animal Shelter Director and Animal Control Officers

- a. The Kent County Animal Shelter Department is established by the Kent County Administrator for the operation of the Animal Shelter. The Animal Shelter Director shall be an employee of Kent County and shall report to the County Administrator. The Animal Shelter Director is not responsible for oversight of Animal Control Officers.

- b. Animal Control Officers and enforcement of this Ordinance will be under the supervision, oversight and control of the Kent County Sheriff. An Animal Control Officer may be deputized by the Sheriff as a peace officer and/or Special Deputy to enforce this ordinance and/or the Dog Law of 1919.
- c. An Animal Control Officer shall meet the minimum employment standards as established by the Dog Law of 1919 and any other applicable law, rule or regulation.

Section 8. Collection of Animals

- a. Capture. The Animal Control Officer or any Deputy of the Kent County Sheriff's Office may capture or take into custody:
 - 1. Unlicensed dogs;
 - 2. Dogs without current rabies vaccination certificates;
 - 3. Dogs which are Running at Large, Stray or which are not restrained with a lead or leash no greater than six (6) feet in length while off the Owner or Custodian's property; provided, however, this subsection shall not apply (1) when the dog is inside the boundaries of an established dog park accompanied by the dog's Owner or Custodian where dog park rules allow a dog to be off leash; (2) when the dog is engaged in lawful hunting accompanied by its Owner or Custodian; or (3) as allowed by other applicable law;
 - 4. Abandoned Animals;
 - 5. Animals whose treatment constitutes cruelty or abuse in violation of State law or this Ordinance;
 - 6. Animals not provided adequate care as required by State law or this Ordinance, including Section 13, Keeping of Animals;
 - 7. Animals which have bitten a person;
 - 8. Animals that are subject of a violation of this Ordinance, State law or other applicable law.
- b. Observation. The Animal Control Officer may capture and take into custody or accept and care for any Animal held for observation at the recommendation of a doctor, a veterinarian, or the County Health Department.

- c. Producing for Inspection. The Animal Control Officer or Deputy of the Kent County Sheriff's Office may require that a person owning any dog produce for inspection the dog, the required vaccination certificate, or the current license and license Tag for such dog.
- d. Failure to Produce for Inspection. Any Person upon whom a demand is made under authority of this Ordinance produce for inspection any dog, rabies vaccination certificate, license or Tag, who fails or refuses to produce the same, is in violation of this Ordinance.
- e. Interference with an Animal Control Officer. No Person shall interfere with, oppose, or resist the Animal Control Officer or Deputy Sheriff while he or she is engaged in the performance of any act authorized in this Ordinance.
- f. Unauthorized Removal from the Shelter. No Person shall remove any Animal from the Animal Shelter without first receiving permission from the Animal Shelter Director.
- g. Reclamation. All dogs reclaimed from the Animal Shelter must be licensed as specified in Sections 9 (Individual Dog Licensing) and 12 (Impoundment and Disposition).

Section 9. Individual Dog Licensing

- a. Licensing Required. Unless otherwise required by State law, all dogs shall be licensed by the County except:
 - 1. A dog under four months of age;
 - 2. A dog licensed by a municipality in which the dog Owner and dog reside;
 - 3. A dog licensed by another state or county in which the dog and Owner reside, if the Owner will be present in Kent County for thirty days or less;
 - 4. Dogs kept in Dog Kennels licensed pursuant to MCL 287.270.
- b. Rabies Vaccination. A dog license shall be issued for only a dog which has a current rabies vaccination; provided, however, that a license may be issued to an unvaccinated dog if a veterinarian states in writing that the dog should not be vaccinated for medical reasons and indicates when the dog can be vaccinated.
- c. Individual Licenses. The County Treasurer or the Treasurer's agent shall issue licenses as provided by MCL 287.274-287.274a. License fees shall be established from time to time by the County Board of Commissioners.

- d. Wearing of Tags. A license Tag shall be worn by each licensed dog at all times, except when such dog is engaged in lawful hunting accompanied by its Owner or Custodian.

Section 10. Dog Kennels

- a. Kennel Licenses. Any person who owns, keeps, or operates a Kennel may, in lieu of individual licenses required for dogs under this Ordinance and under the Statutes of the State of Michigan, apply at the Kent County Animal Shelter for a Kennel license entitling that person to own, keep, or operate such a Kennel in accordance with applicable laws of the State, including but not limited to MCL 287.270. Pets must be licensed individually and will not be covered under the Kennel license. This provision is not intended to and does not negate any obligation to obtain zoning permission from the local governmental unit if required by the local unit.
- b. Application for Kennel License. In order to obtain a Kennel License, any person who owns, keeps, or operates a Kennel at any single location within the boundaries of Kent County, except in cities, villages, or townships with their own Animal control ordinance, shall; (1) within thirty days prior to the start of such operation or; (2) a person who has been previously issued a Kennel License, shall apply for a new Kennel License for a new Kennel License by June 1 of each year, at the Animal Shelter Department which, acting as agent of the Treasurer, shall issue such license if the Dog Kennel is in compliance with Sections 10 and 11 of the Dog Law of 1919, being MCL 287.270 and MCL 287.271, and the applicant provides proof acceptable to the County that the Dog Kennel is in compliance with any applicable ordinance of the city, village, or township in which it is located.
- c. Inspection. The Animal Control Officer shall have the right to inspect any Dog Kennel in Kent County in order to determine whether said Kennel is in compliance with this Ordinance and State Statute. If the Kennel has been issued a Kennel License, it shall be the duty of the Animal Control Officer to suspend said Kennel License if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of the Dog Law of 1919, being MCL 287.270, and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the ability to revoke said Kennel License if such conditions are not corrected within a designated reasonable time.
- d. Rabies Vaccination. Each dog kept in the Kennel that is four (4) months of age or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination licensed by the United States Department of Agriculture, signed by an accredited veterinarian or affidavit of the Kennel owner.

- e. Conditions of Kennel. Any Kennel which under State law is to be covered by a Kennel License shall meet all applicable requirements of State law, including but not limited to Department of Agriculture and Rural Development, Animal Industry Division, Regulation No. 129, being R 285.129.1, Dog kennels.
- f. Animal Care. All licensed Kennels shall provide Animal care as required by applicable State law and this Ordinance, including but not limited to Section 13, Keeping of Animals.
- g. Revocation of Kennel License. A Kennel License may be revoked if the Kennel is not in compliance with State law or this Ordinance.
- h. Forfeiture of Fee. Upon revocation of a Kennel License no part of the fees paid for the License shall be returned and such fees shall be forfeited to the County.
- i. Display of License. Every person having a Kennel License shall keep the License posted and exhibited in a conspicuous manner at the Kennel.
- j. Local Zoning. No Kennel License shall be valid for any Kennel which violates any zoning ordinances or official land use plan. No Kennel License shall be valid where such use is declared a nuisance by the relevant Township Board, Village Council or City Commission.
- k. Fees. The Kent County Board of Commissioners shall set the fees associated with the Article and all other provisions in this Ordinance.

Section 11. Animal Behavior

- a. An Owner or Custodian shall not permit or enable his/her dog or Animal to Run at Large.
- b. An Owner or Custodian shall, at any time the dog is off that Person's property, restrain the dog with a lead or leash no greater than six (6) feet in length; provided, however, this requirement shall not apply (1) when the dog is inside the boundaries of an established dog park accompanied by the dog's Owner or Custodian where dog park rules allow a dog to be off leash; (2) when the dog is engaged in lawful hunting accompanied by its Owner or Custodian; or (3) as allowed by other applicable law.
- c. An Owner or Custodian shall not intentionally, or by failure to exercise due care, allow his/her dog or Animal to menace, attack or bite a person or other Animal in a place where the person or other Animal is legally entitled to be. "Menace" shall include, but not be limited to, charging, scratching, toppling, teeth-baring, snapping, growling, or other predatory mannerisms, directed at a person or other

Animal. "Menace" shall not include behavior of a dog or Animal separated from the person or other Animal by a cage, fence or other barrier.

- d. An Owner or Custodian shall not intentionally, or by failure to exercise due care, allow his/her dog or other Animal to destroy real or personal property.
- e. An Owner or Custodian shall prevent the Animal from defecating on any public or private property other than his own or shall immediately collect and properly dispose of all fecal matter deposited by the Animal while it is off his property.
- f. Stray Livestock. The Owner or Custodian of livestock or poultry shall prevent such animals from running at large on public or private property without consent of the property owner provided, however that this section shall not prohibit leading or driving livestock, under the Owner or Custodian's supervision, along a public highway.

Section 12. Impoundment and Disposition

- a. Animal Shelter. The Animal Shelter is the Animal custodial care and animal impound facility designated as such by the County. Any Stray Animal found in Kent County may be delivered to the custody of the Animal Shelter during its normal business hours.
- b. Relinquishing Strays. Any person picking up any Stray Animal promptly shall inform the Animal Shelter Director that they have found a Stray Animal and shall surrender such Animal to the Animal Shelter upon demand of the Animal Shelter Director, Animal Control Officer or law enforcement officer.
- c. Apprehension of Strays. Any person finding a Stray may assist the Animal Control Officer by holding such Animal for the Animal Control Officer to pick up or by delivering it to the Animal Shelter.
- d. Length of Impoundment. At a minimum the Animal Shelter shall impound Animals and Livestock for the length of time required by State law or applicable court order, if any.

The length of impoundment shall be computed by excluding the first day the Animal is brought to the shelter and including the last day of confinement. If the last day is Sunday, legal holiday, or day the Animal Shelter is closed to the public, the period shall be extended to the next day which is not Sunday, legal holiday, or day the Animal Shelter is closed to the public.

- e. Licensed Dogs. When any Stray dog wearing a current, valid license Tag issued by the Kent County Treasurer, his/her agent, or any municipality within Kent County is impounded pursuant to this Ordinance, the Animal Control Officer or the Animal

Shelter shall, within twelve working hours after receiving the dog, give written notice of the dog's impoundment to the person to whom the license was issued using the address given on the license application. The Notice shall inform the Owner that the dog will be impounded for seven days after the date of the Notice and must be reclaimed within that impoundment period. If the Owner does not reclaim the dog by the end of the impoundment period, the dog shall be considered unclaimed under Subsection J of this Section.

- f. Sick or Injured Animals. Any Animal that is terminally ill or suffering unduly may be humanely euthanized at the discretion of the Animal Shelter Director and any impound time shall not apply.
- g. Voluntarily Surrendered Animals. Any Animal may be humanely euthanized at the request of the Owner for a fee set from time to time by the County Board of Commissioners. No impound time is required for voluntarily surrendered Animals.
- h. Records. The Animal Shelter shall keep a record of each Animal impounded by it, the date of the impounding, the date and manner of its disposition, and if reclaimed, adopted or sold, the name and amount of all fees collected by the County because of the impounding, reclaiming, adopting or purchasing of the Animal, together with the number of any license Tag or Kennel License exhibited or purchased upon the redemption or sale.
- g. Compliance. The Animal Control Officer or Animal Shelter shall not release or sell any Animal that has been impounded in accordance with this Ordinance unless the person to whom the Animal is released or sold provides satisfactory proof that the Animal will be licensed and maintained in accordance with this Ordinance and any other relevant ordinance or statute.
- h. Medical Attention. The Animal Control Officer or Animal Shelter may employ a veterinarian whenever he or she deems necessary in a medical emergency in order to properly care for an impounded Animal. The County or Animal Shelter shall charge a fee for veterinary services and such Animal shall not thereafter be reclaimed without payment of such fee in addition to other impoundment fees and costs.
- i. Payment of Fees. All fees and costs shall be paid, or a payment plan established, prior to the release of any Animal. Fees and costs are established by the Kent County Board of Commissioners.
- j. Impoundment and Disposition. Upon conclusion of the impoundment period, if the Animal has not been reclaimed by its Owner, the Animal Shelter Director may continue to confine the Animal, release the Animal for adoption, sell the Animal or euthanize the Animal in a humane manner.

- k. Prohibition. Animals may not be sold or otherwise transferred to be used as experimental subjects.

Section 13. Keeping of Animals

- a. Adequate Care. Every person who owns or who has charge, care, or custody of an Animal shall provide sufficient food, water, shelter, Sanitary Conditions, exercise, and veterinary medical attention in order to maintain the Animal in a state of good health. Adequate Care includes but is not limited to each of the following requirements.
 - 1. Feeding. Each Animal shall be supplied with sufficient, good, wholesome food and water of sufficient quality and nutritive value to meet the daily requirements determined by the condition and size of the Animal. All Animals shall have fresh water available at all times.
 - 2. Cleanliness. All Animals and all Animal buildings or enclosures shall be maintained in a clean and sanitary condition.
 - 3. Unattended Animals. Whenever a commercial Animal facility or a Dog Kennel is left unattended, the name, address, and telephone number of the owner of the facility and the person responsible for care of the Animals shall be posted in a conspicuous place at the front of the facility.
 - 4. Dangerous Surroundings. No condition shall be maintained or permitted that is, or could be, injurious to the Animal.
 - 5. Teasing. Every reasonable precaution shall be taken to ensure that Animals are not teased, abused, mistreated, annoyed, tormented, or made to suffer by any person.
 - 6. Protection. All reasonable precautions shall be taken to protect the public from Animals and Animals from the public.
 - 7. Sick Animals. Every commercial Animal facility and Dog Kennel shall isolate sick Animals sufficiently so as to not endanger the health of other Animals.
 - 8. Ventilation and Light. Every building or enclosure wherein Animals are maintained shall be constructed of materials easily cleaned and shall be kept in a sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required

according to the physical needs of the Animals with sufficient light to allow observation of the Animals.

9. Veterinarian Attention. The Owner or Custodian shall take an Animal to a veterinarian for an examination and treatment if the Animal Control Officer finds this necessary to maintain the health of the Animal, and so orders.
10. Cages. Cages shall provide enough space to let each Animal stand up, lie down, and turn around without touching the top or sides of the cage. Cages shall be of a material and construction that permits cleaning and sanitizing. Cage floors, unless radiantly heated, shall have either a resting area above the cage floor or some type of bedding.
11. Shelter. Proper shelter and protection from the weather shall be provided at all times and at a minimum shall consist of a three-sided shelter of suitable size. Shelter floors, unless radiantly heated, shall have either a resting area above the shelter floor or some type of dry bedding.
12. Structural Strength. Housing facilities for Animals shall be structurally sound and shall be maintained in good repair to protect the Animals from injury, contain the Animal, and restrict the entrance of other Animals.

b. Cruelty

1. General Prohibition. No person shall beat, harass, injure, or attempt to beat, harass, or injure an Animal.
2. Alcohol. No person shall give an Animal any alcoholic beverage unless prescribed by a veterinarian.
3. Incompatible Animals. No person shall allow Animals, which are natural enemies, temperamentally unsuited, or otherwise incompatible to be quartered together or so near each other as to cause injury, fear, or torment. If two or more Animals are trained so that they can be placed together and without attacking each other, or performing, or attempting any hostile act toward each other, such Animals shall not be considered enemies.
4. Injurious Tack. No person shall allow the use of any tack, equipment, device, substance, or material that is, or could be, injurious or cause unnecessary cruelty to any Animal.

5. Proper Exercise. Working Animals shall be given exercise proper for the individual Animal under the particular conditions.
6. Working Sick Animals. No person shall work or use any Animal which is overheated, weakened, exhausted, sick, injured, diseased, lame, or otherwise unfit.
7. Dog in Heat. No person having a dog in heat shall permit her to be contained in a fashion which gives Animals Running at Large or Stray Animals access to her or which permits her to escape.
8. Confinement. No person shall confine a dog on a chain for more than four hours unless the chain permits movement over at least thirty square feet and allows the dog free access to a suitable shelter and water at all times.
9. Abandonment. No person shall Abandon an Animal.

Section 14. Bites

- a. Reporting. An Owner or Custodian of an Animal which is known to have bitten a person is obligated to report the bite to the Animal Control Officer and/or the Animal Shelter within twenty-four hours of knowledge of the bite. If on a weekend, the report may be made through calling emergency dispatch (911).
- b. Proof of Vaccination. Any Owner or Custodian must upon request provide proof of the Animal's rabies shots or vaccinations and if the Owner or Custodian refuses, the Animal will be presumed to have no current protections.
- c. Quarantine. Every Animal which is known to have bitten a person shall be quarantined as required by State law. Such quarantine shall be at the Animal Shelter, a veterinary office, or a place designated by the Animal Control Officer. The Owner or Custodian shall surrender the Animal to the Animal Control Officer upon request.

Section 15. Enforcement and Penalties

- a. Fines. Any person who violates this Ordinance may be responsible for municipal civil infraction violation punishable by a municipal civil infraction fine, as follows:
 1. \$100 for an initial infraction, or \$200 for a subsequent infraction within five years; and
 2. the costs of prosecution and other costs as determined by the court.

- b. Enforcement. The Animal Control Officer or any Deputy of the Kent County Sheriff's Office may also order correction of a violation and may specify the nature of corrective action required and a reasonable time limit for the corrective action to be completed. In the case of violations that may present an imminent danger to public health and safety, immediate corrective action may be required. The Animal Control Officer and any Deputy of the Kent County Sheriff's Office is authorized to issue and serve municipal civil infraction citations if he or she has reasonable cause to believe that a person has committed a violation of this Ordinance. The citation shall contain a description of the violation, that it is a civil infraction, and shall cite the specific sections of the State Statutes or this Ordinance that apply. A court which finds an individual responsible for a civil infraction may exercise equitable powers within its authority to compel current and future compliance with this Ordinance.
- c. Other Remedies. Nothing in this Ordinance shall be construed as impairing the right of Kent County or the Animal Control Officers to pursue other legal remedies, including but not limited to, injunctive relief, to enforce the provisions of this Ordinance or citation under applicable State law.

Section 16. Fees for Licenses, Services and Costs

The Kent County Board of Commissioners shall determine fees and costs for various licenses, services, and costs provided or incurred under this Ordinance.

Section 17. Amendments

This Ordinance may be amended from time to time at the discretion of the Kent County Board of Commissioners during a regularly scheduled meeting by majority vote of the members present. The Ordinance shall be read in conformity with and to include any amendments to the State statutes referenced.

Section 18. Severability

The phrases, sentences and provisions of this Ordinance are severable and the finding that any portion hereof is unconstitutional or otherwise unenforceable shall not detract from or affect the enforceability of the remainder of this Ordinance.

Section 19. Repeal

Any ordinances, rules or regulations heretofore enacted and in conflict with this Ordinance are hereby repealed.

Section 20. Effective Date

This Ordinance shall become effective July 1, 2022.

Adopted: 6/23/2022 by Resolution No. 06-23-22-82