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

1) **Call to Order**
2) **Invocation** – Wayne Ondersma, The Pier Church
   If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Student Recognition**
6) **Approval of Minutes**
   From the September 16, 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.
   - 7:01 p.m. To Consider the Necessity of Constructing Public Improvements in Fisher Avenue, South of 54th Street, and Specifically Assessing a Portion of the Costs of Those Improvements
   - 7:02 p.m. To Receive Comment on the Proposed Vacation of a Portion of Fisher Avenue SW
   - 7:03 p.m. To Consider Use of the 2024 Edward Byrne Memorial Justice Grant Funds for Program Activities
9) **Public Comment on Agenda Items**
   This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
10) **Presentations and Proclamations**
    a) Presentations
    b) Proclamations
11) **Petitions and Communications**
    a) Petitions
    b) Communications
12) **Reports from City Officers**
    a) From City Council
    b) From City Manager

13) Budget Amendments

a) To Approve a Budget Amendment to Recognize a Grant Award in the Amount of $136,500 From the State of Michigan and Appropriate the Funds for the Purpose of Fire Department Turnout Gear (Budget Amendment 13)

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 Approve Amendment No. 42 in the Articles of Incorporation of the Grand Valley Metro Council (Addition of Blendon Township)

15) Resolutions

a) To Approve Participation in EMS Consortium's Evaluation of Current Contract with EMS Providers
b) To Approve the Amended Bylaws of the Greater Wyoming Community Resource Alliance
c) To Approve the 3rd Addendum to the Cablevision Contract
d) To Approve a 10-Year Renewal of the Uniform Video Service Local Franchise Agreement with Comcast
e) To Approve and Authorize Signing of Superseding Property Rights Exchange Agreement Related to Fisher Avenue SW
f) To Declare the Necessity for Constructing Public Improvements in the Fisher Avenue, South of 54th Street, and Establish Special Assessment District #24-820 to Defray Project Costs
g) To Schedule a Public Hearing on Proposed Special Assessment Roll #24-820, Fisher Avenue Improvements
h) To Grant Final Approval for Kingsfield Estates
i) To Approve and Authorize the Mayor and City Clerk to Sign a Contract with SME to Ensure the Structural Integrity of the 28th Street Bridge

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

a) Approval of Bids
    a. Clean Water Plant Coating Project
    b. Clean Water Plant Men's Locker Room Renovations
b) To Approve the 2024 Edward Byrne Memorial Justice Assistance Grant Application
c) To Authorize the Purchase of Two Police MPACT Vehicles and Upgrades
d) To Authorize the Purchase of Rockwell Automation Components
e) To Accept a Quote from Associated Heating Sales of Grand Rapids, Inc. for the Purchase of One Sewage Pump at the Clean Water Plant
f) To Accept a Proposal from Ron Meyer & Associates Excavating Inc. for Hydrant Relocation at the Water Treatment Plant
g) To Accept a Proposal from Voss Septic, LLC for Drain Field Replacement at the Water Treatment Plant
h) To Accept a Proposal from Vos Glass, LLC for Window Replacement at the Water Treatment Plant
i) To Authorize the Purchase of Industrial Supplies for the Utility Plants

17) Ordinances

9-24 To Amend Section 90-15 of the City of Wyoming by Adding Subsection (144) to Rezone 1024, 1038 and 1042 Burton Street from FBC-CC Form Based Code Corridor Center to FBC-CS Form Based Code Corridor Neighborhood. (Final Reading)

12-24 To Amend Zoning Code Sections 90-201, 90-203, 90-216, 90-319, 90-408B, 90-420A, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, 90-1608, and 90-1902 for Clerical Corrections (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Pending Litigation and a Legal Opinion)

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 Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

CITY OF WYOMING

Wyoming Fire Department | 1250 36th Street SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: September 25, 2024

Subject: Budget Amendment (Fire Turnout Gear)

From: Dennis Van Tassell, Fire Chief

CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended City Council approve a budget amendment to recognize a grant award in the amount of $136,500 from the State of Michigan Department of Labor and Economic Opportunity and appropriate those funds for the purchase of Wyoming Fire Department turnout gear.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
  - GOAL 1 - Implement and adopt more proactive public safety initiatives.
- PILLAR 3 - STEWARDSHIP
  - GOAL 1 - Strengthen and maintain the strong financial position of the city.
  - GOAL 2 - Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The State of Michigan Department of Labor and Economic Opportunity released a funding opportunity in 2024 to assist municipalities in purchasing a second set of turnout gear for each of their suppression firefighters. The City of Wyoming applied and was awarded $136,500 in funding. This grant is 100% funded through state money and does not require any matching funds from the City. The fire department utilizes a vendor that went through the bid process and is ready to provide this vital equipment. The vendor has already measured all personnel and anticipates delivery of the turnout gear within three months of approval.

Fire turnout gear is essential equipment for many firefighting activities. Turnout gear protects firefighters so they can complete hazardous tasks. While protecting firefighters, gear becomes contaminated with the products of combustion. These products of combustion are known carcinogens, and it is imperative that turnout gear is washed and dried properly to ensure the long life of the equipment, and it helps ensure the health of the firefighters. The added protection of a second set of turnout gear has a long-lasting positive effect on the health of all firefighters and the operations of the department.

BUDGET IMPACT:

Pending approval of a budget amendment, the department will utilize funds from account 205-336-33900-744.001.

ATTACHMENT:
Budget amendment

CITY OF WYOMING BUDGET AMENDMENT

Date: October 7, 2024 **Budget Amendment No. 013**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $136,500 of budgetary authority for the purchase of turnout gear and recognize the associated grant revenue.

Description/Account Code	Current	Increase	Decrease	Amended
Public Safety Fund				
State Grants				
205-540.000	$ -	$ 136,500.00	$ -	$ 136,500.00
Fire - Fighting - Uniforms Turnout Gear				
205-336-33900-744.001	$ 124,306.00	$ 136,500.00	$ -	$ 260,806.00
Fund Balance/Working Capital (Fund 205)		$ -	$ -	

Recommended: _____ _____

Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

_____

City Clerk

10.07.24
City Manager

RESOLUTION TO APPROVE AMENDMENT NO. 42 IN THE ARTICLES OF INCORPORATION OF GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS:

1. The members of Grand Valley Metropolitan Council ("Metro Council") have by majority vote approved Amendment No. 42 (Addition of Blendon Township) in the Articles of Incorporation of Grand Valley Metropolitan Council; and
2. The amendments have now been submitted for approval by the legislative bodies of the local governmental units that belong to Metro Council.
3. The City Council of the City of Wyoming has considered Amendment No. 42 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

1. Amendment No. 42 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby APPROVED.

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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Amendment No. 42
Metro Council Resolution

Resolution No._____

AMENDMENT NO. 42

To Add Blendon Township as a Member

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION
GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, Jamestown Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, the Village of Sand Lake, Lowell Township, Nelson Township, the Village of Sparta, the Village of Caledonia, and Blendon Township for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

GRAND VALLEY METROPOLITAN COUNCIL

At a regular meeting of the Grand Valley Metropolitan Council, held on the 5th day of September 2024, at 8:30 a.m., in the Kent County Commission Chambers, Grand Rapids, Michigan.

PRESENT: Luce, Carey, VanWyndarden, Bennett, Burns, Alles, Vanderberg, Baker, Stolsonberg, Elenbaas, Charles, Falcon, Doerr, Madura, LaGrand, Shay, Porter, Suchy, Lower, Henschel, Hayes, Kepley, Washington and Dotson.

ABSENT: Artz, Balgoyen, Beard, Britton, Bujak, DeVries, Donovan, Garland, Green, Hale, Harrison, Kidd, Lesperance, Maas, Stadt, Stopples, Tillema, Wells, Wentzel, Verhulst, Vanderwood, Van Haitsma, and Weersing

The following resolution was offered by Elenbaas and seconded by LaGrand:

RESOLUTION TO AMEND ARTICLES OF INCORPORATION SO AS TO ADD THE TOWNSHIP OF BLENDON AS A PARTICIPATING LOCAL GOVERNMENTAL UNIT

A local governmental unit may join or withdraw from the Grand Valley Metropolitan Council (the "Metro Council") upon satisfaction of certain requirements set forth in the Metropolitan Council Act, Act 292 of the Public Acts of Michigan of 1989, as amended (the "Act"); and

Pursuant to Articles VIII and XX, of the Articles of Incorporation, the legislative body of the Blendon Township, Ottawa County, Michigan, has adopted a motion stating it desires to join the Metro Council.

THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The first paragraph of the Articles of Incorporation of the Metro Council is hereby amended so as to Add the Township of Blendon, Ottawa County, as a participating local governmental unit.

2. This resolution amends the Articles of Incorporation only as stated above. All other provisions of the Articles of Incorporation remain in full force and effect.

3. Upon adoption of this Resolution, the above-stated amendment in the Articles of Incorporation shall be published at least once in a newspaper of general circulation within the participating counties, cities, villages, and townships of the Metro Council.

4. Upon the publication of the above-statement amendment, the amendment shall be submitted for a vote thereon by the members elected to and serving on the legislative body of each participating local governmental unit of the Metro Council.

5. Upon final adoption of the above-stated amendment, a printed copy of the amended Articles of Incorporation shall be filed with the Michigan Secretary of State, with the clerk of each county in which is located all or any part of a participating city, village, or township, and with the clerk of each participating city, village, and township, as required by Sections 9 and 11 of the Act.

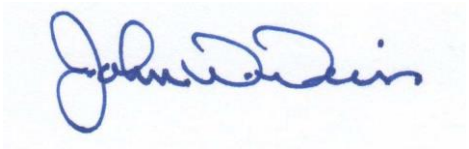
Ayes: _ALL____

Nays: __NO___

RESOLUTION DECLARED 9/5/2024

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Grand Valley Metropolitan Council at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.



_____

Executive Director

GRAND VALLEY METROPOLITAN COUNCIL
NOTICE OF ADOPTION OF AMENDMENT NO. 42
IN ARTICLES OF INCORPORATION

At a regular meeting of Grand Valley Metropolitan Council, held on September 5, 2024, 8:30 a.m., in Grand Rapids, Michigan. A quorum of the members of the Council was present.

It was moved by Elenbaas and seconded by LaGrand that the Articles of Incorporation of Grand Valley Metropolitan Council be amended as follows:

Amendment No. 42
To Add Blendon Townships as a Member.

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION
GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, Jamestown Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, the Village of Sand Lake, Lowell Township, Nelson Township, the Village of Sparta, the Village of Caledonia, and Blendon Township for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

The motion to approve the above-stated Amendment No. 42 in the Articles of Incorporation of Grand Valley Metropolitan Council was thereupon adopted.

–

I hereby certify that the foregoing is a true and complete copy of Amendment No. 42 in the Articles of Incorporation of Grand Valley Metropolitan Council, duly voted upon and adopted at the meeting of Grand Valley Metropolitan Council held September 5, and I further certify that public notice of such meeting was given as provided by law.

These amendments in the Articles of Incorporation are published by order of Grand Valley Metropolitan Council, by the County of Kent, such county being the largest participating local unit of Grand Valley Metropolitan Council.

Date: September 5, 2024

John W. Weiss
Executive Director
Grand Valley Metropolitan Council

10/07/2024
City Manager

RESOLUTION NO. _____

RESOLUTION APPRPOVING PARTICIPATION IN EMS CONSORTIUM'S EVALUATION OF CURRENT CONTRACT WITH EMS PROVIDERS

WHEREAS:

1. The City of Wyoming, along with Grand Rapids, East Grand Rapids, Plainfield Township, Rockford, Grandville and Kentwood, are members of an EMS Consortium that oversees the individual members' contracts with three ambulance providers (Life EMS, AMR and Rockford Ambulance) to provide EMS services to our communities.
2. The EMS Consortium members' contracts with the EMS providers expire on December 31, 2025.
3. The EMS Consortium has selected Healthcare Strategists to conduct an evaluation of the current contract to determine if there are potential service improvements or enhancements that could be included in a renewal contract.
4. The cost of Healthcare Strategists' evaluation is $60,000, which would be shared equally among the seven members of the EMS Consortium.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby approve participating in Healthcare Strategists' evaluation of the current contract with the EMS providers at a cost of $8,600.

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 matting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Evaluation

Resolution No. _____

CITY OF WYOMING | CITY MANAGER

1155 28th Street SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

July 1, 2022

STAFF REPORT

Date: October 3, 2024

Subject: EMS Consortium Study Participation

From: John Shay, City Manager

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council approve participation with the EMS Consortium to conduct an evaluation of the current contract with ambulance agencies and to develop recommendations to ensure our EMS system is aligned with best practices and national standards.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR - Safety
    - GOAL 1 – Implement and adopt more proactive public-safety initiatives

DISCUSSION:

Kent County communities are provided Emergency Medical Services (EMS) by three private ambulance companies (Life EMS, AMR and Rockford Ambulance). In 2013, Wyoming joined with six other communities including Grand Rapids, East Grand Rapids, Plainfield Township, Rockford, Grandville and Kentwood to study the feasibility of an EMS consortium to formalize a contract for service and memorialize service areas. This analysis led to the creation of the Kent County EMS Consortium in 2016 and a subsequent formal contract. A summary of the EMS Consortium is attached.

The EMS Consortium members have a contract with the three EMS providers that is set to expire December 31, 2025. The Consortium can either let the agreement expire, extend it by its choice or issue a request for proposals for EMS services. While the current

model has been functional, much has changed in the EMS profession. The Consortium would like to evaluate the current system to see if there are potential service improvements or enhancements. An RFP was issued earlier this year, and the Consortium approved Healthcare Strategists to conduct this analysis. Phase 1 of the analysis has a not-to-exceed price of $60,000. Each community is being asked to contribute $8,600. Depending on the results, an additional phase may be recommended, which would be a more in-depth data analysis that would require further discussion regarding cost-allocation, as the size of the communities would impact the level of work and cost to complete the study. The scope of Phase 1 is not impacted by the size of the community.

BUDGET IMPACT:

None.

HEALTHCARE STRATEGISTS

AMENDED SCOPE OF WORK AND PRICING FOR EMS SYSTEM EVALUATION – EAST GRAND RAPIDS #5645 JUNE 18, 2024

Background

Healthcare Strategists (HCS) submitted a proposal in response to Kent County's RFP #5645. In this proposal, HCS provided an approach that met the stated requirements of the RFP, along with a comprehensive projected work plan, subsequent deliverables, and a not-to-exceed price of $149,000.

After an initial discussion with the system leadership/stakeholders in the Kent County EMS System (the Consortium), a request was made to modify the scope of work and pricing for a multi-phase approach where future decisions about "next steps" will be informed by the results of the earlier phases.

To meet that need, HCS proposes the following modified proposal and pricing for Phase 1.

Scope of Work

HCS will provide an evaluation of the current contract(s) with the Advanced Life Support (ALS) agencies, using the following topics as a guide for the evaluation:

i. Service area licensing designations with consideration for population/geography, etc.
ii. First responder response requirements
iii. ALS response time standards
iv. Best practices & national standards

This evaluation will help the consortium begin to answer the questions, "Are we doing it right?" and "How can we do it better?"

(This phase does not anticipate significant time with the providers reviewing their information).

Work Plan

It is anticipated that the work plan will consist of the following:

Step 1: Alignment Conversation
A kick-off meeting with the project leadership sets the foundation for success. During this step, the objectives are discussed in greater detail. Changes in scope since the initial discussion are identified. The new goals are then reflected in a revised work plan that the client reviews and finalizes. Only through clear expectations will the project vision be achieved.

Step 2: Data Drivers
During Phase 1, qualitative/quantitative data gathering process, only data obtained from the Consortium will be requested and reviewed to define the system baseline.

Step 3: Stakeholder Input

Stakeholders identified as relevant to this phase of the project are interviewed individually or in a focus group. These should include those familiar with today's "status quo" who can provide firsthand information/opinions about how the system functions.

Step 4: Feedback Circuit

Once the subjective (stakeholders) and objective (data) inputs are synthesized, project leadership is included in a working session to discuss the initial project findings and the "gap analysis" (where you are today and where you want to be).

Step 5: Pathway Solutions – Next Phases

Based on the findings of Phase 1, informed decisions may be made about subsequent phases. Once identified, system shortcomings and/or design issues can be investigated, and solution sets developed following a more targeted approach.

Phase 1. Pricing

HCS proposes a not-to-exceed pricing for Phase 1 of $60,000.

Improving Ambulance Service in Kent County (2013)

Many local units of government in the Grand Rapids area provide some form of Emergency Medical Service (EMS) through their fire, police or public safety departments. While such units respond to a variety of medical emergencies, the actual transport of patients in the Grand Rapids area is accomplished not by local units of government but instead by private ambulance companies.

Currently, these ambulance services operate with a state license and under the supervision of a quasi-governmental agency - Kent County Emergency Medical Services, Inc. (KCEMS). As the regulatory agency, KCEMS sets standards for EMS care in its State-assigned service area. However, in most cases there is no formal contract between units of government and private ambulance companies. This situation has resulted in a number of issues including:

- Non-governmental ambulance services are under no obligation to provide service
- KCEMS has very limited power to require ambulance services to provide data or enforce non-compliance to the standards it sets
- Municipalities have very little information on the quality of care provided by ambulance services including clinical outcomes, patient satisfaction and response time intervals
- Anecdotal but chronic complaints are coming from fire/police medical first response crews having to tie up their resources waiting extended periods of time for ambulances to arrive

Municipalities have the ability to allocate ambulance service market rights through ordinance and contracts. In order to improve the current situation, several local units of government are proposing to collaborate in the formation of an **Ambulance Contracting Consortium.** It would put contracts into place with incumbent private ambulance services that have the following provisions:

- Ambulance services would be granted exclusive market rights in a long term contract based on their existing 9-1-1 territory lines. This would give them protections from other ambulance services entering the KCEMS service area.
- In return for the exclusive market rights, ambulance services would make commitments to serve; be accountable/transparent for meeting standards; provide data; participate as requested in KCEMS QI programs; be subject to penalties for failure to meet standards and requirements; and agree not to request subsidies from any of the municipalities in the Consortium.

The Consortium would also contract with KCEMS to serve as its contract management agent with duties to include:

- Aggregating data from the ambulance services to generate performance reports for Consortium municipalities
- Monitoring the ambulance services for contractual compliance and taking prescribed enforcement actions as needed on behalf of the Consortium municipalities

It is in the best interests of the communities to collaborate in this effort via the Consortium. This would avoid a situation in which municipalities acting independently inadvertently degrade service quality to citizens and increase costs for ambulance service by creating disjointed service area patchworks. This would also protect municipalities from being asked to provide subsidies. The smaller outlying communities would be most vulnerable to subsidy requests to support ambulance service and declines in service levels in the absence of the accountabilities afforded to the communities participating in the Consortium.

While some may say that granting exclusive market rights to an ambulance service is anti-competitive, this is not the case as proposed. At the end of the long-term contract, or in the event of default or withdrawal by any of the ambulance services, the territories would be allocated to another contractor via RFP. Best practices throughout the United States have shown that it is advantageous to have one or a very small number of financially strong ambulance service contractors that can rely on having territory access for a reasonable period of time. This allows them to make longer term investments in high quality staff, training, improvement programs, equipment and facilities – all to the benefit of patients and citizens. The result is an environment in which financially strong - and well regulated - ambulance services compete for the market rights rather than having larger numbers of financially weaker providers competing on the retail level for a finite number of patients within the market.

Creating a municipal consortium that puts thoughtfully-designed ambulance service contracts in place offers many benefits to citizens, ambulance companies, first response agencies, and patients – at little or no cost to municipalities and ambulance services.

10/01/2024
KK

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE AMENDED BYLAWS OF THE
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE

WHEREAS:

1. The Greater Wyoming Community Resource Alliance (GWCRA) worked with city staff to review and revise its bylaws.
2. GWCRA approved the amended bylaws at its meeting on June 25, 2024.
3. The City Council must approve the amended bylaws.

NOW, THEREFORE, BE IT RESOLVED:

1. The amended bylaws of the Greater Wyoming Community Resource Alliance are approved by the Wyoming City Council.
2. The amended bylaws are effective immediately and until such time further amendments are necessary.

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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amended Bylaws

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: September 25, 2024

Subject: Greater Wyoming Community Resource Alliance – Amended Bylaws

From: Kimberly S. Koster, GWCRA Board Chair

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council approve the 2024 amended and restated bylaws of the Greater Wyoming Community Resource Alliance (GWCRA).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR - Community
    - GOAL 3 – Enhance Community Engagement and Recreational Opportunities

DISCUSSION:

In 2007, the Greater Wyoming Community Resource Alliance (GWCRA) was incorporated as a non-profit entity with the purpose of providing a means for improvement to the community through the promotion of social, environmental, cultural, economic, health, and other programs that benefit the residents of Wyoming.

GWCRA has been largely funded through a donation from the City's spring carnival vendor who has historically given a percentage of the proceeds from the carnival to GWCRA. A portion of the proceeds has traditionally been used to provide scholarships for eligible youth to attend our Parks and Recreation programs. The remaining portion was typically made available for the purpose of providing grant funding for various community projects throughout the city. GWCRA also received donations from community members or business owners who wanted to support a specific project or donate a specific item (e.g., donation of police K9).

Much of the work related to the administration of GWCRA grants and finances has fallen on City of Wyoming staff members. Over the last several years, the focus of GWCRA also began to shift toward the need to raise funds in order to continue the

grant funding. After discussion, the GWCRA board determined that raising additional funds would be extremely difficult and was outside the scope of their desired responsibilities.

It was also determined that the donated proceeds from the carnival would be best utilized by the City's Parks and Recreation Department for their programming.

Amending the bylaws ensures that the GWCRA board can accomplish its mission without requiring a significant investment of City resources.

The major amendments to the bylaws included:

- A change in the composition of the board to ensure community representation with the requirement that "less than one-half of the board members serving at any time shall be City of Wyoming officers or employees".
- Removing the requirement that the City's Finance Director serve as the Treasurer.
- An added requirement that all board actions must comply with all applicable law as opposed to only our city ordinances, policies, and procedures.
- A requirement for two members to be appointed by the board to sign checks and other forms of payment.
- An added statement of indemnification.
- Minor housekeeping corrections (dates, numerals, etc.)

BUDGET IMPACT:

None.

GREATER WYOMING COMMUNITY RESOURCE ALLIANCE

2024 AMENDED AND RESTATED BYLAWS

ARTICLE I
PURPOSE AND MEMBERSHIP

1.1 The Greater Wyoming Community Resource Alliance ("**GWRCA**") was incorporated as a Michigan nonprofit corporation in 2007, as an exempt organization formed for charitable, scientific, and educational purposes under subsection 501(c)(3) of the United States Internal Revenue Code, to provide for a means to positively improve the fabric of the community through the promotion of social, cultural, environmental, economic and health and wellness programs.

1.2 The GWRCA is a non-stock, membership organization. All persons, regardless of residency, who believe in the purposes of the GWRCA are welcome to join.

ARTICLE II
GOVERNANCE

2.1 The GWCRA will be governed by an executive board comprised of not less than 5 but not more than 11 members, 2 of whom will be those City of Wyoming, Michigan ("City") officers designated in section 2.2, and the remainder of whom will be appointed by the City Council of the City ("**City Council**") for staggered 3-year terms ("**Board**"). Less than one-half of the Board members serving at any time shall be City of Wyoming officers or employees.

2.2 The following will be *ex officio* members of the Board with full voting rights until the end of their term of office or, if they are designees of the identified City officer, until either the end that officer's term of office or until that officer rescinds that designation.

A. A City Council member appointed by the City Council.

B. The City Manager of the City or the City Manager's designee.

2.3 To achieve staggering of the terms, the following shall apply:

A. One-third of the Board members of the initially appointed by the City Council shall be appointed to a term of 1-year initially, then 3-years thereafter; one-third of the Board members initially appointed by the City Council shall be appointment shall be appointed to a term to2-years initially, then 3-years thereafter; and the final Board members initially appointed by the City Council shall be appointed to a term of 3-year terms initially, then 3-years thereafter.

B. Any Board members appointed by the City Council to fill a vacancy for an unexpired term shall serve only until the end of that unexpired term.

2.4 There are no term limits. The City Council may reappoint Board members for subsequent terms as many times as the City Council deems appropriate.

2.5 After the initial appointment, the City Council shall appoint Board members to be appointed by the City Council from a list of nominees submitted by a nominating committee comprised of at least 2 Board members appointed by the Board Chair. The nominating committee shall submit a list of nominees to the City's Mayor and to the Board Chair not later than the Friday of the first full week of October of each year. The City Council shall make its appointments no later than its last meeting in December of each year.

2.6 Terms of office for Board members appointed by the City Council (not the *ex officio* members) shall begin on January 1 and end on December 31.

2.7 A Board member may be removed from the Board by a majority vote of the remaining Board members for just cause including but not limited to verbally abusive or violent behavior, illegal acts, failure to perform assigned tasks, failing to disclose or acting with a conflict of interest, or other acts that may interfere with the GWCRA's fulfillment of its purposes. The Board Chair will notify the Mayor in writing of the removal of a Board member.

ARTICLE III

OFFICERS

3.1 At its first regular meeting of each fiscal year, the Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer.

3.2 The Chair shall preside at Board meetings and, if called, membership meetings, and prepare the agendas for meetings in consultation with the officer officers.

3.3. The Vice Chair shall act in the Chair's stead in the absence or unavailability of the Chair.

3.4 The Secretary/Treasurer shall take minutes, notify Board members and GWCRA members of meetings, maintain the GWCRA records make its payments, handle its deposits and funds, assist in preparation of its budgets and audits, and file such annual filings with governmental agencies as may be under applicable law.

3.5 All officers shall perform such other acts as may from time-to-time be authorized and directed by the Board.

ARTICLE IV
MEETINGS

4.1 Regular Board meetings shall be at the dates, times and places established by resolution of the Board, but not less frequently than semi-annually.

4.2 The Chair or any 2 board members may call a special meeting of the Board at the date, time and place stated in a notice provided to all board members at least 48 hours before the meeting.

4.3 The Board may in its procedures allow for virtual meetings using a conference telephone call, video meeting technology or other means. If allowed by the Board's procedures, one or more Board members unable to personally attend an in-person meeting may be allowed to attend, be counted toward a quorum, vote and otherwise fully participate in that meeting by virtual means.

4.4 Board members may not grant others a proxy to vote in their stead.

4.5 The Board shall host an annual membership meeting in January of each year.

4.6 A special membership meeting may be called by the Chair or a majority of the Board members.

4.7 The Board shall, by a majority vote establish and amend as it deems necessary rules of procedure for Board and membership meetings. In the absence of such rules the most current edition of Roberts Rules of Order shall apply.

ARTICLE V
AUTHORITY AND BUSINESS

5.1 All the business, property and affairs of the GWCRA shall be managed by and under the direction and control of the Board.

5.2 All Board actions must comply with applicable law.

5.3 The Board may authorize any officer or officers, agent or agents, to enter into any contracts, to execute and deliver any documents or instruments or to acknowledge any document or instrument required by law to be acknowledged in the name of and on behalf of the GWCRA. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged must be stated in a written document signed by an authorized Board officer. When the Board authorizes execution of any document or instrument, without specifying the executing officers, the Chairperson or the Secretary may execute it.

5.4 No loans shall be contracted on behalf of the GWCRA and no evidence of indebtedness shall be issued in its name unless authorized by a Board resolution granting authority to do so that is either general or confined to specific instances.

5.5 The Board may authorize any two officers or agents specifically appointed by the Board to sign checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the GWCRA.

5.6 All GWCRA funds not otherwise employed shall be deposited from time to time to the credit of the GWCRA in such banks, trust companies or other depositories as the Board may select.

ARTICLE VI
GENERAL MATTERS

6.1 The GWCRA's fiscal year shall be July 1 to June 30.

6.2 To the extent of its assets or any applicable insurance, the GWCRA shall indemnify directors, officers, employees, nondirector volunteers, and agents of the GWCRA to the extent and in the manner provided in chapter 5, sections 561 through 571 of Michigan's nonprofit corporation act, 1982 PA 162, MCL 450.2561 – 450.2571, as they may from time to time be amended or replaced.

6.3 These bylaws may be amended by a resolution of the City Council following a recommendation of the Board.

6.4 Upon dissolution for any reason, all GWCRA assets remaining after paying all GWCRA obligations, debts and liabilities, shall be distributed to the City in accordance with the GWCRA's articles of incorporation.

CERTIFICATION

I certify these 2024 Amended and Restated Bylaws of the Greater Wyoming Community Resource Alliance were approved by the City Council of the City of Wyoming at a regular meeting held on October 7, 2024, following a recommendation from the Executive Board of the Greater Wyoming Community Resource Alliance.

_____

Kelli A. VandenBerg, Wyoming City Clerk

10.07.2024
City Manager

RESOLUTION NO. ____

RESOLUTION APPROVING 3RD ADDENDUM TO CABLEVISION CONTRACT

WHEREAS:

1. Wyoming, Kentwood and WKTV (formerly known as "Southkent Cable TV Commission") entered into a Cablevision Contract dated August 7, 1995, that was amended by an Addendum dated August 6, 2001, and by an Addendum dated August 12, 2002 that provided for payments of a portion of the franchise fee Wyoming collects from cablevision operators to WKTV.
2. Because of decreasing revenues from cable franchise or consent fees due, at least in part, to increasing numbers of consumers using streaming services rather that cable television, the Cities' payments to WKTV under the 1995 Contract as amended by the addenda have decreased.
3. Earlier this year, Councilmembers voiced support for increasing the portion of cable franchise fees to be paid to WKTV from 37% to 47%.
4. The 3rd Addendum to Cablevision Contract incorporates that change and also incorporates WKTV's name and address changes.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 3rd Addendum to Cablevision Contract is approved. The Mayor and City Clerk are authorized and directed to sign them for the city and city staff is authorized and directed to fully implement it in accordance with its terms.
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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Addendum

Resolution No. _____

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

STAFF REPORT

Date: September 18, 2024
Subject: WKTV Franchise Fee
From: John Shay, City Manager
Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the Council adopt the Resolution Approving 3rd Addendum to Cablevision Contract.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
  - GOAL 1 – Strengthen and maintain the strong financial position of the City

DISCUSSION:

As discussed in the April work session, Comcast pays the City both public, educational and governmental (PEG) fees and franchise fees to provide a cable television PEG channel run by WKTV and to reimburse the City for the Comcast's use of City rights-of-way. The City transfers 100% of the PEG fees (FY 2024 = $128,897) and 37% of the franchise fees (FY 2024 = $223,100) to WKTV to help fund its operations. The City retains the rest of the franchise fees (FY 2024 = $379,873). As the table below illustrates, PEG fees and franchise fees have decreased over the years as consumers "cut the cord," replacing cable TV with streaming services.

Year	PEG Fees	Franchise Fees	Total Fees	Paid to WKTV	Net to City	YOY Decrease	
2018	$191,605	$859,157	$1,050,763	$509,493.54	$541,269.11		
2019	$185,085	$832,884	$1,017,969	$493,252.12	$524,716.65	-3%	
2020	$175,874	$809,467	$985,341	$475,376.97	$509,964.36	-3%	
2021	$171,409	$783,593	$955,003	$461,338.90	$493,663.66	-3%	
2022	$162,411	$750,397	$912,808	$440,057.49	$472,750.10	-4%	
2023	$150,880	$701,788	$852,668	$410,541.29	$442,126.44	-7%	
2024	$128,897	$602,973	$731,870	$351,997.38	$379,872.80	-14%	
2024	$128,897	$602,973	$731,870	$370,086.56	$361,783.62	-$18,089.18	reduction if had been paid out to WKTV at 40%
2024	$128,897	$602,973	$731,870	$400,235.20	$331,634.99	-$48,237.82	reduction if had been paid out to WKTV at 45%
2024	$128,897	$602,973	$731,870	$412,294.65	$319,575.53	-$60,297.27	reduction if had been paid out to WKTV at 47%

Almost all WKTV revenues come from these fees. Since these revenues are decreasing, WKTV is requesting Wyoming and Kentwood to increase their franchise-fee payments from 37% to 47%. This would increase payments by Wyoming to WKTV about $60,000 with a corresponding decrease in General Fund revenues for the City.

WKTV plans to use this increase in revenues to hire a development director to fundraise and seek grants to provide additional revenue sources. This new employee would also create a fee-based system to provide certain video services. WKTV has indicated that, if its revenues increase because of increased donations and grant revenue, and if streaming services are required to pay franchise fees, then the City's contribution to WKTV could return to its current 37% level.

Kentwood has agreed to increase its contributions to the 47% level.

BUDGET IMPACT:

There would be an additional cost to the General Fund of about $60,000.

3RD ADDENDUM TO CABLEVISION CONTRACT

This 3rd Addendum to Cablevision Contract is made as of November 1, 2024, among the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905, the City of Kentwood, a Michigan municipal corporation of 4900 Breton Ave SE, Kentwood, MI 49508-8848, and Wyoming-Kentwood Television (**WKTV**), a Michigan nonprofit corporation of 5261 Clyde Park Ave SW, Wyoming, MI 49509.

RECITALS

A. The parties entered into a Cablevision Contract dated August 7, 1995 (**1995 Contract**) that was amended by an Addendum dated August 6, 2001, and by an Addendum dated August 12, 2002, that together form the contractual relationship among the parties (the **1995 Contract as amended**).

B. Because of decreasing revenues from cable franchise or consent fees due, at least in part, to increasing numbers of consumers using streaming services rather that cable television, the Cities' payments to WKTV under the 1995 Contract as amended have decreased.

C. The parties wish to again amend the 1995 Contract.

TERMS AND CONDITIONS

For the consideration in and referred to by this Agreement, the parties agree:

1. Amendment to Name and Address. The 1995 Contract as amended is further amended as follows:

   A. "Southkent Cable TV Commission" when used in the 1995 Contract as amended shall now be "Wyoming-Kentwood Television (WKTV)" and the word "Commission" shall now be "WKTV."

   B. The address of WKTV is changed to 5261 Clyde Park Ave SW, Wyoming, MI 49509.

2. Amendment to Section 2. Section 2 of the 1995 Contract as amended is again amended to read:

   2. FUNDING.
   A. The City of Wyoming shall pay 47% and the City of Kentwood shall pay 47% of the franchise or consent agreement fees they each collect from any cable system operator to WKTV.
   B. Public, educational or government grants provided by a cable system operator pursuant to a franchise or consent agreement shall be paid to WKTV.

3. Remainder of Contract. All other provisions of the 1995 Contract shall remain if full effect.

4. Effective Date. This Addendum shall take effect November 1, 2024.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form: 

_____
Scott G. Smith, City Attorney

City of Kentwood

By: _____
Stephen Kepley, Mayor

By: _____
Dan Kasunic, City Clerk

Date signed: _____, 2024

Approved as to form:

_____
Jeffrey V.H. Sluggett, City Attorney

Wyoming-Kentwood Television

By:_____
Tom Norton, Executive Director/GM

By:_____
Les Raebel, President

Date signed: _____, 2024

RESOLUTION NO. ____

RESOLUTION APPROVING 10-YEAR RENEWAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH COMCAST

WHEREAS:

1. Comcast has a current franchise agreement with the city to provide cable television services within the city.
2. That franchise agreement is nearing the end of its term and Comcast wishes to renew it.
3. All cable television franchise agreements in Michigan are now required by 2006 PA 480 to be on a standard form.
4. The franchise fees and other amounts to be paid for the franchise and use of city rights-of-way are also limited by state law.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Uniform Video Service Local Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC is approved, and the City Manager is authorized and directed to sign it for the city.
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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Contract

Resolution No. _____

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

STAFF REPORT

Date: September 30, 2024
Subject: Comcast franchise renewal
From: John Shay, City Manager
Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the Council adopt the Resolution Approving 10-Year Renewal of Uniform Video Service Local Franchise Agreement with Comcast.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
  - GOAL 1 – Strengthen and maintain the strong financial position of the City

DISCUSSION:

The 10-year cable television franchise agreement with Comcast is due to expire at the end of October. Comcast has asked to renew it. The franchise agreement and its renewal are on a state-required form "Uniform Video Service Local Franchise Agreement." Our current franchise agreement and renewal provide for a 1% public, education, and government (PEG) fee that can be used only for capital costs of the PEG provider (WKTV). The current franchise agreement and renewal also call for payment of the maximum 5% cable franchise fee.

Due to customers "cutting the cord," those fees have decreased over the years but remain significant. The total amount paid in 2024 is expected to be $731,870. A portion of those fees is remitted to WKTV.

BUDGET IMPACT:

The amounts provided are placed in the general fund with a portion remitted to WKTV in accordance with the agreement Wyoming and Kentwood have with WKTV, an addendum to which is also on this agenda.

INSTRUCTIONS FOR
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**

- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

    1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

        "[insert PROVIDER'S NAME]
        [CONFIDENTIAL INFORMATION]"

    2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.

- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.

- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.

- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.

- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.

- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.

- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

  Michigan Public Service Commission
  Attn: Video Franchising
  6545 Mercantile Way
  P.O. Box 30221
  Lansing, MI 48909

  Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Wyoming, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- **A.** "Cable Operator" means that terms as defined in 47 USC 522(5).
- **B.** "Cable Service" means that terms as defined in 47 USC 522(6).
- **C.** "Cable System" means that term as defined in 47 USC 522(7).
- **D.** "Commission" means the Michigan Public Service Commission.
- **E.** "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- **F.** "FCC" means the Federal Communications Commission.
- **G.** "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- **H.** "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- **I.** "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- **J.** "IPTV" means internet protocol television.
- **K.** "Local unit of government" means a city, village, or township.
- **L.** "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
- **M.** "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- **N.** "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- **P.** "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- **R.** "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- **S.** "Video programming" means that term as defined in 47 USC 522(20).
- **T.** "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- **U.** "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- **V.** "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).

B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.

C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.

E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.

F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.

G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.

i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.

H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.

I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.

J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.

K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.

L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.

M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.

N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:

i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.

ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.

C. [**If the Provider is using telecommunication facilities**] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**
   i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
   ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
   iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
   iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
   v. All revenue derived from compensation arrangements for advertising to the local franchise area.
   vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**
   i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
   ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
   iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _1%_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _1___% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _------__% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Wyoming:

Attn:

Fax No.:

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Sr. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Wyoming, a Michigan Municipal Corporation

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast

By Craig D'Agostini
Print Name Vice President of Government and Regulatory Affairs
Title 41112 Concept Drive
Address Plymouth, MI 48170
City, State, Zip 734 359-2240
Phone 734-892-2159
Fax Craig_D'agostini@cable.comcast.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted: September 12, 2024
Date completed and approved: October 7, 2024

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 9, 2024		
Applicant's Name: Comcast of California/Massachusetts/Michigan/Utah, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 06-1116778		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Jeff Snyder		
Title: Senior Manager, External Affairs		
Address: 5300 Patterson Ave. Suite 230 | Grand Rapids, MI 49512		
Phone: (616)560-1922	Fax:	Email: Jeffrey_Snyder@comcast.com

Name: Matt Kelley		
Title: Director, Government Affairs		
Address: 720 Taylor St., Ft. Wayne, IN 46802		
Phone: 317-771-2104	Fax:	Email: Matthew_Kelley@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

Verification
(Provider)

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs	
Signature: Craig D'Agostini	*Date: September 9, 2024*

(Franchising Entity)

City of Wyoming, a Michigan municipal corporation

By

0Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1

October 7, 2024
City Attorney/Public Works

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SIGNING OF SUPERSEDING PROPERTY RIGHTS EXCHANGE AGREEMENT RELATED TO FISHER AVENUE SW

WHEREAS:

1. On August 5, 2024, the City Council approved a Property Rights Exchange Agreement with Zuiderveen Enterprises LLC (Zuiderveen) that provided for the vacation of a portion of Fisher Ave SW, conveyance to the city of property to construct a cul-de-sac north of the current street end, and conveyance to the city of a storm sewer easement.
2. Due to concerns that arose during Zuiderveen's due diligence effort, city and Zuiderveen representatives have negotiated a Superseding Property Rights Exchange Agreement to provide alternative approaches to the property rights needed by each party.

NOW, THEREFORE, BE IT RESOLVED:

1. The Superseding Property Rights Exchange Agreement is approved in generally the form provided as part of the agenda packet for this meeting, subject to such changes as are approved by the Public Works Director and City Attorney.
2. The Mayor and City Clerk are authorized and directed to sign that agreement and city staff is authorized and directed to implement it in accordance with its terms.
3. All resolutions and parts of resolutions conflicting with this resolution are rescinded to the extent of their conflict.

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

CERTIFICATION

I certify this resolution adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Agreement

Resolution No. _____

CITY OF WYOMING

City Attorney | 2660 DeHoop Ave. SW, Suite B, Wyoming MI 49509
616.265.3060 | Fax 616.265.3063 | wyomingmi.gov

STAFF REPORT

Date: October 2, 2024

Subject: Superseding Fisher Avenue Agreement

From: Scott Smith, City Attorney

Meeting Date: October 7, 2024

RECOMMENDATION:

Adopt Resolution Approving and Authorizing Signing of Superseding Property Rights Exchange Agreement Related to Fisher Avenue SW.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Because Fisher Ave SW is unpaved and floods or is a muddy mess with wet weather events the city is paving it with a turnaround at the south end, installing water and sanitary sewer lines, and constructing a storm sewer outlet to Buck Creek. The Council approved the construction contract on September 3, 2024.

Property rights from 5522 Clay Avenue, owned by Zuiderveen Enterprises L.L.C, (Zuiderveen) are required to construct a standard 35-foot radius turnaround and to construct storm sewer across the property. Since that is the southernmost property along Fisher Avenue, a portion of the existing road right-of-way could be vacated t without impacting others' access.

A property rights exchange agreement that the City Council approved on August 5, 2024, calls for the vacation of a portion of the right-of-way and for Zuiderveen to convey to the city property for the turnaround and a storm water easement to the creek. A resolution to vacate a portion of the street was to be considered at the October 7 Council meeting. However, after working for several months with a title insurer, Zuiderveen has concerns about title to the property once the right-of-way is vacated. To continue with the project, we worked with Zuiderveen on an alternative arrangement allowing Zuiderveen to use the portion of the right-of-way that was to be vacated in exchange for an easement to construct the cul-de-sac. This superseding property rights exchange agreement provides for vacation of the right-of-way and conveyance by deed of the cul-de-sac property if Zuiderveen later wishes to pursue that alternative.

BUDGET IMPACT:

Funded by the Capital Improvement Fund, Capital Outlay Storm Sewer Account No. 400-441-45200-972.452.



SUPERSEDING PROPERTY RIGHTS EXCHANGE AGREEMENT

This Superseding Property Rights Exchange Agreement (this "**Agreement**"), dated as of October 8, 2024, is between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 ("**City"**) and Zuiderveen Enterprises, L.L.C., a Michigan limited liability company of 12828 Bayou Ct, Wayland, MI 49348 ("**Zuiderveen"**).

RECITALS

A. City and Zuiderveen are parties to a Property Rights Exchange Agreement dated as of August 1, 2024 (the "**August Agreement**"), in which or pursuant to which:

1. Zuiderveen would convey to City a storm water easement over property Zuiderveen owns commonly known as 5522 Clay Ave SW (PP# 41-17-36-178-016) and 5534 Clay Ave SW (PP# 41-17-36-179-035) (the "**Zuiderveen Property"**) along what would be the eastern right-of-way line of Fisher Ave. SW, if extended south (between it and the railroad right-of-way) as depicted and described on the attached **Exhibits C and D** (the "**Storm Water Easement"**) for the consideration of ($6,000).

2. City would vacate and quitclaim to Zuiderveen the portion of the southern end of the Fisher Ave. right-of-way where it dead ends into the property commonly known as 5522 Clay Ave. SW, as depicted as and described on the attached **Exhibit B** ("**Vacation Property"**).

3. If City vacated the Vacation Property, Zuiderveen would convey to City by a quitclaim deed the property depicted and described on the attached **Exhibit A** ("**New Street End Property"**) located north of the Vacation Property so City can construct a cul-de-sac to ensure there is sufficient room for emergency vehicles, snowplows, trucks, and other vehicles to turn around.

4. The parties clarified there will be a special assessment for road, water, and storm water improvements and sought to ensure the tenant on the Zuiderveen Property consents to the Storm Water Easement.

B. While the parties believe City's vacation and conveyance to Zuiderveen by quitclaim deed would provide Zuiderveen marketable title to the Vacation Property, Zuiderveen has been unable to secure a commitment to insure Zuiderveen's title interest in the Vacation Property.

C. Consequently, the parties wish to enter into this Agreement to supersede the August Agreement to provide an alternative means to provide for their respective uses of the Vacation Property and New Street End Property without the vacation and quitclaim conveyances described in the August Agreement.

TERMS AND CONDITIONS

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

1. Zuiderveen Encroachment.

A. Zuiderveen may use the Vacation Property for any purposes it could use the Vacation Property for if the Vacation Property was a part of the Zuiderveen's Property (the **"Encroachment Agreement"**). City will, for all purposes, treat the Vacation Property as if it were part of the Zuiderveen Property. Zuiderveen may assign Zuiderveen's rights under the Encroachment Agreement to use the Vacation Property to any tenant of and any successor in interest to the Zuiderveen Property, to the same extent as if Zuiderveen owned the Vacation Property.

B. Just as if Zuiderveen owned the Vacation Property:

1. Zuiderveen will hold City and its officers and employees harmless from liability for personal injuries or property damage suffered by Zuiderveen or Zuiderveen's tenants or any of their members, officers, employees, tenants, subtenants, licensees, or invitees due to Zuiderveen's or their occupation or use of the Vacation Property.

2. Zuiderveen will indemnify City and its officers and employees for third-party injuries or property damage on the Vacation Property to the extent resulting from the acts or omissions of Zuiderveen or Zuiderveen's tenant(s) or any of their members, officers, employees, tenants, subtenants, licensees, or invitees.

3. Zuiderveen shall carry or ensure Zuiderveen's tenant or other occupant(s) of Zuiderveen's Property carries general commercial liability insurance in a commercially reasonable amount (*e.g.*, not less than $2,000,000) covering the Vacation Property and City, including City's officers and employees, to the extent caused by Zuiderveen's acts or omissions.

C. Parties intend that the Encroachment Agreement will be permanent and run with the 5522 Clay Ave. parcel. If, for any reason, a City or a court or another governmental officer or agency of competent jurisdiction determines that the Encroachment Agreement is terminated:

1. Zuiderveen may terminate the Street End Easement by sending to the City a notice of termination and recording a termination of easement with the Kent County Register of Deeds.

2. City shall pay to Zuiderveen (i) an amount equal to twice the then fair market value of the improvements Zuiderveen made on or to the Vacation Property to compensate Zuiderveen for the loss of the value of those improvements, plus (ii) an amount needed to construct or install like improvements on the New Street End Property.

3. City staff will support any variance or other approvals needed to allow replacement of terminated uses of and improvements to/on the Vacation Property with the same uses of and improvements to/on the New Street End Property.

D. The parties acknowledge that there is no separate written Encroachment Agreement other than the Encroachment Agreement as contained within this Agreement and that the terms of the Encroachment Agreement shall survive the Closing described in Section 7.A.

2. Vacation. City's Planning Commission recommended that City's City Council approve the vacation of the Vacation Property and, at its meeting of October 7, 2024, City's City Council held a public hearing on the proposed vacation of the Vacation Property after providing notice of the public hearing in the legally required form and manner. If, on or before October 6, 2026, Zuiderveen or a successor in interest to Zuiderveen's Property notifies City's City Manager in writing (i) it wishes to conclude the vacation and conveyance by quitclaim deed of the Vacation Property and (ii) it will simultaneously convey to City by quitclaim deed all of its right, title, and interest to the New Street End Property, then:

A. City's City Council, shall within 30 days after the City Manager's receipt of that notice, adopt a resolution to vacate the Vacation Property while retaining easements for existing utilities as provided for herein, and any applicable existing easements of record.

B. Within 14 days after the adoption of that resolution to vacate the Vacation Property, City shall convey by a quitclaim deed to Zuiderveen or to Zuiderveen's successor in interest to the Zuiderveen Property all of City's right, title and interest to the Vacation Property subject to easements for existing utilities and any applicable existing easements of record in substantially the form attached as Exhibit Hfor the consideration of One and 00/100 Dollars ($1.00).

1. City will not provide any title abstract, title insurance, or other assurance of title. City will not provide any survey. If Zuiderveen desires either assurance of title or a survey, it may acquire them without cost to City.

2. Except as expressly stated in this Agreement, this conveyance will be "as is" and "where is" without any warranty as to the condition of the Vacation Property, the absence or presence of hazardous substances or materials, the suitability of the Vacation Property for any particular purpose or use, or any other aspects of the Vacation Property. City represents and Zuiderveen accepts City's representation that City is without any reliable information as to the condition, including the environmental condition of the Vacation Property. Zuiderveen agrees that it will have no recourse against City or City's officers, employees, or other agents arising from the conditions in, on, under, or over the Vacation Property.

C. City will be responsible for obtaining any lot split or boundary line adjustment approvals required under any applicable City ordinance for the addition/combination of the Vacation Property to the Zuiderveen Property at 5522 Clay Avenue.

C. City's vacation process concludes with its City Council's adoption and City's recording of a resolution to vacate the Vacation Property. City will not seek to amend any plat and will not seek any

state approval of or file any legal action to seek court approval of the vacation of the Vacation Property. If Zuiderveen wishes to amend any involved plat or to seek any court orders or other approval, Zuiderveen may do so at its expense and City will cooperate provided Zuiderveen pays any expenses City incurs in such cooperation.

3. Storm Water Easement. Zuiderveen will grant to City in exchange for payment in the amount of Six Thousand and 00/100 Dollars ($6,000.00) by the City to Zuiderveen the Storm Water Easement substantially in the form attached as **Exhibit E**.

4. New Street End Property Easement.

A. Zuiderveen will convey to City for the consideration of One and 00/100 Dollars ($1.00) by a right-of-way and utility easement in, on, over, and under the New Street End Property free of any mortgages or other liens, but subject to any easements of record in generally the form attached as Exhibit F, subject to such changes as City's City Manager and legal counsel approve.

B. The cul-de-sac constructed on the New Street End Property will have a rolled curb along its southerly end to ensure access to the adjacent railroad property without entering on Zuideveen's Property or any of the Vacation Property within any fence constructed by Zuiderveen on the Vacation Propety.

5. New Street End Property Deed. If City vacates the Vacation Property, Zuiderveen will, simultaneously with City's conveyance of the Vacation Property to Zuiderveen as provided in Section 2 above, convey to City for the consideration of One and 00/100 Dollars ($1.00) by a quitclaim deed generally in the form attached as Exhibit G with such changes as City's City Manager and legal counsel approve, the New Street End Property free of any mortgages or other liens, but subject to any easements of record.

A. Zuiderveen will not provide any title abstract, title insurance, or other assurance of title. Zuiderveen will not provide any survey. If City desires either assurance of title or a survey, it may acquire them without cost to Zuiderveen.

B. Except as expressly stated in this Agreement, this conveyance will be "as is" and "where is" without any warranty as to the condition of the New Street End Property, the absence or presence of hazardous substances or materials, the suitability of the New Street End Property for any particular purpose or use, or any other aspects of the New Street End Property. Zuiderveen represents and City accepts Zuiderveen's representation that Zuiderveen is without any reliable information as to the condition, including the environmental condition of the New Street End Property. City agrees that it will have no recourse against Zuiderveen or Zuiderveen's members, directors, officers, employees, or other agents arising from the conditions in, on, under, or over the New Street End Property.

C. City will be responsible for obtaining any lot split or boundary line adjustment approvals required under any applicable City ordinance for the removal of the New Street End Property from the Zuiderveen Property.

6. Notice of Facility Status. City and Zuiderveen acknowledge that:

A. Consistent with the requirements of Part 201 of the Michigan natural resources and environmental protection act ("Part 201") at MCL 324.20116(1), Zuiderveen is providing notice that part of the Zuiderveen Property is a 'facility' as defined by Part 201 because contaminants including benzene, ethylbenzene, and xylenes have been identified in soil or groundwater at concentrations that exceed the cleanup criteria for unrestricted residential use.

B. With Zuiderveen's consent, City contracted Dixon Environmental Consulting, Inc. to conduct environmental site assessment work of the New Street End Property, and Storm Water Easement Area, and has provided to Zuiderveen a copy of the resulting report dated June 25, 2024, which concludes that neither the New Street End Property nor the Storm Water Easement Area is a facility under Part 201.

7. Closing and Diligence.

A. Closing of the conveyances described in Sections 3 and 4 must occur no later than October 10, 2024.

1. At this closing City shall provide: (1) the Storm Water Easement signed by the City in substantially the form attached as Exhibit E, (2) the sum of $6,000 for the Storm Water Easement, (3) the Right-of-Way and Utility Easement in the New Street End Property signed by City in substantially the form attached as Exhibit F, and (4) the sum of $1.00 for the Right-of-Way and Utility Easement.

2. At this closing Zuiderveen will provide: (1) the Storm Water Easement signed by Zuiderveen in substantially the form attached as Exhibit E and (2) the Right-of-Way and Utility Easement in the New Street End Property signed by City in substantially the form attached as Exhibit F.

B. If needed following notice by Zuiderveen as provided in Section 2, a closing of the conveyances described in Section 2 and 5 must occur no later than forty-five (45) days after the City Manager receives Zuiderveen's notice to the City Manager.

1. At this closing, City shall provide: (1) a certified copy of the resolution vacating the Vacation Property in a recordable form, (2) quitclaim deed for the Vacation Property signed by the City in substantially the form attached as Exhibit H, and (3) the sum of $1.00 for the New Street End Property.

2. At this closing Zuiderveen will provide: (1) the quitclaim deed for the new Street End Property signed by Zuiderveen in substantially the form attached as Exhibit G and (2) the sum of $1.00 for the Vacation Property.

C. The parties will equally share any Closing costs. City will pay the cost of recording the documents attached as exhibits and of the resolution to vacate the Vacation Property. Zuiderveen will pay the costs for recording any mortgage discharge or for discharges of any other liens on the New Street End Property. Each party will pay its own attorneys' fees.

8. Special Assessment. The parties agree that if the City completes the improvements contemplated in this Agreement, namely, the paving of Fisher Ave, installation of a water line to provide a hydrant and improved fire protection, the shortening of the Fisher Ave right-of-way, and construction of a new storm sewer, a special assessment shall be levied against the Zuiderveen Property and Zuiderveen's 5445 Fisher Street property in the amount of approximately $35,000.00, which special assessment shall be assessed and payable in installments or in a lump sum at the option of the payor.

9. Representations and Warranties.

A. Zuiderveen represents and warrants to City as of the date of this Agreement and through the closing:

1. This Agreement and the conveyances required by it will not conflict with or breach another Zuiderveen contract.

2. When fully executed, this Agreement and documents related to it will be legal, valid, and binding on Zuiderveen in accordance with their terms and conditions, subject to the City's approval of the vacation of the Vacation Property pursuant to Section 2 above.

3. To the best of Zuiderveen's knowledge, there is no pending or threatened litigation, proceeding, lien, or governmental investigation, condemnation, or threatened condemnation relating to any property interests to be conveyed under this Agreement.

4. Zuiderveen is in good standing under the laws of Michigan and has taken all necessary and required corporate actions to approve this Agreement and the transactions provided for by this Agreement.

B. City represents and warrants to Zuiderveen as of the date of this Agreement and through the closing:

1. This Agreement and the conveyances required by it will not conflict with or breach another City contract.

2. When fully executed, this Agreement and documents related to it will be legal, valid, and binding on City in accordance with their terms and conditions, subject to the City's approval of the vacation of the Vacation Property pursuant to Section 2 above.

3. To the best of City's knowledge there is no pending or threatened litigation, proceeding, lien, or governmental investigation, condemnation, or threatened condemnation relating to any property interests to be conveyed under this Agreement.

4. City is in good standing under the laws of Michigan and has taken all necessary and required actions to approve this Agreement and the transactions provided for by this Agreement.

C. The parties represent and warrant to one another that there are no brokerage fees, commissions, or other amounts due any real estate broker or agent as a result of this Agreement or the conveyances provided for in this Agreement. If it is later determined that any such amounts are due, the party responsible for the agency or other relationship causing them to be due shall pay those amounts.

10. Lessee's Consent. Zuiderveen will ensure that all lessees of the Zuiderveen Property are aware of and consent to the Storm Water Easement and the construction and installation to occur within it.

11. Assignment and Benefit. Generally, neither party may assign this Agreement or any rights or obligations under it without the other party's prior written consent. However, Zuiderveen may, as provided in Section 1, assign its rights under Section 1 to a tenant or successor in interest to the Zuiderveen Property. This Agreement is binding on the parties and their permitted successors and assigns, provided, however, no other parties are intended third-party beneficiaries of this Agreement.

12. Law and Jurisdiction. This Agreement was made in Kent County, Michigan and will be governed by Michigan law. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement will be solely in the state courts in Kent County, Michigan. To the extent not prohibited by law, the prevailing party in any such action will, in addition to any other remedies, be entitled to recover actual costs to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, including without limitation, actual reasonable attorney fees, expert fees, filing fees, discovery costs, and other costs resulting from such action.

13. Notices. Notices required by this Agreement must be written, addressed to the addresses first provided above, and (i) delivered personally, (ii) delivered by USPS certified mail, return receipt requested, (iii) delivered by UPS, FedEx or another national courier service, or (iv) delivered by email transmission, provided that such transmission shall be deemed delivered once acknowledged by the receiving party.

14. General Provisions.

A. This Agreement supersedes and replaces the August Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all other agreements, representations, and promises regarding its subject matter. It may be modified only in writing signed by both parties. Both parties had input into drafting and opportunity to consult legal counsel before signing this Agreement so it shall be construed as mutually drafted. The captions are only for reference and will not affect its interpretation, but the recitals are an integral part of this Agreement. Reference to an officer by title includes that officer's designee(s) and superior(s).

B. The parties may, by a written amendment signed by both parties, agree to interpretations of, amplifications of, or other amendments to this Agreement.

C. This Agreement may be signed in one or more counterparts, all of which will be the same contract and be effective when one or more counterparts are signed by each party and delivered to the other party. Signatures on this Agreement and other documents signed under it may be by facsimile or electronic mail, and the parties will treat facsimile and electronic mail signatures as original signatures.

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

CITY OF WYOMING,
a Michigan municipal corporation

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:



_____
Scott G. Smith, City Attorney

ZUIDERVEEN ENTERPRISES, L.L.C.,
a Michigan limited liability company

By:_____
Randall L. Zuiderveen, Member

Date signed: _____, 2024

Lessee Consent

As the lessee of 5510 Clay Ave, Matthies Enterprises, Inc. consent to granting the Storm Water Easement as described in this Agreement and consent to the construction and installation of storm water improvements pursuant to the attached Storm Water Easement.

MATTHIES ENTERPRISES, INC., a Michigan corporation

Date signed: _____, 2024

By: _____
Craig McDonald, President

Exhibit A

New Street End Property Depiction and Description

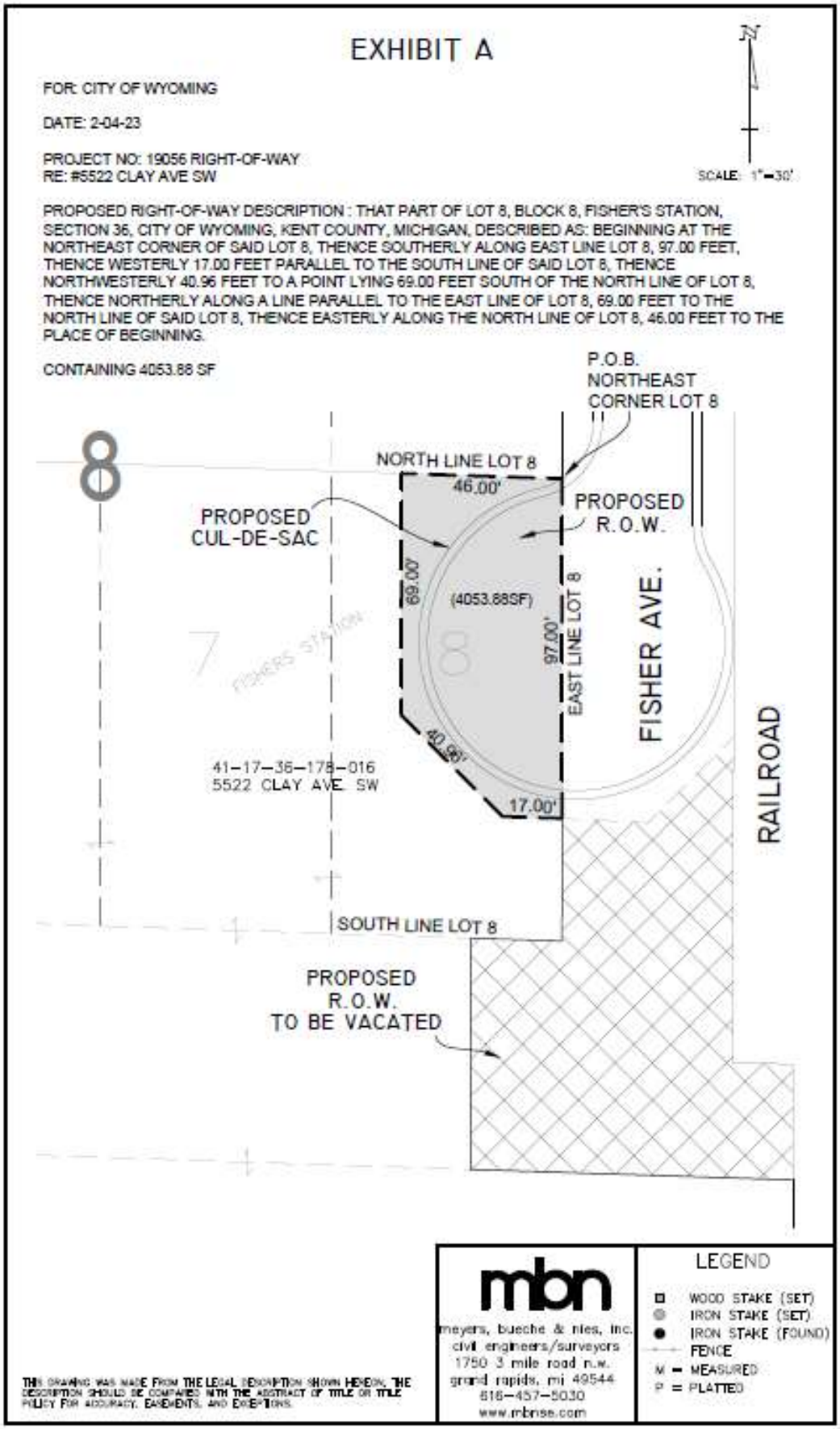


Exhibit B

Vacation Property Depiction and Description

EXHIBIT B

FOR: CITY OF WYOMING

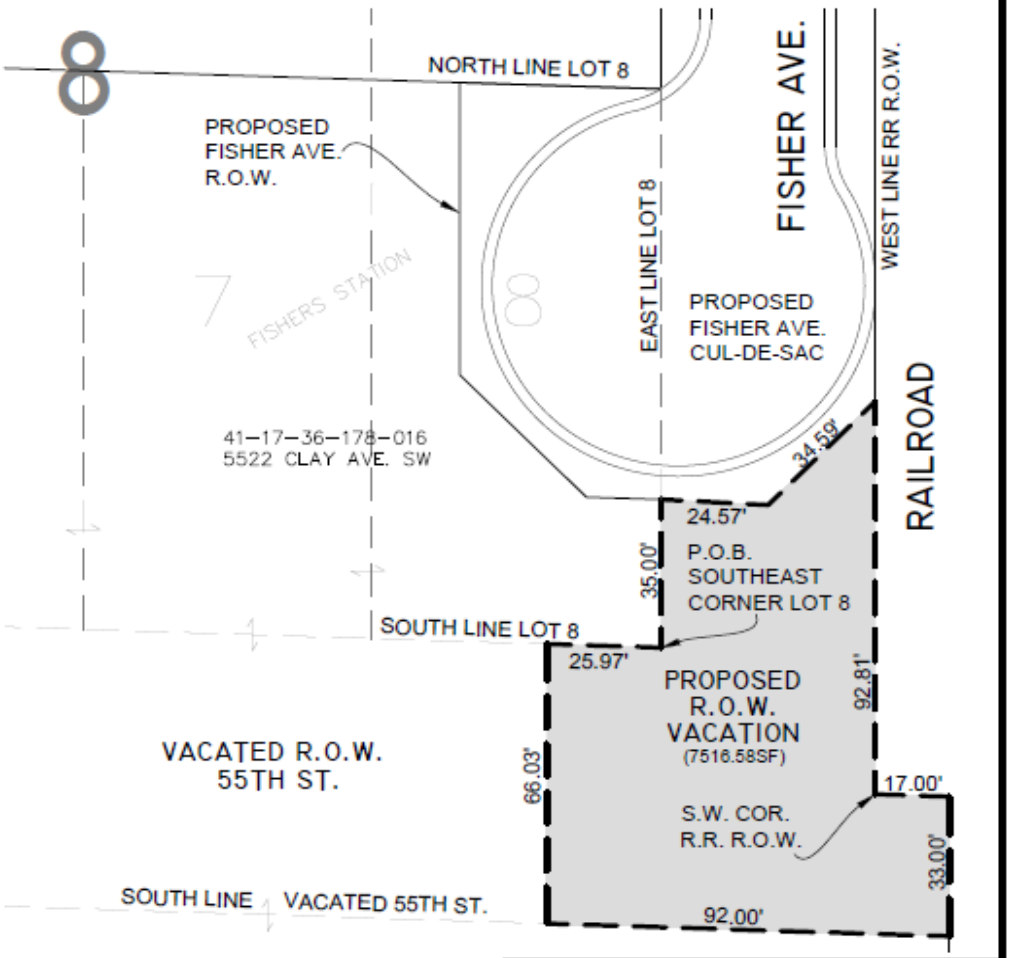
DATE: 7-16-24

PROJECT NO: 19056 RIGHT-OF-WAY
RE: #5522 CLAY AVE SW

SCALE: 1"=30'

PROPOSED DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED : THAT PART OF LOT 8, BLOCK 8, FISHER'S STATION AND VACATED R.O.W. 55TH ST., SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE NORTHERLY ALONG EAST LINE LOT 8, 35.00 FEET, THENCE EASTERLY 24.57 FEET PARALLEL WITH THE SOUTH LINE OF LOT 8, THENCE NORTHEASTERLY 34.59 FEET TO A POINT ON THE WEST LINE OF THE RAILROAD RIGHT OF WAY LYING 92.81 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE SOUTHERLY 92.81 FEET ALONG SAID R.R. R.O.W. TO THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE EASTERLY 17.00 FEET ALONG SAID R.R. R.O.W., THENCE SOUTHERLY 33.00 FEET ALONG SAID R.R. R.O.W. TO THE SOUTH LINE OF VACATED 55TH ST. R.O.W., THENCE WESTERLY 92.00 FEET ALONG SAID VACATED R.O.W., THENCE NORTHERLY 66.03 FEET TO THE SOUTH LINE OF SAID LOT 8 ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 8 , THENCE EASTERLY 25.97 FEET ALONG THE SOUTH LINE OF LOT 8 TO THE PLACE OF BEGINNING.

CONTAINING 7516.58 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

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meyers, bueche & nies, inc.
civil engineers/surveyors
1750 3 mile road n.w.
grand rapids, mi 49544
616-457-5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

Exhibit C

5522 Clay Ave SW Storm Water Easement Depiction and Description

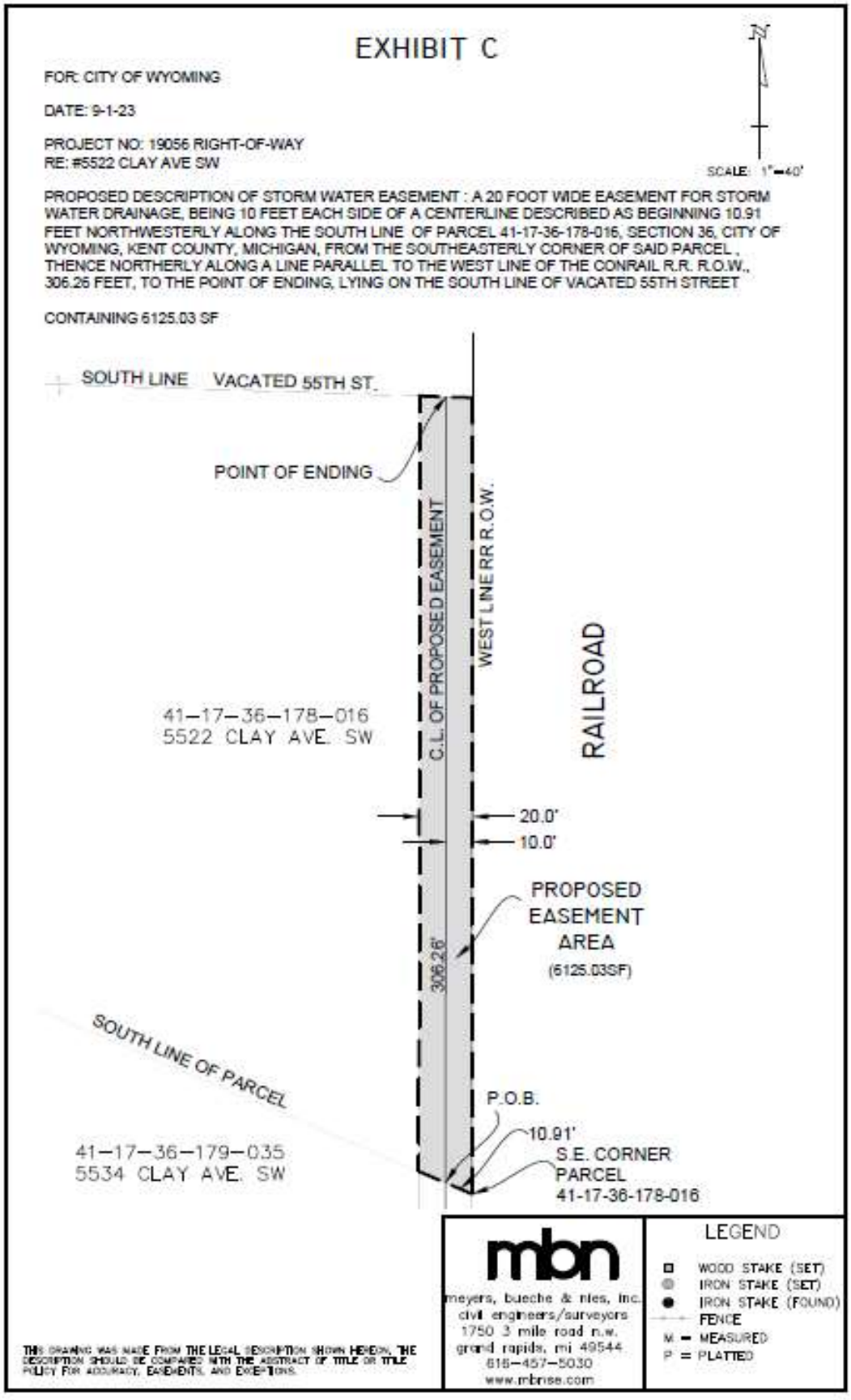


Exhibit D

5534 Clay Ave SW Storm Water Easement Depiction and Description

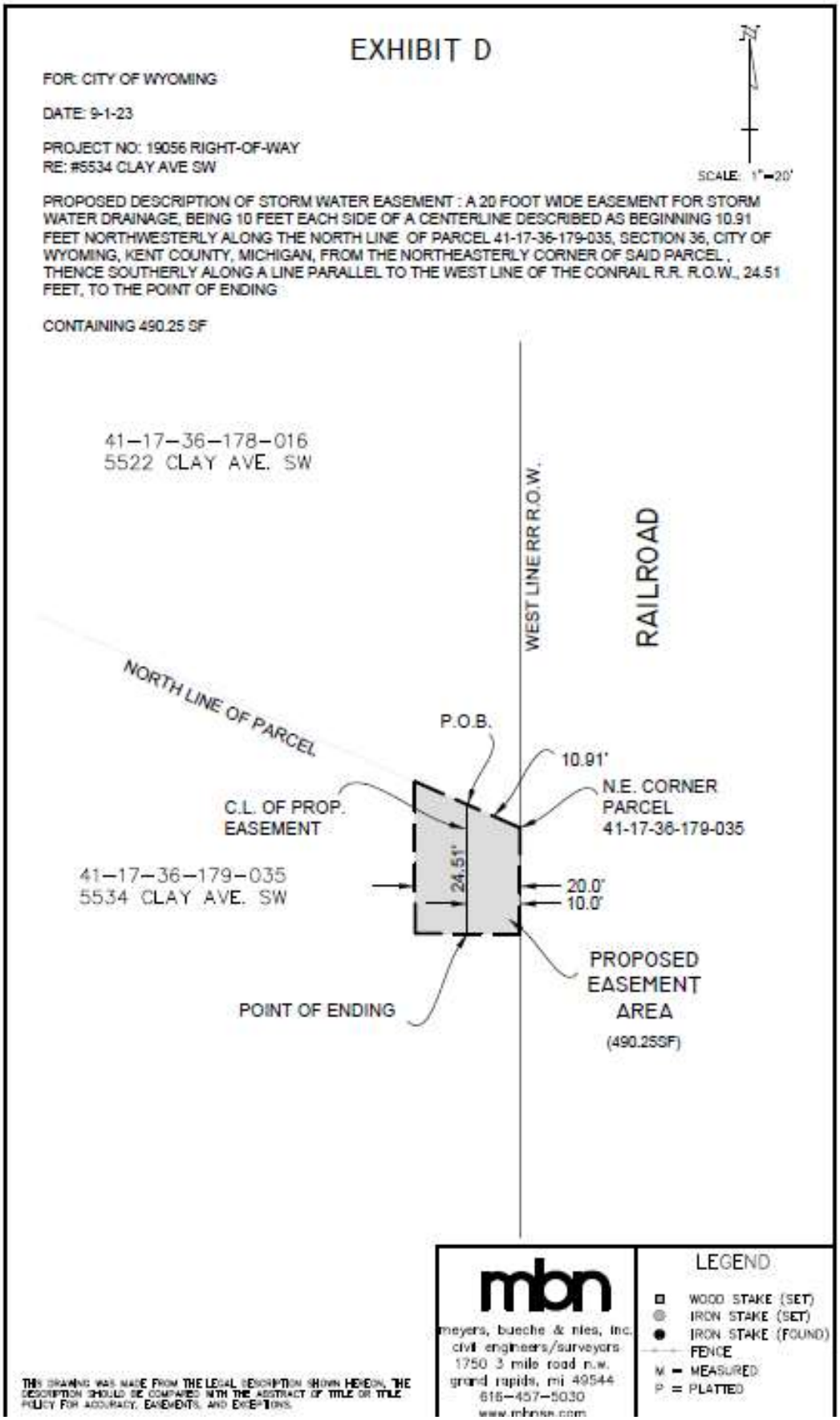


Exhibit E

Storm Water Easement Form

STORM WATER EASEMENT

Zuiderveen Enterprises, L.L.C., a Michigan limited liability company of 12828 Bayou Ct, Wayland, MI 49348 ("**Grantor**"), in exchange for the payment of $6,000.00, the adequacy and receipt of which is acknowledged, grants to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 ("**Grantee**") a permanent easement (the "**Easement**") in, on, over, and under the real property described and depicted on the attached **Attachment 1** (the "**Easement Area**") for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, a storm water culvert, pipes, mains, lines, valves, pumps, manholes, and all related or appurtenant facilities.

At all times, Grantor reserves the right to use and allow others to use the Easement Area in any manner not inconsistent with the rights granted herein; provided, that except for any existing buildings, lean-to's, improvements, and utilities located within the Easement Area, Grantor shall not (i) construct, install, place, or plant, or (ii) allow others to construct, install, place, or plant within the Easement Area any new or additional buildings, structures, utilities, improvements, or vegetation that would interfere with or impede Grantee's then current or future use of its rights under this Easement.

Grantor shall provide Grantee reasonable access to the Easement Area via a route prearranged between Grantee and Grantor over Grantor's adjacent property as may be reasonably needed for Grantee to exercise its rights under this Easement.

In the event of any failure in the storm water system, drain line, or any other systems or improvements as contemplated by or installed pursuant to this Easement, except for any failure directly caused by Grantor's negligence or willful misconduct, Grantee shall be solely responsible and liable for any and all such costs and damages associated with or resulting from such failure.

Grantee shall, at Grantee's sole cost and expense, (i) repair any damage to Grantor's land and improvements caused by Grantee, and (ii) restore Grantor's land and improvements to substantially the same condition that Grantor's land was in prior to Grantee's exercise of the rights set forth herein, including but not limited to restoring any asphalt on the Grantor's land that is disturbed as a result of the rights granted to Grantee in this Easement. Without limiting the generality of the foregoing, Grantee shall be obligated to fill and grade to ground level any trench or ditch occupied by any water system improvements and to restore the drives, parking areas, shrubs, or grass to their former condition insofar as is reasonably possible. In the event of actual damages to fences, drains, drain tile, private roads, or other improvements caused by Grantee on Grantor's land in the exercise of the rights granted under this Easement which are not repaired and restored, Grantee shall pay to Grantor reasonable compensation therefor.

To the extent allowable by law, Grantee agrees to fully defend, indemnify, save, and hold harmless Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the rights granted to Grantee in this Easement, except that such hold harmless and indemnity provisions shall not be applicable in the event of gross negligence or willful misconduct by Grantor, its agents, successors and assigns.

Grantee's rights may be exercised by Grantee's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives. Grantee may assign this Easement to any successor of Grantee or other entity owning the stormwater improvements constructed or installed under this Easement.

This Easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon which the Easement Area is located.

[Signature and Notary Page Follows]

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

GRANTOR: **ZUIDERVEEN ENTERPRISES, L.L.C.,** a Michigan limited liability company By:_____ Randall L. Zuiderveen, Member	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Randall L. Zuiderveen, a member of Zuiderveen Enterprises, L.L.C., a Michigan limited liability company, on behalf of the company. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____
GRANTEE: **CITY OF WYOMING,** a Michigan municipal corporation By:_____ Kent Vanderwood, Mayor By:_____ Kelli A. VandenBerg, City Clerk Approved as to form: _____ Scott G. Smith, City Attorney	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kent Vanderwood, Mayor of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____ STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kelli A. VandenBerg, City Clerk of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____

Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).

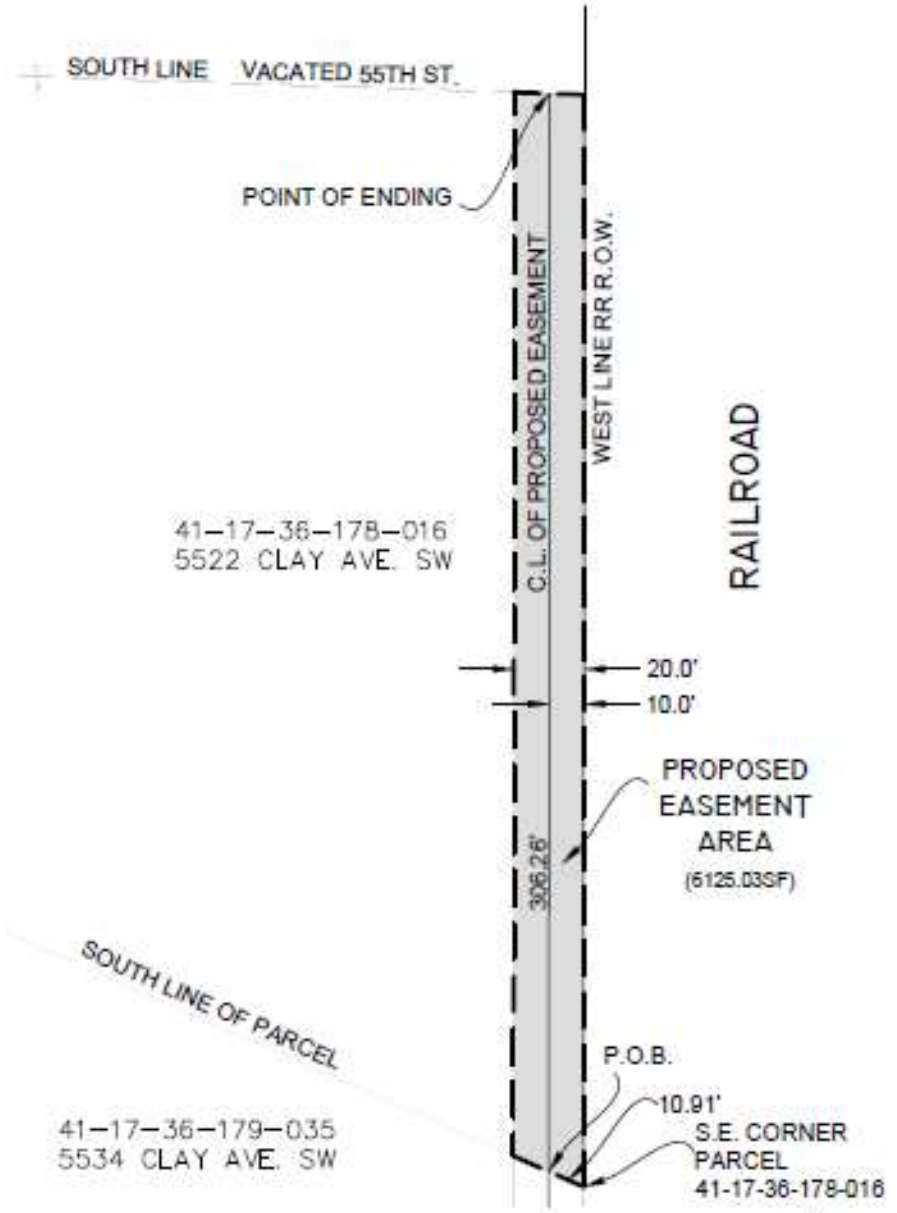
Drafted by: Scott G. Smith, City Attorney 2650 DeHoop Ave SW Wyoming, MI 49509	Legal Description prepared by: Meyers, Bueche & Nies, Inc. 1750 3 Mile Rd NW Grand Rapids, MI 49544	When recorded, return to: Kelli A. VandenBerg, City Clerk 1155 28th St SW Wyoming, MI 49509-0905

ATTACHMENT 1

Depiction and Description of Easement Area

PROPOSED DESCRIPTION OF STORM WATER EASEMENT : A 20 FOOT WIDE EASEMENT FOR STORM WATER DRAINAGE, BEING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS BEGINNING 10.91 FEET NORTHWESTERLY ALONG THE SOUTH LINE OF PARCEL 41-17-36-178-016, SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL , THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF THE CONRAIL R.R. R.O.W., 306.26 FEET, TO THE POINT OF ENDING, LYING ON THE SOUTH LINE OF VACATED 55TH STREET

CONTAINING 6125.03 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

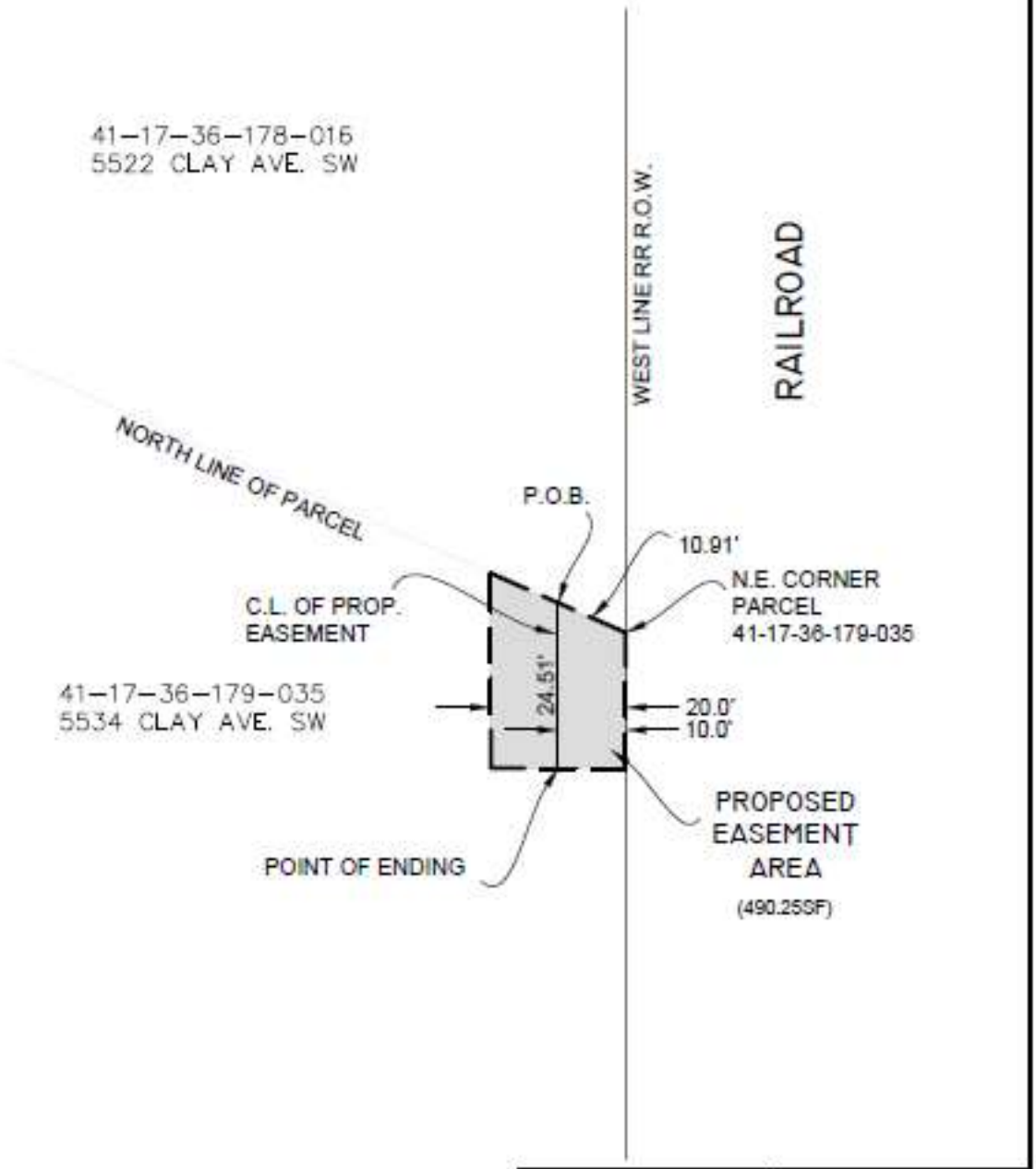
mbn
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grand rapids, mi 49544
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www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

PROPOSED DESCRIPTION OF STORM WATER EASEMENT : A 20 FOOT WIDE EASEMENT FOR STORM WATER DRAINAGE, BEING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS BEGINNING 10.91 FEET NORTHWESTERLY ALONG THE NORTH LINE OF PARCEL 41-17-36-179-035, SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, FROM THE NORTHEASTERLY CORNER OF SAID PARCEL , THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF THE CONRAIL R.R. R.O.W., 24.51 FEET, TO THE POINT OF ENDING

CONTAINING 490.25 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

mbn
meyers, bueche & nies, inc.
civil engineers/surveyors
1750 3 mile road n.w.
grand rapids, mi 49544
616–457–5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

Exhibit F

Right-of-Way and Utility Easement Form

RIGHT-OF-WAY AND UTILITY EASEMENT

Zuiderveen Enterprises, L.L.C., a Michigan limited liability company of 12828 Bayou Ct, Wayland, MI 49348 ("**Grantor**"), in exchange for the payment of $1.00, the adequacy and receipt of which is acknowledged, grants to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 ("**Grantee**") a permanent easement (the "**Easement**") in, on, over, and under the real property described and depicted on the attached **Attachment 1** (the "**Easement Area**") for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, a public road and underground utilities subject to the provisions set forth below.

To the extent allowable by law, Grantee agrees to fully defend, indemnify, save, and hold harmless Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the rights granted to Grantee in this Easement, except that such hold harmless and indemnity provisions shall not be applicable in the event of gross negligence or willful misconduct by Grantor, its agents, successors and assigns.

Grantee's rights may be exercised by Grantee's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives. Upon Grantor's prior written approval, which shall not be unreasonably withheld, Grantee may assign this Easement to any successor of Grantee or other entity owning the stormwater improvements constructed or installed under this Easement.

Subject to the additional provisions set forth below, this Easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. Notwithstanding anything above to the contrary, Grantor may terminate this Easement if the Encroachment Agreement in Section 1 of the Superseding Property Rights Exchange Agreement between Grantor and Grantee dated as of October 8, 2024, is terminated for any reason. Grantor's termination may be effectuated by written notice to Grantee and the recording of a notice of termination with the Kent County Register of Deeds.

[Signature and Notary Page Follows]

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

GRANTOR: **ZUIDERVEEN ENTERPRISES, L.L.C.,** a Michigan limited liability company By:_____ Randall L. Zuiderveen, Member	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Randall L. Zuiderveen, a member of Zuiderveen Enterprises, L.L.C., a Michigan limited liability company, on behalf of the company. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____
GRANTEE: **CITY OF WYOMING,** a Michigan municipal corporation By:_____ Kent Vanderwood, Mayor By:_____ Kelli A. VandenBerg, City Clerk Approved as to form: _____ Scott G. Smith, City Attorney	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kent Vanderwood, Mayor of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____ STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kelli A. VandenBerg, City Clerk of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____

Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).

Drafted by: Scott G. Smith, City Attorney 2650 DeHoop Ave SW Wyoming, MI 49509	Legal Description prepared by: Meyers, Bueche & Nies, Inc. 1750 3 Mile Rd NW Grand Rapids, MI 49544	When recorded, return to: Kelli A. VandenBerg, City Clerk 1155 28th St SW Wyoming, MI 49509-0905

Attachment 1

Right-of-Way/Underground Utility Easement Depiction and Description

EXHIBIT A

FOR: CITY OF WYOMING

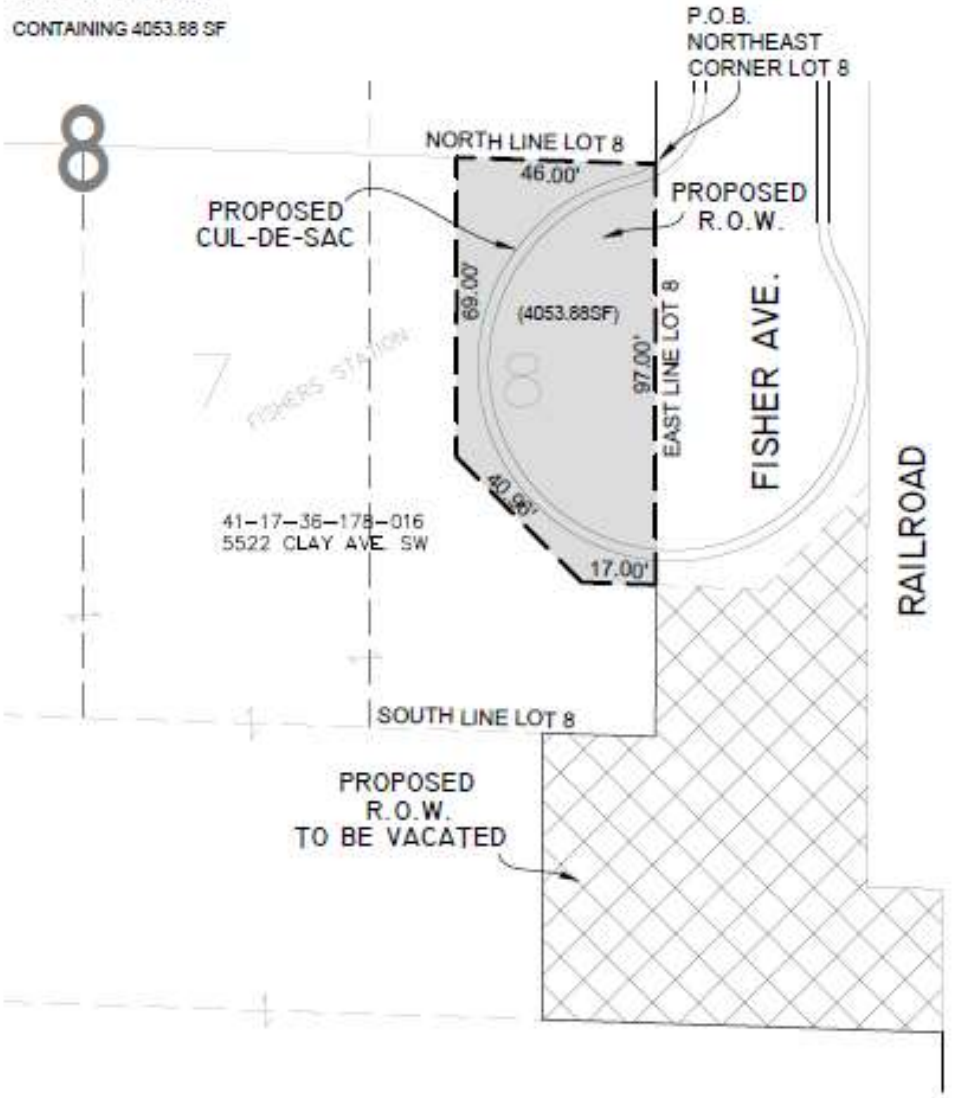
DATE: 2-04-23

PROJECT NO: 19056 RIGHT-OF-WAY
RE: #5522 CLAY AVE SW

SCALE: 1"=30'

PROPOSED RIGHT-OF-WAY DESCRIPTION : THAT PART OF LOT 8, BLOCK 8, FISHER'S STATION, SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTHERLY ALONG EAST LINE LOT 8, 97.00 FEET, THENCE WESTERLY 17.00 FEET PARALLEL TO THE SOUTH LINE OF SAID LOT 8, THENCE NORTHWESTERLY 40.96 FEET TO A POINT LYING 69.00 FEET SOUTH OF THE NORTH LINE OF LOT 8, THENCE NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 8, 69.00 FEET TO THE NORTH LINE OF SAID LOT 8, THENCE EASTERLY ALONG THE NORTH LINE OF LOT 8, 46.00 FEET TO THE PLACE OF BEGINNING.

CONTAINING 4053.88 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

mbn
meyers, bueche & nies, inc.
civil engineers/surveyors
1750 3 mile road n.w.
grand rapids, mi 49544
616-457-5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

Exhibit G

Form for Quitclaim Deed to New Street End Property

QUITCLAIM DEED

Zuiderveen Enterprises, L.L.C., a Michigan limited liability company of 12828 Bayou Ct, Wayland, MI 49348 ("**Grantor**"), in exchange for the payment of $1.00, the adequacy and receipt of which is acknowledged, quitclaims to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 ("**Grantee**") all its right, title and interest the real property described and depicted on the attached **Attachment 1**, subject to easements and building and use restrictions of record.

GRANTOR: **ZUIDERVEEN ENTERPRISES, L.L.C.,** a Michigan limited liability company By:_____ Randall L. Zuiderveen, Member	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Randall L. Zuiderveen, a member of Zuiderveen Enterprises, L.L.C., a Michigan limited liability company, on behalf of the company. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____

Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).

Drafted by: Scott G. Smith, City Attorney 2650 DeHoop Ave SW Wyoming, MI 49509	Legal Description prepared by: Meyers, Bueche & Nies, Inc. 1750 3 Mile Rd NW Grand Rapids, MI 49544	When recorded, return to: Kelli A. VandenBerg, City Clerk 1155 28th St SW Wyoming, MI 49509-0905

Approved as to form:

_____
Scott G. Smith, City Attorney

Attachment 1

EXHIBIT A

FOR: CITY OF WYOMING

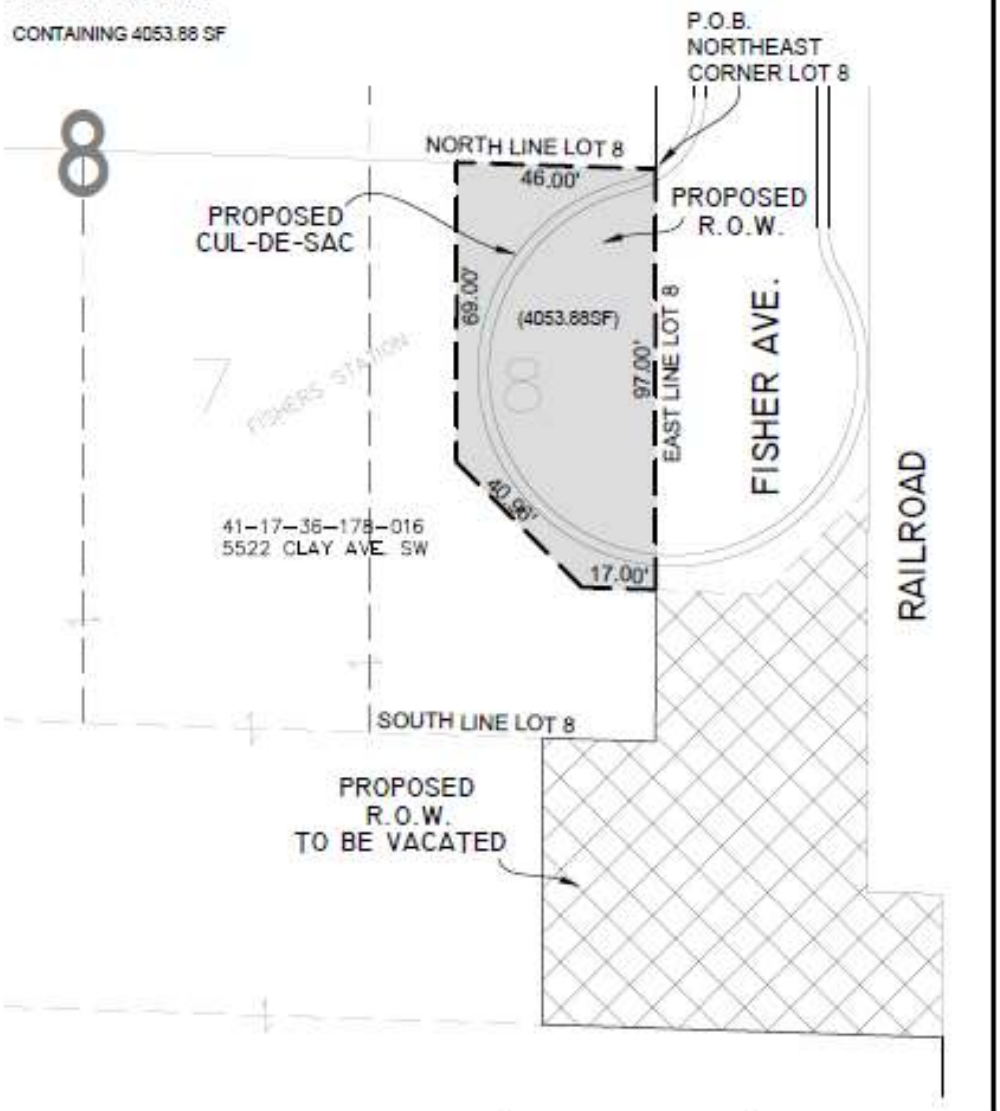
DATE: 2-04-23

PROJECT NO: 19056 RIGHT-OF-WAY
RE: #5522 CLAY AVE SW

SCALE: 1"=30'

PROPOSED RIGHT-OF-WAY DESCRIPTION : THAT PART OF LOT 8, BLOCK 8, FISHER'S STATION, SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTHERLY ALONG EAST LINE LOT 8, 97.00 FEET, THENCE WESTERLY 17.00 FEET PARALLEL TO THE SOUTH LINE OF SAID LOT 8, THENCE NORTHWESTERLY 40.96 FEET TO A POINT LYING 69.00 FEET SOUTH OF THE NORTH LINE OF LOT 8, THENCE NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 8, 69.00 FEET TO THE NORTH LINE OF SAID LOT 8, THENCE EASTERLY ALONG THE NORTH LINE OF LOT 8, 46.00 FEET TO THE PLACE OF BEGINNING.

CONTAINING 4053.88 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

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grand rapids, mi 49544
616-457-5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

Exhibit H

Form for Quitclaim Deed to Vacation Property

QUITCLAIM DEED

The City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-090 ("**Grantor**"), in exchange for the payment of $1.00, the adequacy and receipt of which is acknowledged, quitclaims to Zuiderveen Enterprises, L.L.C., a Michigan limited liability company of 12828 Bayou Ct, Wayland, MI 49348 ("**Grantee**") all its right, title and interest the real property described and depicted on the attached **Attachment 1**, subject to easements and building and use restrictions of record.

GRANTEE: **CITY OF WYOMING,** a Michigan municipal corporation By:_____ Kent Vanderwood, Mayor By:_____ Kelli A. VandenBerg, City Clerk Approved as to form: _____ Scott G. Smith, City Attorney	STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kent Vanderwood, Mayor of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____ STATE OF MICHIGAN COUNTY OF _____ Acknowledged before me in _____ County, Michigan, on _____, 2024, by Kelli A. VandenBerg, City Clerk of the City of Wyoming, a Michigan municipal corporation, on behalf of the City of Wyoming. _____ _____, Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____

Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).

Drafted by: Scott G. Smith, City Attorney 2650 DeHoop Ave SW Wyoming, MI 49509	Legal Description prepared by: Meyers, Bueche & Nies, Inc. 1750 3 Mile Rd NW Grand Rapids, MI 49544	When recorded, return to: Kelli A. VandenBerg, City Clerk 1155 28th St SW Wyoming, MI 49509-0905

Attachment 1

EXHIBIT B

FOR: CITY OF WYOMING

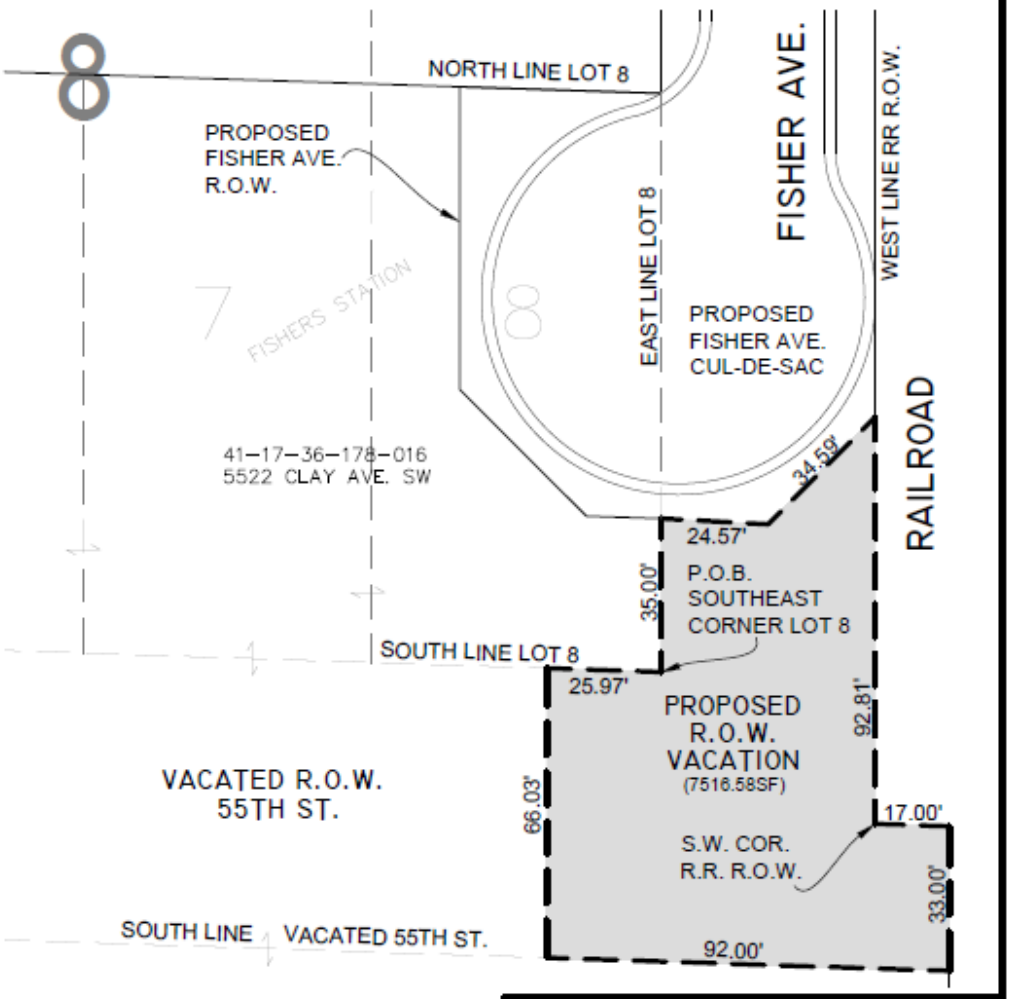
DATE: 7-16-24

PROJECT NO: 19056 RIGHT-OF-WAY
RE: #5522 CLAY AVE SW

SCALE: 1"=30'

PROPOSED DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED : THAT PART OF LOT 8, BLOCK 8, FISHER'S STATION AND VACATED R.O.W. 55TH ST., SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE NORTHERLY ALONG EAST LINE LOT 8, 35.00 FEET, THENCE EASTERLY 24.57 FEET PARALLEL WITH THE SOUTH LINE OF LOT 8, THENCE NORTHEASTERLY 34.59 FEET TO A POINT ON THE WEST LINE OF THE RAILROAD RIGHT OF WAY LYING 92.81 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE SOUTHERLY 92.81 FEET ALONG SAID R.R. R.O.W. TO THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE EASTERLY 17.00 FEET ALONG SAID R.R. R.O.W., THENCE SOUTHERLY 33.00 FEET ALONG SAID R.R. R.O.W. TO THE SOUTH LINE OF VACATED 55TH ST. R.O.W., THENCE WESTERLY 92.00 FEET ALONG SAID VACATED R.O.W., THENCE NORTHERLY 66.03 FEET TO THE SOUTH LINE OF SAID LOT 8 ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 8 , THENCE EASTERLY 25.97 FEET ALONG THE SOUTH LINE OF LOT 8 TO THE PLACE OF BEGINNING.

CONTAINING 7516.58 SF



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

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LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY FOR CONSTRUCTING PUBLIC IMPROVEMENTS IN FISHER AVENUE SOUTH OF 54TH STREET AND ESTABLISH SPECIAL ASSESSMENT DISTRICT #24-820 TO DEFRAY PROJECT COSTS

WHEREAS:

1. On October 7, 2024, the city council held a public hearing regarding (i) whether to special assess $129,786.20 of the Fisher Avenue improvements costs, (ii) what properties to include in the special assessment district, (iii) whether to allow payment of the special assessment in up to 15 installments, and (iv) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 4.0% per annum.
2. The city provided notice to owners or other persons interested in the property in proposed Special Assessment District #24-820, as listed on the attached Exhibit A, by publication and mailing and in a form and substance as provided by state law and city ordinance.
3. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.
4. The city council deems it to be in the best interests of the public health, safety and general welfare to proceed with the construction and installation of the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council determines to proceed with the special assessment of the improvements in general accordance with the plans and specifications filed by the city manager with the city clerk and therefore also approves those plans and specifications.
2. Wyoming's contribution to the Fisher Avenue improvements cost of $699,516 is approved and of that amount $569,729.80 shall be paid by the public-at-large and $129,786.20 shall be specially assessed against parcels in Special Assessment District #24-820, which shall be comprised of the parcels listed on the attached Exhibit A.
3. The special assessments may be paid in 15 equal installments of principal plus interest on the unpaid balance at the rate of 4.0% per annum with the first installment to be billed on September 1, 2025 and payable by October 1, 2025. Remaining installments will be due and payable by October 1 of each year. Any special assessment may be paid in full without interest on or before September 30, 2025.
4. The city manager, in collaboration with other city staff including the city assessor shall cause to be prepared and filed with the city clerk a proposed Special Assessment Roll 24-820 that apportions the amount to be specially assessed against the parcels in Special Assessment District #24-820 in proportion to the benefits each parcel receives from the Project.
5. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

EXHIBIT A
PROPOSED SPECIAL ASSESSMENT DISTRICT 24-820

Address	5453 FISHER AVE SW
Parcel Number	41-17-36-178-015
Address	430 54TH ST SW
Parcel #	41-17-36-177-015
Address	5445 FISHER AVE SW
Parcel Number	41-17-36-178-014
Address	5522 CLAY AVE SW
Parcel Number	41-17-36-178-016
Address	N/A (Railroad Property)
Parcel Number	41-17-36-503-001

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

STAFF REPORT

Date: September 26, 2024

Subject: Fisher Avenue Special Assessment – SA Resolutions #2 and #3 – Declaring the Necessity for Public Improvements and Scheduling a Second Necessity Hearing

From: Grant Simons, Civil Engineer

Date of Meeting: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 to Declare the Necessity for Constructing Public Improvements in Fisher Avenue South of 54th Street and and Establish Special Assessment District #24-820 to Defray Project Costs, and (ii) Special Assessment Resolution #3 to Schedule a Public Hearing on Proposed Special Assessment Roll #24-820.

COMMUNITY, SAFETY, STEWARDSHIP:

Pillar 3 – Stewardship

- Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Wyoming's total cost for the Fisher Avenue improvements is $699,516. Of this amount, $129,786.20 would be specially assessed against 5 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 4.0% per annum. Following the public hearing on the new utilities and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on October 21. That resolution requires mailing and publication of a notice of the hearing.

BUDGET IMPACT:

Project is financed with local funds out of the following accounts:

- Local Streets Fund, Capital Outlay Local Street Construction Account No. 203-441-46300-972.503
- Capital Improvement Fund, Capital Outlay Watermains Account No. 401-441-57300-972.573.
- Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON
PROPOSED SPECIAL ASSESSMENT ROLL #24-820

WHEREAS:

1. At its meeting of October 7, 2024, the city council adopted a resolution determining to proceed with special assessment of properties within Special Assessment District #24-820, comprised of the parcels listed in Exhibit A, allow payment of those special assessments in 15 installments of principal plus interest at the rate of 4.0% per annum, and direct the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #24-820 that apportions the amount to be specially assessed against the parcels in Special Assessment District #24-820 in proportion to the benefits each parcel receives from the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council will hold a public hearing regarding proposed Special Assessment Roll #24-820, on Monday, October 21, 2024, at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
   a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
   b. By first class mail to each owner of or other party in interest in each parcel in Special Assessment District #24-820, as shown on the city's most recent property tax roll at least 10 days before the hearing date.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Exhibits A & B

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

STAFF REPORT

Date: September 26, 2024

Subject: Fisher Avenue Special Assessment – SA Resolutions #2 and #3 – Declaring the Necessity for Public Improvements and Scheduling a Second Necessity Hearing

From: Grant Simons, Civil Engineer

Date of Meeting: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 to Declare the Necessity for Constructing Public Improvements in Fisher Avenue South of 54th Street and and Establish Special Assessment District #24-820 to Defray Project Costs, and (ii) Special Assessment Resolution #3 to Schedule a Public Hearing on Proposed Special Assessment Roll #24-820.

COMMUNITY, SAFETY, STEWARDSHIP:

Pillar 3 – Stewardship

- Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Wyoming's total cost for the Fisher Avenue improvements is $699,516. Of this amount, $129,786.20 would be specially assessed against 5 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 4.0% per annum. Following the public hearing on the new utilities and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on October 21. That resolution requires mailing and publication of a notice of the hearing.

BUDGET IMPACT:

Project is financed with local funds out of the following accounts:

- Local Streets Fund, Capital Outlay Local Street Construction Account No. 203-441-46300-972.503
- Capital Improvement Fund, Capital Outlay Watermains Account No. 401-441-57300-972.573.
- Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544

EXHIBIT A
PROPOSED SPECIAL ASSESSMENT DISTRICT 24-820

Address	5453 FISHER AVE SW
Parcel Number	41-17-36-178-015
Address	430 54TH ST SW
Parcel #	41-17-36-177-015
Address	5445 FISHER AVE SW
Parcel Number	41-17-36-178-014
Address	5522 CLAY AVE SW
Parcel Number	41-17-36-178-016
Address	N/A (Railroad Property)
Parcel Number	41-17-36-503-001

EXHIBIT B
FORM OF NOTICE

CITY OF WYOMING

NOTICE OF PUBLIC HEARING
ON PROPOSED SPECIAL ASSESSMENTS

The City Council of the City of Wyoming will hold a public hearing on Monday, October 21, 2024 at 7:01 p.m. local time, at the Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan (enter from the south, the 28th Street, entrance) before considering (i) whether to special assess $129,786.20 of the costs of the Fisher Avenue improvements project, (ii) what property to include in the special assessment district, (iii) whether to allow payment of the special assessment in up to 15 installments, and (iv) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 4.0% per annum. The proposed Project is described as: construction of a paved road and new sanitary sewer, storm sewer, and watermain.

The property proposed to be included in proposed Special Assessment District 24-820 is:

Address	5453 FISHER AVE SW
Parcel Number	41-17-36-178-015
Address	430 54TH ST SW
Parcel #	41-17-36-177-015
Address	5445 FISHER AVE SW
Parcel Number	41-17-36-178-014
Address	5522 CLAY AVE SW
Parcel Number	41-17-36-178-016
Address	N/A (Railroad Property)
Parcel Number	41-17-36-503-001

Project plans and specifications and the Project cost estimate are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28th St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll. An owner or party in interest, or that person's agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person's personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

10/07/2024
CED/NH

RESOLUTION NO. _____

RESOLUTION GRANTING FINAL PLAT APPROVAL FOR KINGSFIELD ESTATES

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed plat will provide 25 residential lots to complement this endeavor.
2. The proposed subdivision will integrate into the existing subdivision.
3. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
4. City Council granted preliminary plat final approval of the proposed subdivision at their January 15, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby grant Final Plat Approval for Kingsfield Estates.

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 matting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachment:
Supporting Documents

CITY OF WYOMING

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

October 7, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a Final Plat Approval for the proposed Kingsfield Estates subdivision.

Recommendation: To approve the final plat request.

Dear Ms. VandenBerg,

Buffum Homes, LLC has requested final plat approval for Kingsfield Estates. The platting of subdivisions is a multi-step process.

The petitioner proposes 25 lots developed to R-1 residential standards (10,000 square foot minimum lot size). The plat was granted Preliminary Plat – Tentative Approval at Planning Commission on May 16 and City Council on June 5, 2023.

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 City Council on January 15, 2024.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Section 74-242, City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Section 74-241.

Respectfully submitted,

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

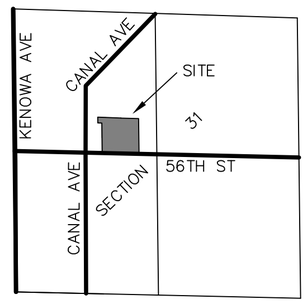
Cc: John Shay, City Manager

KINGSFIELD ESTATES

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

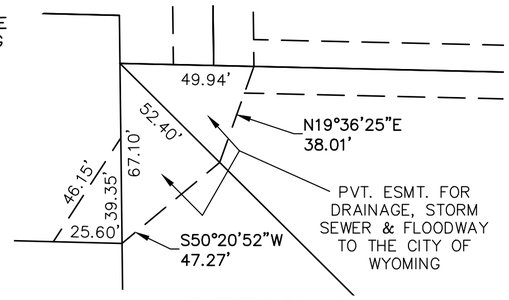
RESTRICTION NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND CITY OF WYOMING WHICH ARE RECORDED IN INSTRUMENT NUMBER _____, OF RECORDS OF THIS COUNTY.

STATE OF MICHIGAN
RANDAL D. FEENSTRA
LICENSE NO. 4001037275
LICENSED PROFESSIONAL SURVEYOR



LOCATION MAP
(1"=2000')

UNPLATTED
EAST LINE, WEST 233 FEET, NW 1/4, SE 1/4 NW 1/4, Sec 31, T06N, R12W
N00°39'57"W 109.09'
SOUTH LINE, WEST 100 NW 1/4, SE 1/4 NW 1/4 Sec 31 T06N R12W
N88°34'49"W 75.00'
UNPLATTED
30' PVT. ESMT. FOR DRAINAGE, STORM SEWER & FLOODWAY TO THE CITY OF WYOMING
S87°42'48"E 430.35'
123.84'
192.08'
EAST LINE, NW 1/4, SE 1/4, NW 1/4 Sec 31 T06N R12W
S00°39'57"E 2.50'
114.43'
CANALTOWN WOODS II
INSTRUMENT NUMBER
200504050039972
LOT 67
CASE DRIVE
LOT 66
LOT 51
S88°34'48"E 331.56'
135.76'
60.04'
135.76'
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
N33°23'27"W 178.96' (R)
N19°45'35"E 144.99' (R)
30' PVT. ESMT. FOR DRAINAGE, STORM SEWER & FLOODWAY TO THE CITY OF WYOMING
S86°32'27"E (R) 122.95'
S72°54'34"W (R) 140.08'
KINGSFIELD DRIVE
SEE DETAIL "A"
12' ESMT. FOR PVT. UTILITIES INCLUDING AN ESMT FOR ELECTRIC FACILITIES TO CONSUMERS ENERGY COMPANY PER INSTRUMENT NO. 202403050010986
30' PVT. ESMT. FOR DRAINAGE, STORM SEWER & FLOODWAY TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
30' PVT ESMT FOR DRAINAGE, STORM SEWER & FLOODWAY TO THE CITY OF WYOMING
PVT. ESMT. FOR DRAINAGE, STORM SEWER & FLOODWAY TO THE CITY OF WYOMING
CASE DRIVE
30' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' PVT. ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
12' ESMT. FOR PVT. UTILITIES INCLUDING AN ESMT FOR ELECTRIC FACILITIES TO CONSUMERS ENERGY COMPANY PER INSTRUMENT NO. 202403050010986
VARIABLE WIDTH PVT. ESMT. FOR DRAINAGE, DETENTION, AND STORM SEWER TO THE CITY OF WYOMING
25' PVT. ESMT. FOR DRAINAGE AND STORM SEWER TO THE CITY OF WYOMING
56TH STREET
15' PVT. ESMT. FOR SANITARY SEWER TO THE CITY OF WYOMING AND ELECTRIC FACILITIES TO CONSUMERS ENERGY COMPANY PER INSTRUMENT NO 202403050010986
W 1/4 CORNER SEC 31 T06N R12W L.C.R.C 7397
S88°42'44"E 1632.16'
N88°42'44"W 686.57'
EAST–WEST 1/4 LINE SEC 31 T06N R12W
CENTER OF SECTION SEC 31 T06N R12W LCRC# 7725



DETAIL A
(SCALE 1"=40')

CURVE TABLE					
CURVE #	LENGTH (Feet)	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	36.87	330.00	06°24'04"	S02°32'05"W	36.85
C2	27.99	50.00	32°04'24"	N10°18'05"W	27.63
C3	220.74	50.00	252°57'07"	N79°51'44"W	80.41
C4	38.48	50.00	44°05'44"	S24°33'58"W	37.54
C5	192.86	120.00	92°05'09"	N45°22'37"E	172.77
C6	289.28	180.00	92°05'09"	N45°22'37"E	259.15
C7	15.01	270.00	03°11'03"	S00°55'35"W	15.00

LEGEND
ALL DIMENSIONS ARE IN FEET.
PLAT BEARINGS ARE BASED ON "CANALTOWN WOODS II" AS RECORDED IN INSTRUMENT NO. 200504050039972.
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, PLACED AT ALL POINTS MARKED ( )○
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, WERE FOUND AT ALL POINTS MARKED ( )●
ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2 INCH IN DIAMETER AND 18 INCHES LONG.
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
R = RADIAL, LINES NOT MARKED ARE NON–RADIAL.

SCALE: 1" = 60'
60' 0' 30' 60' 120'

NORTH

KINGSFIELD ESTATES

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

PROPRIETOR'S CERTIFICATE

BUFFUM BUILDERS, LLC, 144 44th STREET SW, GRAND RAPIDS, MICHIGAN 49548, A LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY NORM BUFFUM, 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, THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS, AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

BUFFUM BUILDERS LLC
144 44TH STREET SW
GRAND RAPIDS, MI 49548
A MICHIGAN LIMITED LIABILITY COMPANY
RECORDED IN THE STATE OF MICHIGAN
UNDER FILE NO. B23-411, DATED
JUNE 19, 1998

_____
NORM BUFFUM, MEMBER

ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 2024, BY NORM BUFFUM, MEMBER OF BUFFUM BUILDERS LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

_____
RANDAL D. FEENSTRA
NOTARY PUBLIC, KENT COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 01/09/2026
ACTING IN KENT COUNTY

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE (5) YEARS PRECEDING _____, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

_____
PETER F. MACGREGOR, KENT COUNTY TREASURER DATE

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____ , 2024, AS COMPLYING WITH 1967 P.A. 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

SURVEYOR'S CERTIFICATE

I, RANDAL D. FEENSTRA, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: KINGSFIELD ESTATES

PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE S88°42'44"E 1632.16 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE N00°39'57"W 558.15 FEET; THENCE N88°34'49"W 75.00 FEET ALONG THE SOUTH LINE OF THE WEST 100 FEET OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE N00°39'57"W 109.09 FEET ALONG THE EAST LINE OF THE WEST 233 FEET OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE S87°42'48"E 430.35 FEET; THENCE S00°39'57"E 2.50 FEET ALONG THE EAST LINE OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE S88°34'48"E 331.56 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION, ALSO BEING THE SOUTH LINE OF CANALTOWN WOODS II AS RECORDED IN INSTRUMENT NO 200504050039972 OF PLATS, KENT COUNTY RECORDS; THENCE S00°39'57"E 656.64 FEET; THENCE N88°42'44"W 686.57 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING.

CONTAINS 25 LOTS.
CONTAINS 10.2 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A 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 BY THE ACT, AND AS EXPLAINED IN THE LEGEND.

FEENSTRA AND ASSOCIATES, INC.
3145 PRAIRIE STREET SW Suite 103
GRANDVILLE, MICHIGAN 49418

_____
RANDAL D. FEENSTRA, PRESIDENT DATE
REGISTERED LAND SURVEYOR NO. 4001037275



CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF WYOMING AT A MEETING HELD _____ , 2024, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. 1967. THAT THE CITY DOES HAVE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES, AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS AS REQUIRED IN SECTION 186 OF ACT 288, P.A. 1967 AS AMENDED. PUBLIC WATER AND PUBLIC SEWER SERVICES HAVE BEEN INSTALLED AND READY FOR CONNECTION. THAT SURETY HAS BEEN POSTED FOR ONE YEAR FOR THE PLACEMENT OF MONUMENTS.

_____
KELLI VANDERBERG, CITY CLERK, CITY OF WYOMING DATE

I, RANDAL D. FEENSTRA, SURVEYOR, CERTIFY: THAT PURSUANT TO SECTION 560.101 to 560.293, THIS IS A TRUE COPY OF THE FINAL PLAT OF CHAPEL ESTATES; AND, THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED UNDER SECTION 560.101 to 560.293):

KEN JONKER, KENT COUNTY DRAIN COMMISSIONER
KELLI VANDENBERG, CITY OF WYOMING

_____ _____
DATE RANDAL D. FEENSTRA,
REGISTERED LAND SURVEYOR #37275

RECORDING CERTIFICATE

(STATE OF MICHIGAN)
(COUNTY OF KENT)

THIS PLAT WAS RECEIVED FOR RECORD ON THE ____ , DAY OF _____ , 2024, AT _____ O'CLOCK ____M., AND RECORDED IN INSTRUMENT NO. _____

_____
LISA POSTHUMUS LYONS, COUNTY CLERK-REGISTER OF DEEDS

COUNTY PLAT BOARD CERTIFICATE

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

_____
STAN STEK, BOARD CHAIRMAN

_____
LISA POSTHUMUS LYONS, COUNTY CLERK- REGISTER OF DEEDS

_____
PETER F. MACGREGOR, KENT COUNTY TREASURER

CONSTRUCTION PLANS
FOR
KINGSFIELD ESTATES

INDEX OF SHEETS

1	TITLE SHEET
2	SANITARY SEWER IN KINGSFIELD DRIVE
3	SANITARY SEWER IN CASE DRIVE
4	WATER MAIN IN KINGSFIELD DRIVE
5	WATER MAIN IN CASE DRIVE
6	IMPROVEMENTS IN KINGSFIELD DRIVE
7	IMPROVEMENTS IN CASE DRIVE
8	IMPROVEMENTS IN DRAINAGE EASEMENTS
9	GRADING AND SESC SHEET
10	STORM SEWER PROFILES
11	DETAIL SHEET

CALL MISS DIG
(800) 482-7171

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL CALL (800) 482-7171 A MINIMUM OF THREE (3) FULL WORKING DAYS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL "MISS DIG" PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.



PROJECT LOCATION N

AS-BUILT
JULY 2024

STATE OF MICHIGAN
ADAM FEENSTRA
License No. 6201067316
LICENSED PROFESSIONAL ENGINEER

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

KINGSFIELD ESTATES
4475 56th St. SW
Grandville, MI 49418

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	
SHEET. NO.	1 OF 11
SYSTEM NO.	
S.A. NO.	
DRAWN BY:	AF
DESIGNED BY:	AF
CHECKED BY:	
1/4 SEC. NO.	NW, SEC 31
DATE DRAWN:	SEPT 27, 2023

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

C/L "X" DATA
00+00.00 KINGSFIELD DR.
56TH ST.

C/L "X" DATA
02+10.08 KINGSFIELD DR.
00+50.00 CASE DR.

C/L CURVE DATA
PC 3+90.74
PT 4+77.64
R 300.00'
L 86.90'
Δ 16°35'47"

CENTER OF CULDESAC
04+77.64

SOIL BORINGS

SB F2 9-6-2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–22' – BROWN SAND

SB F3 9-6-2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–17' – BROWN SAND
WATER LEVEL @ 15'

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

~~CUT EXISTING SANITARY STUB~~
~~PLACE~~ STD. 4' DIA. SANITARY MH A
21.5' RT OF STA 0+80 (56TH ST)
~~92.6'~~ 92.2' LT OF STA 0+42 (KINGSFIELD DR)

~~PLACE~~ STD. 4' DIA.
SANITARY MH B
21.5' RT OF STA 1+67 (56TH ST)
5.0' LT OF STA 0+39 (KINGSFIELD DR)

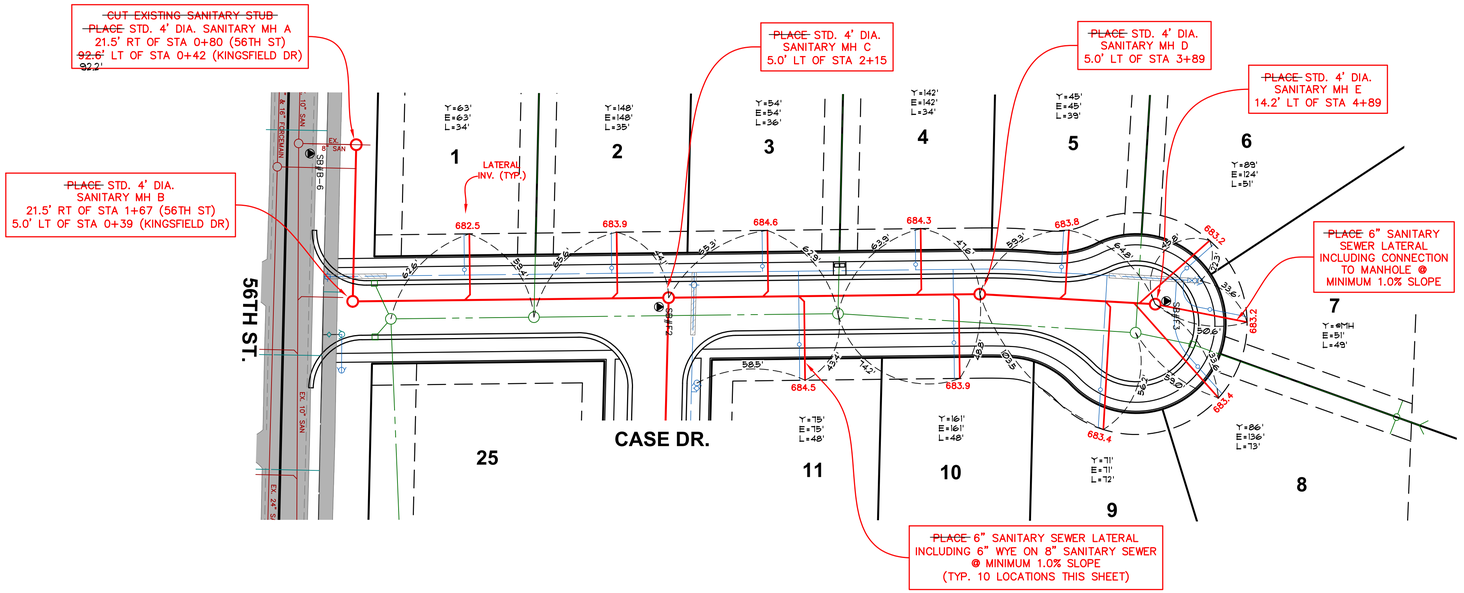
~~PLACE~~ STD. 4' DIA. SANITARY MH C
5.0' LT OF STA 2+15

~~PLACE~~ STD. 4' DIA. SANITARY MH D
5.0' LT OF STA 3+89

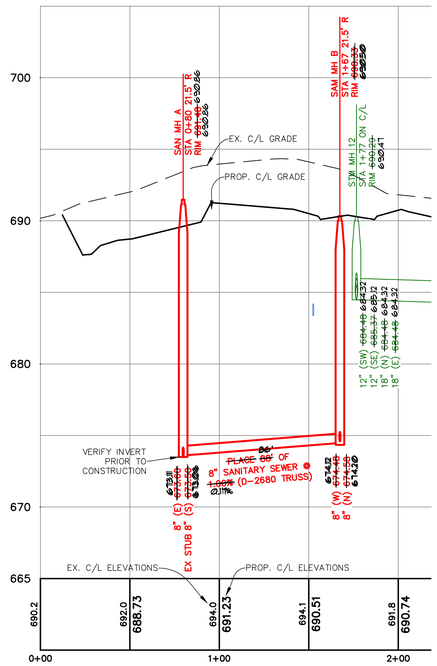
~~PLACE~~ STD. 4' DIA. SANITARY MH E
14.2' LT OF STA 4+89

~~PLACE~~ 6" SANITARY SEWER LATERAL INCLUDING CONNECTION TO MANHOLE @ MINIMUM 1.0% SLOPE

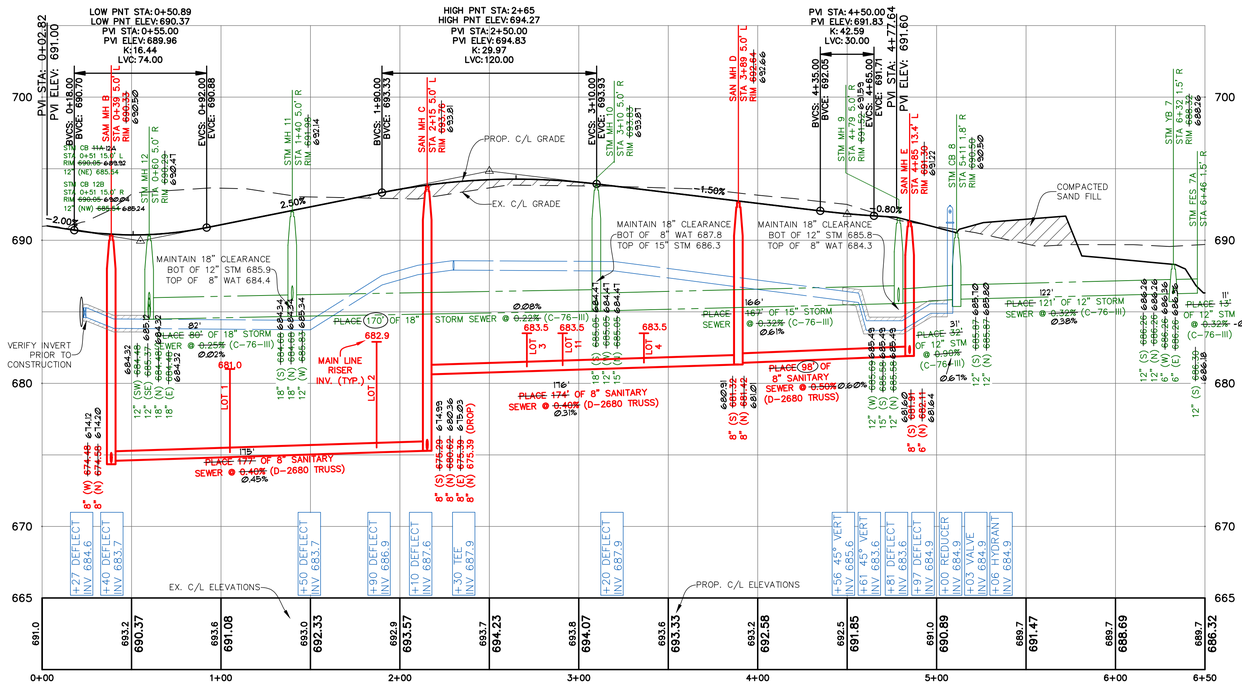
~~PLACE~~ 6" SANITARY SEWER LATERAL INCLUDING 6" WYE ON 8" SANITARY SEWER @ MINIMUM 1.0% SLOPE (TYP. 10 LOCATIONS THIS SHEET)



KINGSFIELD DRIVE



56TH STREET PROFILE
(60.0'-67.5' NORTH OF C/L 56TH)



NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=5'

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AS-BUILT
JULY 2024

SANITARY SEWER NOTES:

1. All sanitary sewer materials and workmanship shall conform to the City of Wyoming Standard Construction Specifications.
2. The City of Wyoming or their representative shall observe the construction and the testing.

SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING.

WHERE SANITARY SEWER IS BELOW 12 FEET DEEP, ALL SANITARY LATERALS SHALL HAVE RISERS PER CITY OF WYOMING DETAIL S–10.

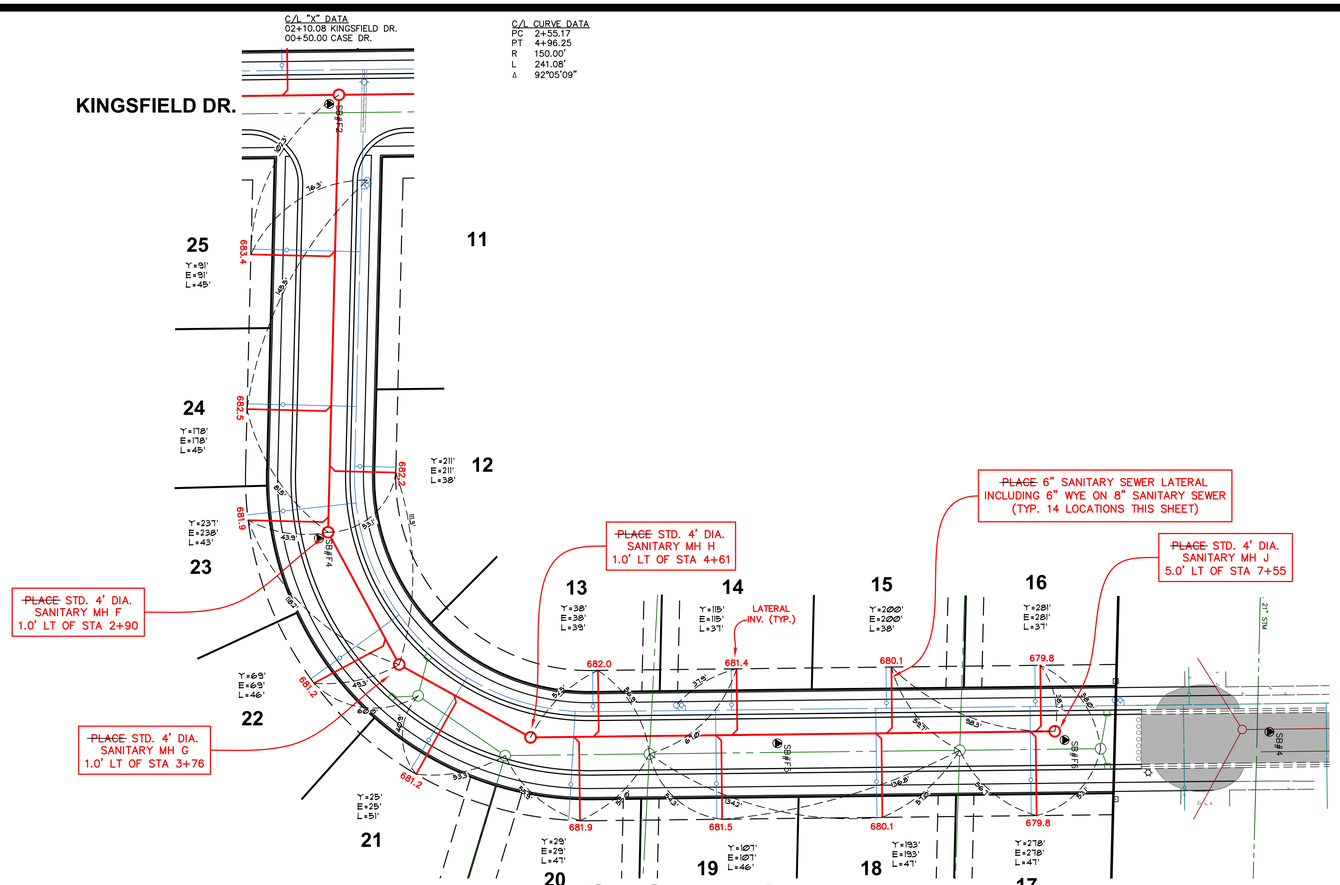
SANITARY SEWER PERMIT NO. P4100451⁄6 v. 1

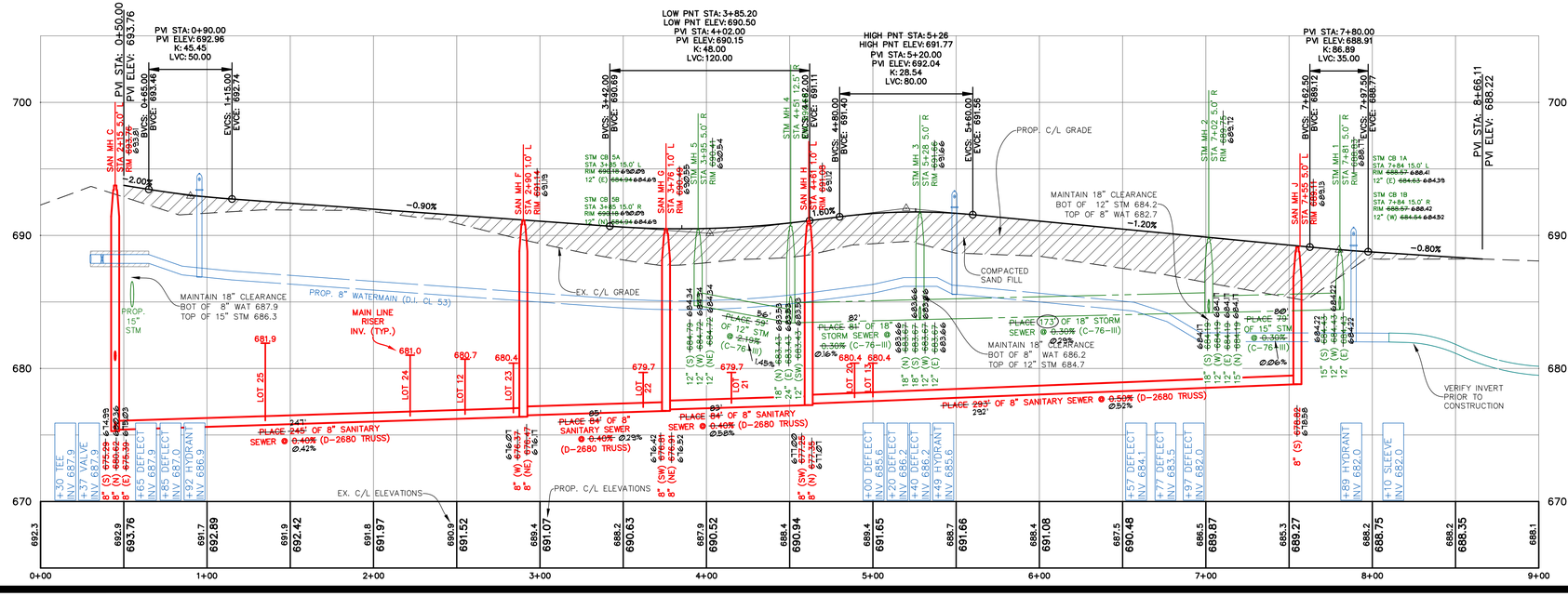
Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

SANITARY SEWER
IN KINGSFIELD DRIVE
FROM 56TH ST.
TO 490' NORTH OF 56TH ST.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS	TELEPHONE
SHEET. NO. 2 OF 11			
SYSTEM NO.			CITY MANAGER
S.A. NO.			
DRAWN BY: AF			CITY ENGINEER
DESIGNED BY: AF			
CHECKED BY:			DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31			
DATE DRAWN: SEPT 27, 2023			FILE NO.





BENCH MARK 1 **ELEVATION: 688.43**
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

SOIL BORINGS

SB 4 FROM 2004 CASE DRIVE PLANS
0'–1' – TOPSOIL
1'–3' – SAND, CLAYEY
3'–5' – SAND, YELLOW
5'–12' – SAND, BROWN, MEDIUM FINE TO COARSE
12'–20' – SAND, BROWN/GRAY

SB F2 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–22' – BROWN SAND

SB F4 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3' – RED–BROWN SAND
3'–11' – LIGHT BROWN SAND
11'–17' – BROWN SAND

SB F5 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3.5' – BROWN SAND
3.5'–14' – LIGHT BROWN SAND
WATER LEVEL @ 13'

SB 6: 9–6–2023 FEENSTRA AND ASSOCIATES
0'–1' – TOPSOIL
1'–7' – RED–BROWN SAND
7'–12' – BROWN SAND
WATER LEVEL @ 11'

NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=5'

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AS-BUILT
JULY 2024

SANITARY SEWER NOTES:

1. All sanitary sewer materials and workmanship shall conform to the City of Wyoming Standard Construction Specifications.
2. The City of Wyoming or their representative shall observe the construction and the testing.

SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING.

WHERE SANITARY SEWER IS BELOW 12 FEET DEEP, ALL SANITARY LATERALS SHALL HAVE RISERS PER CITY OF WYOMING DETAIL S–10.

SANITARY SEWER PERMIT NO. P41Ø45Ø16 v. 1

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

SANITARY SEWER
IN CASE DRIVE
FROM KINGSFIELD DR.
TO 240' SOUTH OF GALION DR.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS	TELEPHONE
SHEET NO. 3 OF 11			
SYSTEM NO.			CITY MANAGER
S.A. NO.			
DRAWN BY: AF			CITY ENGINEER
DESIGNED BY: AF			
CHECKED BY:			DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31			
DATE DRAWN: SEPT 27, 2023			FILE NO.

C/L "X" DATA
00+00.00 KINGSFIELD DR.
56TH ST.

C/L "X" DATA
02+10.08 KINGSFIELD DR.
00+50.00 CASE DR.

C/L CURVE DATA
PC 3+90.74
PT 4+77.64
R 300.00'
L 86.90'
Δ 16°35'47"

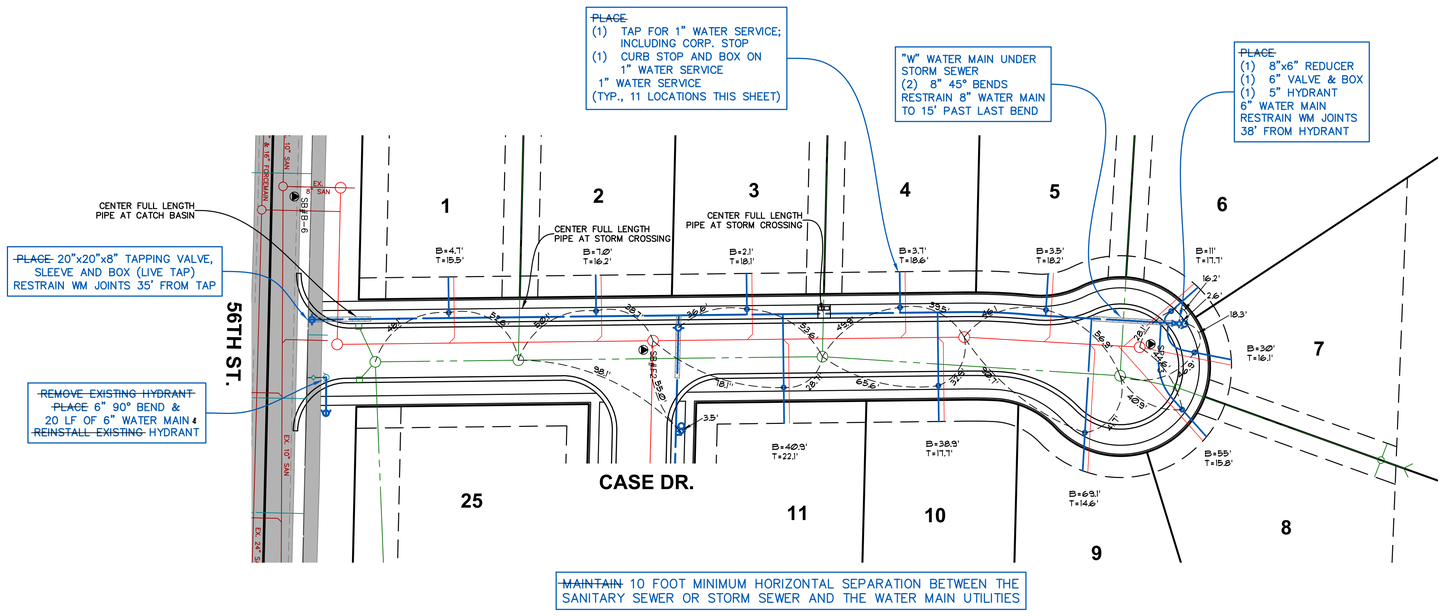
CENTER OF CULDESAC
04+77.64

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

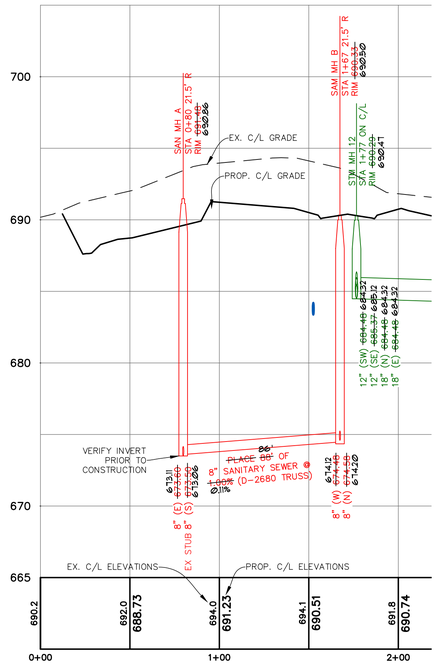
SOIL BORINGS

SB F2 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–22' – BROWN SAND

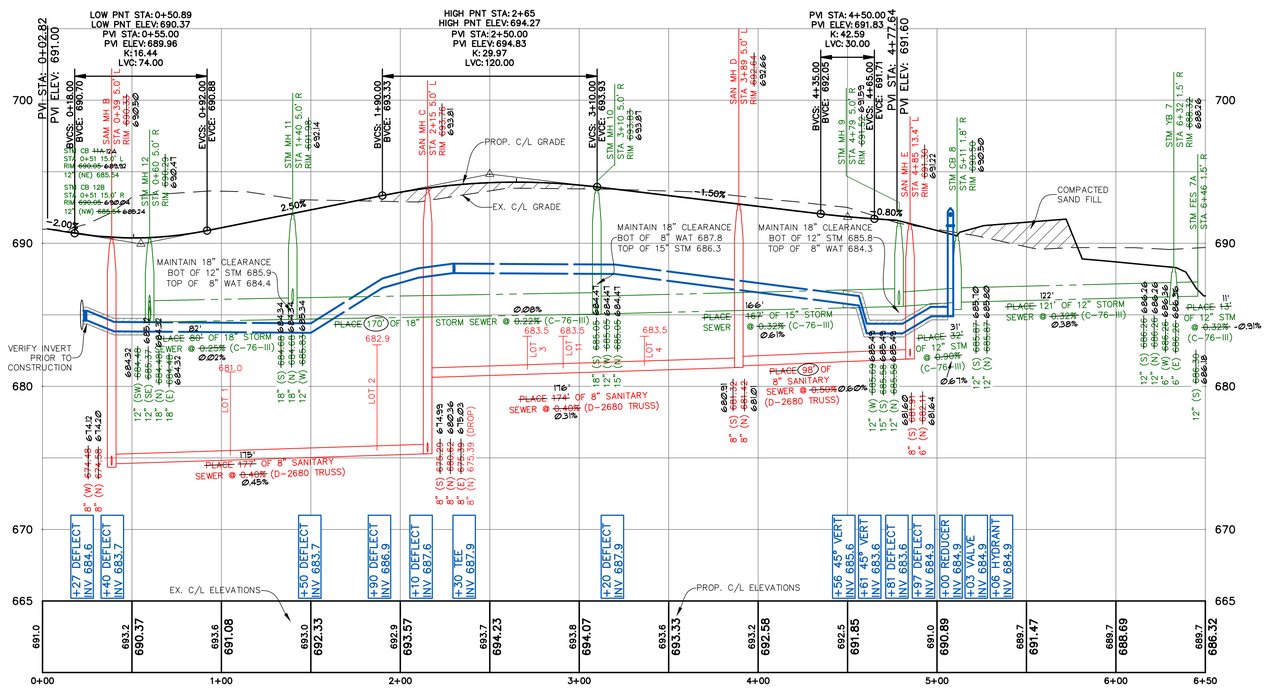
SB F3 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–17' – BROWN SAND
WATER LEVEL @ 15'



KINGSFIELD DRIVE



56TH STREET PROFILE
(60.0'-67.5' NORTH OF C/L 56TH)



NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=5'

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AS-BUILT
JULY 2024

WATERMAIN NOTES:

1. All water main materials and workmanship shall conform to the City of Wyoming Standard Construction Specifications.
2. The City of Wyoming or their representative shall observe the construction and the testing.
3. All hydrant weep holes must be plugged.

WATERMAIN CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING. THE CENTERLINE OF WATERMAIN SHALL BE INSTALLED 5 FEET 9 INCHES BELOW FINISHED CENTERLINE GRADE.

WATERMAIN PERMIT NO. ACT-285830

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

WATER MAIN
IN KINGSFIELD DRIVE
FROM 56TH ST.
TO 510' NORTH OF 56TH ST.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS / TELEPHONE
SHEET. NO. 4 OF 11		CITY MANAGER
SYSTEM NO.		
S.A. NO.		CITY ENGINEER
DRAWN BY: AF		
DESIGNED BY: AF		DESIGN ENGINEER
CHECKED BY:		
1/4 SEC. NO. NW, SEC 31		FILE NO.
DATE DRAWN: SEPT 27, 2023		

C/L "X" DATA
02+10.08 KINGSFIELD DR.
00+50.00 CASE DR.

C/L CURVE DATA
PC 2+55.17
PT 4+96.25
R 150.00'
L 241.08'
Δ 92°05'09"

KINGSFIELD DR.

~~PLACE~~
(1) 8"x8"x8" TEE
(1) 8" VALVE & BOX
RESTRAIN WM JOINTS 35' DOWN BRANCH FROM TEE

CENTER FULL LENGTH PIPE AT STORM CROSSING

12' PVT. ESMT. FOR PUBLIC UTILITIES

~~PLACE~~
(1) 8"x8"x6" TEE
(1) 6" 90° BEND
(1) 6" VALVE & BOX
(1) 5" HYDRANT
6" WATER MAIN

PLACE
(1) TAP FOR 1" WATER SERVICE; INCLUDING CORP. STOP
(1) CURB STOP AND BOX ON 1" WATER SERVICE
1" WATER SERVICE
(TYP., 14 LOCATIONS THIS SHEET)

~~PLACE~~ WATER MAIN AROUND 131' RADIUS CURVE UTILIZE 12' LONG PIPE SECTIONS AT MAXIMUM 13" DEFLECTION PER PIPE TO ACHIEVE RADIUS OR 18' LONG PIPE SECTIONS AT A MAXIMUM 20" DEFLECTION PER PIPE WITH AS MANY AS 5 EA 8" 11.25° BENDS

~~PLACE~~
(1) 8"x8"x6" TEE
(1) 6" 90° BEND
(1) 6" VALVE & BOX
(1) 5" HYDRANT
6" WATER MAIN

~~PLACE~~
(1) 8"x8"x6" TEE
(1) 6" 90° BEND
(1) 6" VALVE & BOX
(1) 5" HYDRANT
6" WATER MAIN
TIP UP TEE AS REQ. TO MAINTAIN STANDARD BURY DEPTH FOR HYDRANT

~~REMOVE~~
(1) 8"x6" REDUCER
(1) 6" VALVE & BOX
(1) 5" HYDRANT
PLACE
(1) 8" SLEEVE

CENTER FULL LENGTH PIPE AT CATCH BASIN

20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING

12' PVT. ESMT. FOR PUBLIC UTILITIES

~~MAINTAIN~~ 10 FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY SEWER OR STORM SEWER AND THE WATER MAIN UTILITIES

SOIL BORINGS

SB 4 FROM 2004 CASE DRIVE PLANS
0'–1' – TOPSOIL
1'–3' – SAND, CLAYEY
3'–5' – SAND, YELLOW
5'–12' – SAND, BROWN, MEDIUM FINE TO COARSE
12'–20' – SAND, BROWN/GRAY

SB F2 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–22' – BROWN SAND

SB F4 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3' – RED–BROWN SAND
3'–11' – LIGHT BROWN SAND
11'–17' – BROWN SAND

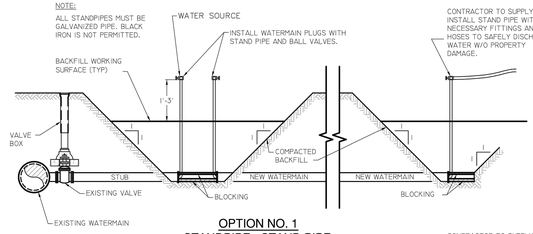
SB F5 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3.5' – BROWN SAND
3.5'–14' – LIGHT BROWN SAND
WATER LEVEL @ 13'

SB 6: 9–6–2023 FEENSTRA AND ASSOCIATES
0'–1' – TOPSOIL
1'–7' – RED–BROWN SAND
7'–12' – BROWN SAND
WATER LEVEL @ 11'

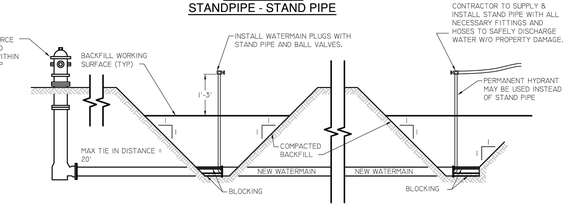
BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

NOTE:
CONNECTION OPTION TO BE USED WILL BE DETERMINED BY THE CITY.
STAND PIPE DIAMETER SHALL BE AS REQUIRED BY THE CURRENT WYOMING TESTING PROCEDURE.
(2" STAND PIPES ARE TYPICALLY SUFFICIENT FOR WM UP TO 10" DIA.)

NOTE:
ALL STANDPIPES MUST BE GALVANIZED PIPE. BLACK IRON IS NOT PERMITTED.



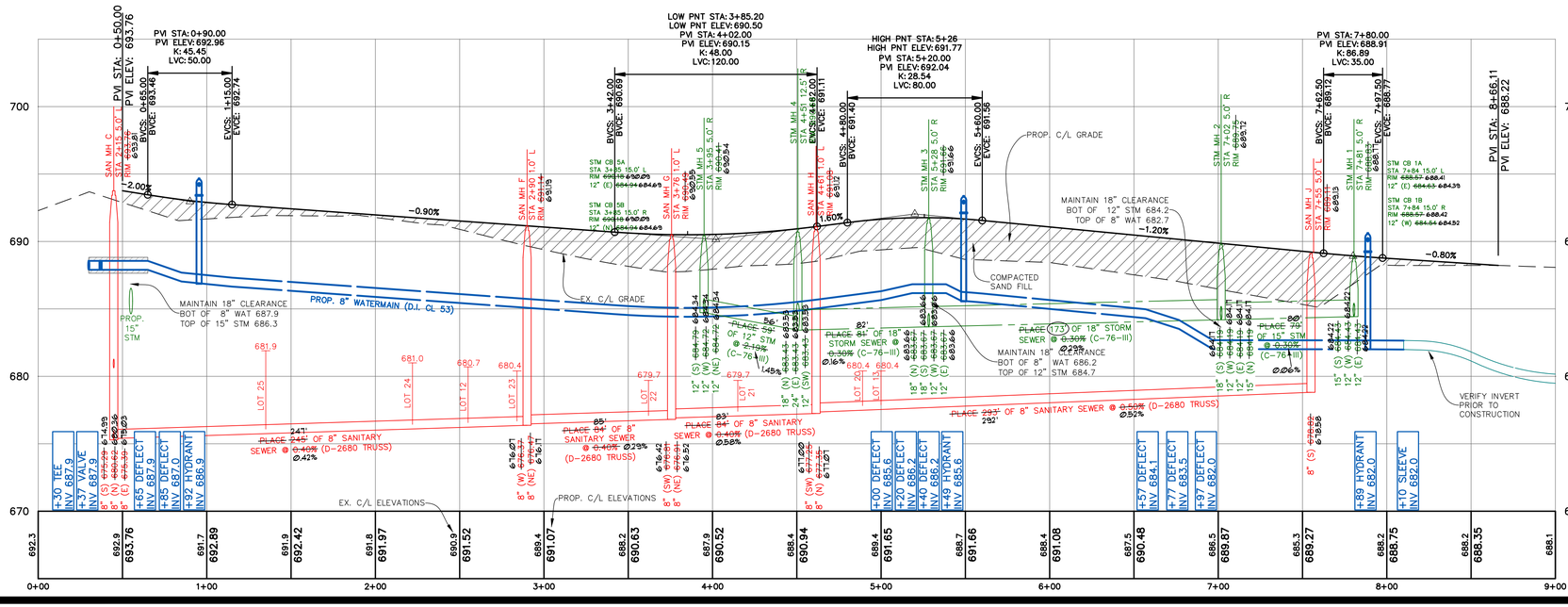
OPTION NO. 1
STANDPIPE - STAND PIPE

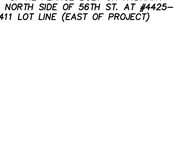


OPTION NO. 2
HYDRANT - STAND PIPE

CITY OF WYOMING
ENGINEERING DEPARTMENT
TESTING AND CHLORINATION CONNECTIONS
DRAWN BY – AJH
CHECKED BY – AJH
DATE DRAWN – 4-2023
DATE REVISED – 4-2024
W-25

CASE DRIVE





NORTH

SCALES
PLAN: 1"=40'
PROFILE: HORZ. 1"=40'
VERT. 1"=5'

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AS-BUILT
JULY 2024

WATERMAIN NOTES:

1. All water main materials and workmanship shall conform to the City of Wyoming Standard Construction Specifications.
2. The City of Wyoming or their representative shall observe the construction and the testing.
3. All hydrant weep holes must be plugged.

WATERMAIN CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING. THE CENTERLINE OF WATERMAIN SHALL BE INSTALLED 5 FEET 9 INCHES BELOW FINISHED CENTERLINE GRADE.

WATERMAIN PERMIT NO. ACT-28583O

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

CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

WATER MAIN
IN CASE DRIVE
FROM KINGSFIELD DR.
TO 190' SOUTH OF GALION DR.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS / TELEPHONE
SHEET. NO. 5 OF 11		CITY MANAGER
SYSTEM NO.		
S.A. NO.		CITY ENGINEER
DRAWN BY: AF		
DESIGNED BY: AF		DESIGN ENGINEER
CHECKED BY:		
1/4 SEC. NO. NW, SEC 31		FILE NO.
DATE DRAWN: SEPT 27, 2023		

C/L "X" DATA
00+00.00 KINGSFIELD DR.
56TH ST.

C/L "X" DATA
02+10.08 KINGSFIELD DR.
00+50.00 CASE DR.

C/L CURVE DATA
PC 3+90.74
PT 4+77.64
R 300.00'
L 86.90'
Δ 16°35'47"

CENTER OF CULDESAC
04+77.64

PLACE 12" F.E.S. #11B ON C/L OF STA 0+15 OF PROFILE "A"

PLACE 19' LF 12" STORM SEWER @ 0.32% (C-76-III) 1.71%

PLACE 2' DIA STM YB #11A ON C/L OF STA 0+33 OF PROFILE "A" W/EJIW #6508 GRATE

PLACE 130' LF 12" STORM SEWER @ 0.32% (C-76-III) Ø.95%

PLACE 2' DIA STM YB #10A ON C/L OF STA 0+10 OF PROFILE "B" W/EJIW #6508 GRATE

PLACE 10' LF OF 6" STORM LATERAL @ 1.00% (SDR-35) INCLUDING 45° FITTING IF SHOWN (TYP. 8 LOCATIONS THIS SHEET)

PLACE 143' 150' LF 12" STORM SEWER @ 0.32% (C-76-III) Ø.62%

PLACE 12" F.E.S. #9B ON C/L OF STA 0+12 OF PROFILE "C"

PLACE 14' 15' LF 12" STORM SEWER @ 0.32% (C-76-III) Ø.93%

PLACE 2' DIA STM YB #9A ON C/L OF STA 0+27 OF PROFILE "C" W/EJIW #6508 GRATE

PLACE 144' 143' LF 12" STORM SEWER @ 0.32% (C-76-III) Ø.40%

PLACE 7.5'x7.0' 9" THICK CONCRETE PAD ALONG BACK OF CURB FOR MAILBOX CLUSTER

PLACE 4' DIA. STORM CB #8 1.8' RT OF STA 5+11 W/ EJIW #7030 GRATE

PLACE 2' DIA STM YB #7 1.5' RT OF STA 6+32 W/ EJIW #6508 GRATE

PLACE 4' DIA. STORM MH #10 5.0' RT OF STA 3+23

PLACE 4' DIA. STORM MH #11 5.0' RT OF STA 1+40

PLACE 4' DIA. STORM MH #12 5.0' RT OF STA 0+60 PLACE 2 STD. CB W/EJIW #7030 & 35 LF OF 12" CB LEAD (C-76-III) @ 1.0%

PLACE 4' DIA. STORM MH #9 5.0' RT OF STA 4+79

PLACE 12" F.E.S. #7A 1.5' RT OF STA 6+46

56TH ST.

CASE DR.

KINGSFIELD DRIVE

30' ESMT. FOR STORM SEWER & FLOODWAY TO THE CITY OF WYOMING

20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING

15' PUBLIC ESMT. FOR SANITARY SEWER TO THE CITY OF WYOMING

20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING

12' PVT. ESMT. FOR PUBLIC UTILITIES

25' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING

30' ESMT. FOR DRAINAGE AND FLOODWAY TO THE CITY OF WYOMING

PROP. 8" SAN. SEWER
PROP. 18" STORM SEWER
PROP. 12" STORM SEWER
PROP. 15" STORM SEWER
EX. 8" SAN
EX. 12" ST

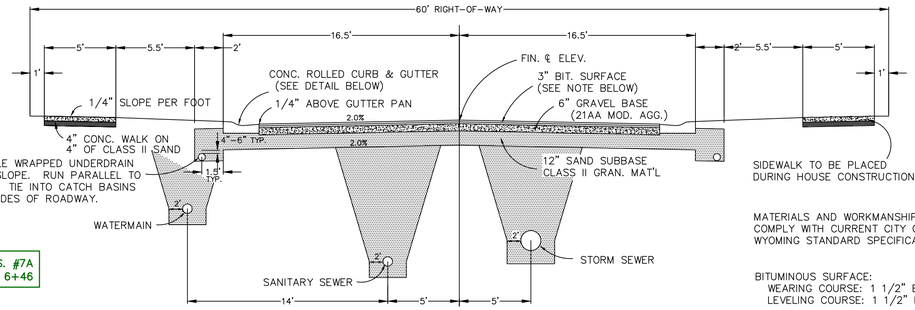
SOIL BORINGS

SB F2 9-6-2023 FEENSTRA AND ASSOCIATES
0'-0.5' – TOPSOIL
0.5'-10' – LIGHT BROWN SAND
10'-22' – BROWN SAND

SB F3 9-6-2023 FEENSTRA AND ASSOCIATES
0'-0.5' – TOPSOIL
0.5'-10' – LIGHT BROWN SAND
10'-17' – BROWN SAND
WATER LEVEL @ 15'

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425-#4411 LOT LINE (EAST OF PROJECT)

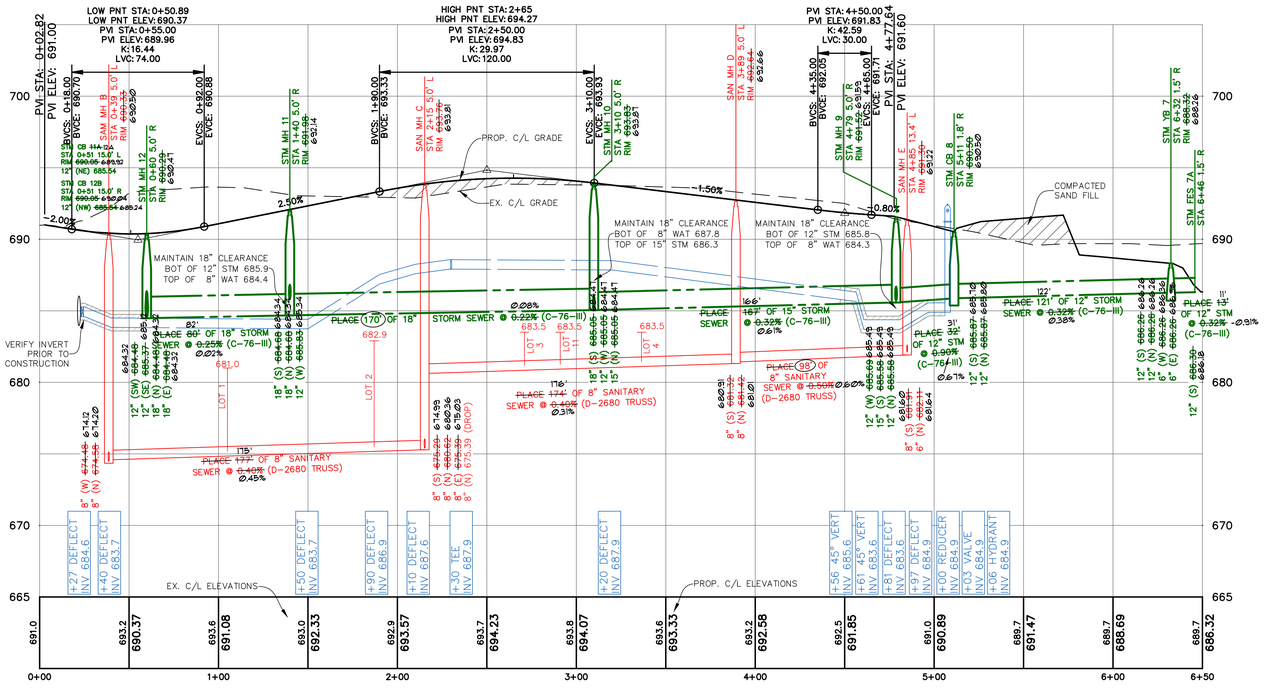
CITY OF WYOMING
KENT COUNTY, MICHIGAN

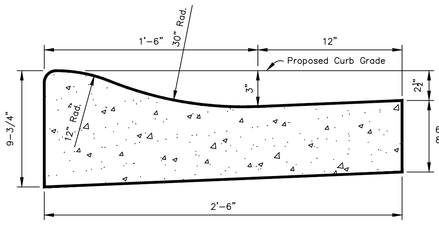


TYPICAL 31' STREET WITH ROLLED CURB

MATERIALS AND WORKMANSHIP SHALL COMPLY WITH CURRENT CITY OF WYOMING STANDARD SPECIFICATIONS.

BITUMINOUS SURFACE:
WEARING COURSE: 1 1/2" BIT. MIX. 5EML
LEVELING COURSE: 1 1/2" BIT. MIX. 4EML





ROLLED (MOUNTABLE) COMBINED CONCRETE CURB & GUTTER

STORM SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING. ALL STORM SEWER WITHIN STREET RIGHT-OF-WAY SHALL BE REINFORCED CONCRETE C-76, CLASS III.

FRONT EDGE OF CATCH BASIN GRATE SHALL BE PLACED AT JOINT BETWEEN BITUMINOUS PAVEMENT AND CONCRETE CURB AND GUTTER.

THE SIDEWALKS AS SHOWN ON THESE PLANS ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE INDIVIDUAL HOUSE CONSTRUCTION, AND ARE SHOWN FOR LOCATION ONLY.

ALL FILL PLACED WITHIN THE PROPOSED STREET RIGHT-OF-WAY SHALL BE CLASS II SAND.

NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=10'

STATE OF MICHIGAN
ADAM FEENSTRA
License No. 6201067316
LICENSED PROFESSIONAL ENGINEER

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JULY 2024

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CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

IMPROVEMENTS
IN KINGSFIELD DRIVE
FROM 56TH ST.
TO 540' NORTH OF 56TH ST.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS / GAS / TELEPHONE
SHEET NO. 6 OF 11	
SYSTEM NO.	CITY MANAGER
S.A. NO.	
DRAWN BY: AF	CITY ENGINEER
DESIGNED BY: AF	
CHECKED BY:	DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31	
DATE DRAWN: SEPT 27, 2023	FILE NO.

C/L "X" DATA
02+10.08 KINGSFIELD DR.
00+50.00 CASE DR.

C/L CURVE DATA
PC 2+55.17
PT 4+96.25
R 150.00'
L 241.08'
Δ 92°05'09"

KINGSFIELD DR.

PROP. 18" STORM SEWER

PLACE CONCRETE ADA RAMP WITH DETECTABLE WARNING SURFACE

PLACE CONCRETE ADA RAMP WITH DETECTABLE WARNING SURFACE

~~PLACE~~ 20' LF OF 6" STORM LATERAL @ 1.00% (SDR-35) (TYP. 3 LOCATIONS THIS SHEET)

~~PLACE~~ 2' DIA STM YB #3A ON C/L OF STA 0+09 OF PROFILE "E" W/EJIW #6508 GRATE

~~PLACE~~ 80' LF OF 6" STORM LATERAL @ 2.00% (SDR-35)

~~PLACE~~ (174) LF 12" STORM SEWER @ ~~0.32%~~ 0.24% (C-76-III)

~~PLACE~~ 40' LF OF 6" STORM LATERAL @ 1.00% (SDR-35)

~~PLACE~~ 10' LF OF 6" STORM LATERAL @ 1.00% (SDR-35) INCLUDING 45° FITTING IF SHOWN (TYP. 8 LOCATIONS THIS SHEET)

~~PLACE~~ 2' DIA STM YB #2A ON C/L OF STA 0+09 OF PROFILE "D" W/EJIW #6508 GRATE

~~PLACE~~ (171) LF 12" STORM SEWER @ ~~0.32%~~ 0.43% (C-76-III)

~~PLACE~~ 4' DIA. STORM MH #2 5.0' RT OF STA 7+03

~~PLACE~~ 4' DIA. STORM MH #5 5.0' RT OF STA 3+95 PLACE 2 STD. CB W/EJIW #7030 & 36 LF OF 12" CB LEAD (C-76-III) @ 1.0%

~~PLACE~~ 4' DIA. STORM MH #4 5.0' RT OF STA 4+51

~~PLACE~~ 4' DIA. STORM MH #3 5.0' RT OF STA 5+28

~~PLACE~~ 137' LF 12" STORM SEWER @ ~~0.32%~~ 0.52% (C-76-III)

~~PLACE~~ 137' LF 12" STORM SEWER @ 0.32% (C-76-III)

~~PLACE~~ 2' DIA STM YB #3B ON C/L OF STA 3+20 OF PROFILE "E" W/EJIW #6508 GRATE

~~PLACE~~ 2' DIA STM YB #2B ON C/L OF STA 3+17 OF PROFILE "D" W/EJIW #6508 GRATE

~~PLACE~~ 4' DIA. STORM MH #1 5.0' RT OF STA 7+81 PLACE 2 STD. CB W/EJIW #7065 & 31 LF OF 12" CB LEAD (C-76-III) @ 1.0%

REMOVE EXISTING BIT WINGS
SAW CUT EXISTING CONC DRIVES AT ROW
PLACE CONCRETE DRIVE APPROACHES 6" THICK AND 133 LF OF SIDEWALK
6" THICK THROUGH DRIVE
4" THICK OUTSIDE DRIVE
SEED, FERTILIZE, AND MULCH DISTURBED YARDS
REMOVE 7 GUARD POSTS

PROP. 8" SAN. SEWER
PROP. 8" STORM SEWER
PROP. 18" STORM SEWER
PROP. 12" STORM SEWER
PROP. 6" STORM SEWER
PROP. 8" SAN. SEWER
PROP. 12" STORM SEWER
PROP. 12" STORM SEWER
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PROP. 8" SAN. SEWER
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PROP. 8" SAN. SEWER

12' PVT. ESMT. FOR PUBLIC UTILITIES
12' PVT. ESMT. FOR PUBLIC UTILITIES
12' PVT. ESMT. FOR PUBLIC UTILITIES
12' PVT. ESMT. FOR PUBLIC UTILITIES

20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
20' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
30' ESMT. FOR DRAINAGE & STORM SEWER TO THE CITY OF WYOMING
30' ESMT. FOR STORM SEWER, TOPSOIL STORAGE & FLOODWAY TO THE CITY OF WYOMING

(SEE PROFILE "E" SHEET 10)
(SEE PROFILE "D" SHEET 10)
(SEE PROFILE "E" SHEET 10)
(SEE PROFILE "D" SHEET 10)
(SEE PROFILE SHEET 8) 20% SLOPE

25 24 23 22 21 20 19 18 11 12 13 14 15 16 17

95.00' 130.00' 85.10' 9.12' 73.47' 73.47' 46.24' 92.40' 100.47' 78.47' 54.75' 27.13' 38.18' 95.13' 162.23' 85.00' 17.90' 34.93' 134.86' 85.00' 85.00' 123.09 85.00' 85.00' 85.00' 88.00' 88.00' 88.00' 88.00' 136' 120.68' 135.75' 135.75' 135.75' 135.75' 135.75' 135.75' 185.72' 180' RADIUS

S88°54'46"E

CASE DRIVE

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425-#4411 LOT LINE (EAST OF PROJECT)

SOIL BORINGS

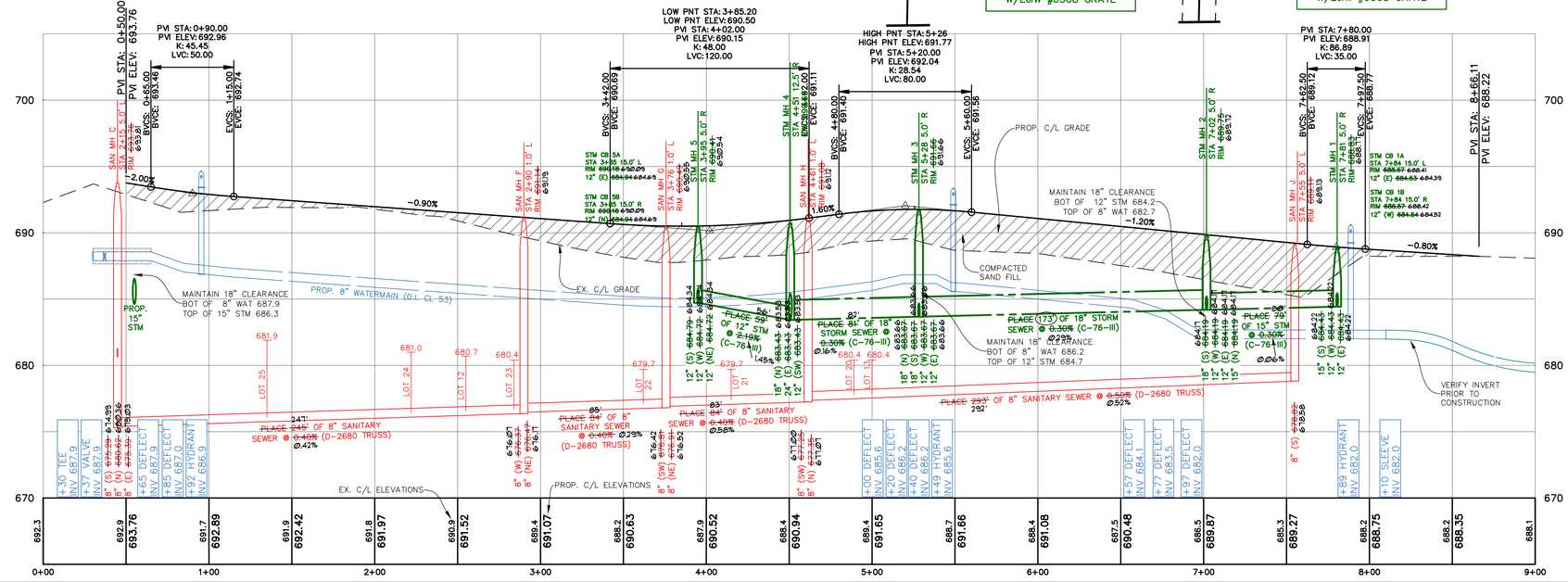
SB 4 FROM 2004 CASE DRIVE PLANS
0'-1' – TOPSOIL
1'-3' – SAND, CLAYEY
3'-5' – SAND, YELLOW
5'-12' – SAND, BROWN, MEDIUM FINE TO COARSE
12'-20' – SAND, BROWN/GRAY

SB F2 9-6-2023 FEENSTRA AND ASSOCIATES
0'-0.5' – TOPSOIL
0.5'-10' – LIGHT BROWN SAND
10'-22' – BROWN SAND

SB F4 9-6-2023 FEENSTRA AND ASSOCIATES
0'-0.5' – TOPSOIL
0.5'-3' – RED-BROWN SAND
3'-11' – LIGHT BROWN SAND
11'-17' – BROWN SAND

SB F5 9-6-2023 FEENSTRA AND ASSOCIATES
0'-0.5' – TOPSOIL
0.5'-3.5' – BROWN SAND
3.5'-14' – LIGHT BROWN SAND
WATER LEVEL @ 13'

SB 6: 9-6-2023 FEENSTRA AND ASSOCIATES
0'-1' – TOPSOIL
1'-7' – RED-BROWN SAND
7'-12' – BROWN SAND
WATER LEVEL @ 11'



STORM SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF WYOMING. ALL STORM SEWER WITHIN STREET RIGHT-OF-WAY SHALL BE REINFORCED CONCRETE C-76, CLASS III.

FRONT EDGE OF CATCH BASIN GRATE SHALL BE PLACED AT JOINT BETWEEN BITUMINOUS PAVEMENT AND CONCRETE CURB AND GUTTER.

THE SIDEWALKS AS SHOWN ON THESE PLANS ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE INDIVIDUAL HOUSE CONSTRUCTION, AND ARE SHOWN FOR LOCATION ONLY.

ALL FILL PLACED WITHIN THE PROPOSED STREET RIGHT-OF-WAY SHALL BE CLASS II SAND.

STATE OF MICHIGAN
ADAM FEENSTRA
License No. 6201067316
LICENSED PROFESSIONAL ENGINEER

NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=5'

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JULY 2024

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CITY OF WYOMING
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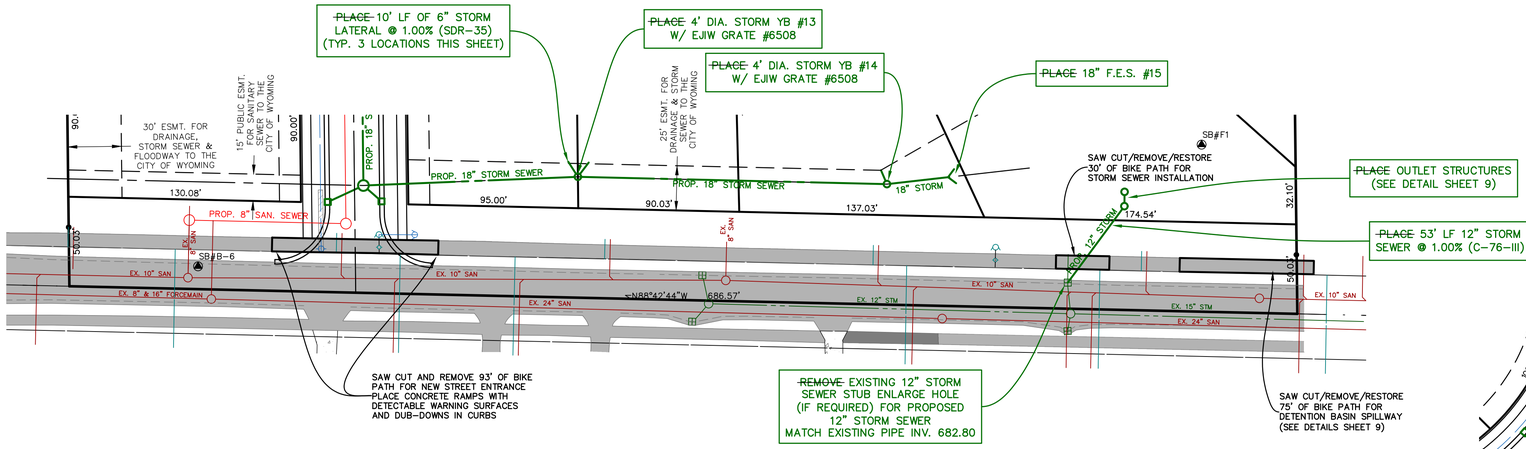
IMPROVEMENTS
IN CASE DRIVE
FROM KINGSFIELD DR.
TO 140' SOUTH OF GALION DR.

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS / TELEPHONE
SHEET NO. 7 OF 11		
SYSTEM NO.		CITY MANAGER
S.A. NO.		
DRAWN BY: AF		CITY ENGINEER
DESIGNED BY: AF		
CHECKED BY:		DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31		
DATE DRAWN: SEPT 27, 2023		FILE NO.

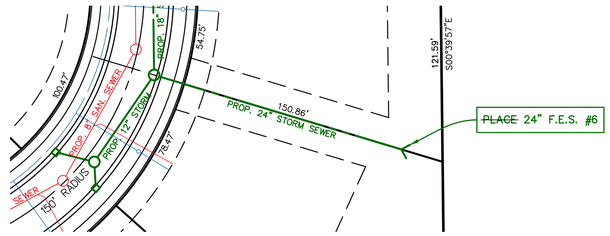
BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

SB B–6 FROM 1995 56TH STREET PLANS
0'–4' – BROWN MED TO FINE SAND, SILTY CLAY, MOIST
4'–8' – BROWN MED TO FINE SAND, LITTLE SILT, MOIST
8'–19' – LIGHT BROWN MED TO FINE SAND, TRACE SILT
19'–20' – BROWN COURSE TO FINE SAND, WET
WATER LEVEL @ 10.5'

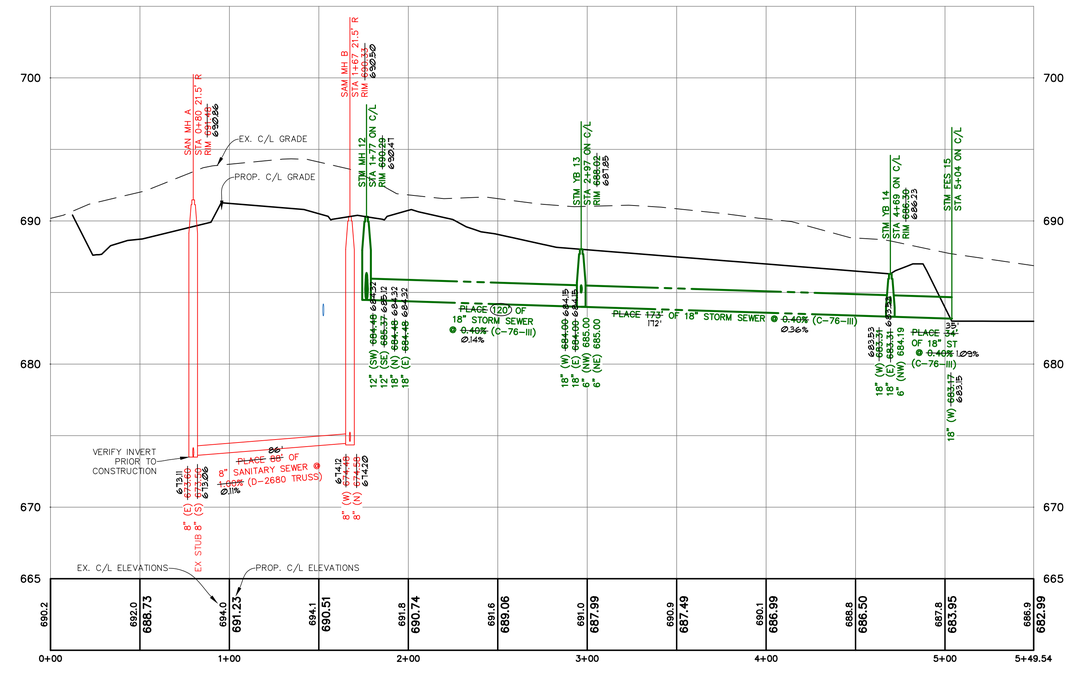
SB F1 6–18–2023 FEENSTRA AND ASSOCIATES
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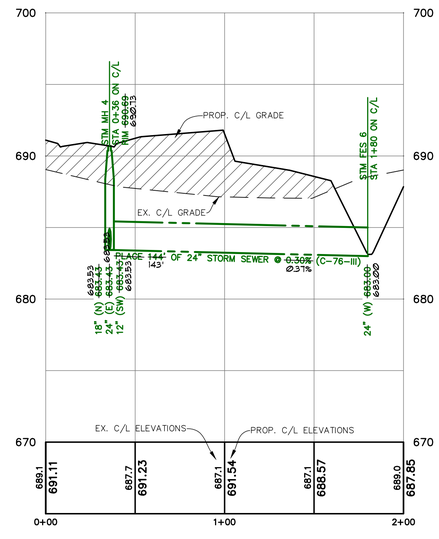


56TH STREET PROFILE
(60.0'–67.5' NORTH OF C/L 56TH)



CASE DRIVE OUTLET
(PERPENDICULAR TO 4+51)





AS-BUILT
JULY 2024

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THE SIDEWALKS AS SHOWN ON THESE PLANS ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE INDIVIDUAL HOUSE CONSTRUCTION, AND ARE SHOWN FOR LOCATION ONLY.

ALL FILL PLACED WITHIN THE PROPOSED STREET RIGHT–OF–WAY SHALL BE CLASS II SAND.

NORTH

SCALES
PLAN: 1"=40'
PROFILE:
HORZ. 1"=40'
VERT. 1"=5'

STATE OF MICHIGAN
ADAM FEENSTRA
License No. 6201067316
LICENSED PROFESSIONAL ENGINEER

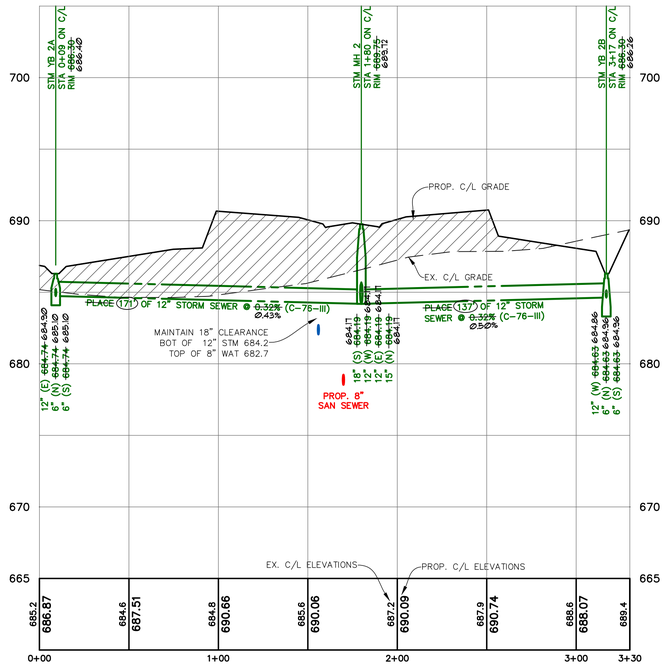
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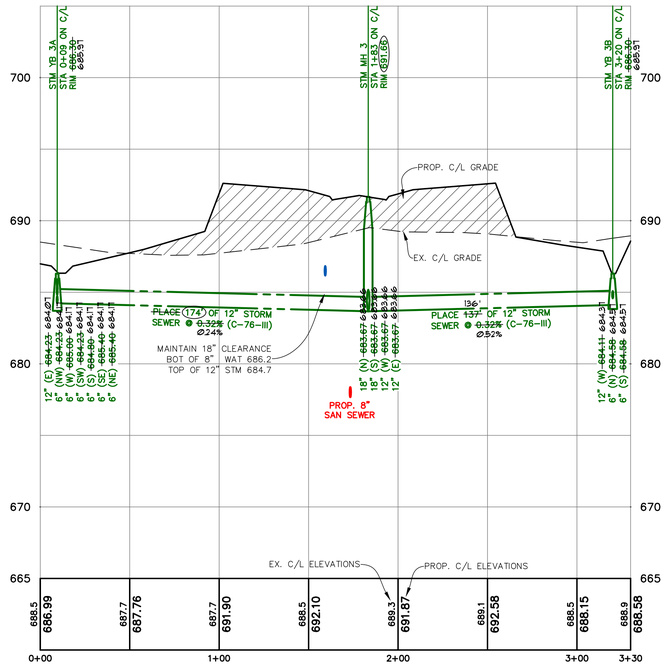
CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

IMPROVEMENTS
IN DRAINAGE EASEMENT
FROM 140' WEST OF KINGSFIELD DR.
TO 440' EAST OF KINGSFIELD DR.

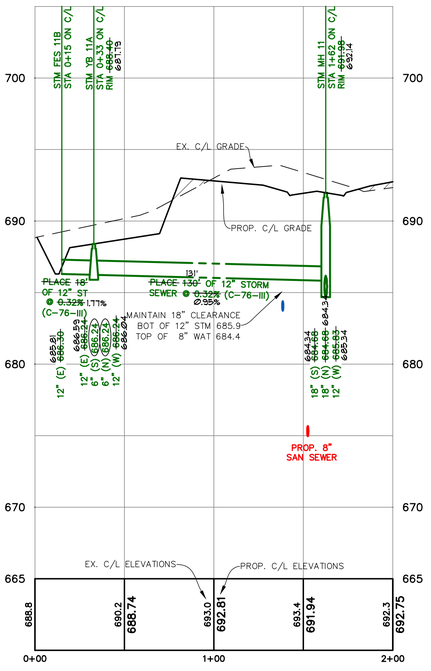
SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS / TELEPHONE
SHEET NO. 8 OF 11		CITY MANAGER
SYSTEM NO.		
S.A. NO.		CITY ENGINEER
DRAWN BY: AF		
DESIGNED BY: AF		DESIGN ENGINEER
CHECKED BY:		
1/4 SEC. NO. NW, SEC 31		
DATE DRAWN: SEPT 27, 2023		FILE NO.



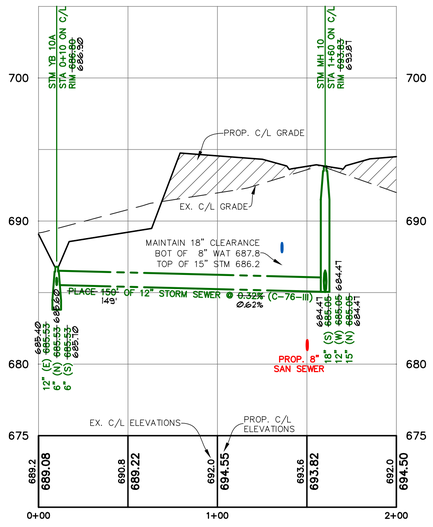
PROFILE "D"



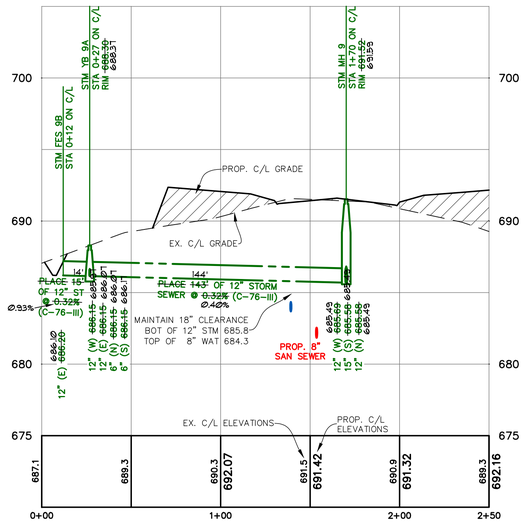
PROFILE "E"



PROFILE "A"



PROFILE "B"



PROFILE "C"

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)

SB B–6 FROM 1995 56TH STREET PLANS
0'–4' – BROWN MED TO FINE SAND, SILTY CLAY, MOIST
4'–8' – BROWN MED TO FINE SAND, LITTLE SILT, MOIST
8'–19' – LIGHT BROWN MED TO FINE SAND, TRACE SILT
19'–20' – BROWN COURSE TO FINE SAND, WET
WATER LEVEL @ 10.5'

SB F1 6–18–2023 FEENSTRA AND ASSOCIATES
0'–0.25' – SANDY TOPSOIL
0.25'–2' – BROWN SILTY SAND
2'–3' – LIGHT BROWN FINE TO MEDIUM SAND
3'–4' – GRAY SILTY CLAY
4'–10' – LIGHT BROWN FINE TO MEDIUM SAND
WATER LEVEL @ 8'

SB 4 FROM 2004 CASE DRIVE PLANS
0'–1' – TOPSOIL
1'–3' – SAND, CLAYEY
3'–5' – SAND, YELLOW
5'–12' – SAND, BROWN, MEDIUM FINE TO COARSE
12'–20' – SAND, BROWN/GRAY

AS-BUILT
JULY 2024

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SCALES
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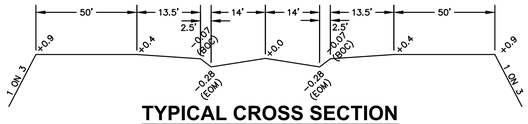
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ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

IN STORM SEWER PROFILES
FROM
TO

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS	TELEPHONE
SHEET NO. 10 OF 11			
SYSTEM NO.			CITY MANAGER
S.A. NO.			
DRAWN BY: AF			CITY ENGINEER
DESIGNED BY: AF			
CHECKED BY:			DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31			
DATE DRAWN: SEPT 27, 2023			FILE NO.



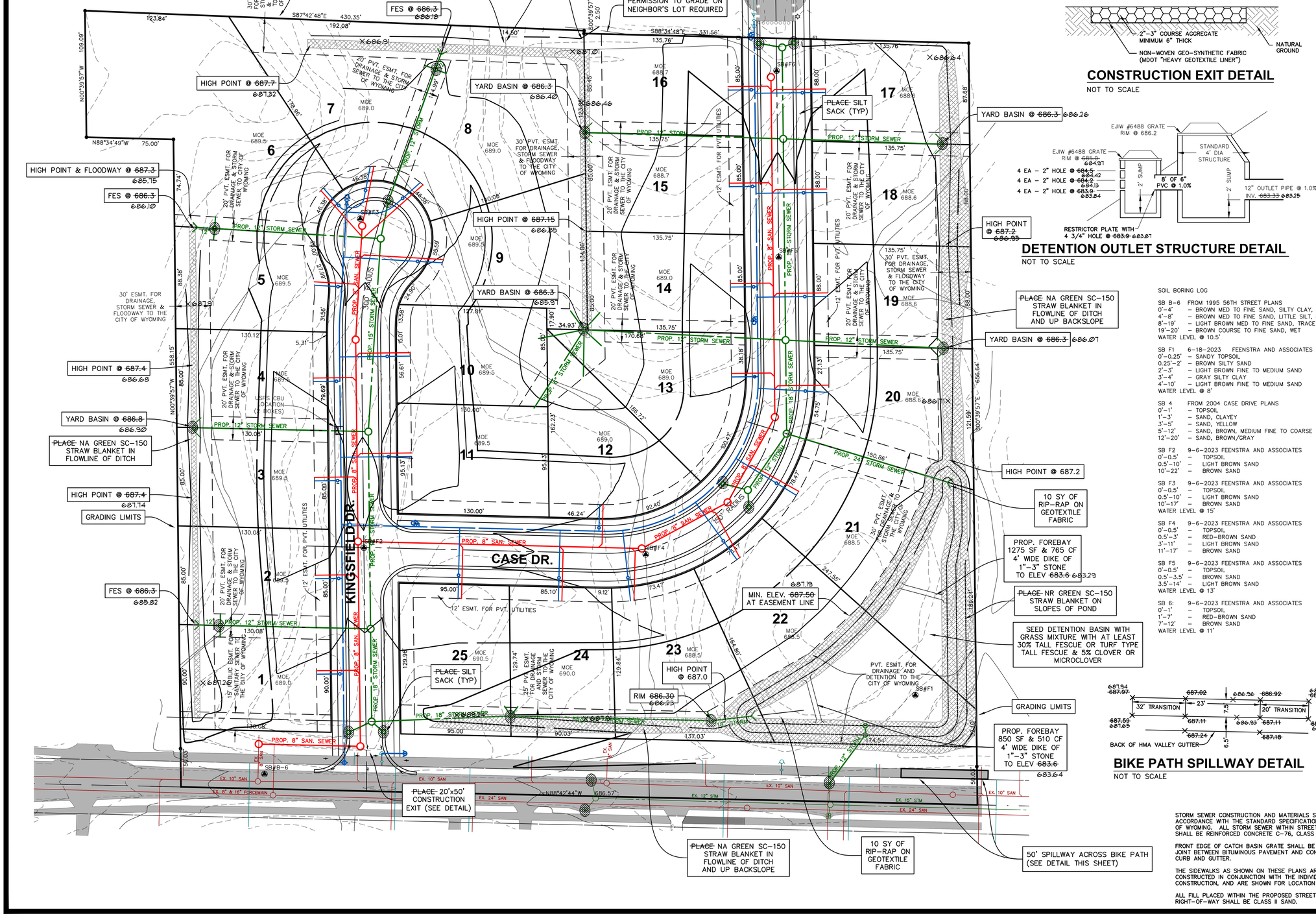
TYPICAL CROSS SECTION

NOT TO SCALE

SCHEDULED ACTIVITY

	2023 AUG	SEP	OCT	NOV	2024 APR	MAY	JUN	JUL	AUG	SEP
CLEAR TREES AND BRUSH										
INSTALL TEMP. EROSION CONTROLS										
STRIP TOPSOIL										
ROUGH GRADE SITE										
UTILITIES										
ROAD										
TOPSOIL, SEED, & LANDSCAPE										
FINAL RESTORATION & CLEANUP										
REMOVE TEMP. EROSION CONTROLS										

BENCH MARK 1 ELEVATION: 688.43
TOP OF NE FLANGE BOLT ON HYDRANT ON NORTH SIDE OF 56TH ST. AT #4425–#4411 LOT LINE (EAST OF PROJECT)



CONSTRUCTION EXIT DETAIL

NOT TO SCALE

DETENTION OUTLET STRUCTURE DETAIL

NOT TO SCALE

SOIL BORING LOG

SB B-6 FROM 1995 56TH STREET PLANS
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3'–5' – SAND, YELLOW
5'–12' – SAND, BROWN, MEDIUM FINE TO COARSE
12'–20' – SAND, BROWN/GRAY

SB F2 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–22' – BROWN SAND

SB F3 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–10' – LIGHT BROWN SAND
10'–17' – BROWN SAND
WATER LEVEL @ 15'

SB F4 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3' – RED–BROWN SAND
3'–11' – LIGHT BROWN SAND
11'–17' – BROWN SAND

SB F5 9–6–2023 FEENSTRA AND ASSOCIATES
0'–0.5' – TOPSOIL
0.5'–3.5' – BROWN SAND
3.5'–14' – LIGHT BROWN SAND
WATER LEVEL @ 13'

SB 6: 9–6–2023 FEENSTRA AND ASSOCIATES
0'–1' – TOPSOIL
1'–7' – RED–BROWN SAND
7'–12' – BROWN SAND
WATER LEVEL @ 11'

BIKE PATH SPILLWAY DETAIL

NOT TO SCALE

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SOIL EROSION KEY NOTES:

GRADING LIMITS

SILT FENCE

PLACE SILT SACKS IN CATCH BASIN

PLACE NA GREEN SC-150 STRAW BLANKET

CONSTRUCTION ENTRANCE AND EXIT FOR SITE

SOIL EROSION CONTROL NOTES

1. ALL SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION AND MAINTAINED, AS NECESSARY, UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
2. RE–SPREAD 6" OF TOPSOIL OVER ALL GRADED AREAS. SEED AND FERTILIZE USING DRILL (MDOT ROADSIDE MIX).
3. ALL DRAINAGE SWALES SHALL BE STABILIZED WITH A MINIMUM OF 4" TOPSOIL, SEEDING, AND SC–150 EROSION CONTROL MATTING.
4. STONE RIP–RAP SHALL BE 8" MIN. DIAMETER.
5. SILT FENCE SHALL BE TOED IN 6" AND STAKED EVERY 6' O/C.
6. PROTECT NEW & EXISTING STORM INLETS BY EXCAVATING A SUMP AROUND THEM & PLACING A SILT SACK INSIDE THE CATCHBASIN.
7. INSPECT AND MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS AFTER EACH SIGNIFICANT RAINFALL.
9. STREET SWEEPING SHALL BE COMPLETED DAILY ON AN AS NEEDED BASIS THROUGHOUT CONSTRUCTION.
9. DETENTION FACILITIES SHALL BE THE FIRST ITEM CONSTRUCTED. THE POND SHALL BE GRADED, TOPSOILED, SEEDED, AND SC–150 EROSION CONTROL MATTING PLACED BEFORE WORK PROCEEDS ON OTHER ITEMS.
10. TOTAL AREA DISTURBED 10.0 ACRES.

AS-BUILT
JULY 2024

STATE OF MICHIGAN
ADAM FEENSTRA
License No. 6201067316
LICENSED PROFESSIONAL ENGINEER

NORTH

SCALES
PLAN: 1"=40'

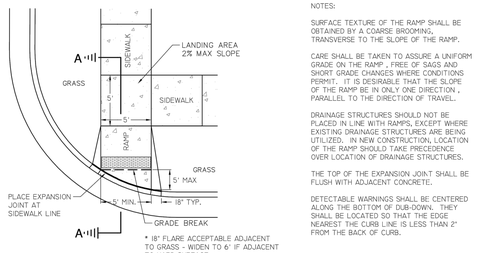
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DESIGN DIVISION
WYOMING, MICHIGAN.

IN GRADING AND SESC
FROM
TO

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS	TELEPHONE
SHEET. NO. 9 OF 11			CITY MANAGER
SYSTEM NO.			
S.A. NO.			CITY ENGINEER
DRAWN BY: AF			
DESIGNED BY: AF			DESIGN ENGINEER
CHECKED BY:			
1/4 SEC. NO. NW, SEC 31			
DATE DRAWN: SEPT 27, 2023			FILE NO.



NOTES:

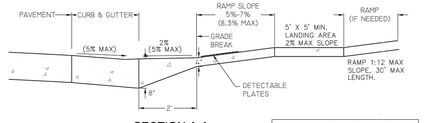
SURFACE TEXTURE OF THE RAMP SHALL BE OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE SLOPE OF THE RAMP.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP , FREE OF SAGS AND SHORT GRADE CHANGES WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION , PARALLEL TO THE DIRECTION OF TRAVEL.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS, EXCEPT WHERE EXISTING DRAINAGE STRUCTURES ARE BEING UTILIZED. IN NEW CONSTRUCTION, LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER LOCATION OF DRAINAGE STRUCTURES.

THE TOP OF THE EXPANSION JOINT SHALL BE FLUSH WITH ADJACENT CONCRETE.

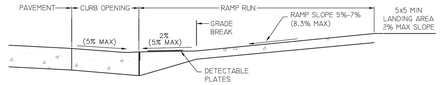
DETECTABLE WARNINGS SHALL BE CENTERED ALONG THE BOTTOM OF DUB-DOWN. THEY SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS LESS THAN 2" FROM THE BACK OF CURB.



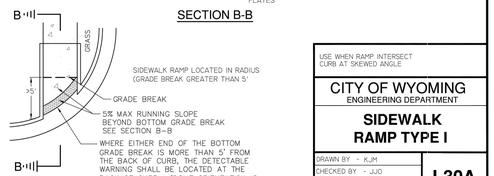
SECTION A-A

CAST IRON DETECTABLE WARNING PLATE SHALL BE: EAST JORDAN IRON WORKS TRUNCATED COVER-PRODUCT NO. 00700541, TUFTILE FED 37038, ADA SOLUTIONS IRON DOME, OR APPROVED EQUAL.

ALL RAMPS MUST MEET CURRENT STATE AND FEDERAL ADA REQUIREMENTS REFER TO CURRENT M.D.O.T. SIDEWALK RAMP DETAILS FOR DETECTABLE WARNING DETAILS



SECTION B-B



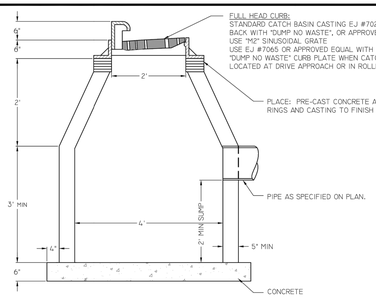
SIDEWALK RAMP LOCATED IN RADIUS (GRADE BREAK GREATER THAN 5')

USE WHEN RAMP INTERSECT CURB AT SKEWED ANGLE

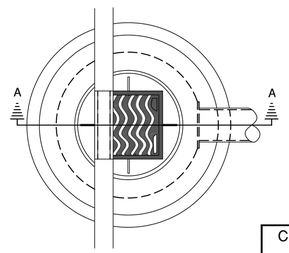
CITY OF WYOMING
ENGINEERING DEPARTMENT

SIDEWALK RAMP TYPE I

DRAWN BY - KJM	I-30A
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	



SECTION A-A



TOP VIEW

STANDARD CATCH BASIN

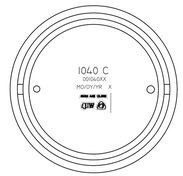
NOTE:

STRUCTURE SHALL BE PRE-CAST REINFORCED CONCRETE UNLESS OTHERWISE APPROVED BY THE ENGINEER

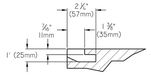
CITY OF WYOMING
ENGINEERING DEPARTMENT

STANDARD CATCH BASIN

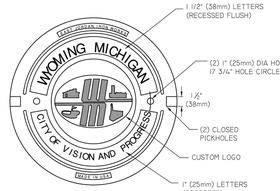
DRAWN BY - KJM	S-2
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	

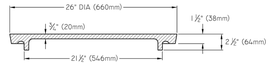


BOTTOM VIEW



PICKHOLE DETAIL





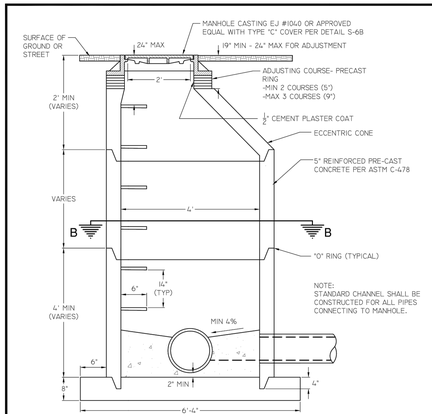
CROSS SECTION

WYOMING STANDARD MANHOLE COVER AND FLANGE BASE

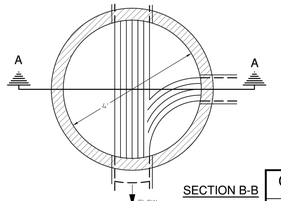
CITY OF WYOMING
ENGINEERING DEPARTMENT

WYOMING STD. MANHOLE COVER AND FLANGE

DRAWN BY - KJM	S-6B
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	



SECTION A-A



SECTION B-B

(IN HIGH WATER TABLE AREAS AN APPROVED WATERPROOFING SHALL BE APPLIED TO THE OUTSIDE OF THE MANHOLE)

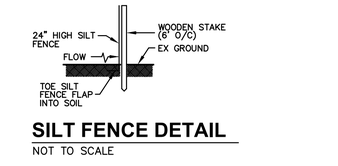
NOTE:
- WHERE SEWER PIPE IS JOINED INTO MH, USE FLEXIBLE WATER TIGHT CONNECTION SUCH AS A-LOK, KORNSEAL OR APPROVED EQUAL
- BELOW (5') DEPTH MEASURED FROM PRESENT GROUND SURFACE, MANHOLE WALLS SHALL BE 12" THICK AND DIAMETER OF BASE 7'-4"

PRECAST SANITARY SEWER MANHOLE

CITY OF WYOMING
ENGINEERING DEPARTMENT

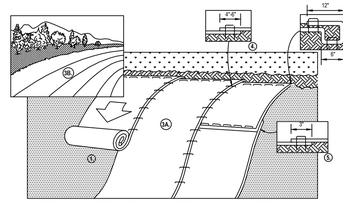
PRE-CAST SANITARY SEWER MANHOLE

DRAWN BY - KJM	S-7
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	



SILT FENCE DETAIL

NOT TO SCALE

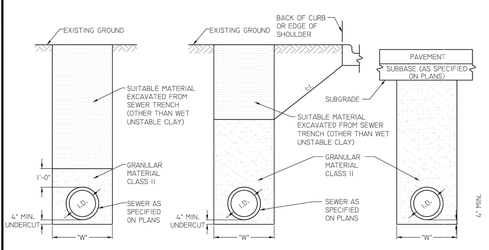


NOTES:
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS PER MANUFACTURES RECOMMENDATION.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 4"-6" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3"OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12"APART ACROSS ENTIRE BLANKET WIDTH.
6. PLACE STAPLES/STAKES PER MANUFACTURE RECOMMENDATION FOR THE APPROPRIATE SLOPE BEING APPLIED.

NOTES:
1. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.
2. FOLLOW EROSION CONTROL TECHNOLOGY COUNCIL SPECIFICATION FOR PRODUCT SELECTION

EROSION CONTROL BLANKET DETAIL

NOT TO SCALE



SEWER NOT UNDER ROADBED

SEWER UNDER ROADBED OR WITH INFLUENCE OF ROADBED

SUFFICIENT TRENCH WIDTH SHALL BE PROVIDED TO ALLOW FREE WORKING SPACE AND TO PERMIT COMPACTING THE BACKFILL AROUND THE PIPE.

THE FOLLOWING ARE MINIMUM TRENCH WIDTHS:

I.D. PIPE SIZE (INCHES)	LESS THAN 18	21	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108
"W" TRENCH WIDTH (FEET)	3.0	3.5	4.0	5.0	6.0	7.0	8.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0	13.5	14.0

NOTES:

BACKFILL FOR UTILITY TRENCHES ABOVE GRANULAR MATERIAL CLASS II SHALL BE PLACED AS FOLLOWS:

(A) GRANULAR MATERIAL OF THE CLASS SPECIFIED ON DETAILS, SHALL BE USED TO BACKFILL TRENCHES UNDER THE ROADBED AND SHALL BE COMPACTED TO NOT LESS THAN 95% OF ITS MAXIMUM UNIT WEIGHT.

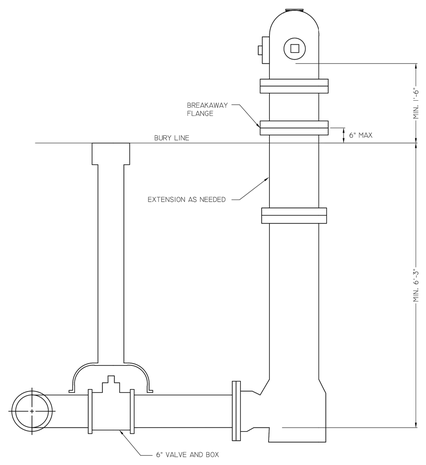
(B) GRANULAR MATERIAL, OF THE CLASS SPECIFIED ON DETAILS, SHALL BE USED TO BACKFILL UTILITY TRENCHES OUTSIDE THE ROADBED BUT WITHIN THE 1:1 ZONE OF INFLUENCE SHOWN. IT WILL ALSO BE USED AS BACKFILL UNDER SIDEWALKS, SURFACED AREAS, AND MISCELLANEOUS STRUCTURES, AND COMPACTED TO NOT LESS THAN 95% OF ITS MAXIMUM UNIT WEIGHT.

(C) WHEN ACCEPTABLE, MATERIAL EXCAVATED FROM THE UTILITY TRENCHES SHALL BE USED TO BACKFILL UTILITY TRENCHES OUTSIDE THE LIMITS OF THE 1:1 ZONE OF INFLUENCE AND SHALL BE COMPACTED TO NOT LESS THEN 90% OF ITS MAXIMUM UNIT WEIGHT.

CITY OF WYOMING
ENGINEERING DEPARTMENT

BEDDING FOR PIPES

DRAWN BY - KJM	S-13
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	



CITY OF WYOMING
ENGINEERING DEPARTMENT

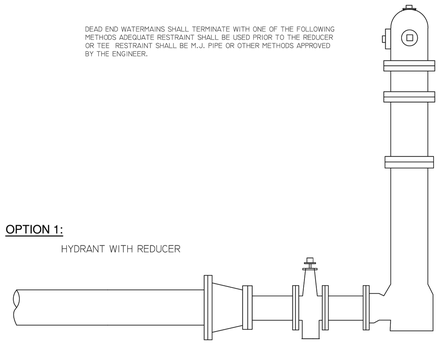
HYDRANT BURY DETAIL

DRAWN BY - KJM	W-22
CHECKED BY - JJO	
DATE DRAWN - 4-2021	
DATE REVISED - 4-2021	

DEAD END WATERMAINS SHALL TERMINATE WITH ONE OF THE FOLLOWING METHODS ADEQUATE RESTRAINT SHALL BE USED PRIOR TO THE REDUCER OR TEE RESTRAINT SHALL BE M.J. PIPE OR OTHER METHODS APPROVED BY THE ENGINEER.

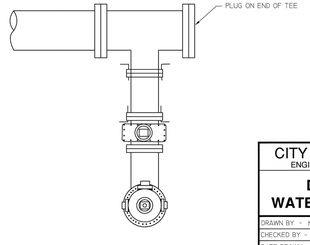
OPTION 1:

HYDRANT WITH REDUCER



OPTION 2:

HYDRANT WITH TEE & PLUG



CITY OF WYOMING
ENGINEERING DEPARTMENT

DEAD END WATERMAIN DETAIL

DRAWN BY - KJM	W-24
CHECKED BY - JJO	
DATE DRAWN - 4-2021	
DATE REVISED - 4-2021	

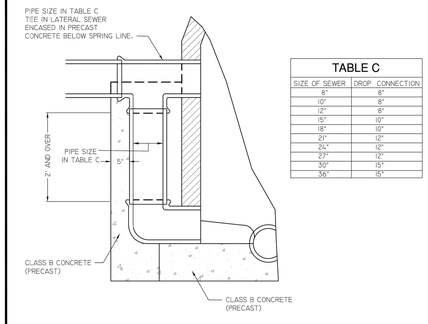
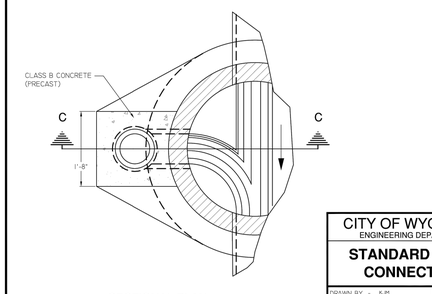


TABLE C	
SIZE OF SEWER	DROP CONNECTION
8"	8"
10"	8"
12"	8"
15"	10"
18"	10"
21"	12"
24"	12"
27"	12"
30"	15"
36"	15"

SECTION C-C



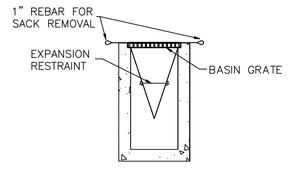
SECTIONAL PLAN

STANDARD DROP CONNECTION

CITY OF WYOMING
ENGINEERING DEPARTMENT

STANDARD DROP CONNECTION

DRAWN BY - KJM	S-11
CHECKED BY - JJO	
DATE DRAWN - 3-2021	
DATE REVISED - 3-2021	



SILT SACK DETAIL

NOT TO SCALE

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

CITY OF WYOMING
ENGINEERING DEPARTMENT
DESIGN DIVISION
WYOMING, MICHIGAN.

IN DETAIL SHEET

FROM

TO

SCALE: VERT. 1" = 5' HORIZ. 1" = 40'	CONSUMERS	GAS	TELEPHONE
SHEET. NO. 11 OF 11			
SYSTEM NO.			CITY MANAGER
S.A. NO.			
DRAWN BY: AF			CITY ENGINEER
DESIGNED BY: AF			
CHECKED BY:			DESIGN ENGINEER
1/4 SEC. NO. NW, SEC 31			
DATE DRAWN: SEPT 27, 2023			**FILE NO.**

BUILDING RESTRICTIONS FOR
KINGSFIELD ESTATES

BUFFUM BUILDERS, LLC, A Michigan Limited Liability Company, 144 44th Street SW, Grand Rapids, Michigan 49548, Developer of the land hereinafter described and Grand River Bank, a Michigan Corporation, 4471 Wilson Avenue SW, Grandville, Michigan 49418, as Mortgage holder, desire to impose the following restrictions upon said premises:

Lots 1-25, Kingsfield Estates, Part of the NW 1/4, Section 31, T6N, R13W, City of Wyoming, Kent County, Michigan

Therefore, the above-mentioned developer hereby covenants and does impose the following protective covenants, restrictions and conditions upon the use of lots in said plat.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

1. None of said premises shall be used, nor any structure shall be located on any of said premises unless the use and location thereof satisfies the requirements of the Zoning Ordinance of the City of Wyoming, Kent County, Michigan, which is in effect at the time of the contemplated use of construction of any structure, unless the approval thereof is obtained by a variance from the Zoning Board of Appeals of the City of Wyoming. All lots are for residential uses only.

2. No dwelling shall be erected or placed on any residential building plot in the subdivision with less than the following area, exclusive of one story open, porches, breezeways and garages.

One-story:	1500 sf minimum first floor area
One and One Half Story:	2000 sf, total finished area of the upper two floors
Two-story:	2000 sf, total finished area of the upper two floors

Tri-Levels and Bi-levels are not allowed.

Each dwelling shall not have less than an attached two-stall garage.

3. No building shall be located on any residential building plot nearer than 35 feet to the front line. No building shall be located nearer than 10 feet to a side yard. The rear yard shall be not less than 25 feet.

4. Mailboxes: Due to United States Postal Service (USPS) requirements, mail delivery shall be by centralized location(s). The Developer shall install the initial cluster box unit(s) and the lot owners who have purchased a lot from Developer shall equally bear all obligations to manage, maintain, repair and replace the mail delivery cluster box units and any related flatwork or other items associated with the mailbox system functionality. Developer shall be unconditionally free from any management or other responsibilities after initial installation.

5. No outbuildings shall be allowed within the plat.

6. Prior to commencement of any construction, a lot plan and architectural drawing of the proposed structure shall be submitted to the Developer which shall have fifteen (15) days after receipt of the plan and drawing to approve or reject the plan and drawing. No construction shall be commenced on any lot without this prior approval of the developer.

7. Pre-fabricated homes, mobile homes, or modular homes are not permitted.

8. No existing structure shall be moved onto any of said premises in this plat. All construction shall use new material. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No leasing of any Lot or any portion of any Lot or residence on a lot shall be permitted.

10. Any change in the physical appearance of the exterior of any residence as constructed by a builder or as approved by the Developer for construction must have prior approval of the Developer.

11. Construction, when started, shall be completed within one (1) year. No residence shall be occupied prior to the time an Occupancy Permit is issued by the Building Inspector nor before all exterior work including painting and staining, exterior concrete sidewalks and driveways, and the removal of construction debris including brush and stumps, has been completed. Landscaping, including the seeding or sodding of lawn areas and the planting of shrubs and trees shall be completed within 90 days of the date of occupancy. If a residence is occupied after November 1, and the completion of the exterior concrete, exterior painting, staining, and the landscaping requirements are not possible, the work shall be completed not later than June 30 of the following year.

12. Each owner shall properly maintain all lawn areas within his or her Lot and shall install and maintain an underground sprinkling system to service all areas of the lawn. All lawns shall be kept free from weed, underbrush, and other unsightly growths. All landscaping plans must be approved in writing by the Developer.

13. No item of equipment, furniture, or any other large movable item shall be kept within any lot outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles, and dune buggies, shall be stored in a garage.

14. The exterior of each dwelling shall be made of brick, wood, stone, stucco, or vinyl or aluminum siding, or a combination of these materials. The front elevation of each dwelling shall be a combination of at least two of the other foregoing materials with the primary material covering not more than eighty percent (80%) of the surface area of the front elevation. The Developer shall have the final approval on the front elevation style if this requirement is not met. The minimum allowable roof pitch shall be 6 vertical on 12 horizontal.

15. A Lot owner shall not install and/or operate any type of lighting (whether temporary or permanent) within such Lot Owner's lot that, due to the brightness and/or direction of such lighting, constitutes a nuisance for the occupants of other lots. Normal home security lighting and decorative holiday lighting shall not constitute a nuisance under this paragraph.

16. All excess soil to be removed from any of said building sites, either in grading or excavating, shall remain the property of the Developer. When said soil is removed, it shall be placed by the Owner of said lot, at his expense, in such place or places, as the Developers shall designate. If Developers have no need for the excess soil, the lot Owner shall remove the same at Owner's expense. No soils shall be distributed within the pre-defined drainage easements or backyard drainage pathways.

17. Driveways from the street to the garage shall be constructed of concrete surface materials, unless otherwise approved by the Developer. The Developer shall have final approval for the driveway layout for all lots.

18. Garbage and Refuse Disposal: All trash, garbage and other waste is to be kept only in sanitary containers inside garage and will not be permitted to remain elsewhere on the Lot, except for the service day of vendor collection. Developer may call for vendor pick-up of un-stored trash containers and any such costs shall be the responsibility of the Lot owner.

19. At the time of completion of a dwelling on any lot, the lot owner shall install and maintain sidewalks in conformity with the requirements of the City of Wyoming. If certain lots are not improved with sidewalk within a time frame of five years from approval of the final plat, the lot owner shall install sidewalks on these lots. Sidewalks must be installed as a requirement of receiving a certificate of occupancy.

20. No above ground fences shall be allowed, except as may be legally required around swimming pools must be illustrated and described on a plot plan and submitted to Developer for consideration for approval concerning type, size, and other details. Any fencing installed shall be by Developer's preferred vendor only.

21. No above ground swimming pools, whether temporary or permanent, shall be allowed within any lot. In-ground swimming pools shall be allowed in the back yard within the lot and setback at least ten (15) feet from each lot boundary, and may not project with their coping more than one foot above the established grade and any pool. Decking shall consist of concrete material only

22. All playground equipment, such as swing sets, slides, jungle gyms, and the like, shall be kept within a Lot only in an area behind the residence in the Lot and not closer to any side boundary than the extremities of the residence within that Lot.

23. No animal, birds, or fowl may be kept or maintained on any lot, except dogs, cats, and pet birds which may be kept thereon in reasonable numbers a pets for pleasure and use by the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No dog may be permitted, at any time, outside a residence, unless the dog is contained within a permitted dog run or unless the dog is accompanied by an attendant who shall have the dog firmly held by collar and leash. No person owning, harboring, or having in his possession any cat, shall permit or allow such cat to run at large or in any yard or enclosure other than the yard or enclosure of the lot occupied or owned by such cat owner. No savage or dangerous animal will be kept on any lot. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or on any lot.

24. All electrical service, cable television, and telephone lines will be placed underground and no outside electrical lines or other lines or wires will be placed overhead without the prior written approval of the developer. No exposed or exterior radio or television transmission or receiving antennas, dishes, or other devices will be erected, placed or maintained on any lot or structure. Any waiver of these restrictions will not constitute a waiver as to other lots.

25. No unusable, wrecked, or junked vehicle shall be stored or kept on any lot unless housed within a garage constructed in accordance with this declaration. Campers, trailers, snowmobiles, boats, or any kind or type of recreational vehicle must be stored within a garage. No recreational vehicles, house trailers, trailers, boats, camping vehicles, motorcycles, all-terrain vehicles, vans (other than mini-vans), or snowmobiles shall be parked or stored on the public streets of the project, nor parked in any driveway or kept in any garage if such storage would prevent full closure of the door thereto, for more than three (3) days without written approval of the Developer. The three (3) day period must either immediately precede or follow a bona fide trip.

26. No sign of any kind shall be displayed to the public view within any Lot, except a sign of not more than four square feet advertising a Lot for sale, or a sign used by a builder to advertise the construction or subsequent sale of a residence. The Developer maintains the right to use signage at his discretion.

27. The engineer, Developer, its successors and assigns, shall be held harmless from any legal action arising out of related to the construction of this development.

28. If the Developer at any time owns real property adjacent to the development, such property may be developed by the Developer, but not necessarily in accordance to a common plan or scheme. Accordingly, the covenants, conditions, and restrictions set forth herein are intended to apply only to the development and do not in any way burden or restrict the development of any other property owned by the Developer, unless the other property is specifically made subject to this declaration by an instrument executed by the Developer and recorded in the office of the Kent County Register of Deeds.

29. Minimum building openings elevations on each lot shall be set at or above the minimum building openings specified in paragraph 30e.

RESTRICTIONS PURSUANT TO THE REQUIREMENTS
OF THE KENT COUNTY DRAIN COMMISSION

a. Critical drainage and overland floodway swales have been constructed through the rear yards of Lots 2 through 25. The floodways have been designed to carry storm water runoff overland in an emergency situation where the storm sewer system fails or has exceeded its capacity. Critical elevations have been established with the floodways. Minimum building opening elevations have been placed a foot above these critical floodway elevations. Any alteration of the grade could cause a potential flooding hazard to the home. **The elevations established in the design of these emergency overland drainage and floodway swales must be preserved.** Any alteration of the grade shall be restored to its original condition and design elevations. The direction of surface water drainage and critical floodway elevations are shown on the grading plan, **Exhibit "B"** attached hereto.

b. Some of the lots in the subdivision are subject to private easements for drainage. Private easements for drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across his property. No construction is permitted within a private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Further, during the final lot grading and landscaping the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs does not interfere with the surface drainage.

c. The direction of flow for the surface drainage for all lots is shown on the grading plan and block grading plan, **Exhibit "B"** attached hereto. A more detailed grading plan is available at the Drain Commissioner's Office at 775 Ball Avenue NE, Grand Rapids, Michigan 49503. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the grading plan.

d. FENCES, SHRUBS AND FILLING WITHIN EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHEN LOCATED ON THE FOLLOWING EASEMENTS

Easements Labeled as "Floodway" and/or "Detention"

- NO filling, blocking, fencing, storage buildings or above surface vegetation planting is to be undertaken within a floodway/ detention easement.

Easements Labeled as "Drainage"

- Site screen fences are NOT allowed **unless prior written approval is given by the Kent County Drain Commission** and they are installed above the top of the bank or the edge of the easement, whichever is higher.
- Chain link fences will be allowed if it is determined that the chain link fence will not obstruct or divert the flow of water.

- If the fences are removed for drain access or maintenance, they are to be replaced by the owner of the fence at the owner's expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement.
- **NO** filling, blocking, or storage buildings are allowed within any drainage easement used for overland flow.

Easements Labeled as "Storm Sewer"

- Fences and pavement are allowed over easements designated for underground utilities, if drainage is not identified with easement.
- If the fences or pavement must be removed for the purpose of construction or maintenance of these utilities, the Kent County Drain Commission or its contractor will remove them. However, the fence or pavement must be replaced by the owner at the owner's expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement. Roots can penetrate the storm sewer and cause blockage. Trees also obstruct maintenance access.

e. Minimum building opening elevations for the following lots are:

Lot No.	BASEMENT TYPE	MOE	Lot No.	BASEMENT TYPE	MOE
1	Daylight	689.0	14	Daylight	689.0
2	Daylight	689.5	15	Daylight	688.7
3	Daylight	689.5	16	Daylight	688.7
4	Daylight	689.5	17	Daylight	688.5
5	Daylight	689.5	18	Daylight	688.5
6	Daylight	689.5	19	Daylight	688.5
7	Daylight	689.0	20	Daylight	688.5
8	Daylight	689.0	21	Daylight	688.5
9	Daylight	689.5	22	Daylight	688.5
10	Daylight	689.5	23	Daylight	689.0
11	Daylight	689.5	24	Daylight	690.0
12	Daylight	689.0	25	Daylight	690.5
13	Daylight	689.0			

f. To eliminate the potential of structural damage due to flooding and back yard surface drainage the lot owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on N.G.V. Datum, and bench marks described as shown on the Block Grading Plan (Exhibit B)

g. Each lot owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the engineer, the City of Wyoming, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

h. Restrictions pursuant to the requirements of the Kent County Drain Commissioner are to be perpetual and shall run with the land. Drain Commissioner restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner.

30. These restrictions shall run with the land for a period of 25 years from the date hereof, and shall be renewable every subsequent 25 years upon written and recorded assent of two-thirds of the then lot owners at the beginning of each 25 year period; otherwise said restrictions are to cease and terminate if such written assent is not recorded, excepting therefrom items 30a through 30j, which shall remain in perpetuity.

31. All lots shall be developed and all structures shall be built in accordance with applicable regulations of the City of Wyoming including the City of Wyoming Zoning Ordinance. Where a conflict exists between the building restrictions described in this document and the requirements of the City of Wyoming, including the City of Wyoming Zoning Ordinance, then the requirements of the City of Wyoming shall govern.

32. In the event of a breach or attempted or threatened breach of any restrictions by any lot owner, the developer, or any of them will be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach, specifically including a court order enjoining commencement or continuance of construction on any lot, if the plans the builder of any other aspect of construction required to be approved by the Developer prior to commencement of construction were not approved by the Developer as required, or are not being implemented as approved.

33. All costs incurred by the Developer in enforcing the restrictions, including reasonable attorney fees, will be reimbursed by the owner of the Lot or Lots in breach of the restrictions to the Developer enforcing the restrictions.

34. Payment for all reimbursable costs incurred a provided in this declaration will be due and payable thirty (30) days after receipt of a statement therefore, which statements will detail the reimbursement sought, the manner of it's calculations, and evidence of the payment of reimbursable costs. Any such claim for reimbursement, together with interest at the rate of seven percent (7%) per annum and actual costs including attorney fees incurred in efforts to collect such reimbursement, will be a secured right and lien therefore will attach to the lot and improvements thereon, owned by the defaulting lot owner. After written notice of all owners of record and all mortgagees of record of that lot, the party having paid such costs may foreclose the lien established hereby in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, provided such liens will be subject and subordinated to any prior mortgage of record with any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such prior mortgage taking title free and clear from any such the existing lien, but otherwise subordinated to the provisions hereof.

35. No delay or omission on the part of the Developer or the owners of other lots in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the restrictions. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the developer for or on account of a failure to bring any action on account of any breach of these restrictions, or for imposing restrictions which may be unenforceable.

36. Invalidation of any one of the restrictions by a court of competent jurisdiction will not affect any of the other restrictions which will remain in full force and effect. Developer may at its sole discretion, selectively modify any restriction without invalidating or disqualifying such restriction from future standing or enforcement.

37. These restrictions shall be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS THEREOF, the parties hereto attached, have executed this instrument this 20th day of June, 2024.

BUFFUM BUILDERS, L.L.C.

Norm Buffum, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

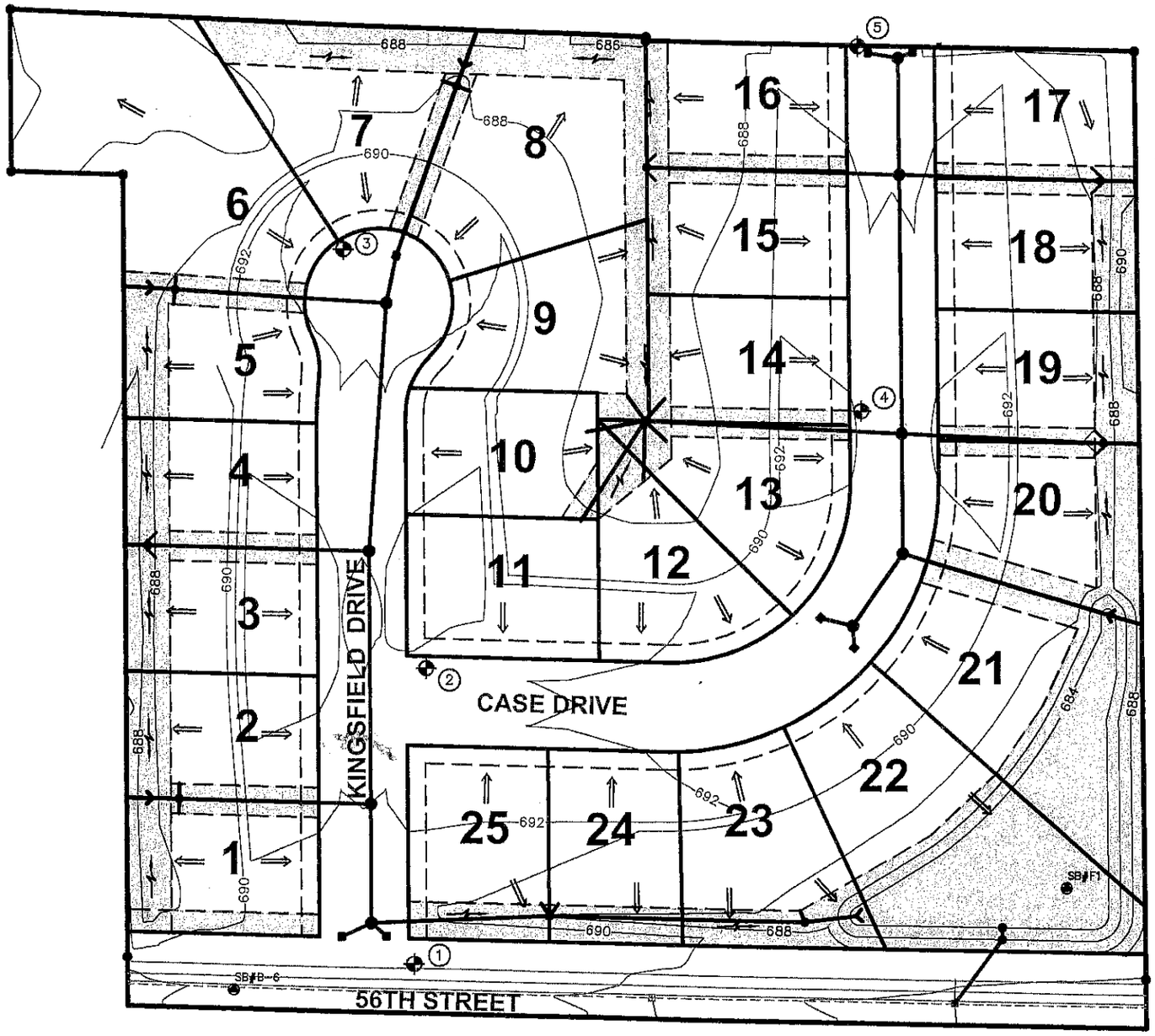
The foregoing instrument was acknowledged before me this 20th day of June, 2024, by Norm Buffum, member of Buffum Builders, L.L.C., a Michigan Limited Liability Company.

(SEAL)

Randal D. Feenstra
Notary Public, Kent County, Michigan
Acting in Kent County
My commission expires: 1-9-2026

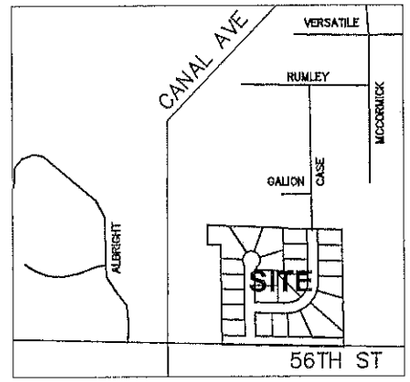
Drafted By:
Norm Buffum
144 44th Street SW
Grand Rapids MI 49548

EXHIBIT "A"
KINGSFIELD
BLOCK GRADING PLAN



MINIMUM BASEMENT OPENINGS

LOT#	ELEV.	LOT#	ELEV.
1	689.0	14	689.0
2	689.5	15	688.7
3	689.5	16	688.7
4	689.5	17	688.5
5	689.5	18	688.5
6	689.5	19	688.5
7	689.0	20	688.5
8	689.0	21	688.5
9	689.5	22	688.5
10	689.5	23	689.0
11	689.5	24	690.0
12	689.0	25	690.5
13	689.0		



LOCATION MAP

BENCHMARKS

	DESCRIPTION	ELEV.
①	FLANGE BOLT ON HYDRANT UNDER "E" IN "EJIW" ON NE CORNER OF KINGSFIELD DR. & 56TH ST.	692.63
②	FLANGE BOLT ON HYDRANT UNDER "M" IN "MADE" ON NE CORNER OF KINGSFIELD DR. & CASE DR.	694.61
③	FLANGE BOLT ON HYDRANT UNDER "M" IN "MADE" ON LOT LINE OF LOTS 6 & 7.	692.35
④	FLANGE BOLT ON HYDRANT UNDER "M" IN "MADE" ON LOT LINE OF LOTS 13 & 14.	693.21
⑤	FLANGE BOLT ON HYRDANT UNDER "M" IN "MADE" AT NE CORNER OF LOT 16.	689.25

⟹ DIRECTION OF YARD SLOPE

SWALE DRAIN

N

Scale: 1" = 100'

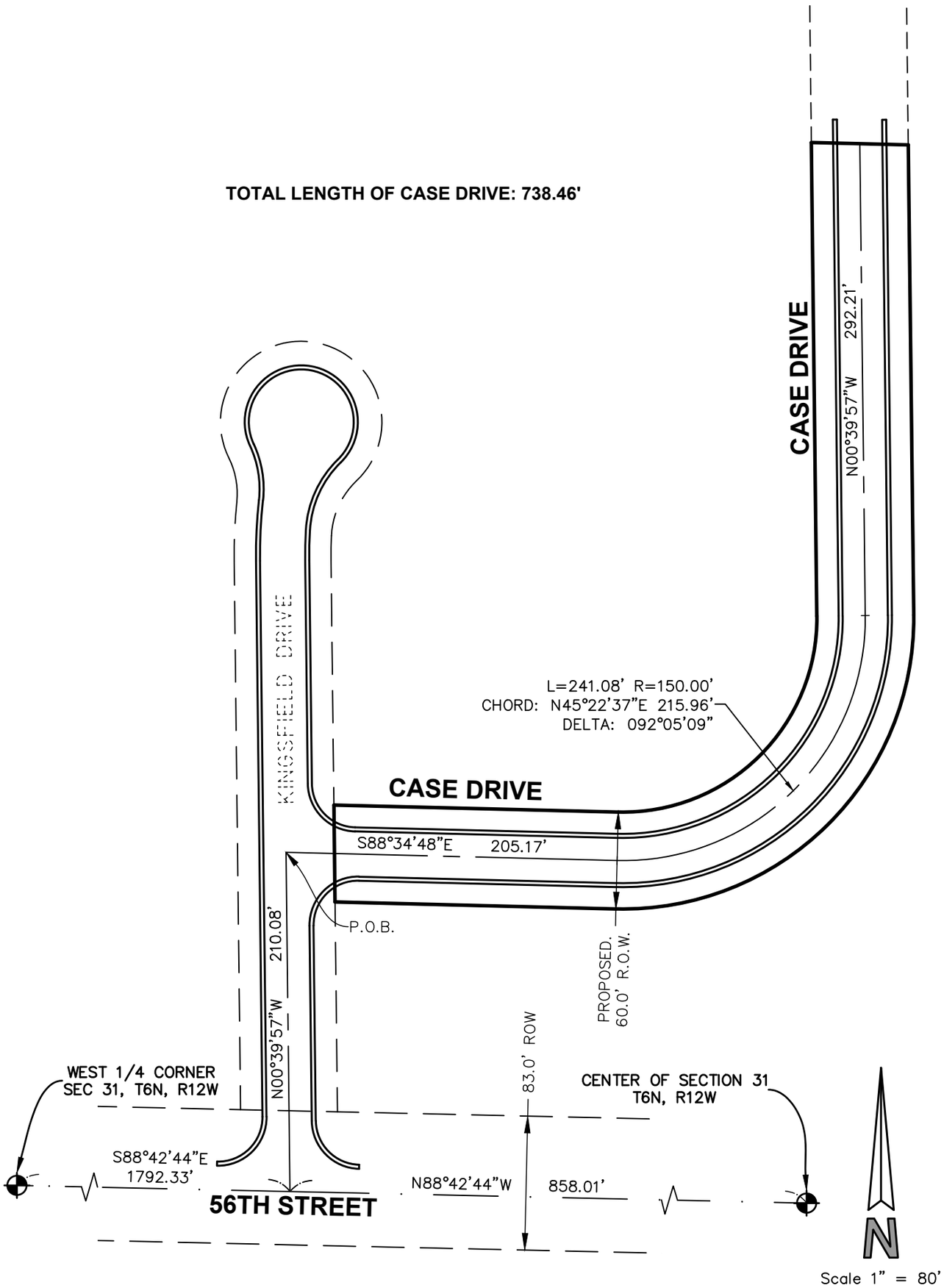
EASEMENTS TO THE CITY OF WYOMING

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

KINGSFIELD ESTATES

CENTERLINE DESCRIPTION OF CASE DRIVE

Part of the Northwest 1/4 of Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S88°42'44"E 1792.33 feet along the East–West 1/4 line of said Section; thence N00°39'57"W 210.08 feet to the Point of Beginning; thence S88°34'48"E 205.17 feet; thence Easterly and Northerly 241.08 feet along a 150.00 foot radius curve to the left, the chord of which bears N45°22'37"E 215.96 feet; thence N00°39'57"W 292.21 feet to the Point of Ending.

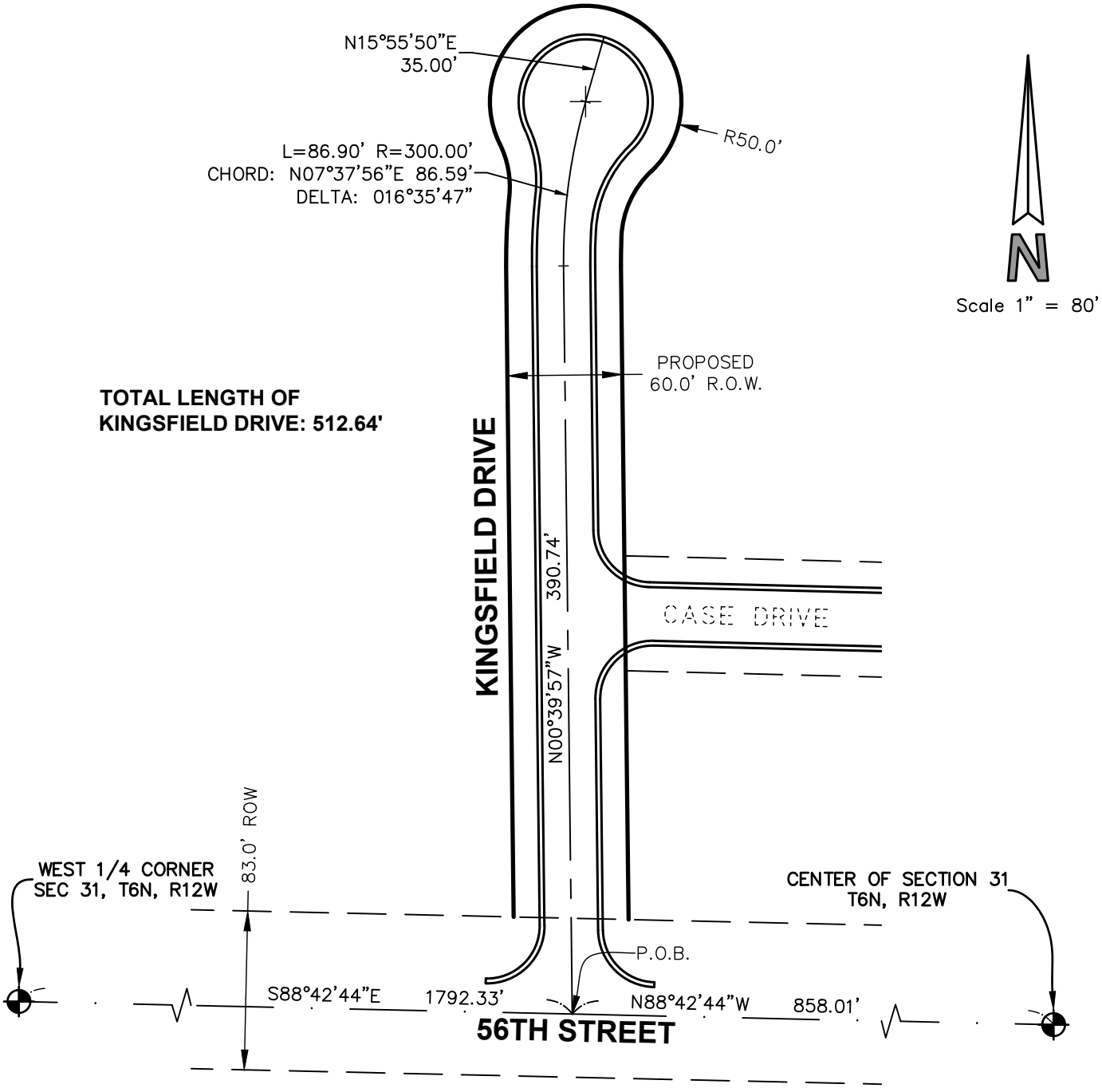


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KINGSFIELD ESTATES

CENTERLINE DESCRIPTION OF KINGSFIELD DRIVE

Part of the Northwest 1/4 of Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S88°42'44"E 1792.33 feet along the East–West 1/4 line of said Section to the Point of Beginning; thence N00°39'57"W 390.74 feet; thence Northerly 86.90 feet along a 300.00 foot radius curve to the right, the chord of which bears N07°37'56"E 86.59 feet; thence N15°55'50"E 35.00 feet to the Point of Ending.



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Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

August 29, 2024

Kingsfield Estates
Part of the NW 1/4, Section 31, T6N, R12W
City of Wyoming, Michigan

I hereby certify that all components of the stormwater management system on the drawings submitted by Feenstra & Associates, Inc. and approved by the Office of the Kent County Drain Commissioner and the City of Wyoming for Kingsfield Estates have been surveyed and found to have been constructed as designed and approved.

Except the detention pond in the back of lots 20-23 is holding water and modifications need to be made. This work is covered under the final plat bond.

Adam Feenstra

Adam Feenstra, PE
Registered Professional Engineer No. 6201067316

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

August 29, 2024

Kingsfield Estates
Part of the NW 1/4, Section 31, T6N, R12W
City of Wyoming, Michigan

I hereby certify that the floodways shown on the drawings submitted by Feenstra & Associates, Inc. and approved by the Office of the Kent County Drain Commissioner for Kingsfield Estates in the City of Wyoming have been surveyed and found to have been constructed as designed and approved.

Except the high points adjacent to the detention pond in the back of lots 23 and 20 are too high and need to be lowered. This work shall be completed with the corrective work on the detention basin which is covered under the final plat bond. These high points affect the MOE for lots 17-20 and lot 23.

Adam Feenstra, PE
Registered Professional Engineer No. 6201067316

10.7.2024
Community & Econ Dev

RESOLUTION NO. ____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A CONTRACT WITH SME TO ENSURE THE STRUCTURAL INTEGRITY OF 28TH STREET BRIDGE

WHEREAS:

1. The city center project includes construction of a bridge spanning 28th St SW which is a state trunkline, necessitating a permit issued by the Michigan Department of Transportation (MDOT),
2. The MDOT permit requires certain inspections to ensure the structural integrity of the bridge span and support structures.
3. Soils and Materials Engineers, Inc. (SME) submitted a proposal to provide services related to the structural integrity of the bridge span for $49,100.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The contract with SME is approved in forms provided as part of the agenda for this meeting subject to such changes as are approved by the City Manager and City Attorney, and the Mayor and the City Clerk are authorized and directed to sign it for the city.
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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachment:
Contract

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7285 | wyomingmi.gov

STAFF REPORT

Date: September 30, 2024

Subject: Contract with SME related to city center bridge

From: Nicole Hofert, Director of Community & Economic Development

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council adopt Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Contract with SME to Ensure the Structural Integrity of 28th Street Bridge.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 - Community
  - Goal 3 – Implement placemaking initiatives
    - Objective 1 – Complete city center public improvements

DISCUSSION:

The city center pedestrian/bicycling bridge over 28th Street SW required a permit issued by the Michigan Department of Transportation (MDOT) because 28th Street is a state trunkline (M-11). That permit includes requirements to ensure the structural integrity of the bridge span and support structures. Soil and Materials Engineers, Inc. d/b/a SME submitted a proposal to visit the factory producing the bridge spans to ensure compliance with the MDOT-approved specifications for $49,100. This work is needed to meet the MDOT permit requirements. This contract is recommended by Progressive AE, the firm that designed and is providing construction engineering services on this project.

BUDGET IMPACT

Adequate funds are available in the City Center Project Fund 496-901-90101-973.002.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER $8,500)
(NO RFP)

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: October 8, 2024.

Professional means: Soil and Materials Engineers, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
882 40th Street SE
[Professional's street address]
Grand Rapids, MI 49508
[Professional's city, state & zip]

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

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 warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. The SME General Conditions submitted with the proposal are intentionally omitted from this contract. Inapplicable City Standard Terms and Conditions are as follows:

None.

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 VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Soil and Materials Engineers, Inc.

By:_____
[Signature officer, director or principal of Professional]

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

Date signed: _____, 20__

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) ensure all persons are treated 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.*, speak 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 §13. 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 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 copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all 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 to list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must 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 records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 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.

11. 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.

12. 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.

13. 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 §13.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. 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, 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.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, 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. 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 engages 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 degree 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 available under the professional liability insurance provisions of this Contract.

C. 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 all 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 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 all 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.

15. 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; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage 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. Waver 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 shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
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.

16. 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).

EXHIBIT B
PROPOSAL

Docusign Envelope ID: D26F5BF2-1384-4C50-B25E-56EB5ED4C32D

SME

882 40th Street SE
Grand Rapids, MI 49508-2401

T (616) 406-1756

www.sme-usa.com

September 23, 2024

Nichole Hofert, AICP
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Via Email: Nicole.Hofert@wyomingmi.gov
CC: Moezer@weareprogressive.com

RE: Proposal for Structural Steel Fabrication Reviews
Pedestrian Bridge over 28th Street
City of Wyoming, Michigan
SME Proposal No. P03060.24
SME Project No. 097557.00

Dear Ms. Hofert:

SME is pleased to provide this proposal for fabrication quality assurance (QA) review services related to the City of Wyoming's Pathway over 28th Street Pedestrian Bridge Project.

We understand that this project includes one pedestrian bridge comprised of four span sections which will be fabricated by Contech Engineered Solutions in Alexandria, Minnesota. We also understand that you are requesting fabrication review services for the 133'-9" x 12'-7" section spanning 28th Street in accordance with the Michigan Department of Transportation (MDOT) Materials Quality Assurance Procedures (MQAP) Manual. We are familiar with MDOT standards and currently have several staff members providing QA services at multiple fabrication facilities for MDOT and other local agencies.

FABRICATION REVIEW SCOPE

Based on meetings and discussions with the project team, we are proposing to perform our reviews in general accordance with Section 2.3 – Bridge Steel Fabrication of the 2023 Structural Fabrication Quality Manual (SFQM) and a modified version of MDOT's QA Inspection and Test Plan (ITP) - Bridge Steel Fabrication Level I, dated 1/10/2024 (see attached). Our QA scope typically includes review of the paperwork for traceability and conformance to the project specifications, random spot checks of the materials and dimensions, providing oversight during welding and fabrication, nondestructive testing (NDT) observations and coating reviews. We typically perform our reviews after review and acceptance by Contech's Quality Control (QC) staff.

We contacted Contech and they estimated that the fabrication and coating process will take approximately five weeks. Our scope anticipates visiting the fabricator's facility twice over the course of production to review the bridge section at various stages of fabrication. We propose a two-week visit at the start of production activities. We intend for our staff to mobilize to the fabricator on a Monday, perform in-shop reviews Tuesday-Friday, stay over the weekend in Alexandria, perform in-shop reviews Monday-Thursday the following week, then demobilize on a Friday. Our second mobilization to Contech will be scheduled so our staff can witness nondestructive testing and the beginning stages of the coating process. This visit would occur over the course of one week.

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Our final review would be performed after the bridge structure is received at the project site. This visit would include performing random spot checks of the coating and overall condition post-shipping. After we receive and review the required documentation from the fabricator, we intend to stamp the elements and shippers "Approved for Use". Please note, our stamp does not relieve QC and the fabricator's responsibility of final acceptance.

Based on our understanding of the services outlined above, we will provide an American Welding Society (AWS) – Certified Welding Inspector (CWI) with experience in fabrication shop reviews.

SCHEDULE AND REPORTING

Once authorized to proceed, we can work with the fabricator to coordinate our reviews. Rejected materials, schedule changes requiring additional shifts or unanticipated weekend/holiday hours are not included in this proposal. If these situations arise or are requested, a change order will be submitted for approval prior to accruing the additional costs when possible.

During the project, we intend to complete weekly reports, and only notify you if non-conformances are identified, unless additional updates are requested. At the completion of the project, we intend to compile a document package as one pdf. The pdf will contain bookmarks so you can quickly find each of the applicable items listed in the SME "Project Folder Checklist" which is an adaptation of MDOT's 1942 form. This file is typically transmitted to you within seven days of final shipment or receipt of laboratory testing results.

ESTIMATED PROFESSIONAL FEES

Based on our understanding of the project scope and schedule, we propose the following budget:

Project Setup Fee ..... **$1,475 Lump Sum**
(Once per project: registration, safety documentation and closeout, modified ITP)

Pedestrian Bridge Fabrication Reviews .....**$46,200 Lump Sum**
(One two-week visit to the fabricator, one one-week visit to the fabricator, one project site visit, associated travel expenses, reporting, and project management)

As-Needed Laboratory Testing*

A325 High Strength Bolts (three tests estimated).....$475 each

Total Estimated Laboratory Testing..... **$1,425***

TOTAL ESTIMATED FABRICATION QA BUDGET.....**$49,100**

*Note: The number of bolts requiring testing is based on design and we do not have control over the design or any changes. Each size/lot of bolts must be tested per project therefore additional tests may be required and will result in additional charges.

This pricing is based on our previous experience with Contech. If the schedule is extended and additional visits are required/requested, travel/reviews must occur on the weekends, or additional laboratory tests are required, additional charges may occur. This pricing also assumes that you will accept the applicable AWS or MDOT welder certifications of the fabricator's staff, the applicable Weld Procedure Specifications (WPS), and Procedure Qualification Records (PQR). Testing of unqualified welders, WPS's, or PQR's are typically the responsibility of the local agency and would require additional fees.

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OPTIONAL SERVICES

Prefabrication meetings facilitate effective and timely communication between the Fabricator, QC, QA, and the Project Team. If you elect to add this service, we will plan to coordinate and facilitate the Microsoft Teams Meeting. Please notify us via email if you would like to add this service to our scope.

Prefabrication Meeting ..... $2,000 Lump Sum

AUTHORIZATION

This proposal is valid for 60 days from time of receipt. After that time, SME reserves the right to reevaluate pricing. The attached SME General Conditions will govern our services. If alternate terms are proposed, SME may adjust scope and pricing. Additional consulting services, attendance at meetings, or materials testing, which is not within the scope of services, can also be provided on a unit basis if requested. **Please review the enclosed General Conditions and return a signed copy for our record as authorization to proceed.**

CLIENT FEEDBACK

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

We look forward to teaming with you on this project. If you have questions concerning this proposal, please contact us.

Sincerely,

SME

PREPARED BY:

Abi Corbett, MBA
Associate Project Manager

REVIEWED BY:

Robert Blodgett, CWI, NACE CIP-1
Project Manager

Attachments: SME General Conditions
Modified Bridge Steel Level I ITP

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Docusign Envelope ID: D26F5BF2-1384-4C50-B25E-56EB5ED4C32D

This QA ITP supplements the inspection procedures of the SFQM and other supporting QA documents by tabulating the progression of QA inspections and tests required by MDOT Structural Fabrication Unit (SFU) as part of its acceptance of Level I bridge steel fabrication.

Level I bridge steel fabrication inspection, typically characterized by full time inspection frequency and sample size as indicated in the MDOT Work Assignment (WA), is considered standard shop inspection for fabricators of main load carrying bridge members and auxiliary members (listed below) expected to meet AWS D1.5 requirements (including fracture critical welding). When determined by the SFU, Level I inspection may be substituted for products typically covered by the MDOT QA ITP – Bridge Steel Level II when work is being performed by inexperienced fabricators, fabricators not maintaining a high level of quality, or based on other factors. Full time inspection is defined as eight hours of inspection per day (Monday through Friday) while fabrication is occurring regardless of the number of shifts per weekday or if weekend work is taking place. QAI must not arrive to the fabrication shop earlier than the day prior to the start of fabrication to begin prefabrication activities without SFU approval.

Contact SFU for approval prior to exceeding the above established limits if more inspection time is proposed based on the Fabricator's operations and the inspection requirements established in this ITP. QAIs are required onsite full-time, although some related activities may be performed without the QAI present. Some activities may occur while the QAI is offsite when it has been prearranged with the SFU and the Fabricator. Visits to Fabricator subcontractors and component manufacturers require SFU approval or direction via WA.

This ITP has been established for the following products:

1. Rolled beams
2. Plate girders
3. Substructure pile bent caps
4. Cross-frames, diaphragms, and connection plates as follows:
    a. End cross-frames and diaphragms
    b. Any cross-frames and diaphragms in horizontally curved bridges
5. Columns
6. Arch ribs
7. Tension ties
8. Truss members
9. Modular bridge expansion joints
10. Other as specified in the MDOT WA

All instances of required SFU approval noted in this document must be in writing from the MDOT PM.

1.1 QAI Activities (Inspection and Test Items)

QAI activities are listed in the table below along with their referenced requirements, activity codes, frequency, description, and output/record. Each activity is assigned a code to designate whether the activity is performed by the Fabricator and observed by the QAI or is performed by the QAI either solely or as an independent check of a QC inspection or test. The activity codes are defined in Section 1.2 below.

The term "Suitable intervals" when used in this ITP means the activity is required to occur at least once per project (or once per multiple projects going through the fabrication plant concurrently) with follow up duration and frequency determined by the QAI based on conditions such as QC inspection effectiveness and production workmanship provided the QAI works within the limits of their inspection hours.

Duration is the time spent observing an activity. Frequency is how often an observation is required and is expressed as elapsed time or quantity of work completed between observations. At the QAI's discretion, duration and frequency may differ between projects based on project complexity or Fabricator experience and may change during a project based on Fabricator performance provided the QAI works within the limits of their inspection hours.

Conformance of certain quality control and fabrication activities that occur without QAI presence must be substantiated by the QAI with direct proof or competent evidence. QC inspections are substantiated by reviewing quality documentation supplied by the QCI and follow-up review with the QCI. Fabrication activities are similarly substantiated by observing and reviewing progress with the QCI.

When used in the Description column the term "verify" is the action by the QAI to establish correspondence of observed facts or details with recorded facts and details. It implies a responsibility of the QAI to confirm completion and conformance of an action

or condition with expected requirements. For a Level I ITP it implies onsite QAI activity unless arrangements were made that satisfy the SFU.

1.2 Activity Codes

M = Monitor: QAI routinely observes the Fabricator's active quality control and fabrication activities at suitable intervals. The Fabricator's activities may be conducted without the QAI present to monitor, even if the QAI is onsite.

P = Perform: QAI is responsible for actual completion of the step. These activities include verification activities, inspections, tests, and review of quality control records for adequacy and completeness.

W = Witness: QAI must be present and observe the required activity performed by the Fabricator.

1.3 Hold Points

Some activities are identified as hold points. These are sensitive steps that require QAI notification by the Fabricator. Fabrication must not proceed past these points until the QAI is either satisfied of the outcome through direct testing or observation of testing, or the QAI grants a waiver or conditional release of the hold point based on situational evaluation. QAI satisfaction or waiver does not constitute product acceptance, which is the responsibility of the Fabricator.

The prefabrication meeting minute template initially establishes the minimum number of QAI hold points – see blue shaded rows below. The QAI may recommend or request modification or addition of hold points for the approval of the SFU, at the start of fabrication. An increase in hold points must be based on objective evidence. Rationale for additional hold point(s) must be discussed with the MDOT Structural Steel Specialist prior to notifying the Fabricator of the new requirements.

Ideally, the Fabricator must convey project schedules in writing to confirm when hold point inspections will occur and that the QAI is available for the hold point inspection as requested by the Fabricator. The QAI must reply to any written requests for hold point inspections. Other forms of communication are acceptable if documented (recording Fabricator notification to the QAI and QAI response) and agreed to at the prefabrication meeting.

1.4 Output/Records

Where the *Fabrication Inspection Report* (Form 5617) is listed in the Output/Record column, the QAI may substitute a Consultant form meeting the requirements of the SFQM. Where other MDOT forms are listed, it is implied they are only necessary when the associated activities are performed.

1.5 ITP Table

The ITP table starting on the next page is sufficient for most projects. However, adjustments are permitted to suit specific project needs. Any adjustments must conform to project requirements and must be made in writing and submitted to the SFU for approval. Once approved, it must be shared with the Fabricator prior to start of production, preferably before or during the prefabrication meeting. Adjustments to hold points must conform to Section 1.3 above.

QAI may request additional inspections or tests during the fabrication process due to established action/suspension limits being exceeded or in reaction to a loss of confidence in a process. Additional inspections, tests, or hold points will be conveyed in writing to the Fabricator and must result in minimal impact to project schedule. Written conveyance must identify the duration and acceptance criteria in addition to the same level of detail as in the below ITP table. SFU approval is required.

Custom ITPs developed by the Contractor or Consultant are also permitted but must address all inspection and test activities listed in the ITP Table.

Altering the conditions detailed in the above introduction and outline is not permitted without SFU approval.

First mobilization to the shop would be for two weeks to perform the duties and operations in the hold points noted below in the first mobilization. Travel on a Monday, Shop Tuesday - Friday, stay the weekend, shop Monday - Thursday and return on Friday.

Second mobilization to the shop would be for one week. Travel on a Monday, Shop Tuesday - Thursday. This mobilization would be for review of the final NDT, blasting operation, and witness the application of the primer coat.

Third mobilization would be to the project site at the time of delivery. We would intend to review the final coating system to include dry film thickness measurements and overall condition of the bridge units upon delivery.

Docusign Envelope ID: D26F5BF2-1384-4C50-B25E-56EB5ED4C32D

Inspection/Test Item	Referenced Requirement	QAI	Frequency	Description	Output / Record
Approved Shop Drawings	SFQM 1.9.1, SFQM 2.3.4.2.1	P	Initially and each revision	Visually confirm that shop drawings in use are approved. If Engineer permits Fabricator to proceed without approved drawings, notify Consultant PM and await instruction to proceed. If non-approved drawings are used for fabrication, compare approved drawings to unapproved drawings and note deviations during fabrication – notify Consultant PM of any discrepancy.	Fabrication Inspection Report (Form 5617)
Plant Qualification	AWS D1.5 Clause 1.4 Section 707.1.B MDOT SSC	P	Each project	Verify current AISC plant certification for the type of work performed as specified in the MDOT contract.	Fabrication Inspection Report (Form 5617)
Prefabrication Meeting	MDOT Prefabrication Meeting Minutes Template	P	Each project	Review project requirements with fabricator. Establish agreement with QC on source of acceptance criteria for each inspection and test activity. Consultant PM may waive meeting per MDOT CMFIP.	Fabrication Inspection Report (Form 5617)
Qualified Welders	SFQM 2.3.4.3.2	P	Each welder, prior to first weld	Verify welders are MDOT qualified and have appropriate fracture critical qualification if applicable, including tack welders, welders, and welding operators. Verify MDOT welder endorsement within the last 3 years. Verify welder continuity; no lapse more than six months since previous qualification test.	Fabrication Inspection Report (Form 5617)
Approved Welding Procedures	SFQM 2.3.4.3.3	P	Prior to first weld for each WPS; Suitable intervals afterward	Verify that WPSs and welding sequences are agreed to and understood by QAI, QC, and production. Verify all WPSs are approved and posted at each welding station.	Fabrication Inspection Report (Form 5617)
Qualified QC Inspectors	Section 707.03.D.11 MDOT SSC AWS D1.5 Clause 12	P	Each project	Review qualification records of the Fabricator's QC inspectors. Confirm valid and current certification for the designated CWI. Confirm qualifications meet fracture critical requirements as needed.	Fabrication Inspection Report (Form 5617)
NDT Personnel Qualification and Assignment	SFQM 2.3.4.6 Section 707.03.D.11 MDOT SSC	P	Each project	Verify NDT QCIs are ASNT Level II by reviewing certification records. Assure that all NDE is being scheduled by QCI. Verify all weld joints requiring NDT are addressed by the Fabricator's plan.	Fabrication Inspection Report (Form 5617)
NDT Procedures	Section 707.03.D.11.a MDOT SSC	P	Prior to each NDT method being used	Verify NDT procedures are agreed to and understood by QC and NDT Technician. Verify procedures will be available during NDT operations.	Fabrication Inspection Report (Form 5617)
Material Inventory (steel, bolts, paint, welding consumables)	Section 105.01.B MDOT SSC SFQM 2.3.4.2.3 & 2.3.4.3.1	P	During all material inventory, prior to first use of each material	Inspect materials that will be used in the fabrication process and ensure they are being stored correctly, tagged for traceability purposes, and are in conformance with the contract. Conduct sampling and verify testing is completed as required. Verify mill test reports match base metals. Send email to QC and Consultant PM when there are deficiencies. Release hold point.	Fabrication Inspection Report (Form 5617) Sample Identification (Form 1923) Email

Waive then perform when on site for first week of welding.

Docusign Envelope ID: D26F5BF2-1384-4C50-B25E-56EB5ED4C32D

Inspection/Test Item	Referenced Requirement	QAI	Frequency	Description	Output / Record
Operations - Facility and Equipment	SFQM 2.3.4.2.3 & 2.3.4.7.3	M	Suitable intervals	Observe the Fabricator's work area and equipment to verify it is adequate and maintained in a condition to yield products conforming to project requirements. Equipment includes cutting, welding, handling, forming, hole-making, surface preparation, coating, and inspection and testing as applicable.	Fabrication Inspection Report (Form 5617)
Base Metal Preparation	SFQM 2.3.4.3.1 & 2.3.4.3.4	M	Suitable intervals	Examine the steel and verify quality of fabrication, especially edge preparation, before fit-up. Verify that QC is maintaining heat number traceability back to piece mark in the structure. Verify cutting, forming, and hole making methods and quality. Verify cold bending per AAHSTO requirements, where allowed.	Fabrication Inspection Report (Form 5617)
Weld Joint Fit-up & Dimensional Control	SFQM 2.3.4.3.5	M	Suitable intervals	Verify root face, bevel angle, cleanliness, match marks, alignment of adjoined parts, uniformity, and size of root openings. Verify edges for internal discontinuities at weld joints. Verify critical measurements affecting field fit-up, directly or indirectly by observing QC.	Fabrication Inspection Report (Form 5617)
Fixturing and Fabrication Aids	SFQM 2.3.4.3.6	M	Suitable intervals	Check fixtures, clamping, and pre-cambering arrangements for adequacy. Ensure tack welds are small, smooth and of specified quality. Verify runoff tabs or extension plates are in place.	Fabrication Inspection Report (Form 5617)
Pre-Welding Final Review	SFQM 2.3.4.3	P to M	Prior to first weld of each joint type, process, and position; Suitable intervals afterward	Verify welder qualification, WPS qualification/pre-qualification, base metal preparation, as-fit joint details, and fixturing and fabrication aids are acceptable for production welding. Document release of hold point and transition to monitoring.	Fabrication Inspection Report (Form 5617)
WPS Compliance	SFQM 2.3.4.4	M	Suitable intervals	Verify that production welding is following the approved and stamped WPSs. Verify use of automatic SAW on required connections per Section 707.03.D.10.a. Verify that welding is conducted properly with respect to weather conditions (wind and precipitation). Verify proper preheat is used prior to welding.	Fabrication Inspection Report (Form 5617)
Electrode & Flux Storage	SFQM 2.3.4.4	M	Suitable intervals	Verify that electrodes and fluxes are properly stored. Verify controls are in place that ensure consumable exposure times are not exceeded.	Fabrication Inspection Report (Form 5617)
Welding Technique	SFQM 2.3.4.4	M	Suitable intervals	Verify that welder is using proper technique for the specified weld procedure and joint. Verify that arc strikes are not outside the weld joint. Verify root pass quality. Verify weld pass cleaning with proper equipment.	Fabrication Inspection Report (Form 5617)
Stress Relief Heat Treatment (PWHT), if applicable	Clause 6.4 and 12 of AWS D1.5	M	Suitable intervals	Verify adherence to PWHT procedures: order of finish machining, temperatures, heating rates, hold times, and cooldown rates.	Fabrication Inspection Report (Form 5617)

Perform in first mobilization.

MDOT QA ITP – Bridge Steel Level I

Inspection/Test Item	Referenced Requirement	QAI	Frequency	Description	Output / Record
Distortion Correction, Heat Curving/Cambering	SFQM 2.3.4.4.4	M	Suitable intervals	Report any unusual or excessive distortion during welding to QC. Verify heating or mechanical straightening procedures are approved by the Engineer and performed prior to NDT Verify temperature monitoring tools are being used for all heating operations.	Fabrication Inspection Report (Form 5617)
Camber/Curvature Measurement	SFQM 2.3.4.5.3 Section 707.03.D.8 of MDOT SSC	W	Each bridge member	Witness the fabricator's measurement of the camber/curvature before attaching cover plates and stiffeners.	Fabrication Inspection Report (Form 5617)
Surface Finish and Bearing Contact – Steel Bearings	Section 707.03.D.17	M	Suitable intervals	Verify surface finish and bearing contact of steel bearings	Fabrication Inspection Report (Form 5617)
Visual Weld Inspection Post QC	SFQM 2.3.4.5.1 Section 707.03.D.11 of MDOT SSC	P to M	First weld for each WPS; suitable intervals afterward	Spot check weld size, length, and proper location per the approved shop drawings. Verify welder identification on splices of main members. Verify visual appearance of weld for profile and surface discontinuities per AWS D1.5 after QC inspection. Document release of hold point/transition to monitoring. NOTE: Hold point should be waived if the Fabricator has an effective communication plan in place with the QAI on notification of upcoming NDT operations as established during the prefabrication meeting.	Fabrication Inspection Report (Form 5617)
Radiographic Testing (RT)	SFQM 2.3.4.6 & AWS D1.5	M	Each weld joint type; Suitable intervals afterward	Observe test technique and check interpretation of results. Verify final edges will be properly interpreted. Verify proper application of edge blocks. Verify each radiograph represents unique segments of or complete weld joints based on match marking the work with the film.	Fabrication Inspection Report (Form 5617)
Ultrasonic Testing (UT)	SFQM 2.3.4.6 & AWS D1.5	M	Each weld joint type; Suitable intervals afterward	Observe test technique and check interpretation of results. Verify calibration of equipment including horizontal and vertical linearity checks.	Fabrication Inspection Report (Form 5617)
Magnetic Particle Testing (MT)	SFQM 2.3.4.6 & AWS D1.5	M	Each weld joint type; Suitable intervals afterward	Observe test technique and check interpretation of results. Verify compliance with ASTM E709 including proper lighting levels.	Fabrication Inspection Report (Form 5617)
Liquid Penetrant Testing (PT)	SFQM 2.3.4.6 & AWS D1.5	M	Each weld joint type; Suitable intervals afterward	Observe test technique and check interpretation of results.	Fabrication Inspection Report (Form 5617)

Perform in first mobilization. There's typically only one WPS.

May perform virtually or have them re-perform when we are back on site.

May perform virtually or have them re-perform when we are back on site.

MDOT QA ITP – Bridge Steel Level I

Inspection/Test Item	Referenced Requirement	QAI	Frequency	Description	Output / Record
UT/RT Review – Flange, Web, & Other Component Splices	SFQM 2.3.4.6 Section 707.03.D.11.a of MDOT SSC	P	Prior to welding each assembled built-up member	Verify the locations of rejected weld, or rejected portions of the weld, are identified in the NDT reports and on the welded joint. Obtain copies and review QC interpretations of the NDT reports and bring disagreements with QC or NDT Technician to the attention of the Consultant PM. Release hold point after reviewing RT/UT reports for each groove welds of flanges and webs prior to assembly of built-up members.	Fabrication Inspection Report (Form 5617)
NDT Review	SFQM 2.3.4.6 Section 707.03.D.11.a of MDOT SSC	P	Each NDT report	Verify the locations of rejected weld, or rejected portions of the weld, are identified in the NDT reports and on the welded joint. Obtain copies and review QC interpretations of the NDT reports and bring disagreements with QC or NDT Technician to the attention of the Consultant PM.	Fabrication Inspection Report (Form 5617)
Approved Repairs	SFQM 2.3.4.6 Section 707.03.D.19	P	Each fracture critical repair; suitable intervals for all other repairs	Visually confirm use of approved repair procedures and materials. Monitor the excavation of defects and the use of MT inspection to verify no part of the defect remains. Verify that the Fabricator follows all approved weld repair plans. Review records kept by the QCI, daily.	Fabrication Inspection Report (Form 5617)
Hydrogen Diffusion Post-Heat (when needed)	Clause 12 of AWS D1.5	P	Each repair of fracture critical groove weld excavations	Verify provisions are in place and effective in limiting weld temperature cooldown below the required post-heat temperature before the required hold time.	Fabrication Inspection Report (Form 5617)
Shop Assembly of Field Connections/Splices	MDOT SSC Section 707.03.D.14	P	Each girder line, each assembly	Approve each assembly for camber, alignment, accuracy of holes, fit of milled joints, and field splice gaps. Review the fabricator's camber diagram. Release hold point.	Fabrication Inspection Report (Form 5617)
Pre-Blast Inspection	SFQM 2.3.4.7.4	M	Suitable intervals	Monitor the Fabricator's operations to ensure that grinding repairs, weld repairs, and other fabrication operations are complete before surface preparation begins. Ensure weld splatter removed prior to blast cleaning and coating. Observe drainage and venting provisions, member identification, and documented instructions to galvanizer (when applicable).	Fabrication Inspection Report (Form 5617)
Surface Preparation	SFQM 2.3.4.7.5 & 2.3.4.6	M	Suitable intervals	Observe surface preparation of steel members. Spot check surface preparation by evaluating steel cleanliness and surface profile. Perform visual testing inspection after blast-cleaning the base metal for weld surface defects, weld finish, and edge and hole finish requirements. Verify QC inspections meet project requirements for frequency.	Fabrication Inspection Report (Form 5617)
Environmental Conditions	SFQM 2.3.4.7.1	M	Suitable intervals	Monitor the Fabricator's methods of recording environmental conditions during surface preparation and coating operations. Review daily environmental reports to ensure that coating operations meet the contract requirements.	Fabrication Inspection Report (Form 5617)

Waive

MDOT QA ITP – Bridge Steel Level I

Inspection/Test Item	Referenced Requirement	QAI	Frequency	Description	Output / Record
Coating Material Preparation	SFQM 2.3.4.7.2	M	Suitable intervals	Observe the Fabricator preparing the coating material for application. Note the proper mixing, thinning, induction time, screening, and handling of the material. Verify that QC is documenting all batch numbers, color numbers and one-year expiration date for acceptance.	Fabrication Inspection Report (Form 5617)
HDG Surface Conditions (coating over galvanizing only)	SFQM 2.4.4.7.B.4 ASTM D6386 SSPC SP16	M	Suitable intervals	Observe Fabricator's smoothing, cleaning, and profiling of galvanized surfaces meets project requirements. Notify QC and Consultant PM of any deficiencies.	Fabrication Inspection Report (Form 5617)
Coating Application	SFQM 2.3.4.7.6	M	Suitable intervals	Observe application technique for the coating system being applied follows the manufacturer's recommended practices and project requirements.	Fabrication Inspection Report (Form 5617)
Post-Galvanizing Inspection (if applicable)	SFQM 2.4.4.7A	M	Suitable intervals	Observe completed inspection records from the galvanizer, maintenance of member identification, QC spot checks of coating integrity and visual appearance, and QC control of repairs.	Fabrication Inspection Report (Form 5617)
Coating Inspection	SFQM 2.3.4.7.7	P	Each main member and suitable intervals for secondary members	Conduct dry film and/or wet film thickness inspections of completed coats applied to the members. Note: SSPC PA 2 frequency is not required for QAI verification testing. Spot checks by the QAI are sufficient to verify QC conformance to SSPC PA2. Confirm proper cure time between coats. Confirm approved coating repair procedures are followed. Verify that QC test reports and required documents for surface preparation and coating application are in conformance with the specifications. Verify that all coated materials are properly handled and stored for shipping. Release hold point.	Fabrication Inspection Report (Form 5617)
Loading & Shipping – QAI Acceptance	SFQM 2.3.7	P	Each member, prior to shipping	Inspect structural members after loading for storage and handling defects. Verify no unauthorized or undocumented repairs. Verify receipt of required QC documentation. Stamp the accepted members and the copies of the Bill of Lading after loading inspection.	Fabrication Inspection Report (Form 5617) Fabricator Bill of Lading

Review surface prep before first coat, application of zinc primer during second mobilization, then overall coating at final ship review.

Perform on site review at time of delivery to project site.

10/07/24
Finance/LAJ

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 listed below as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Clean Water Plant Coating Project	Blastek Investments, LLC	$12,935.00
Clean Water Plant Men's Locker Room Renovation Project	Vander Kodde Construction	$214,950.00

2. The City Council authorizes $1,295.00 contingency for the Clean Water Plant coating project.
3. The City Council authorizes $20,000.00 contingency for the Clean Water Plant men's locker room renovation project.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingencies.
5. 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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: September 17, 2024

Subject: CWP Coating Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council award the Clean Water Plant G Building Coating Project to Blastek, LLC in the amount of $12,935.00 plus a 10% contingency for a total amount of $14,230.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Clean Water Plant G Building foundation level and exterior doors require painting due to the deterioration of existing coatings. Doors exposed to the elements and process piping are showing signs of corrosion. Painting is a simple yet effective method to preserve the building's functionality, durability, and appearance.

Therefore, a scope of work was developed, and the project was competitively bid with specifications made available via the City's website. Thirty-four registered bidders requested the project specifications, and on August 28, five coating contractors attended the project pre-bid meeting. On Tuesday, September 10, five bids were received, and their costs are summarized in the following tabulation.

Upon review of the bid documents received and a post-bid interview, Blastek, LLC was identified as the lowest bidder who met all the specification requirements. Blastek, LLC has successfully performed various industrial coating projects including those at wastewater treatment plants. Additionally, they provided twelve letters of recommendation in their bid submission. Based on their bid proposal and proven track record, it is recommended the City Council award the Clean Water Plant G Building Coating Project to Blastek, LLC.

TABULATION:

Bidder Name	Bid Amount
Blastek, LLC	$12,935.00
Major League Blasting, LLC	$21,450.00
River Town Painting and Construction, Inc.	$25,847.00
Fedewa, Inc.	$34,400.00
Dave Cole Coatings, LLC	$37,000.00

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-536-54300-930.

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: September 26, 2024

Subject: Clean Water Plant Men's Locker Room Renovation Project Bid Award

From: Jon Burke, CWP Superintendent

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City award the bid for the Clean Water Plant Men's Locker Room Renovation Project to the lowest bidder, Vander Kodde Construction, in an amount of $214,950.00; authorize the mayor and clerk to sign the associated contract; approve a project contingency of $20,000.00 (approximately 10% of the contract amount); authorize the city manager or designee to approve associated change orders within the contingency amount.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

Staff at the Clean Water Plant continue to update areas of the main building that was originally constructed in the 1960's. Over the past 10 years, improvements to the laboratory, laboratory office, main office, maintenance office, maintenance workshop, and operations control room have occurred. Most recently, an operations supervisor's office was added in the control room, a mother's room was added in an unused area of the building, and the women's locker room was renovated to meet ADA requirements. The men's locker room is the last area of the building that needs to be updated.

On May 20, 2024, the City contracted The Architectural Group (TAG), to complete architectural and design work for the renovations to the men's locker room. That work was completed over the summer and the project was put out for competitive bid on August 22nd. A pre-bid meeting was held on September 4th, which was well attended by a dozen companies. Bids were opened by the Clerk's Office on September 17th, with five companies responding. After review of the bids by TAG and city staff, both recommend awarding the bid to the lowest bidder, Vander Kodde Construction, in the amount of $214,950.00. Vander Kodde has also done the recent work at the Clean Water Plant as well as additional facilities improvements around the City. Because this work will occur in an area of the Clean Water Plant where staff do not have good historical construction document information, it is likely that unforeseen issues will occur.

Therefore, a contingency amount of $20,000.00 (approximately 10% of the contract amount) is also recommended, bringing the maximum project cost to $234,950.00.





The improvements will update the locker room to meet current ADA requirements and will also address laundry drain line issues.

In addition to Vander Kodde Construction contract, there will be a need for temporary shower and restroom facilities during the construction. These costs are anticipated to be approximately $15,000 to $20,000 but will not be confirmed until this contract is awarded, and a final construction schedule is drafted. When this is known, staff will obtain final pricing for these temporary facilities and request approval from the City Council.

TABULATION:

Vander Kodde Construction	$214,950.00
JKB & Associates, Inc.	$245,050.00
SmartComm, LLC	$252,564.63
McGraw Construction Inc.	$300,029.00
Dave Bultsma and Associates	$363,400.00

BUDGET IMPACT:

This project was anticipated, and adequate funding is available in the FY25 annual budget, capital outlay account 590-536-54400-986.444.

CITY OF WYOMING

CLEAN WATER PLANT G BUILDING COATING PROJECT 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: Blastek Investments, LLC
[Name of contracting entity]

A MI LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]

PO Box 443
[Contractor's street address]

Middleville MI 49333
[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: Sept 11, 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:

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 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: Blastek LLC

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

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

Date signed: Sept 11, 2024

City of Wyoming
Clean Water Plant
Men's Locker Room Renovations
2350 Ivanrest Ave.
Grandville, MI 49418

September 5, 2024

Attachments: Contractor's Sign-in List, M1.1, M1.2

ADDENDUM NO. 1

AD1.1 NOTICE

This Addendum No. 1 to the drawings and specifications for the above captioned project supersedes all contrary and/or conflicting information on said drawings and specifications which are hereby amended in certain particulars, as follows:

AD1.2 GENERAL

1. Prevailing Wages	Davis-Bacon prevailing wage requirements do not apply to this project.
2. Contractor Sign-in	Attached is the Contractor's sign-in list from the Project Walk-thru on September 4, 2024.

AD1.3 ARCHITECTURAL

1. Drawing A1.1 (not re-issued)	Provide (2) openings at each existing interior and exterior wall penetration for new dryer vent ductwork.

AD1.4 MECHANICAL/PLUMBING

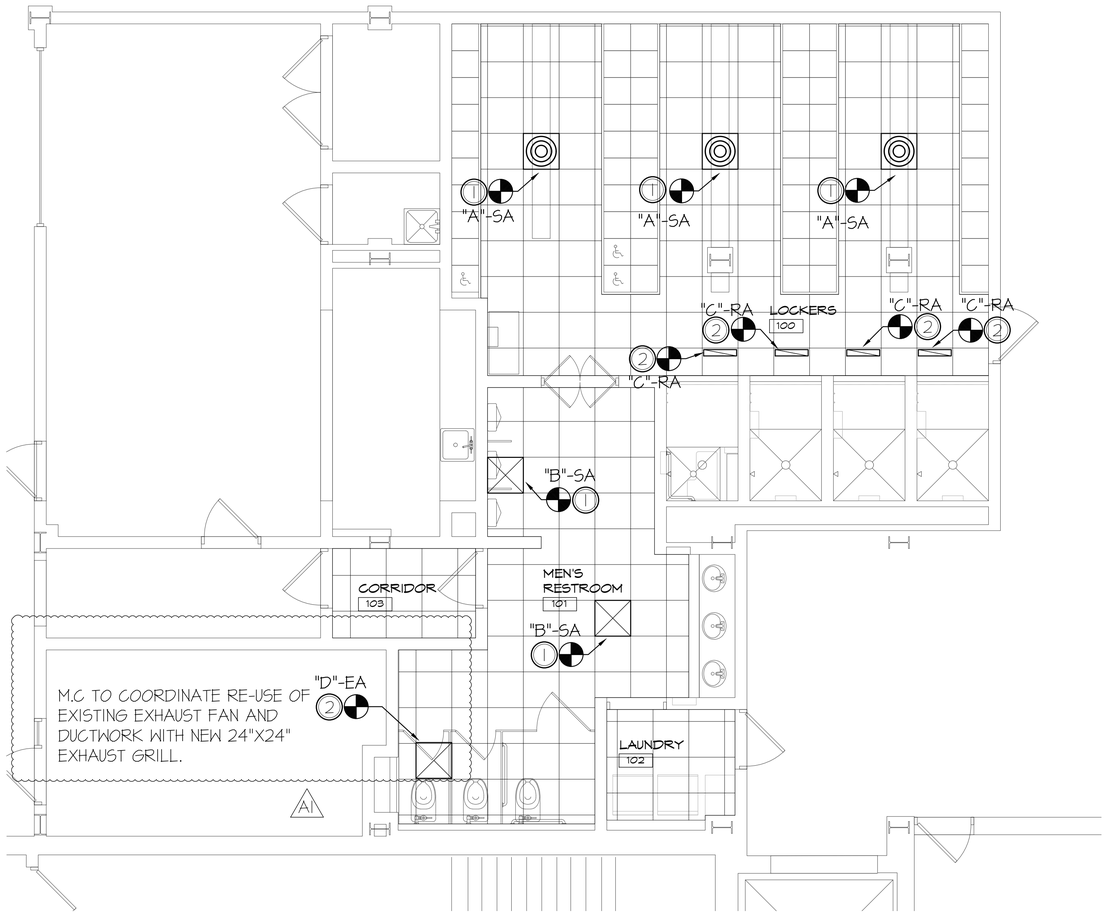
1. Drawing M1.2 (re-issued)	Added gas piping size for new dryers. Both dryers will need to connect to this gas line.
2. Drawing M1.2 (re-issued), M2.1 (not re-issued)	Added inline fan and second run of ductwork for separate dryer vent system.

3. Drawing MD1.1 (not re-issued), M1.1, M1.2 (re-issued)	Added note to re-use existing exhaust fan in Men's Toilet Room and install new grille for exhaust fan.

Distribution:	Owner:	Jon Burke, City of Wyoming Clean Water Plant
	Mechanical Engineer	Gage Radaz, Rhoades Engineering
	Electrical Engineer	Chad Trnka, Rhoades Engineering
	Architect:	Jay Miedema, The Architectural Group

City of Wyoming
Clean Water Plant
Locker Room Renovations
Contractor Sign-In
9.4.2024

NAME	COMPANY	EMAIL
Mark Menzel	Specialized Demolition Inc.	mark@specializeddemolition.com
Dan Gelock	Sommerdyke Plumbing	dan@sommerdyke.com
John Hruska	O-A-K	johnh@oakmi.com
Jack Jolman	Vander Kodde Construction	jack@vanderkoddeconstruction.com
Rob Miedema	Heyboer & Bolt Inc.	rob@h-binc.com
Heather Dietrichson	McGraw Construction	heatherd@mcgrawconstruction.com
Ryan Pitsch	X-treme Demolition	ryanp@xtremedemolition.com
Jon Keppel	VP&L Heating and Cooling	jon@my-vpl.com
Mitch Duba	Bultsma Construction	mitch.bultsma@gmail.com
Tia Brooks-Wannemacher	Freedom Construction	tia@freedomconstructionandconsulting.com
Sam Brown	JKB Construction Inc.	sam@jkbcorp.com
David Dijkstra	Kleyn Electric	david@kleynelectric.com
Michael Apostle	Journey CG	MichaelA@journeycg.com
Jason DeFouw	Journey CG	Bids@journeycg.com



NORTH

MECHANICAL FLOOR PLAN

0 1/2" 1" 2"

MECHANICAL PLAN NOTES

1. CONNECT NEW SUPPLY DIFFUSER TO EXISTING DUCTWORK FROM DEMOLISHED DIFFUSER. M.C TO VERIFY EXISTING CFM REQUIREMENTS AND MATCH BALANCING OF NEW DIFFUSER.
2. CONNECT NEW RETURN GRILL TO EXISTING DUCTWORK FROM DEMOLISHED GRILL. M.C TO VERIFY EXISTING CFM REQUIREMENTS AND MATCH BALANCING OF NEW DIFFUSER.

MECHANICAL GENERAL NOTES

1. ALL ELBOWS WITH TURNING VANES SHALL BE AERO DYNE HIGH EFFICIENT TURNING VANES.
2. UNLESS OTHERWISE NOTED, SUPPLY, RETURN AND EXHAUST DUCT SHALL BE THE SAME SIZE AS THE NECK SIZE OF THE GRILLE OR DIFFUSER.
3. ALL WORK SHOWN ON THIS PLAN TO BE COORDINATED WITH ALL OTHER TRADES PRIOR TO FABRICATION AND INSTALLATION.
4. ALL DUCT DIMENSIONS ARE INSIDE DIMENSIONS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF DUCTING SYSTEMS. THIS CONTRACTOR SHALL INSTALL DUCTING SO AS TO NOT INTERFERE WITH THE REMOVAL AND/OR SERVICING OF SYSTEMS.
6. ALL SUPPLY, RETURN AND EXHAUST DUCT ELBOWS SHALL BE SMOOTH RADIUS ELBOWS WITH THE INSIDE RADIUS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. ALL 90° MITERED ELBOWS SHALL HAVE TURNING VANES.

Rhoades Engineering
Consulting Engineers
Mechanical• Electrical
www.rhoadesengineering.com
4801 Henry St.
Muskegon, MI 49441
T 231•798•4328
F 231•798•2981
1751 Barlow St.
Traverse City, MI 49686
T 231•947•1707
F 231•947•1710
REC # 5176

The Architectural Group Inc.
3100 Prairie SW Grandville MI 49418
616.531.7040 TheArchitecturalGroup.com

Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
8.22.24	Bids & Constr.
09.05.24	Addendum #1

File No. 2024-24

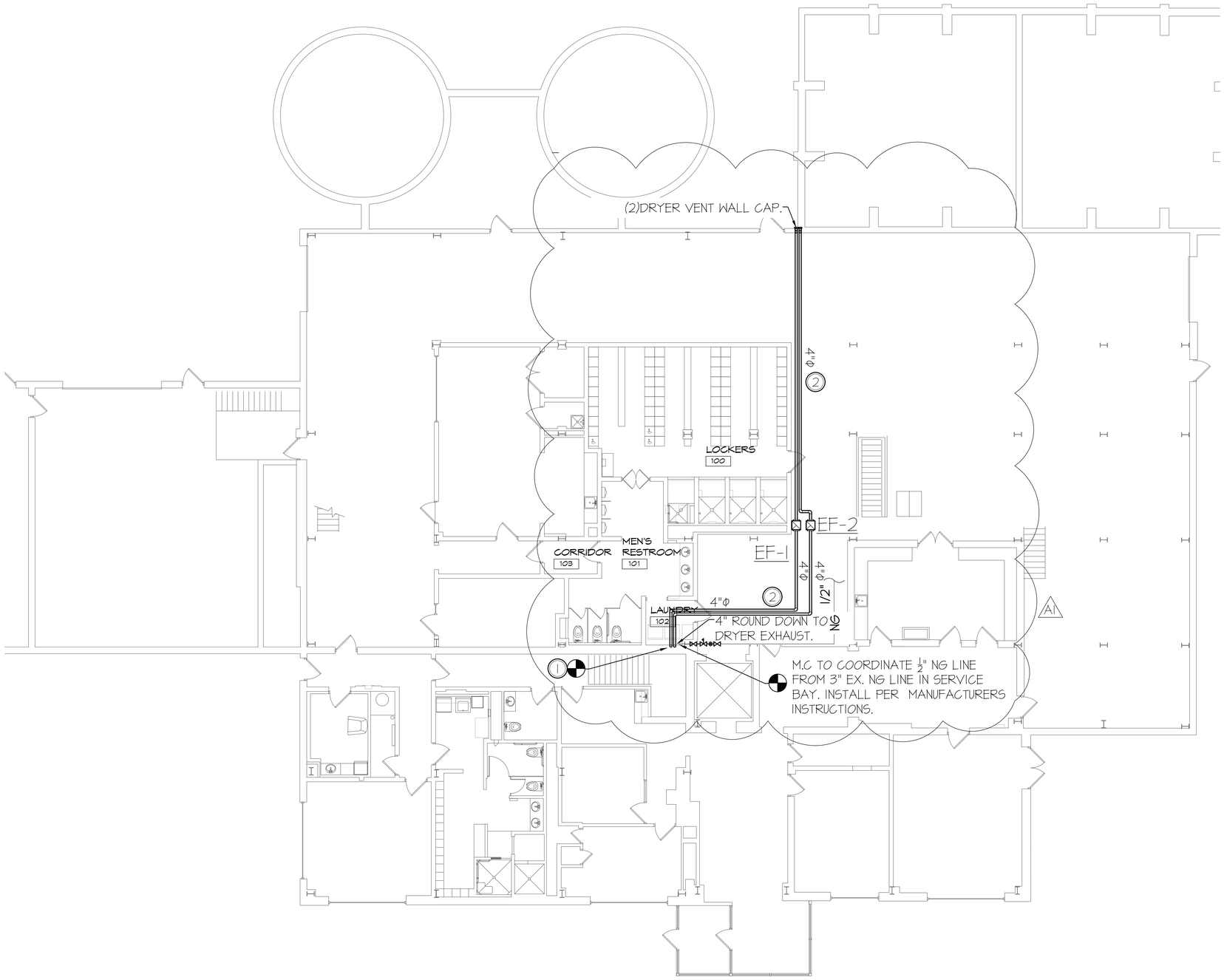
Drawing -

M1.1

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Rhoades Engineering
Consulting Engineers
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REC # 5176



NORTH

MECHANICAL DRYER EXHAUST PLAN

0 1/2" 1" 2"

MECHANICAL PLAN NOTES

1. CONNECT NEW 4" ROUND EXHAUST DUCT WORK TO NEW DRYER EXHAUST. RUN EXHAUST IN CEILING AND DOWN WALL FOR ROUTING. M.C TO FOLLOW MANUFACTURERS INSTRUCTIONS FOR INSTALLATION.
2. M.C TO COORDINATE WITH EXISTING SYSTEMS AND CONDITIONS ON ROUTING NEW 4" ROUND EXHAUST DUCTWORK AS HIGH AS POSSIBLE.

MECHANICAL GENERAL NOTES

1. ALL ELBOWS WITH TURNING VANES SHALL BE AERO DYNE HIGH EFFICIENT TURNING VANES.
2. UNLESS OTHERWISE NOTED, SUPPLY, RETURN AND EXHAUST DUCT SHALL BE THE SAME SIZE AS THE NECK SIZE OF THE GRILLE OR DIFFUSER.
3. ALL WORK SHOWN ON THIS PLAN TO BE COORDINATED WITH ALL OTHER TRADES PRIOR TO FABRICATION AND INSTALLATION.
4. ALL DUCT DIMENSIONS ARE INSIDE DIMENSIONS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF DUCTING SYSTEMS. THIS CONTRACTOR SHALL INSTALL DUCTING SO AS TO NOT INTERFERE WITH THE REMOVAL AND/OR SERVICING OF SYSTEMS.
6. ALL SUPPLY, RETURN AND EXHAUST DUCT ELBOWS SHALL BE SMOOTH RADIUS ELBOWS WITH THE INSIDE RADIUS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. ALL 90° MITERED ELBOWS SHALL HAVE TURNING VANES.

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Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG
Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
8.22.24	Bids & Constr.
09.05.24	Addendum #1

File No. 2024-24

Drawing -

M1.2

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REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan (**City**) is requesting bids/proposals for the items, services, or project generally referred to as:

Clean Water Plant Men's Locker Room Renovations

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time:	**Tuesday, September 17, 2024, 11:00 a.m., local time**
Place:	**Wyoming City Clerk's Office** **Wyoming City Hall** **1155 28th Street SW** **Wyoming, MI 49509-0905**

If using United States Post Office for delivery, add PO Box 905 to the mailing address above.

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Clean Water Plant Men's Locker Room Renovations."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting will be held, and attendance is not required but strongly encouraged.

The pre-bid meeting will be held, it will be:

Date and time: Wednesday, September 4, 2024, 10:00 a.m., local time

Place: Wyoming Clean Water Plant
2350 Ivanrest Street SW
Wyoming, MI 49418

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Jon.Burke@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to changes or addenda issued. All changes and addenda will become part of the specifications and all bidders/proponents will be bound by issued changes and addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission.

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.

2. Reviewing the plans and specifications to determine if Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
    A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
    B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g*., corporation, partnership, limited liability company, limited partnership, or other business form.
    C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
    A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
    A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
    B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
    C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
    D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
    E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.

F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.

G. Bid prices for equipment, goods or other items must include all delivery charges.

10. If required by the specifications, include:

    A. The manufacturer and/or model number(s) of specified equipment.

    B. The warranties or guarantees provided for any work, equipment, and other items.

    C. The number of calendar days required for delivery of any equipment, goods, or other items.

11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.

13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.

14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.

15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

    A. The name(s) of the proponent's client(s) or customer(s),

    B. A description of the work performed,

    C. A description of the overall project,

    D. The date(s) the proponent performed the work, and

    E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.

17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

City reserves the rights to do any or all of the following:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.

5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from any design professional engaged by City (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. City is not obligated to follow and may deviate from this typical process as deemed in City's best interests.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience, expertise, and reputation, (ii) previous City experience with the proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractors, consultants, and personnel, and (v) other factors may be as or more important to the award of a bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent attests it complies with and promises it will comply with these Terms and Conditions, except to the extent the proponent's bid/proposal identifies any contract term(s) the proponent is unable to meet or the proponent wishes to see modified and for which it proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. Legal Compliance. Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective 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 and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid/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 state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of 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 some or all of the 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 2024 (it may be updated), that is General Decision Number MI20240088 dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1. It is updated annually.

        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 love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully 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 and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, 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 Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing 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 of its subcontractors 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 all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, 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.*, they speak 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 with them.

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 its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor 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 influence 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 any person, other than its employees and consultants, 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 contract and specifications. 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 the contract. Unless other provisions apply, City will pay the undisputed amount 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 plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

    A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.

    B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.

    C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.

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

    E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

    F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the 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 bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.

G. Unless the specifications or proposal expressly state 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 retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

11. Restoration. Unless the plans and specifications state 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, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. 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.

    A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

    B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

    C. On construction projects state sales taxes are applicable on materials only.

14. 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.

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

    A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.

    B. This contract will be binding on Contractor's successors and permitted assigns.

    C. No other individuals or entities are intended to be beneficiaries of this contract.

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

17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting 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 reasonable 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 any 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 the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.

E. In addition to any other remedies to which any 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. Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.

2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- Contract
- Bid Proposal on City's Form - without any additions or changes
- Technical Bid Specifications
- Instructions to Bidders
- General Bid Information
- Drawings
- City of Wyoming Standard Specifications for Construction\Prequalification Documents https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications.

3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. 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.

B. The captions are for reference and will not affect the interpretation of these terms and conditions.

C. The contract is made in Kent County, Michigan.

D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. 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 any 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.

   C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

   D. Unless otherwise provided in the specifications, 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 the following 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. 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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured 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	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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes Waver 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). 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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Coverage is required if the amount stated below is more than $0. Amount required $0.	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 $0.	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. 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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No__x___ 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. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.

C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.

D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.

E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

   A. A bid bond is not required for this project.

   B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond.

   A. Payment bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

   A. Performance bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

1. Scope of Work

The Wyoming Clean Water Plant – Men's Locker Room Renovations involves the update to finishes and minor layout revisions of a 1900 square foot Men's Locker Room, including the men's restroom, laundry and shower areas on the first floor. All spaces involve minor demolition, rework of interior layouts as indicated on the drawings as well as new finishes. Work associated with modifying the existing plumbing, mechanical, electrical, and fire protection systems shall be included in the bid.

2. Progress Schedule and Completion Date

Following the award of the Contract by City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to City for approval.

Start date:	Identified by Contractor. City of Wyoming is ready for work to begin immediately.
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
	Saturday, 7:30 a.m. – 5:00 p.m.
No work on:	SUNDAYS OR CITY HOLIDAYS
Completion date:	Identified by Contractor on Project Schedule.

3. Safety

The Contractor shall provide to City of Wyoming a description of the Safety program they will have implemented for the duration of the project. The Safety Program shall comply, at a minimum, with MI-OSHA requirements. The Safety Program shall provide measures for worker safety, building occupant safety and general public safety in the project area.

4. Acceptance and Payment

Summary:

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's construction schedule, submittal schedule, and list of sub-contracts.

Schedule of Values:

Coordination: Coordinate preparation of the schedule of values with preparation of the Contractor's construction schedule.

Submit the schedule of values to the Architect at the earliest possible date but at least 7 days before the date scheduled for submittal of the initial Applications for Payment.

Application for Payment:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.

Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

Application Preparation: Complete every entry on the form. Include execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.

Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Construction Lien Waivers: With each Application for Payment, submit waivers of liens from Sub-Contractors, Sub-subcontractors, and Suppliers for the construction period covered by the previous application.

Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

Waiver Accounting: With each application for payment provide an itemized spreadsheet showing waiver amounts totaling previous month distributions.

Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

- List of Subcontractors
- Sworn Statement
- Schedule of Values
- Contractor's Construction Schedule (preliminary if not final)
- Certificates of insurance and insurance policies
- Performance and payment bonds. (if required)

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

Administrative actions and submittals that shall precede or coincide with this application include:

- Occupancy permits and similar approvals
- Warranties (guarantees) and maintenance agreements
- Test/adjust/balance records
- Maintenance instructions
- Change over information related to Owner’s occupancy, use, operation, and maintenance
- Final cleaning
- General Contractor punch list

Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

- Completion of Project closeout requirements
- Completion of items specified for completion after Substantial Completion

- Ensure that unsettled claims will be settled
- Ensure that incomplete Work is not accepted and will be completed without undue delay
- Transmittal of required Project Construction Records to the Owner
- Proof that taxes, fees, and similar obligations were paid
- Removal of temporary facilities and services
- Removal of surplus materials, rubbish, and similar elements
- Proof that final punch list items are completed.

5. Subcontractors

Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. City reserves the right to approve or disapprove of all or any subcontractors and consultants.

6. Warranties

For general work related to the project, the contractor shall warranty the work for 1 year from the date of issuance of the Certificate of Occupancy. It shall be understood that the warranty for specific products shall be for the duration specified within the Construction Documents and Specifications.

7. Discrepancies in Plans and Specifications

Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.

In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

Contract/Purchase Order

Bid Proposal on the City's Form - without any additions or changes

Technical Bid Specifications

Instructions to Bidders

General Bid Information

City Contract Standard Terms and Conditions

Drawings

2005 City of Wyoming Standard Specifications for Construction

Prequalification Documents

Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

September 17, 2024

City of Wyoming

Bid for Clean Water Plant

We are pleased to present all requested documents for the bid for the City of Wyoming Clean Water Plant.

These items include:

Cover letter
List of Subcontractors,
Construction Schedule
Qualifications
List of references
Signed bid form

441 44TH ST SW GRAND RAPIDS, MI 49548 616.538.7470 fax 616.538.9290

BID/PROPOSAL FORM

Bid/Proposal for Clean Water Plant Men's Locker Room Renovations

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☐	☒

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?	☐	☒

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☒
Minority Owned Company?	☐	☒

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

VANDER KOOP CONSTRUCTION

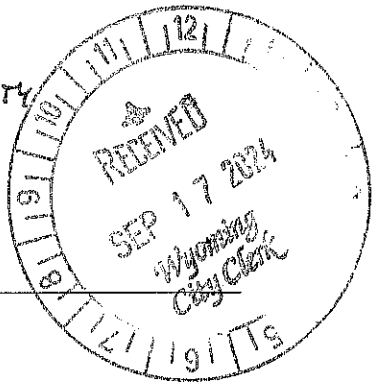
BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. $ 214,950.00

TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED FIFTY

Reminder: All warranties must be included with bid/proposal



VANDER KODDE CONSTRUCTION
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Tim VanderKodde V-P
[Printed name and title of person signing]

JACK JACKMAN - PROJECT MANAGER
[Printed name and title of 2nd person signing]

Date signed: 9/16/2024

441 44TH ST SW
[Proponent's street address]

616-538-7470
[Proponent's business phone]

GRAND RAPIDS, MICH. 49548
[City] [State] [Zip]

616-780-4860
[Cell phone number(s) of person(s) signing for proponent]

jack@vanderkoddeconstruction.com
[Email address(s) of person(s) signing for proponent]

CORPORATION
[Proponent's form of business – *e.g.* partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

September 17, 2024

City of Wyoming

Clean Water Plant Men's Locker Room Renovations

SUB-CONTRACTOR LIST

DEMOLITION – XTREME DEMOLITION

LPDA – SCHEPERS BROTHERS

CASEWORK – FLAIRWOOD INDUSTRIES

PLUMBING – SOMMERDYKE PLUMBING

ELECTRICAL – KLEYN ELECTRIC

HVAC – VANDER PLOEG AND LANNING

PAINTING – ECKHOF AND DE VRIES

FLOORING – CUSTER FLOORING

JOINT SEALANTS – SLAGER RESTORATIONS

TOILET PARTITIONS – J.A. SCOTT

TOILET ACCESSORIES – J.A. SCOTT

DOORS/FRAMES/HARDWARE – AUTOMATIC EQUIPMENT

MIRROR – GRAND VALLEY GLASS

Submitted by,

Jack Jolman / VANDER KODDE CONSTRUCTION
Cell: 616.780.4860 / jack@vanderkoddeconstruction.com

City of Wyoming

CONSTRUCTION SCHEDULE

We estimate the project to take 90 - 120 days to complete based on no unforeseen long lead items. Per bid documents, a detailed schedule will be provided once project is awarded.

September 17, 2024

City of Wyoming

Clean Water Plant Men's Locker Room Renovations

QUALIFICATIONS

1. Additional skimming of floor once tile is removed is included in Base Bid. If unforeseen conditions are found after tile is removed, additional charges will apply
2. Repair, bondo of existing doors/frames for after new hardware is installed not included in base bid
3. Fire protection not included
4. Fire alarm not included

Submitted by,

Jack Jolman / VANDER KODDE CONSTRUCTION
Cell: 616.780.4860 / jack@vanderkoddeconstruction.com

City of Wyoming

REFERENCES

Owen Ames Kimball Co.
300 Ionia Avenue NW
Grand Rapids, MI 49503
Phone: 616.456.1521

Tri-Unity Christian Schools
5353 Wilson SW
Grandville, MI 49418
Phone: 616.534.8827

Kent County Road Commission
1500 Scribner NW
Grand Rapids, MI 49504
Phone: 616.242.6900

Ervine Auto
4311 Stafford Avenue SW
Wyoming, MI 49548
Phone: 616.532.6000

City of Wyoming Clean Water Plant
2350 Ivanrest SW
Grandville, MI 49418
Phone: 616-534-5772

CITY OF
WYOMING

CLEAN WATER PLANT MEN'S LOCKER ROOM RENOVATIONS PROJECT 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: VANDER KODDE CONSTRUCTION
[Name of contracting entity]
A CORPORATION
[State and type of entity, e.g. corporation, limited liability company, etc.]
4411 44TH ST SW
[Contractor's street address]
GRAND RAPIDS, MICHIGAN 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: SEPT 30, 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: Vander Kodde Construction

By: _____
[Signature officer, director, or principal of Contractor]
Tim VanderKodde V-P
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 9-30-24, 2024

Locker Room Renovations for:

City of Wyoming Clean Water Plant

2350 Ivanrest Ave SW, Grandville MI

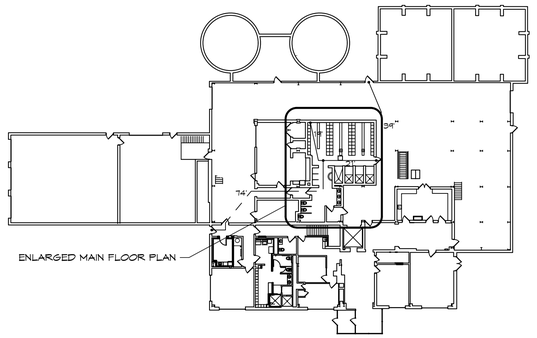
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A1.2	Reflected Ceiling Plan
A2.1	Room Schedule Cabinet Sections
A2.2	Interior Elevations
A3.1	Specifications
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E1.2	Revised Power Plan Revised Lighting Plan
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E3.1	Electrical Specification

Project Information

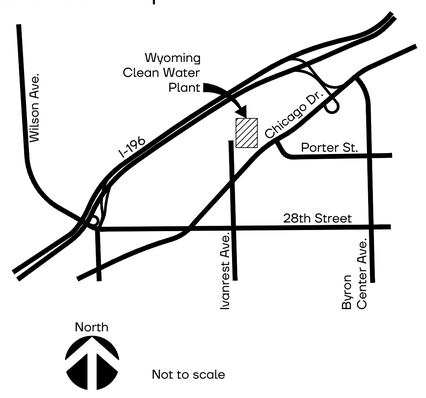
Rehabilitation Code:	2015 Michigan Rehabilitation Code for Existing Buildings
Building Code:	2015 Michigan Building Code
Plumbing Code:	2021 Michigan Plumbing Code
Mechanical Code:	2021 Michigan Mechanical Code
Electrical Code:	2023 National Electrical Code
Use Group:	B-Business / S-1 Storage / F-1 Factory
Type of Construction:	IIB
Alteration Level:	2
Sprinkling:	None
Fire Alarm:	None
Occupant Load:	Unchanged
Common Path of Egress Travel:	Unchanged (75' Max.)
Exit Access Travel Distance:	Unchanged (200' Max.)
Interior Finishes:	Corridors- Class B, Rooms- Class C

Building Areas	
First Floor	20,984 sf
First Floor Renovated Area	1,900 sf
Second Floor	13,231 sf
Second Floor Renovated Area	0 sf
Third Floor	8,819 sf
Third Floor Renovated Area	0 sf



OVERALL MAIN FLOOR PLAN

Location Map



Not to scale

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3100 Prairie SW Grandville MI 49418
616.531.7040 TheArchitecturalGroup.com

Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
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Drawing

T1.1

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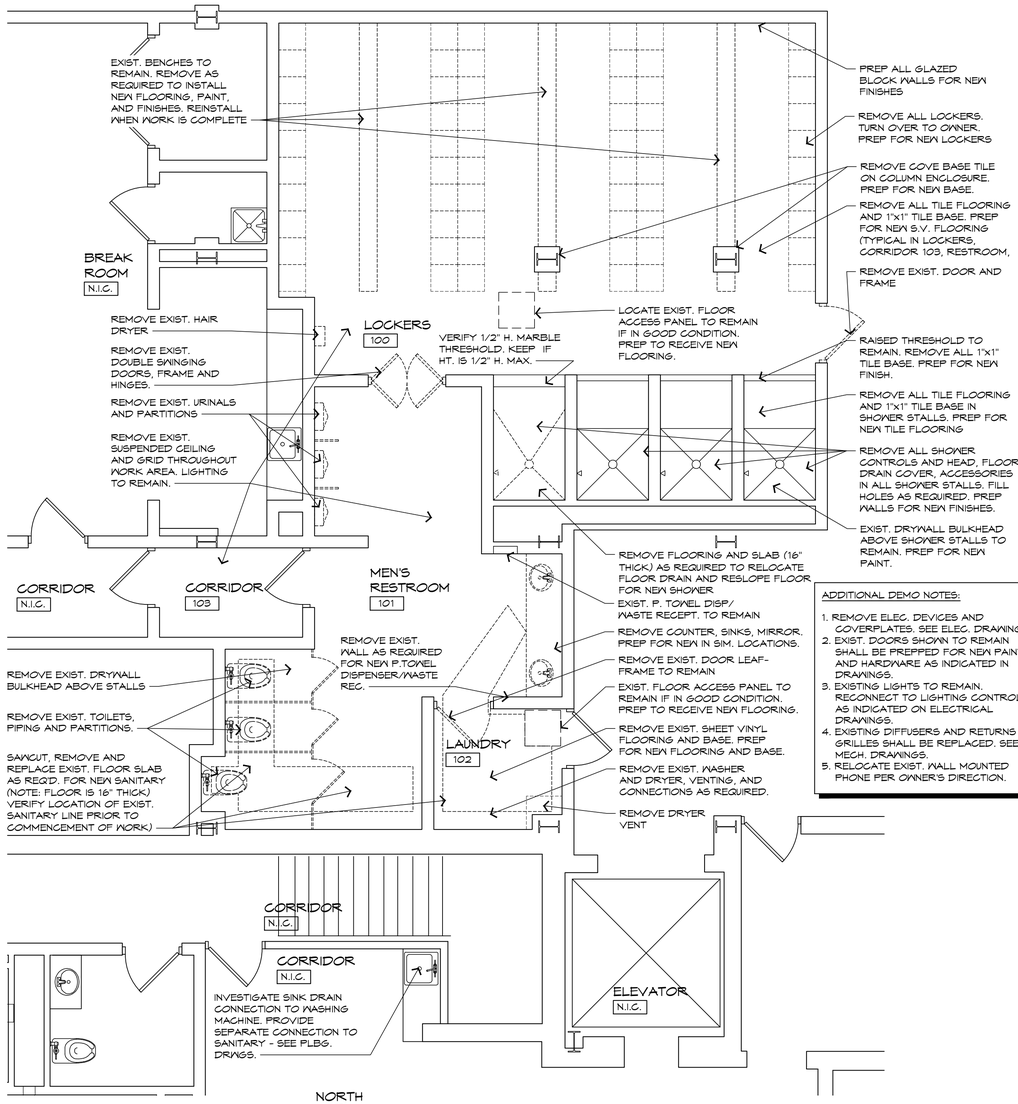
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DEMOLITION NOTES:

1. THE ARCHITECTS HAVE ATTEMPTED TO INDICATE ALL AREAS REQUIRING DEMOLITION TO THE BEST OF THEIR ABILITIES. THE CONTRACTOR SHALL BE REQUIRED TO ACHIEVE COMPLETION OF THE PROJECT AS INDICATED ON THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR SPECIFIC CONSTRUCTION METHODS AND SAFETY.
2. THE CONTRACTOR SHALL VERIFY THAT ALL WALLS INDICATED TO BE REMOVED ARE 'NON-LOAD BEARING' PRIOR TO DEMOLITION. CONTACT ARCHITECT IMMEDIATELY IF ANY OF SAID WALLS ARE DISCOVERED TO BE 'LOAD BEARING'. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL SHORING NECESSARY TO ENSURE THE INTEGRITY OF EXISTING ADJACENT ASSEMBLIES.
3. COORDINATE PLUMBING, MECHANICAL, AND ELECTRICAL WORK ITEMS WITH TRADE CONTRACTORS.
4. ALL DOORS SCHEDULED TO BE REMOVED SHALL BE STOCKPILED AND SAFEGUARDED FROM DAMAGE FOR REUSE IN NEW WORK.
5. WALL SURFACES TO RECEIVE NEW FINISHES ARE TO BE CLEANED AND PREPPED FOR NEW WORK. SEE DEMOLITION PLAN FOR INDICATION OF EXISTING FINISHES. FIELD VERIFY.
6. PROTECT ALL EXISTING FINISHES TO REMAIN.
7. SALVAGE ALL OWNER EQUIPMENT AND FURNITURE UNLESS INSTRUCTED OTHERWISE. SALVAGE DOOR HARDWARE BEING REMOVED FOR OWNER. EXISTING LOCKERS SHALL BE TURNED OVER TO OWNER.
10. THE CONTRACTOR SHALL COORDINATE DEMOLITION WORK WITH THE OWNER/TENANT TO ENSURE THAT IMPACTS ON THE BALANCE OF THE BUILDING ARE HELD TO A MINIMUM.

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS. DIMENSIONS OF INTERIOR WALLS ARE NOMINAL SHOWN FROM FINISHED FACE TO FINISHED FACE UNLESS OTHERWISE NOTED.
2. PROVIDE BLOCKING IN WALLS FOR SUPPORT OF SHELVES, GRAB BARS, CABINETRY, AND OTHER EQUIPMENT AS REQUIRED.
3. PROVIDE BLOCKING FOR SUSPENDED CEILINGS, SOFFITS, AND BULKHEADS.
4. EXTEND ALL WALLS 6" ABOVE SUSPENDED CEILING OR TO BOTTOM OF DRYWALL CEILING.
5. BARRIER FREE ACCESSIBILITY TO BE PROVIDED ON ALL CONTROLS, OPERATING MECHANISMS AND HARDWARE INTENDED FOR OPERATION BY THE OCCUPANTS IN THE RENOVATED AREA INCLUDING SWITCHES THAT CONTROL LIGHTING, VENTILATION, AND ELECTRICAL CONVENIENCE OUTLETS. (ANSI/ICC A-117.1, SECTION 309).
6. FLOORING CONTRACTOR SHALL FIELD VERIFY CONDITION OF EXISTING FLOOR AND TILE DURING BIDDING. ALL FLOOR REPAIR AND LEVELING IS PART OF THE FLOORING CONTRACTOR'S BID AS RELATED TO FLOORING AREA NECESSITATING WORK UNDER THIS CONTRACT.
7. ALL REUSED MATERIALS AND EQUIPMENT TO BE REFURBISHED TO "LIKE NEW" CONDITION.
8. PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL ALONG WALLS.
9. PROVIDE 5/8" TILE BACKER BOARD- GLASS MAT DRYWALL, CEMENT BOARD OR SCHLUTER KERDI-BOARD AT ALL WALLS TO RECEIVE CERAMIC TILE.
10. ALL WORK TO MEET APPLICABLE CODES AND ADA (AMERICANS WITH DISABILITIES ACT) LAW.
11. DRYWALL JOINTS ABOVE SUSPENDED CEILINGS SHALL BE TAPED OR FIRE CAULKED.



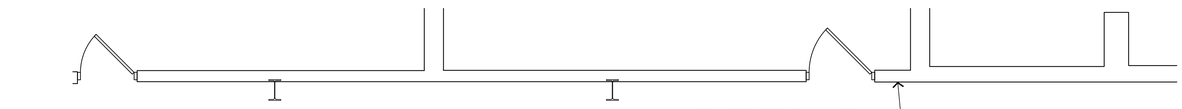
ADDITIONAL DEMO NOTES:

1. REMOVE ELEC. DEVICES AND COVERPLATES. SEE ELEC. DRAWINGS.
2. EXIST. DOORS SHOWN TO REMAIN SHALL BE PREPPED FOR NEW PAINT AND HARDWARE AS INDICATED IN DRAWINGS.
3. EXISTING LIGHTS TO REMAIN. RECONNECT TO LIGHTING CONTROLS AS INDICATED ON ELECTRICAL DRAWINGS.
4. EXISTING DIFFUSERS AND RETURNS GRILLES SHALL BE REPLACED. SEE MECH. DRAWINGS.
5. RELOCATE EXIST. WALL MOUNTED PHONE PER OWNER'S DIRECTION.

NORTH

DEMOLITION PLAN

0 2' 4' 6'

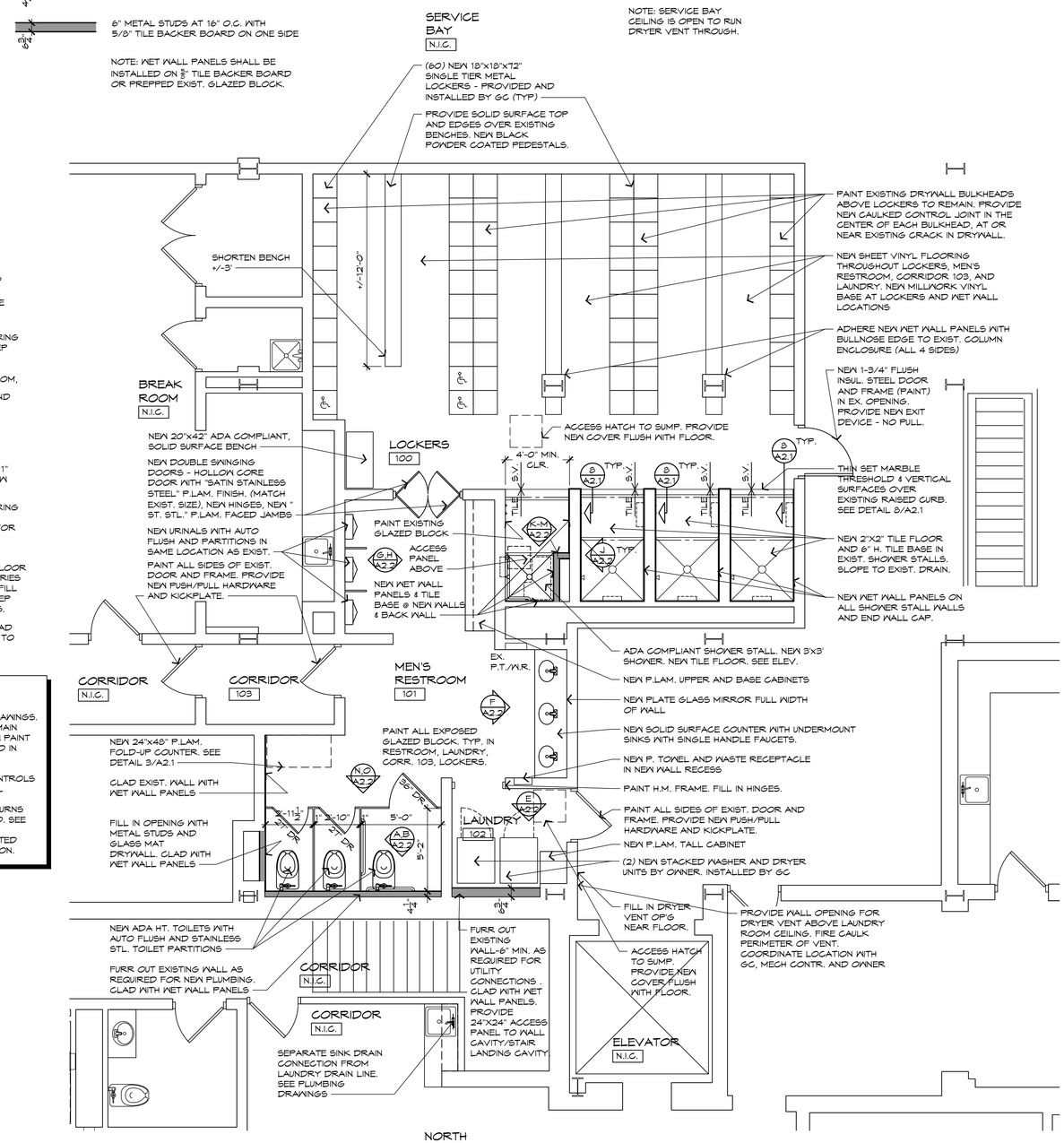


WALL LEGEND

TYPE	DESCRIPTION
4 1/4"	3-5/8" METAL STUDS AT 16" O.C. WITH 5/8" TILE BACKER BOARD ON ONE SIDE
6 3/4"	6" METAL STUDS AT 16" O.C. WITH 5/8" TILE BACKER BOARD ON ONE SIDE

NOTE: WET WALL PANELS SHALL BE INSTALLED ON 5/8" TILE BACKER BOARD OR PREPPED EXIST. GLAZED BLOCK.

NOTE: SERVICE BAY CEILING IS OPEN TO RUN DRYER VENT THROUGH.



NORTH

FLOOR PLAN

0 2' 4' 6'

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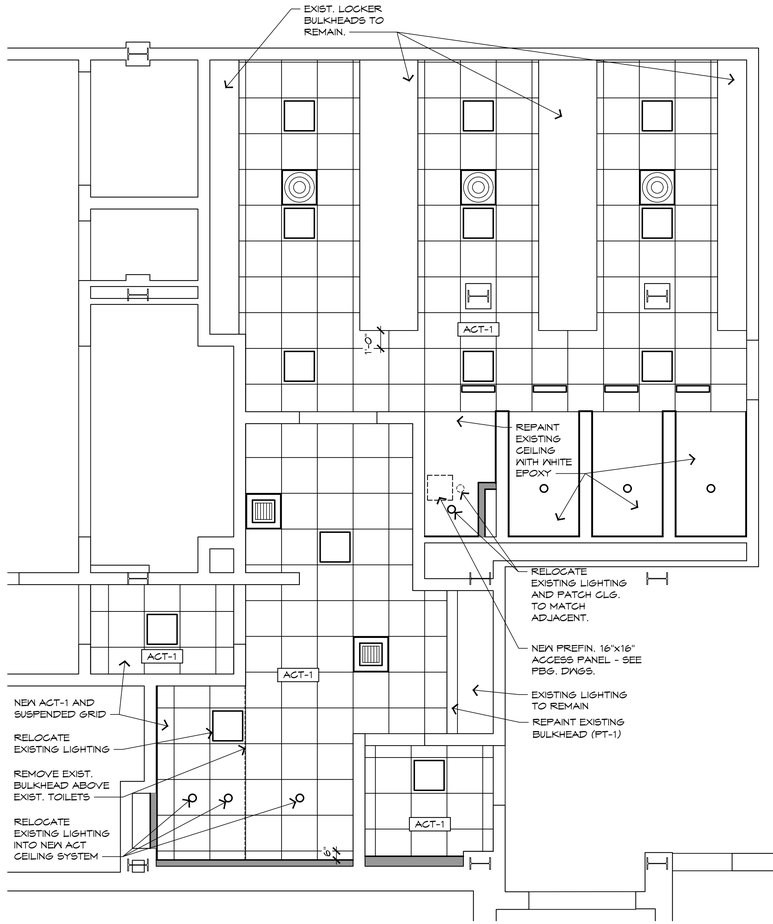
Drawing

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NORTH

REFLECTED CEILING PLAN

0 2' 4' 8'

REFLECTED CEILING PLAN NOTES:

1. CEILING HEIGHTS ARE TO BE COORDINATED WITH ALL ASSOCIATED BUILDING TRADES (MECHANICAL, PLUMBING, ETC.). CONTACT ARCHITECT IMMEDIATELY IF INDICATED HEIGHT CANNOT BE ACHIEVED.
2. TRADE CONTRACTORS SHALL CENTER ALL CEILING MOUNTED ITEMS WITHIN THE ASSOCIATED CEILING TILE AS SHOWN.
3. EXISTING LIGHTING TO REMAIN. REPOSITION FIXTURES AS SHOWN ON ELECTRICAL DRAWINGS.
4. DIFFUSERS & RETURNS ARE TO BE REPLACED. SEE MECHANICAL DRAWINGS.
5. PAINT ALL BULKHEADS PT-1 U.N.O.

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ROOM FINISH SCHEDULE

ROOM NO	ROOM NAME	FLOOR			WALLS		CEILINGS			REMARKS
		MAT	FINISH	BASE	MAT	FINISH	MAT	FINISH	HEIGHT	
100	LOCKERS	CONC.*	S.V. / HT-1***	EXIST. / M.B.**/ HT-2***	EXIST./ DN	PAINT/ WWP	SG/ EXIST. DN ***	ACT-1/ EPOXY PAINT***	EXIST	*PATCH EXIST. CONC. SLAB TO MATCH EXIST. **AT EXIST. 1X1 TILE BASE LOCATIONS ONLY-SEE NOTES BELOW. ***AT SHOWER STALLS
101	MEN'S RESTROOM	CONC.*	S.V.	EXIST. / M.B.**	EXIST./ DN	PAINT/ WWP	SG	ACT-1	EXIST	*PATCH EXIST. CONC. SLAB TO MATCH EXIST. **AT NEW WALLS ONLY. EXIST. COVED, GLAZED BLOCK TO REMAIN. SEE NOTES BELOW.
102	LAUNDRY	CONC.*	S.V.	M.B.	EXIST./ DN	PAINT/ WWP	SG	ACT-1	EXIST	*PATCH EXIST. CONC. SLAB TO MATCH EXIST.
103	CORRIDOR	EXIST. CONC.	S.V.	EXIST.	EXIST.	PAINT	SG	ACT-1	EXIST	

MATERIALS AND FINISHES

NOTE: SUBSTITUTIONS ARE ALLOWED WITH ARCHITECT'S APPROVAL

FLOORS:

BASE:
- MB — JOHNSONITE MILLWORK VINYL WALL BASE "MANDALAY" COLOR 32 "PEBBLE". SIZES VARY - SEE DRAWINGS.
- HT-2 — CAESAR "LINK" PORCELAIN TILE, COLOR: "BOLT" 6"x12" COVE BASE
- GROUT: TEC POWERGROUT, COLOR: TO BE DETERMINED.

HARD TILE:
- HT-1 — CAESAR "LINK" PORCELAIN TILE, COLOR: "BOLT" 2"x2" MOSAIC (SHOWER STALLS).
- GROUT: TEC POWERGROUT, COLOR: TO BE DETERMINED.

SHEET VINYL:
- SV-1 — TARKETT IQ OPTIMA SHEET VINYL #8471 "SLATE" 6'-0" WIDE W/ WELDED SEAMS.

WALLS:

TILE BACKER:
- TB — USG DUROCK 5/8" CEMENT BOARD, GEORGIA PACIFIC 5/8" DENS-SHIELD TILE BACKER BOARD OR 5/8" SCHLUTER KERDI-BOARD. PROVIDE A CONTROL JOINT BETWEEN TILE BACKER AND ADJACENT GYPSUM PANELS.

WET WALL PANELS:
- WWP — WILSONART WET WALL PRO COLLECTION. "STACCATO" WT004 - CONFIRM WITH OWNER PRIOR TO ORDERING. SUPPLIER: LUMBERMEN'S. SEE PLAN FOR LOCATIONS.

PAINT:
- PT-1 — PITTSBURGH PAINT PPG COLOR 1010.2 "FOG" (WALLS)
- PT-2 — PITTSBURGH PAINT PPG COLOR 1009.5 "PHOENIX FOSSIL" (DOORS & FRAMES)

CEILINGS:

SUSPENDED GRID:
- SG-1 — USG DONN DX/DXL 15/16" GRID

ACOUSTICAL CEILING TILE:
- ACT-1 — USG FROST 2x2x3/4" #414 (SHADOWLINE BEVEL)

PAINT:
- PT-4 — PITTSBURGH PAINT PPG COLOR "CEILING WHITE" (CEILING). EPOXY PAINT AT SHOWERS.

SURFACES:

PLASTIC LAMINATE:
- PL-1 (CABINETS): WILSONART 8231K-78 (VALLEY FORGE ELM), RIDGEWOOD TEXTURE
- PL-2 (FOLD-UP TABLE): WILSONART D381-60 " FASHION GREY"

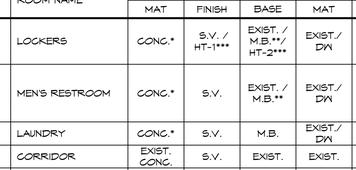
SOLID SURFACE (COUNTERS AND BENCHES):
- SS-1 — WILSONART 9203CE "DUSK ICE"

NOTES:
1. PORCELAIN TILE AVAILABLE THROUGH KATHLEEN BLACK AT VIRGINIA TILE.
2. PROVIDE SCHLUTER TRIM AT EXPOSED EDGES

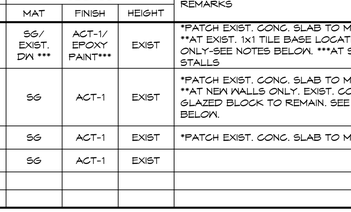
NOTES:
1. DO NOT PAINT PREFINISHED SURFACES INCLUDING NEW TILE SURFACES.
2. PATCH & MATCH EXISTING DRYWALL AND/OR PLASTER AS REQUIRED.
3. PAINT EXISTING EXPOSED GLAZED BLOCK
4. PAINT ALL EXISTING EXPOSED CONSTRUCTION TO REMAIN.
5. PROVIDE 3% EXTRA STOCK OF ALL FINISH MATERIALS, MINIMUM (1) BOX.
6. CONFIRM ELECTRICAL DEVICE COLORS (SWITCHES, OUTLETS, COVER PLATES, ETC.) WITH OWNER.
7. EXPOSED FACES OF BULKHEADS SHALL BE PAINTED.
8. MILLWORK VINYL BASE SHALL BE PROVIDED AT WET WALL LOCATIONS OUTSIDE OF SHOWER STALLS.
9. NOTE: THE EXISTING GLAZED BLOCK HAS INTEGRAL COVE BASE. NEW BASE IS NOT NEEDED AT GLAZED BLOCK LOCATIONS UNLESS NOTED OTHERWISE.
10. ALL HOLLOW METAL DOORS AND FRAMES TO BE PAINTED ON ALL SIDES.
11. AT BOTH DOORS IN CORRIDOR #103 AND LAUNDRY #102 DOOR, PROVIDE NEW SATIN STAINLESS STEEL PUSH/PULL PLATES AND KICKPLATES (SIMILAR TO EXIST).
12. AT LOCKER ROOM DOOR TO SERVICE BAY, PROVIDE NEW EXIT DEVICE. NO PULL.
13. EXISTING CLOSERS AND HINGES TO REMAIN.
14. ALL EXISTING 1"x1" TILE BASE SHALL BE REMOVED.
15. ALL EXISTING VINYL BASE SHALL BE REMOVED.
16. PROVIDE 1/2" MAX. HIGH MARBLE THRESHOLDS AT CHANGE OF FLOORING. MATCH WIDTH OF DOOR OR WALL OPENING.

ABBREVIATIONS:
- EXIST. OR EX.: EXISTING
- ETR: EXISTING TO REMAIN
- CONC.: CONCRETE
- DN: DRYWALL / GYPSUM BOARD
- VB: VINYL BASE
- CPT: CARPET
- PT: PAINT
- HT: HARD TILE
- ACT: ACOUSTICAL CEILING TILE
- SG: SUSPENDED CEILING GRID
- MB: MILLWORK VINYL BASE
- WWP: WET WALL PANEL

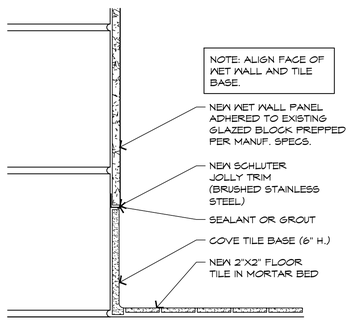
TYPICAL INTERIOR NOTES:
1. NO SEAMS IN PLASTIC LAMINATE OR SOLID SURFACE SHALL BE PLACED WITHIN 3'-0" OF SINK EDGE.
2. ALL BACKSPLASHES NEAR SINKS SHALL BE PLASTIC LAMINATE ON HARDWOOD (PARTICLE BOARD OR PLYWOOD NOT PERMITTED).
3. ALL COUNTERTOPS AND CHASES SHALL HAVE BACKER SHEETS ON BOTTOM SIDE.
4. ALL EXPOSED ENDS, EDGES AND FACES OF CABINETS AND BRACES TO BE FINISHED.
5. PROVIDE CABINET DOOR AND DRAWER SAMPLES BEFORE SHOP DRAWING FOR ARCHITECT'S REVIEW.
6. ALL EXPOSED PLYWOOD TO BE OF SELECT GRADE AND WITHOUT NOTICEABLE DISCOLORATION OR DEFECTS.
7. GENERAL CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING IN WALLS FOR CABINETS, OWNER-SUPPLIED EQUIPMENT, RESTROOM ACCESSORIES, SUPPORT OF SHELVING, ETC.
8. ALL EXPOSED EDGES OF SOLID WOOD TRIM, DOORS, FRAMES, ETC. TO HAVE 3/32" RADIUS EDGES.
9. CABINET SHELVES TO BE PLASTIC LAMINATE COVERED.
10. VERIFY SIZES, CLEARANCES, PLUMBING, AND ELECTRICAL REQUIREMENTS OF ALL APPLIANCES AND EQUIPMENT FURNISHED BY OWNER.
11. GRAIN DIRECTION OF VENEER OR WOOD-LOOK LAMINATE TO BE VERTICAL FOR ALL DOORS, DRAWERS, FACES AND SIDES. DIRECTION OF NON-WOOD-LOOK PATTERNS TO BE CONSISTENT FOR ALL DOORS, DRAWERS, FACES AND SIDES.
12. SOLID SURFACE TO BE WILSONART LEVEL #4 OR EQUAL UNLESS NOTED OTHERWISE.



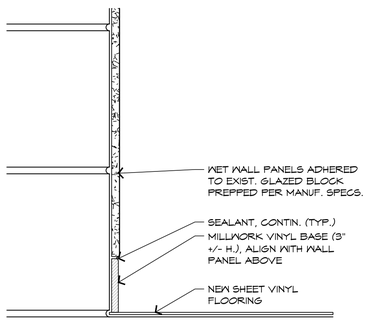
1 A2.1 LOCKER BASE DETAIL
SCALE: 3" = 1'-0"



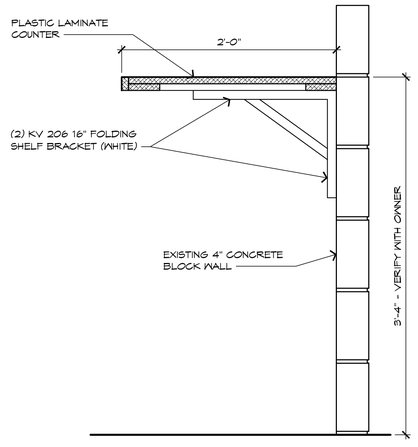
2 A2.1 SHOWER PANEL END DETAIL
SCALE: 3" = 1'-0"



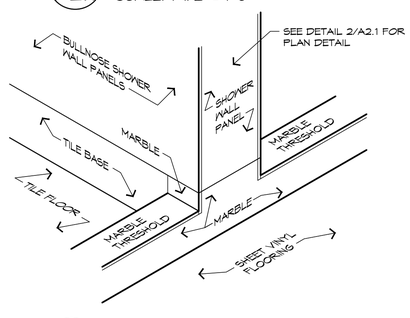
6 A2.1 SHOWER BASE DETAIL
SCALE: 3" = 1'-0"



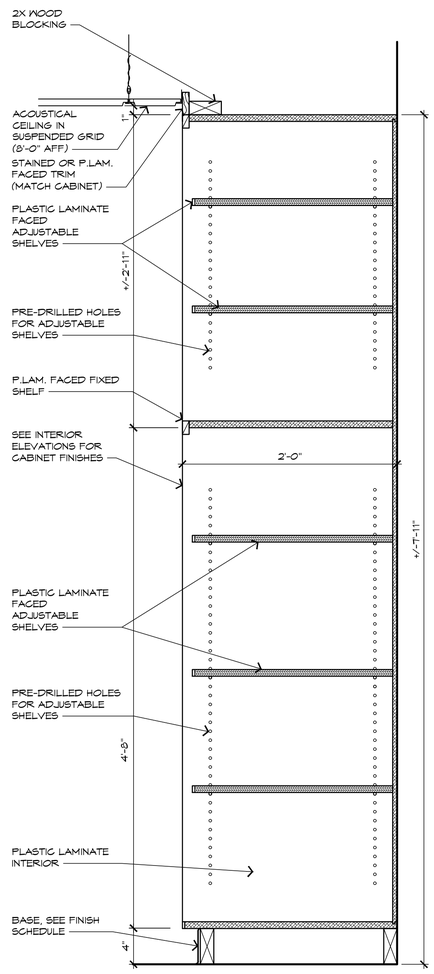
7 A2.1 WALL PANEL BASE DETAIL
SCALE: 3" = 1'-0"



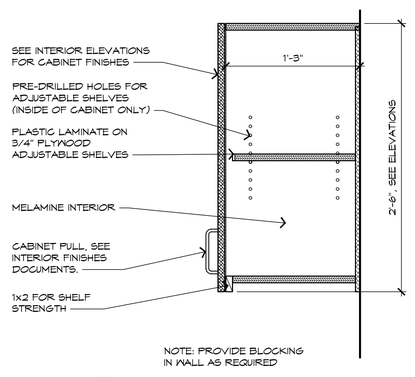
3 A2.1 FOLDING COUNTER SECTION
SCALE: 1-1/2" = 1'-0"



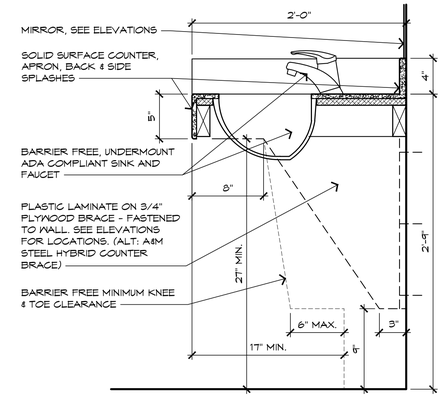
8 A2.1 BASE AT THRESHOLD
NOT TO SCALE



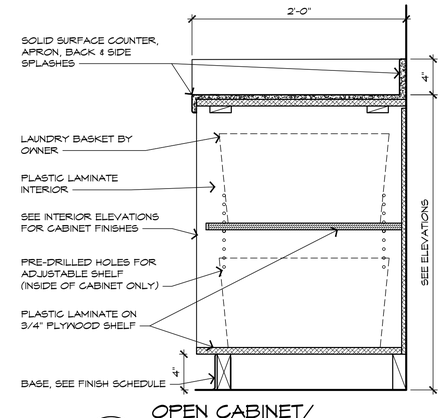
4 A2.1 FULL-HEIGHT CABINET SECTION
SCALE: 1-1/2"=1'-0"



9 A2.1 WALL CABINET SECTION
SCALE: 1-1/2" = 1'-0"



5 A2.1 BARRIER FREE COUNTER SECTION
SCALE: 1-1/2" = 1'-0"



10 A2.1 OPEN CABINET/ COUNTER SECTION
SCALE: 1-1/2" = 1'-0"

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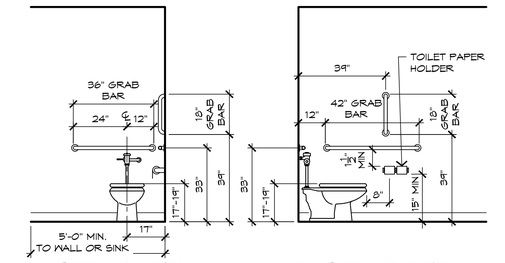
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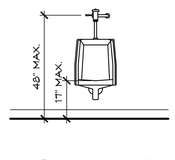
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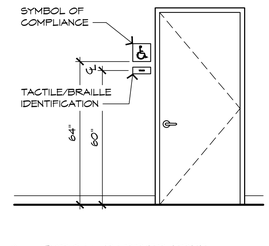


A A2.2 TYPICAL BARRIER FREE TOILET
SCALE: 3/8"= 1'-0"

B A2.2 TYPICAL BARRIER FREE TOILET
SCALE: 3/8"= 1'-0"

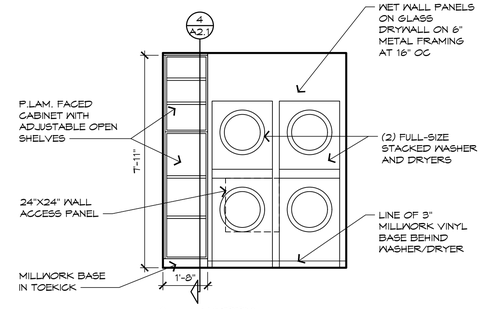


C A2.2 TYPICAL BARRIER FREE URINAL
SCALE: 3/8"= 1'-0"

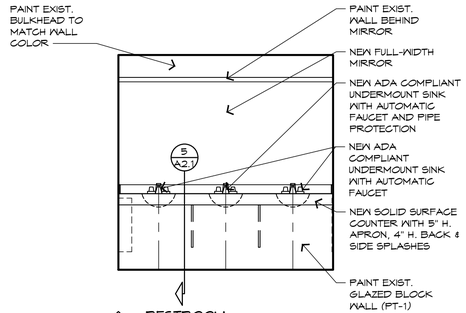


SIGNS SHALL BE TACTILE W/ 5/8" MIN. TO 2" MAX. LETTERS MOUNTED ON WALL ADJACENT TO LATCH SIDE OF DOOR AT INDICATED HEIGHT REQUIREMENTS TO ENSURE COMPLIANCE WITH BARRIER FREE CODE - CONFIRM WITH LOCAL (STATE) BARRIER FREE CODES.

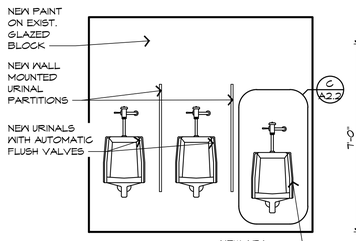
D A2.2 TYPICAL BARRIER FREE RESTROOM SIGNAGE
SCALE: 3/8"= 1'-0"



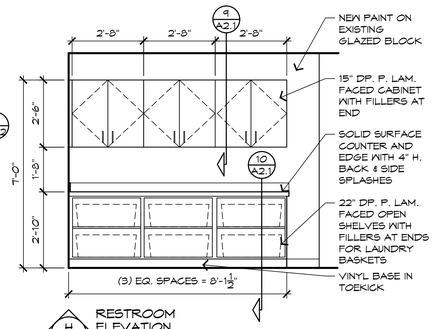
E A2.2 LAUNDRY ELEVATION
SCALE: 3/8"= 1'-0"



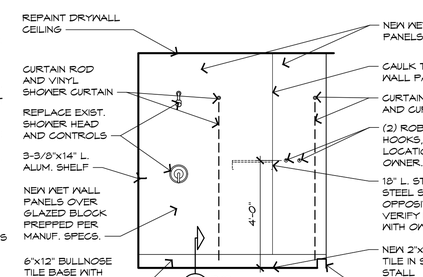
F A2.2 RESTROOM ELEVATION
SCALE: 3/8"= 1'-0"



G A2.2 RESTROOM ELEVATION
SCALE: 3/8"= 1'-0"

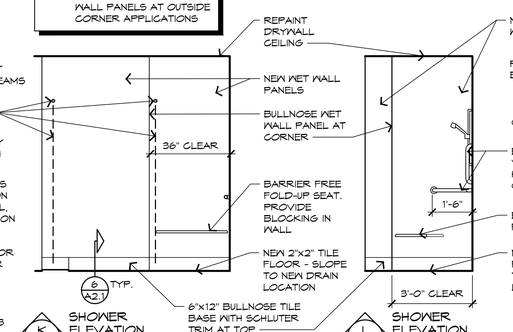


H A2.2 RESTROOM ELEVATION
SCALE: 3/8"= 1'-0"



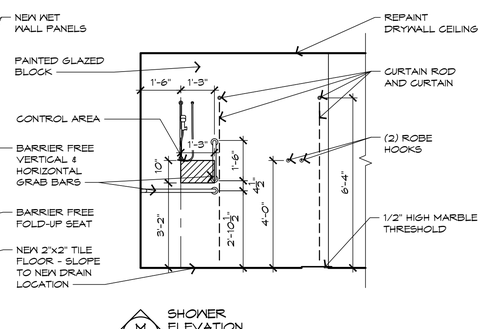
J A2.2 SHOWER ELEVATION
SCALE: 3/8"= 1'-0"

NOTE: PROVIDE BULLNOSE WET WALL PANELS AT OUTSIDE CORNER APPLICATIONS

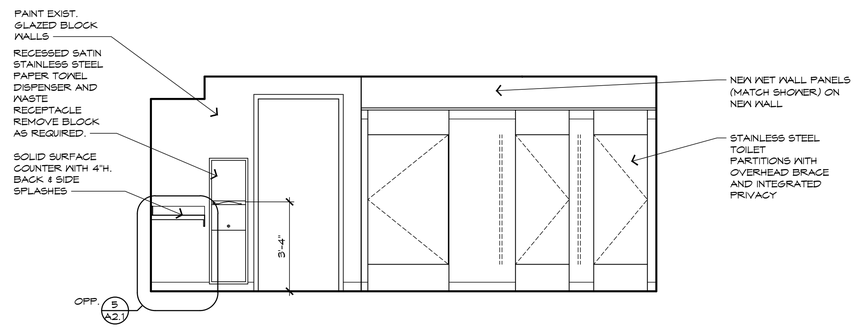


K A2.2 SHOWER ELEVATION
SCALE: 3/8"= 1'-0"

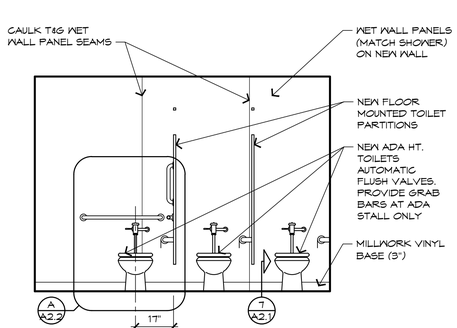
L A2.2 SHOWER ELEVATION
SCALE: 3/8"= 1'-0"



M A2.2 SHOWER ELEVATION
SCALE: 3/8"= 1'-0"



N A2.2 RESTROOM ELEVATION
SCALE: 3/8"= 1'-0"



O A2.2 RESTROOM ELEVATION
SCALE: 3/8"= 1'-0"

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616.531.7040 TheArchitecturalGroup.com

Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
8.22.24	BIDS & CONSTR.

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Drawing

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GENERAL SPECIFICATIONS:

THE AIA A201 GENERAL CONDITIONS 2017 SHALL BE PART OF THE CONSTRUCTION DOCUMENTS.

THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A-201, JUNE 2017 EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS), ARTICLE 1 THROUGH 14 SHALL APPLY TO ALL CONTRACTORS, SEPARATE CONTRACTOR AND/OR SUBCONTRACTORS.
COPIES OF SAID GENERAL CONDITIONS ARE ON FILE AT ARCHITECT'S OFFICE OR MAY BE OBTAINED FROM THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE NW, WASHINGTON, DC, 20006.

THE GENERAL CONTRACTOR TO PROVIDE JOB SIGN ON SITE WITH OWNER AND ARCHITECT'S NAME.

IT SHALL BE THE FULL RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE AND EXPEDITE ALL PHASES OF ARCHITECTURAL, STRUCTURAL, MECHANICAL, INCLUDING PLUMBING, HEATING, VENTILATION, AND ELECTRICAL WORK.
VERIFY EXACT LOCATION, AND INVERTS OF ALL EXISTING SITE UTILITIES AND STAKE SAME.
THE GENERAL CONTRACTOR SHALL VERIFY EXISTING GRADE AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
THE GENERAL CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, AND BE RESPONSIBLE FOR ANY DAMAGE TO SAME.

GENERAL CONTRACTOR TO PROVIDE ACCURATE PRICE BREAKDOWNS FOR EACH TENANT SPACE (IF APPLICABLE) IN ADDITION TO THE STANDARD BREAKDOWNS FOR THE ENTIRE PROJECT.

ALL CONTRACTORS SHALL GUARANTEE ALL OF THEIR WORK FOR THIS BUILDING TO BE FREE FROM DEFECTS OF FAULTY LABOR AND/OR MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SUBSTANTIAL COMPLETION OR CERTIFICATE OF OCCUPANCY, EXCEPT WHEN LONGER PERIODS ARE SPECIFIED.
THE WARRANTY SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS OR REMEDIES THAT THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS, AND, IN ADDITION TO, AND RUNS CONCURRENT WITH, OTHER WARRANTIES MADE BY THE CONTRACTOR, AND/OR SUPPLIERS AND MANUFACTURERS.

NO INTERRUPTION OF OCCUPANCY:
- CERTAIN WORK AND SERVICES ARE REQUIRED TO BE PERFORMED ON THIS JOB IN CONNECTION WITH THE EXISTING BUILDING, AS INDICATED ON DRAWINGS INCLUDING ARCHITECTURAL, MECHANICAL AND ELECTRICAL TRADES.
- ALL CONTRACTORS SHALL HAVE FREE ACCESS TO THEIR WORK IN AREAS WHERE NEW CONSTRUCTION OCCURS UNTIL OCCUPIED BY THE OWNER.
- THE OWNER WILL OCCUPY AND OPERATE IN THE EXISTING BUILDING DURING CONSTRUCTION AND COMPLETION OF THE PROPOSED ADDITION.
- GENERAL CONTRACTOR, SUBCONTRACTORS, AND OTHER CONTRACTORS SHALL ARRANGE WITH OWNER TO MAKE ALTERATIONS, PERFORM NEW WORK, AND MAKE CONNECTIONS TO UTILITIES AT SUCH TIMES AS SHALL NOT INTERRUPT UTILITY SERVICES OR PROPER OPERATIONS OF THE BUILDING, AND WHICH ARE OTHERWISE CONVENIENT AND SATISFACTORY TO THE OWNER, CONTRACTOR WHOSE WORK IS INVOLVED, SHALL PROTECT, REROUTE, SHORE-UP, CAP, CUT-OFF, AND/OR REPLACE EXISTING PIPES, ELECTRICAL WORK, AND ALL OTHER ACTIVE UTILITIES ENCOUNTERED, WHICH MAY INTERFERE WITH NEW WORK.
- PERFORM ALL WORK IN AN APPROVED MANNER, AND WITH MINIMUM AMOUNT OF INTERFERENCE AND INCONVENIENCE TO THE OWNER, AND THE OTHER TENANTS.

CONTRACTORS FOR ALL TRADES SHALL COMPLY WITH ALL CURRENT BUILDING CODES SUCH AS MBC, NEC, OSHA, ADA, ETC., INCLUDING LATEST AMENDMENTS, AND/OR REVISIONS, AND ALL OTHER APPLICABLE CODES.

USE ONLY SPECIFIED EQUIPMENT AND MATERIAL FOR THE BASE BID. ANY SUBSTITUTIONS MUST BE BID AS AN ALTERNATE.

SUBMITTALS:
- PROVIDE SUBMITTALS FOR ALL CONSTRUCTION MATERIAL, AND AS-BUILT DRAWINGS AT THE COMPLETION OF THE WORK. DELIVERY SCHEDULES SHALL INCLUDE A MINIMUM OF (2) TWO WEEKS FOR SHOP DRAWING REVIEW BY ARCHITECT/ENGINEER.
- GENERAL CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING IN WALLS AND CEILINGS FOR CABINETS, BULKHEADS, OWNER SUPPLIED EQUIPMENT AND FURNITURE, RESTROOM ACCESSORIES, SUPPORT OF SHELVING ETC.

CONCRETE MASONRY UNITS:
- PROVIDE CONCRETE MASONRY UNITS IN THE SHAPES AND SIZES INDICATED ON THE DRAWINGS, PROVIDE SPECIAL SHAPES FOR LINTELS, CORNERS, JAMBS, SASH, CONTROL JOINTS, HEADERS, BANDING, AND OTHER SPECIAL CONDITIONS.
- PROVIDE BULLNOSE JOINTS FOR OUTSIDE CORNERS UNLESS NOTED OTHERWISE.

HOLLOW METAL DOORS AND FRAMES:
- DOOR FRAMES TO BE 16 GAUGE, AND INTERIOR DOORS TO BE 18 GAUGE.
- DOORS FROM LOCKERS TO SERVICE BAY TO BE 16 GAUGE WITH GALVANIZED FINISH AND INSULATED.
- ALL FRAMES TO BE WELDED, NO KD KNOCK DOWN FRAMES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ACCEPTABLE MANUFACTURERS: CURRIES, REPUBLIC, STEELCRAFT, AND SUPERIOR.

WOOD CABINETS:
- WORK MATERIAL, WORKMANSHIP, AND INSTALLATION FOR CABINET WORK SHALL CONFORM TO QUALITY STANDARDS OF THE ARCHITECTURAL WOODWORK INSTITUTE, CUSTOM GRADE.
- ALL INTERIOR MILLWORK AND TRIM SHALL BE FINISHED SMOOTH, AND FREE FROM MACHINE OR TOOL MARKS THAT WILL SHOW THROUGH THE FINISH.
- ALL NAIL HEADS SHALL BE SET PRIMED TO CONCEAL SHRINKAGE.
- SHOP MITERS 4 INCHES OR MORE FROM HEEL TO POINT SHALL BE GLUED AND LOCKED.
- MAKE DOWELS AND TENONS TO A DRIVING FIT.
- ON VERTICAL SURFACES WHERE LAMINATED PLASTIC FINISH IS INDICATED, APPLY .030-INCH-THICK LAMINATE USING SEMI-GLOSS LOW GLARE FINISH.
- ON ALL TOPS AND BACKSPLASHES WHERE LAMINATED PLASTIC FINISH IS INDICATED, APPLY .050-INCH-THICK LAMINATE.
- JOINTS SHALL BE HAIRLINE, PRACTICALLY INVISIBLE, PROVIDE BACKER SHEETS FOR ALL LAMINATED PLASTIC WORK. TOPS UP TO 10 FEET LONG SHALL BE IN ONE PIECE.
- TOPS OVER 10 FEET LONG SHALL BE SPLICED JOINTS IN BACKING, AND JOINT IN PLASTIC LAMINATE SHALL BE AT LEAST 12 INCHES FROM JOINT IN BACKING.
- JOINTS IN BACKING SHALL BE REINFORCED TO PREVENT SEPARATION.
- EXPOSED EDGES SHALL BE FINISHED WITH PLASTIC LAMINATE. THE ARCHITECT WILL SELECT FROM MANUFACTURER'S STANDARD COLOR AND PATTERNS. ACCEPTABLE MANUFACTURERS: FORMICA AND WILSONART.

CUSTOM CABINET REQUIREMENTS:
- PLASTIC LAMINATE COVERED CABINET DOORS, DRAWERS AND EXPOSED FACES/EDGES.
- MELAMINE INTERIOR WITH BLUM CLIP 100-DEGREE CONCEALED HINGES OR APPROVED EQUAL.
- NOTE: NO CABINET SHALL BE LARGER THAN 35" WIDE.

DRAWER SLIDES:
ZINC PLATED COLD-ROLLED STEEL WITH NYLON ROLLERS, SIDE MOUNTED WRAP AROUND TYPE RATED FOR 75-POUND LOAD. K & V #1300, OR EQUAL, FOR DRAWERS OVER 6 INCHES TALL PROVIDE SLIDES WITH 150-POUND LOAD K & V #1483 OR EQUAL.

SOLID SURFACE COUNTERS:
- PROVIDE SOLID SURFACE COUNTER OVER 3/4" MIN. PLYWOOD SUBSTRATE.
- PROVIDE 4" HIGH SPLASHES AT SIDES AND BACK, UNLESS NOTED OTHERWISE.
- ALL EXPOSED EDGES SHALL BE POLISHED AND EXPOSED CORNERS SHALL BE EASED..
- APPLY SEALANT AT JOINTS (SPLASH TO WALL, SPLASH TO COUNTER, SPLASH TO SPLASH, ETC.)
- SEAMS IN COUNTER SHALL BE GLUED AND POLISHED SMOOTH SO SEAM IS INVISIBLE TO THE NAKED EYE.
- MANUFACTURER: WILSONART. SEE INTERIOR FINISHES FOR ADDITIONAL INFORMATION. BENCHES SHALL BE THE SAME AS THE COUNTERS.

GYPSUM BOARD ASSEMBLIES:
- PROVIDE BOARD ASSEMBLIES ATTACHED TO STEEL FRAMING MEMBERS AND BONDED ADHESIVELY TO INTERIOR CONCRETE AND MASONRY SUBSTRATE. GYPSUM WALLBOARD ASTM C36 USG FIRE CODE CORE 5/8 INCHES THICK, TYPE 'X' OR 'C' OR APPROVED EQUAL WITH TAPERED EDGES, UNLESS NOTED OTHERWISE. PROVIDE CORNERBEAD, EDGE TRIM, AND CONTROL JOINTS COMPLYING WITH ASTM C 1047, AND ASTM C840.
- PROVIDE USG "SHEETROCK" BRAND "MOLD TOUGH" 5/8" THICK TYPE 'X' PANELS IN LOCATIONS INDICATED ON DRAWINGS.
- PROVIDE CONTROL JOINTS ON INTERIOR WALLS NOT TO EXCEED 30 FEET O.C. OR AS SHOWN ON DRAWINGS.
- PROVIDE CONTROL JOINTS IN GYPSUM BOARD BULKHEADS, INCLUDING EXISTING BULKHEADS AS SHOWN ON DRAWINGS.

TILE BACKER BOARD:
- PROVIDE 5/8" TILE BACKER BOARD AS NOTED ON THE DRAWINGS AND/OR AS BACKER FOR WALLS RECEIVING TILE.
- PROVIDE TYPE 'X' 5/8" THICK, WHERE REQUIRED FOR FIRE-RESISTANCE RATED ASSEMBLIES AND WHERE INDICATED.
- PRODUCTS:
  "DENS-SHIELD TILE BACKER" AS MANUFACTURED BY GEORGIA-PACIFIC CORP.,
  "DUROCK" AS MANUFACTURED BY USG,
  "KERDI-BOARD" AS MANUFACTURED BY SCHLUTER SYSTEMS, OR APPROVED EQUAL.

WET WALL PANELS :
- INSTALL PER MANUFACTURER'S RECOMMENDATIONS, SPECIFICATIONS, AND DETAILS.
- PROVIDE MANUFACTURER ACCEPTABLE SUBSTRATE: CONCRETE BLOCK OR 5/8" TILE BACKER BOARD.
- VERIFY ADHESION BETWEEN EXISTING GLAZED BLOCK AND WET WALL MEETS MANUFACTURER'S REQUIREMENTS. CONTACT WILSONART FOR ADDITIONAL INFORMATION.
- MANUFACTURER: WILSONART WET WALL. SEE INTERIOR FINISHES FOR ADDITIONAL INFORMATION.

STEEL FRAMING:
- STEEL FRAMING FOR WALLS AND PARTITIONS WITH MANUFACTURER'S STANDARD CORROSION RESISTANT COATING.
- STEEL STUDS AND RUNNERS ASTM C 645 WITH FLANGED EDGES BENT BACK 90 DEGREES AND DIVIDED OVER TO FORM 3/16-INCH-WIDE MINIMUM LIP TO SIZES ON THE DRAWINGS.
- PROVIDE DEFLECTION TRACK WITH MANUFACTURER'S TOP RUNNER COMPLYING WITH THE REQUIREMENTS OF ASTM C 645, AND WITH 2-INCH-DEEP FLANGES MINIMUM FOR STUDS AND WIDTH TO ACCOMMODATE DEPTH OF STUDS INDICATED WITH FLANGES OFFSET AT MIDPOINT TO ACCOMMODATE GYPSUM BOARD THICKNESS.
- STEEL FRAMING SUPPLIER TO SIZE FRAMING MEMBERS.
- SUBMIT SHOP DRAWINGS FOR APPROVAL.

WALL AND CEILING ACCESS PANELS:
- PROVIDE ACCESS PANELS IN EXISTING DRYWALL CEILING OR NEW DRYWALL WALL CONSTRUCTION.
- PANEL SHALL BE WET LOCATION COMPLIANT AND RUST RESISTANT. STAINLESS STEEL OR ALUMINUM ARE ACCEPTABLE.
- FINISH: POWDER COATED WHITE.
- SEE DRAWINGS, INCLUDING MECHANICAL DRAWINGS FOR SIZE AND LOCATION.
- CONTRACTOR SHALL PROVIDE ADDITIONAL FRAMING AS REQUIRED FOR PANEL INSTALLATION.
- PATCH DRYWALL AROUND PANEL TO MATCH EXISTING DRYWALL ADJACENT. PREP FOR PAINT.
- MANUFACTURER: MILCOR OR APPROVED EQUAL.

PAINTING:
- PAINT EXPOSED SURFACES UNLESS A SURFACE OR MATERIAL IS SPECIFICALLY INDICATED NOT TO BE PAINTED.
- PAINTING INCLUDES FIELD-PAINTING EXPOSED BARE AND COVERED PIPES AND DUCTS, HANGERS, EXPOSED STEEL AND IRON WORK, AND PRIMED METAL SURFACES OF MECHANICAL AND ELECTRICAL EQUIPMENT.
- DO NOT PAINT PREFINISHED ITEMS, FINISHED METAL SURFACES, CONCEALED SURFACES, OPERATING PARTS, AND LABELS.
- THERE WILL BE NO ADDITIONAL COST TO THE OWNER FOR THE PAINTING CONTRACTOR NOT FIGURING, INCLUDING ITEMS TO BE PAINTED AND/OR FINISHED.
- ONLY ITEMS SPECIFICALLY MENTIONED WITHIN THESE SPECIFICATIONS OR ON THE DRAWING AS "EXPOSED" OR "PREFINISHED" ARE TO BE NOT FIELD PAINTED.
- ACCEPTABLE MANUFACTURERS: DEVOE COATINGS (DEVOE), BENJAMIN MOORE AND CO. (MOORE), PPG INDUSTRIES, PITTSBURGH PAINTS (PPG), PRATT AND LAMBERT (P AND L), THE SHERWIN-WILLIAMS COMPANY (S-W).

INTERIOR PAINT SCHEDULE:

GLAZED CONCRETE MASONRY UNITS:
- PREP: CLEAN, DRY, DULL, SOUND.
- PRIMER: EXTREME BOND PRIMER, B51 SERIES
- ADHESION TEST: USE PRINCIPLES OF ASTM D3359 AFTER MINIMUM 7 DAY CURE TIME OF PRIMER TO ENSURE 90% OF COATING CONTINUES TO ADHERE, CONTACT COATINGS MANUFACTURER FOR ASSISTANCE AS NEEDED.
- INTERMEDIATE COAT: TO MATCH TOPCOAT
- TOPCOAT: PRO INDUSTIAL PRE-CATALYZED WATERBASED EPOXY EG-SHEL, K45 SERIES.

CONCRETE MASONRY UNITS:
LOW-LUSTER, ACRYLIC ENAMEL FINISH: TWO COATS OVER A PRIMER.
- PRIMER: ALKALIL-RESISTANT, ACRYLIC-LATEX, INTERIOR PRIMER APPLIED AT SPREADING RATE RECOMMENDED BY THE MANUFACTURER TO ACHIEVE A TOTAL DRY FILM THICKNESS OF NOT LESS THAN 1.0 MILS. (0.025 MM). MOORE: REGAL FIRST COAT INTERIOR LATEX PRIMER AND UNDERBODY #216.
- FIRST AND SECOND COATS: LOW LUSTER (EGOSHELL OR SATIN) ACRYLIC-LATEX, INTERIOR ENAMEL APPLIED AT SPREADING RATE RECOMMENDED BY THE MANUFACTURER TO ACHIEVE A TOTAL DRY FILM THICKNESS OF NOT LESS THAN 2.8 MILS. (0.071 MM). MOORE: MOORE'S REGAL AQUAVELVET #319.

SEMI-GLOSS ALKYD ENAMEL FINISH: TWO COATS OVERFILLED SURFACE WITH TOTAL DRY FILM THICKNESS NOT LESS THAN 3.5 MILS (0.09MM), EXCLUDING FILLER COAT.
- BLOCK FILLER: HIGH PERFORMANCE LATEX BLOCK FILLER. S-W: HEAVY DUTY BLOCK FILLER B42W46 (OR EQUAL).
- UNDERCOAT: INTERIOR ENAMEL UNDERCOAT S-W: PRO-MAR 200 LATEX WALL PRIMER, B28W200 (OR EQUAL).
- FINISH COAT: INTERIOR, SEMI-GLOSS, ODORLESS, ALKYD ENAMEL. S-W: CLASSIC 99 SEMI-GLOSS ENAMEL A40 SERIES (OR EQUAL).

EPOXY FINISH, WATER-BASED EPOXY: TWO FINISH COATS OVER A PRIMER.
- PRIMER: EPOXY FILLER/SEALER S-W LOXAN BLOCK SURFACER (OR EQUAL).
- FIRST AND SECOND COATS: S-W PRO INDUSTRIAL PRECATALYZED EPOXY (OR EQUAL).

GYPSUM DRYWALL SYSTEMS:
LOW-LUSTER, ACRYLIC-ENAMEL FINISHES: TWO FINISH COATS OVER A PRIMER.
- PRIMER: WHITE INTERIOR, LATEX BASED. MOORE: REGAL FIRST COAT INTERIOR LATEX PRIMER AND UNDERBODY #216 (OR EQUAL).
- FIRST AND SECOND COATS: LOW-LUSTER (EGOSHELL OR SATIN), ACRYLIC-LATEX, INTERIOR ENAMEL. MOORE: MOIRÉ'S REGAL AQUAVELVET #319 (OR EQUAL).

ODORLESS SEMI-GLOSS ALKYD ENAMEL FINISH: THREE COATS WITH TOTAL DRY FILM THICKNESS NOT LESS THAN 2.5 MILS (0.06MM).
- PRIMER: WHITE, INTERIOR, LATEX-BASED PRIMER. S-W: PRO-MAR 200 ZERO VOC INTERIOR LATEX PRIMER, B-28 SERIES (OR EQUAL).
- FIRST AND SECOND COATS: INTERIOR, SEMI-GLOSS, ODORLESS, ALKYD ENAMEL. SW - PRO-INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY SEMI-GLOSS K46 (OR EQUAL).

EPOXY FINISH, WATER-BASED EPOXY: TWO FINISH COATS OVER PRIMER S-W PRO MAR 200 LATEX PRIMER "PRIMMER".
- FIRST AND SECOND COATS S-W PRO INDUSTRIAL PRECATALYZED EPOXY.

WOODWORK AND HARDBOARD:
LOW-LUSTER, ACRYLIC-ENAMEL FINISH: TWO FINISH COATS OVER A PRIMER.
- PRIMER: ALKALI- OR ACRYLIC-LATEX-BASED, INTERIOR WOOD PRIMER, AS RECOMMENDED BY THE MANUFACTURER FOR THIS SUBSTRATE. MOORE: MOORE'S ALKYD ENAMEL UNDERBODY #217 (OR EQUAL).
- FIRST AND SECOND COATS: LOW-LUSTER (EGOSHELL OR SATIN), ACRYLIC-LATEX, INTERIOR ENAMEL. MOORE: MOORE'S REGAL AQUAVELVET #319 (OR EQUAL).

SEMI-GLOSS ENAMEL FINISH: THREE COATS.
- UNDERCOAT: INTERIOR ENAMEL UNDERCOAT. S-W: PRO-MAR 200 ALKYD ENAMEL UNDERCOATER B49W2000 (OR EQUAL).
- FIRST AND SECOND COATS: INTERIOR, SEMI-GLOSS, ODORLESS, ALKYD ENAMEL. S-W: CLASSIC 99 SEMI-GLOSS ENAMEL A40 SERIES (OR EQUAL).

CEILING TILES, ACOUSTICAL PANEL CEILING SYSTEM:
- ACT-1: USG "FROST"; 2' X 2' X 3/4" WITH SHADOWLINE BEVELED EDGE. PROVIDE SAMPLE BEFORE ORDERING.
- GRID: USG DON DX/DXL 15/16".
- ALL CEILING TILES AND GRID TO BE MANUFACTURER'S STANDARD 'WHITE' FINISH, UNLESS NOTED OTHERWISE.

TOILET ACCESSORIES:
TOILET ACCESSORIES BASED ON AMERICAN SPECIALTIES, INC. (ASI)
- TOILET PAPER DISPENSER: MODEL 7305-2S, DOUBLE DISPENSER, (2 ROLL).
- GRAB BARS: SERIES 3800, CONCEALED MOUNTING 1-1/2", LENGTH AS INDICATED ON DRAWINGS.
- PAPER TOWEL DISPENSER AND WASTE RECEPTACLE: MODEL 0467. MOUNT PER ADA REQUIREMENTS.
- SHOWER ROD: MODEL 1204-2, 1-1/4" WITH FLANGES MODEL 1204-1. CURTAIN MODEL 1200-V AND HOOKS MODEL 1200-SHU. PROVIDE (2) SHOWER RODS/CURTAINS/HOOKS PER SHOWER STALL - (1) AT 3'-6"+/- FROM BACK WALL AND (1) AT SHOWER STALL OPENING.
- SHOWER CHANGING STALL SHELF: ASI 20692-618, 6" DEEP, 18" LONG
- TOWEL HOOK: ASI 7312 DOUBLE ROBE HOOK. SATIN STAINLESS STEEL FINISH. PROVIDE 2 HOOKS PER SHOWER STALL, ONE HOOK SHALL BE MOUNTED AT 48" AFF, MAX.
- SHOWER SHELF: KOHLER "CHOREOGRAPH" 3-3/8"x14" FLOATING ALUMINUM RECTANGULAR SHELF. COLOR: ANODIZED BRUSHED NICKEL. PROVIDE ONE SHELF PER SHOWER STALL.
- FOLDING SHOWER SEAT: ASI-8208 STAINLESS STEEL FOLDING SHOWER SEAT. FINISH: SATIN STAINLESS STEEL. SEE PLAN FOR LEFT OR RIGHT ORIENTATION.
- ACCEPTABLE MANUFACTURERS: BOBRICK, BRADLEY AND MCKINNEY PARKER.

TOILET AND URINAL PARTITIONS:
STAINLESS STEEL FLOOR MOUNTED WITH OVERHEAD BRACE PARTITIONS CLASS B, STANDARD HARDWARE AND STAINLESS STEEL FINISH (SMOOTH). FINISH SHALL RESIST FINGERPRINTS. PROVIDE "INTEGRAL PRIVACY", COVERING GAPS BETWEEN PARTITIONS AND DOORS, ETC. ACCEPTABLE MANUFACTURERS: ASI PRODUCTS OR APPROVED EQUAL.

DOUBLE SWINGING DOORS:
- PROVIDE NEW PLASTIC LAMINATE FACED HOLLOW CORE DOOR WITH P.LAM. OR PVC EDGE BANDING ON SOLID WOOD EDGES, MATCH SIZE OF EXISTING DOORS. FINISH: WILSONART STAINLESS STEEL LAMINATE OR APPROVED EQUAL.
- PROVIDE HEAVY DUTY, DOUBLE SWINGING HINGES IN BRUSHED STAINLESS STEEL FINISH. AUTO-CLOSE FUNCTION WITH ADJUSTABLE TENSION.
- PROVIDE NEW PLASTIC LAMINATE FACED WOOD JAMB (SIM. TO EXIST.) FINISH: WILSONART STAINLESS STEEL LAMINATE OR APPROVED EQUAL.

LOCKERS:
- SIZE: 18" X 18" X 4' H. POWDER COATED METAL LOCKERS WITH SHELF, HOOKS, COAT ROD. DOORS WITH RECESSED HANDLE AND MINI LOUVERS AT TOP AND BOTTOM. NO LEGS, REUSE EXIST. CONC. RAISED BASE FRAMING.
- PROVIDE FINISHED END PANELS.
- EXISTING BUILT-IN BASE TO REMAIN.
- EXISTING DRYWALL BULKHEAD TO REMAIN. CUT AND CAULK CENTER JOINT. REPAINT.
- TURN OVER EXISTING LOCKERS TO OWNER.
- PROVIDE NUMBERING PLATES. CONFIRM NUMBERING WITH OWNER.
- PROVIDE (90) ADDITIONAL SHELVES FOR OWNER'S STOCK.
- COLOR: TO BE DETERMINED FROM MANUFACTURER'S STANDARD COLOR CHART. PROVIDE SAMPLES OF ACTUAL MATERIAL TO ARCHITECT FOR SELECTION.
- PROVIDE ADA COMPLIANT LOCKERS WITH SHELF AT 48" ABOVE THE FLOOR, A BOTTOM SHELF AT 15" ABOVE THE FLOOR, RECESSED HANDLE AND ADA SYMBOL. QUANTITY SHALL BE 5% OF TOTAL NUMBER OF LOCKERS OR (3) LOCKERS. DOOR SHALL OPEN 180 DEGREES TO COMPLY WITH ACCESS REQUIREMENTS.
- MANUFACTURER: PENCO "VANGUARD" LOCKERS OR APPROVED EQUAL.

LOCKER BENCHES:
- INSTALL NEW SOLID SURFACE MATERIAL OVER THE EXISTING WOOD BENCHES. MATCHING SOLID SURFACE EDGES SHALL FULLY COVER WOOD SUBSTRATE. COLOR: TO BE DETERMINED.
- INSTALL NEW BENCH SUPPORT POSTS. FINISH: POWDER COATED STEEL. COLOR: TO BE DETERMINED FROM MANUFACTURER'S STANDARD COLORS. MANUFACTURER: PENCO LOCKERS OR APPROVED EQUAL.
- PROVIDE NEW (1) 42" W X 20" D X 18" H. ADA COMPLIANT BENCH WITH SOLID SURFACE FINISH WHERE INDICATED ON THE PLAN.

FLOORING:
THE FLOORING CONTRACTOR IS RESPONSIBLE FOR DETERMINATION OF QUANTITY NEEDED ALONG WITH FREIGHT, TAX, RECEIVING, WAREHOUSING, ADHESIVES, TRANSITION STRIPS, INSTALLERS MARK UP, EXISTING FLOORING REMOVAL, FLOOR PREP, AND INSTALLATION, ALL OF WHICH ARE IN EXCESS OF THE ALLOWANCE.

PORCELAIN TILE:
- PROVIDE PORCELAIN TILE AND ALL OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION.
- TILE SHALL MATCH SIZE AND STYLE OF ADJACENT TILE.
- SEE DRAWINGS FOR EXTENT OF PORCELAIN TILE
- PROVIDE SCHLUTER KERDI WATERPROOFING SYSTEM @ SHOWER PAN. INSTALL PER SCHLUTER SPECIFICATIONS AND RECOMMENDATIONS.
- NOTE: SEE GYPSUM BOARD ASSEMBLY'S SPECIFICATION FOR TILE BACKER BOARD AT ALL WALL TILE LOCATIONS.
- PROVIDE TEC POWERGROUT AT ALL TILE LOCATIONS. COLOR TO BE DETERMINED.
- PROVIDE MARBLE THRESHOLD ON HORIZONTAL AND VERTICAL SURFACES OVER EXIST. RAISED CURB, AND AT FLOORING TRANSITION TO NEW FLOOR TILE.

PROJECT CLOSEOUT:
BEFORE REQUESTING INSPECTION FOR CERTIFICATION OF SUBSTANTIAL COMPLETION, COMPLETE THE FOLLOWING:
- ADVISE THE OWNER OF PENDING INSURANCE CHANGEOVER REQUIREMENTS;
- SUBMIT SPECIFIC WARRANTIES, WORKMANSHIP BONDS, MAINTENANCE AGREEMENTS, FINAL CERTIFICATIONS AND SIMILAR DOCUMENTS;
- OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES, INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES;
- SUBMIT RECORD DRAWINGS, MAINTENANCE MANUALS, FINAL PROJECT PHOTOGRAPHS, DAMAGE OR SETTLEMENT SURVEYS, PROPERTY SURVEYS AND SIMILAR FINAL RECORD INFORMATION;
- DELIVER TOOLS, SPARE PARTS, EXTRA STOCK AND SIMILAR ITEMS;
- MAKE FINAL CHANGEOVER OF PERMANENT LOCKS AND TRANSMIT KEYS TO THE OWNER, ADVISE THE OWNER'S PERSONNEL OF CHANGEOVER IN SECURITY PROVISIONS;
- COMPLETE STARTUP TESTING OF SYSTEMS AND INSTRUCTION OF THE OWNER'S OPERATION AND MAINTENANCE PERSONNEL, DISCONTINUE AND REMOVE TEMPORARY FACILITIES FROM THE SITE;
- COMPLETE FINAL CLEANUP REQUIREMENTS INCLUDING TOUCH UP PAINTING.

FINAL ACCEPTANCE:
BEFORE REQUESTING FINAL INSPECTION FOR CERTIFICATION OF FINAL ACCEPTANCE AND FINAL PAYMENT, COMPLETE THE FOLLOWING:
- SUBMIT AN UPDATED FINAL STATEMENT ACCOUNTING FOR FINAL ADDITIONAL CHANGES TO THE CONTRACT SUM;
- SUBMIT A COPY OF THE ARCHITECT'S FINAL INSPECTION LIST OF ITEMS TO BE COMPLETED OR CORRECTED, THE COPY OF THE LIST SHALL STATE THAT EACH ITEM HAS BEEN COMPLETED OR OTHERWISE RESOLVED FOR ACCEPTANCE;

TIMELY EXECUTION OF PUNCH LIST: OWNER RETAINS THE RIGHT, AND CONTRACTORS ACKNOWLEDGE AND AGREE WITH THIS RIGHT, THAT THE OWNER, AT HIS DISCRETION, MAY HIRE AN INDEPENDENT CONTRACTOR TO COMPLETE FINAL INSPECTION PUNCH LIST ITEMS IF THEY ARE NOT PERFORMED WITHIN A REASONABLE TIME, DEDUCTING A COST FROM RETAINAGES PRIOR TO FORWARDING FINAL PAYMENT. NORMALLY, A REASONABLE TIME IS CONSIDERED TO BE (30) DAYS AFTER RECEIPT OF PUNCH LIST BY THE GENERAL CONTRACTOR.

RECORD DOCUMENT SUBMITTALS:
RECORD DRAWINGS:
- MAINTAIN A CLEAN, UNDAMAGED SET OF BLACK LINE COPIES OF CONTRACT DRAWINGS AND SHOP DRAWINGS.
- MARK THE SET TO SHOW THE ACTUAL INSTALLATION WHERE THE INSTALLATION VARIES SUBSTANTIALLY FROM THE WORK AS ORIGINALLY SHOWN.
- MARK RECORD SETS WITH RED ERASABLE PENCIL, USE OTHER COLORS TO DISTINGUISH BETWEEN VARIATIONS IN SEPARATE CATEGORIES OF THE WORK.

ELECTRONIC DRAWINGS:
THE CONTRACTOR WILL SCAN A COMPLETE RECORD SET OF AS-BUILTS AND PROVIDE TO THE OWNER.
ELECTRONIC OWNER'S MANUAL:
THE CONTRACTOR SHALL ORGANIZE OPERATION AND MAINTENANCE DATA INTO SUITABLE COMPUTER FILES OF MANAGEABLE SIZE, MARK FILES WITH APPROPRIATE IDENTIFICATION INCLUDING THE FOLLOWING TYPES OF INFORMATION:
- EMERGENCY INSTRUCTIONS;
- SPARE PARTS LIST;
- COPIES OF WARRANTIES;
- WIRING DIAGRAMS;
- RECOMMENDED "TURN-AROUND" CYCLES;
- INSPECTION PROCEDURES;
- SHOP DRAWINGS AND PRODUCT DATA;
- FIXTURE LAMPING SCHEDULE: SCHEDULE IS TO INCLUDE FIXTURE TYPE, LOCATION(S), LAMP REPLACEMENT MODEL NUMBER AND MANUFACTURER.

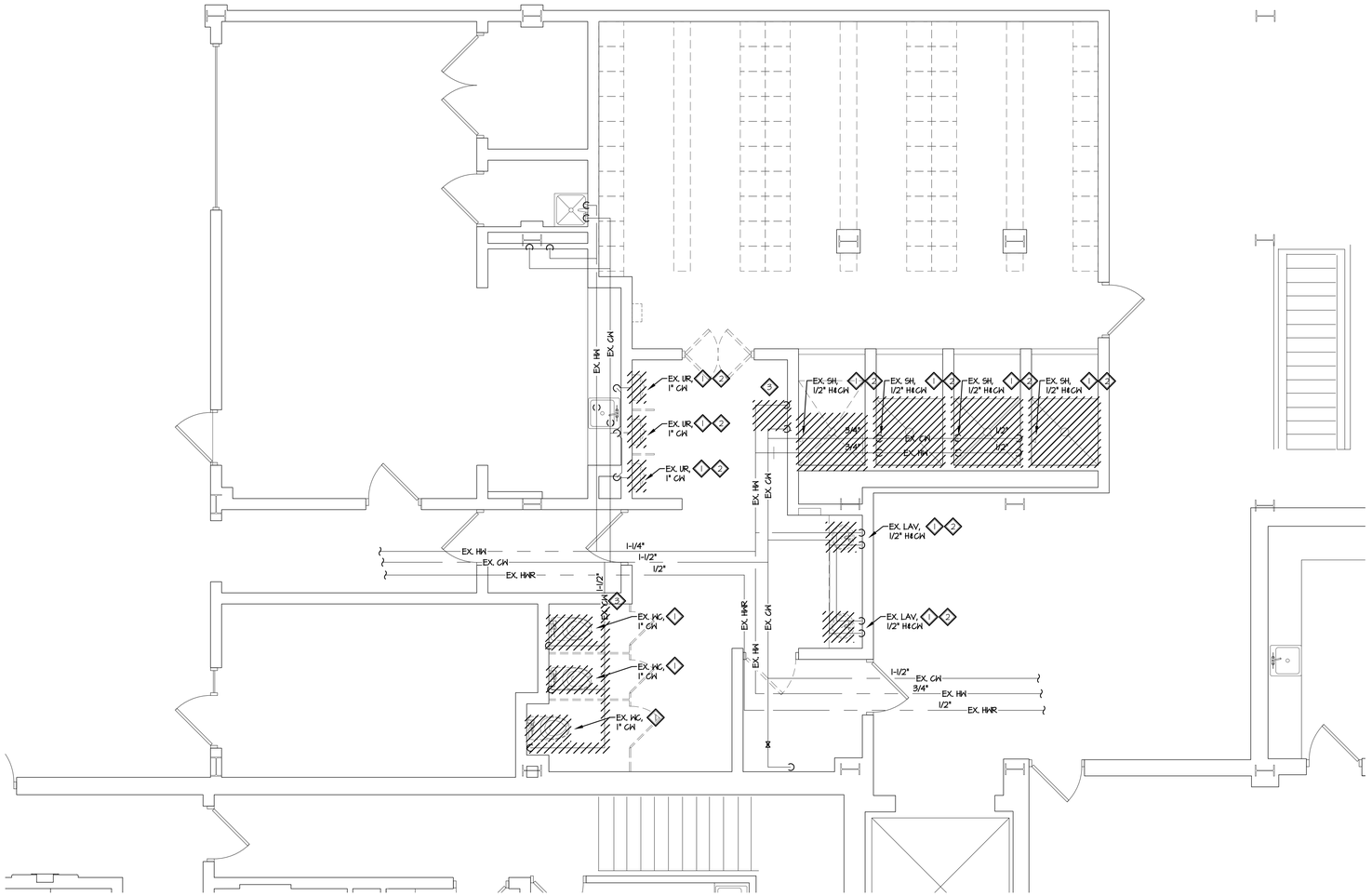
CLOSEOUT PROCEDURES; OPERATION AND MAINTENANCE INSTRUCTIONS:
- ARRANGE FOR EACH INSTALLER OF EQUIPMENT THAT REQUIRES REGULAR MAINTENANCE TO MEET WITH THE OWNER'S PERSONNEL TO PROVIDE INSTRUCTION IN PROPER OPERATION AND MAINTENANCE.
- PROVIDE INSTRUCTION BY MANUFACTURER'S REPRESENTATIVES IF INSTALLERS ARE NOT EXPERIENCED IN OPERATION AND MAINTENANCE PROCEDURES.
- INCLUDE A DETAILED REVIEW OF THE FOLLOWING ITEMS:
  - MAINTENANCE MANUALS;
  - RECORD DOCUMENTS;
  - SPARE PARTS AND MATERIALS;
  - TOOLS;
  - CONTROL SEQUENCES;
  - CLEANING;
  - WARRANTIES AND BONDS;
  - MAINTENANCE AGREEMENTS AND SIMILAR CONTINUING COMMITMENTS.
- AS PART OF INSTRUCTION FOR OPERATING EQUIPMENT, DEMONSTRATE THE FOLLOWING PROCEDURES:
  - STARTUP;
  - SHUTDOWN;
  - EMERGENCY OPERATIONS;
  - NOISE AND VIBRATION ADJUSTMENTS;
  - SAFETY PROCEDURES;
  - ECONOMY AND EFFICIENCY ADJUSTMENTS;
  - EFFECTIVE ENERGY UTILIZATION.

FINAL CLEANING:
- THE CONTRACT REQUIRES GENERAL CLEANING DURING CONSTRUCTION.
- REGULAR SITE CLEANING IS ALSO REQUIRED.

CLEANING:
- EMPLOY EXPERIENCED WORKERS OR PROFESSIONAL CLEANERS FOR FINAL CLEANING.
- CLEAN EACH SURFACE OR UNIT TO THE CONDITION EXPECTED IN A NORMAL COMMERCIAL BUILDING CLEANING AND MAINTENANCE PROGRAM.
- COMPLY WITH MANUFACTURER'S INSTRUCTIONS.

COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION OF SUBSTANTIAL COMPLETION:
- REMOVE LABELS THAT ARE NOT PERMANENT LABELS;
- CLEAN TRANSPARENT MATERIALS, INCLUDING MIRRORS AND GLASS IN DOORS AND WINDOWS:
  - REMOVE GLAZING COMPOUNDS AND OTHER SUBSTANCES THAT ARE NOTICEABLE VISION-OBSCURING MATERIALS;
  - REPLACE CHIPPED OR BROKEN GLASS AND OTHER DAMAGED TRANSPARENT MATERIALS;
- CLEAN EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DUST FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES:
  - RESTORE REFLECTIVE SURFACES TO THEIR ORIGINAL CONDITION;
  - LEAVE CONCRETE FLOORS BROOM CLEAN;
  - VACUUM CARPETED SURFACES;
- WIPE SURFACES OF MECHANICAL AND ELECTRICAL EQUIPMENT:
  - REMOVE EXCESS LUBRICATION AND OTHER SUBSTANCES;
  - CLEAN PLUMBING FIXTURES TO A SANITARY CONDITION;
  - CLEAN LIGHT FIXTURES AND LAMPS;
- CLEAN THE SITE, INCLUDING LANDSCAPE DEVELOPMENT AREAS, OF RUBBISH, LITTER AND OTHER FOREIGN SUBSTANCES:
  - SWEEP PAVED AREAS BROOM CLEAN;
  - REMOVE STAINS, SPILLS AND OTHER FOREIGN DEPO

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NORTH

DOMESTIC PLUMBING DEMOLITION PLAN

0 1/2" 1" 2"

PLUMBING DEMOLITION KEY NOTES

1. DEMOLISH AND REMOVE EXISTING PLUMBING FIXTURE.
2. P.C. TO RE-USE DOMESTIC PIPING FOR NEW FIXTURE. SEE NEW WORK PLAN FOR MORE INFORMATION.
3. DEMOLISH EXISTING DOMESTIC PIPING. CAP UNTIL UNLESS NOTED OTHERWISE ON NEW WORK PLAN.
4. EXISTING SANITARY TO BE CAPPED BELOW GRADE.
5. P.C. TO RE-USE EXISTING SANITARY CONNECTION FOR NEW FIXTURE. SEE NEW WORK PLAN FOR MORE DETAILS.
6. P.C TO COORDINATE DEMOLITION OF EXISTING SANITARY CONNECTION FROM EXISTING WASHERS & DRYERS AND SANITARY LINE CONNECTING TO COFFEE SINK. CAP EXISTING SANITARY LINE. SEE NEW WORK PLAN FOR NEW CONNECTION FOR NEW WASHER & DRYER AND CAPPING OF EXISTING SANITARY PIPING.

PLUMBING DEMOLITION GENERAL NOTES

1. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS FROM AVAILABLE INFORMATION. THEIR LOCATIONS SHOULD NOT BE CONSIDERED EXACT LOCATIONS NOR SHOULD THEY BE CONSIDERED AS THE ONLY UTILITIES IN THE AREA.
2. CUTTING AND PATCHING BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.
3. SLEEVE AND SEAL ALL WALL, FLOOR, AND ROOF PENETRATIONS.
4. KEEP AREA CLEAN. REMOVE DEBRIS ON A DAILY BASIS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF PIPING SYSTEMS WITH OTHER TRADES.
6. ALL OF THE PLUMBING WORK IS NOT NECESSARILY SHOWN OR NOTED ON THESE DRAWINGS. THOSE ITEMS NOT SHOWN OR NOTED, BUT ARE DEEMED NECESSARY FOR REMOVAL OR RELOCATION BY THE OWNER OR HIS/HER REPRESENTATIVE, SHALL BE PART OF THIS CONTRACT.
7. RUN ALL SANITARY SEWER VENTS IN WALLS TO AS HIGH AS POSSIBLE. PAINT TO MATCH CEILING.
8. PLUMBING CONTRACTOR SHALL COORDINATE WITH SITE UTILITY CONTRACTOR PRIOR TO INSTALLATION. (TYPICAL FOR ALL UTILITIES)
9. IN GENERAL ALL PLUMBING FIXTURES AND TRIMS AND EQUIPMENT REQUIRING PLUMBING CONNECTIONS AS FURNISHED BY THE OWNER SHALL BE RECEIVED AND UNCRATED BY THE GENERAL CONTRACTOR. G.C. SHALL VERIFY THAT ALL EQUIPMENT IS INCLUDED PER THE OWNERS EQUIPMENT LIST AND THAT THERE ARE NO DAMAGED COMPONENTS. AT THIS POINT G.C. SHALL TURN THE PLUMBING FIXTURES OR EQUIPMENT OVER TO THE PLUMBING CONTRACTOR FOR INSTALLATION. P.C. SHALL VERIFY ALL ROUGH-IN REQUIREMENTS.
10. PROVIDE ACCESS PANELS IN ALL LOCATIONS WHERE PLUMBING VALVES ARE LOCATED WITHIN HARD CEILING AND/OR WALLS.

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2350 Ivanrest Ave SW, Grandville MI

TAG
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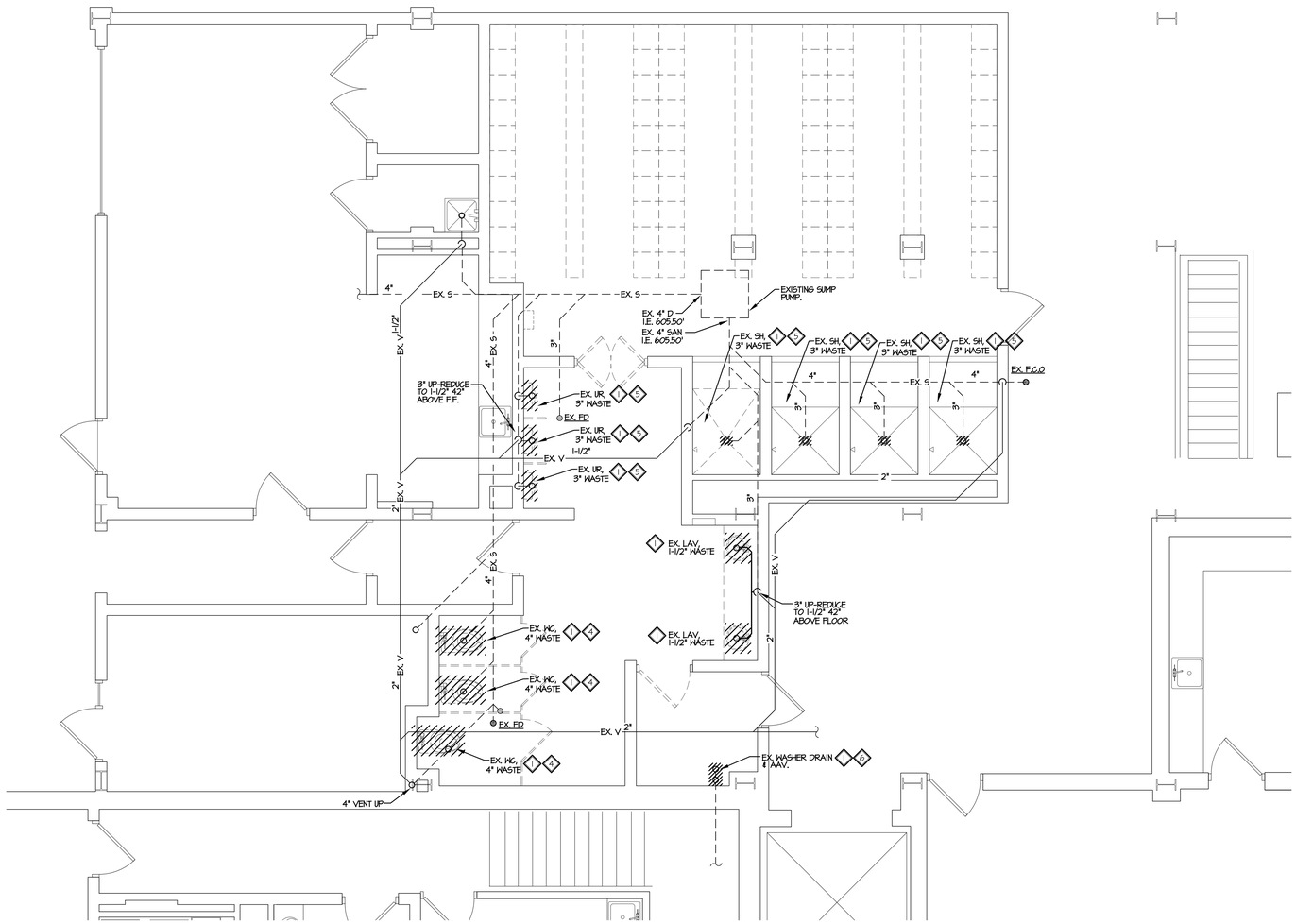
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NORTH

SANITARY PLUMBING DEMOLITION PLAN

0 1/2" 1" 2"

PLUMBING DEMOLITION KEY NOTES

1. DEMOLISH AND REMOVE EXISTING PLUMBING FIXTURE.
2. P.C. TO RE-USE DOMESTIC PIPING FOR NEW FIXTURE. SEE NEW WORK PLAN FOR MORE INFORMATION.
3. DEMOLISH EXISTING DOMESTIC PIPING. CAP UNTIL UNLESS NOTED OTHERWISE ON NEW WORK PLAN.
4. EXISTING SANITARY TO BE CAPPED BELOW GRADE.
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3. SLEEVE AND SEAL ALL WALL, FLOOR, AND ROOF PENETRATIONS.
4. KEEP AREA CLEAN. REMOVE DEBRIS ON A DAILY BASIS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF PIPING SYSTEMS WITH OTHER TRADES.
6. ALL OF THE PLUMBING WORK IS NOT NECESSARILY SHOWN OR NOTED ON THESE DRAWINGS. THOSE ITEMS NOT SHOWN OR NOTED, BUT ARE DEEMED NECESSARY FOR REMOVAL OR RELOCATION BY THE OWNER OR HIS/HER REPRESENTATIVE, SHALL BE PART OF THIS CONTRACT.
7. RUN ALL SANITARY SEWER VENTS IN WALLS TO AS HIGH AS POSSIBLE. PAINT TO MATCH CEILING.
8. PLUMBING CONTRACTOR SHALL COORDINATE WITH SITE UTILITY CONTRACTOR PRIOR TO INSTALLATION. (TYPICAL FOR ALL UTILITIES)
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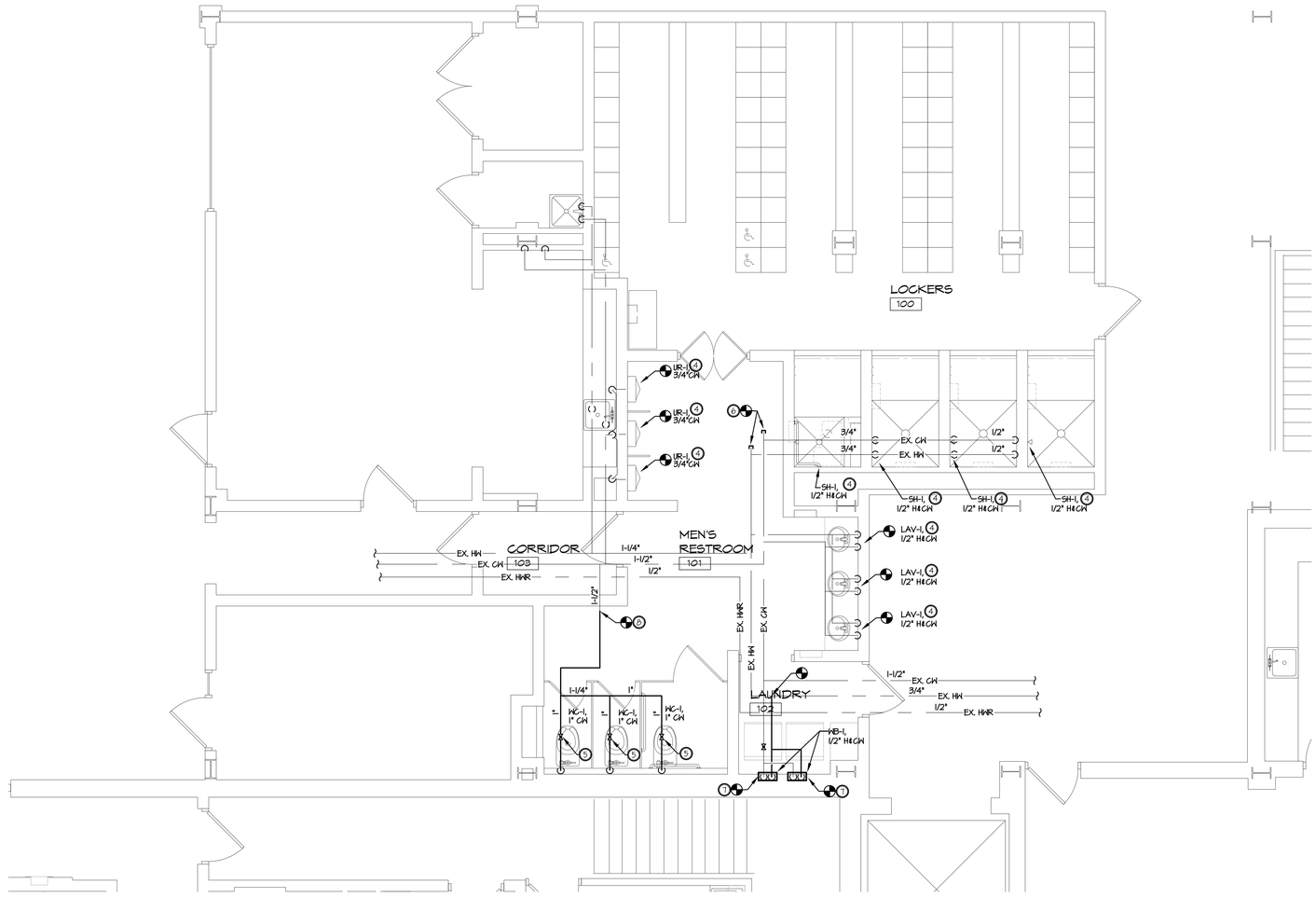
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NORTH

DOMESTIC PLUMBING FLOOR PLAN

0 1/2" 1" 2"

PLUMBING PLAN NOTES

NOTE: NOT ALL NOTES MAY APPLY TO THIS SHEET.

1. SANITARY VENT FROM BELOW, SIZE NOTED ON PLANS.
2. SANITARY FROM BELOW TO W.C.O. OR C.O. AS REQ'D., VENT UP. SIZE NOTED ON PLANS.
3. TIE NEW 4" SANITARY LINE INTO EXISTING 4" SANITARY LINE. P.C. TO VERIFY SIZE, DEPTH, AND CONDITION OF EXISTING SANITARY.
4. P.C. TO INSTALL NEW PLUMBING FIXTURE USING EXISTING DOMESTIC PIPING. P.C. TO VERIFY SIZE AND CONDITION OF EXISTING PIPING. CONTACT ENGINEER AND ARCHITECT ASAP IF EXISTING CONDITIONS DO NOT MEET DESIGN CRITERIA.
5. BALL VALVE. INSTALL IN ACCESSIBLE LOCATION.
6. CAP EXISTING DOMESTIC PLUMBING PIPING IN CEILING.
7. RE-USE EXISTING COLD WATER CONNECTIONS FOR NEW WB-1. P.C. TO VERIFY SIZE AND CONDITION OF EXISTING PIPING.CONTACT ENGINEER AND ARCHITECT ASAP IF EXISTING CONDITIONS DO NOT MEET DESIGN CRITERIA.
8. P.C. TO INSTALL NEW DOMESTIC PIPING TO EXISTING DOMESTIC PIPING. SEE PLAN FOR SIZES. P.C. TO VERIFY SIZE, LOCATION, AND CONDITION OF EXISTING PIPING. NOTIFY ENGINEER & ARCHITECT ASAP IF EXISTING CONDITIONS DO NOT MATCH DESIGN CRITERIA.
9. P.C. TO CONNECT NEW 2" VENT LINE TO EXISTING 2" VENT LINE.

PLUMBING GENERAL NOTES

A. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.

B. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE PIPE RISES, DROPS, AND OFFSETS AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING WORK.

C. DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC SHOWING THE GENERAL LOCATION, TYPE, LAYOUT AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE PIPING, CONNECTIONS, FITTINGS, VALVES, OFFSETS AND ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM.

D. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY AND THE AUTHORITY HAVING JURISDICTION. PURCHASE ALL PERMITS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.

E. CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE AT BUILDING ENTRY PRIOR TO ALL LOCALLY REQUIRED DEVICES IS LESS THAN 60 PSIG STATIC, CONTACT OWNER'S REPRESENTATIVE. IF PRESSURE EXCEEDS 80 PSIG, PROVIDE PRESSURE REDUCING VALVE.

F. SUSPEND HORIZONTAL SERVICE CONNECTION POINTS, SIZES, ELEVATIONS AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITY COMPANIES AND / OR CIVIL ENGINEER, AS APPLICABLE.

G. VERIFY SERVICE CONNECTION POINTS, SIZES, ELEVATIONS AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITY COMPANIES AND / OR CIVIL ENGINEER, AS APPLICABLE.

H. COORDINATE WITH CIVIL DRAWINGS AND EXISTING CONDITIONS FOR UTILITY CONNECTION POINTS.

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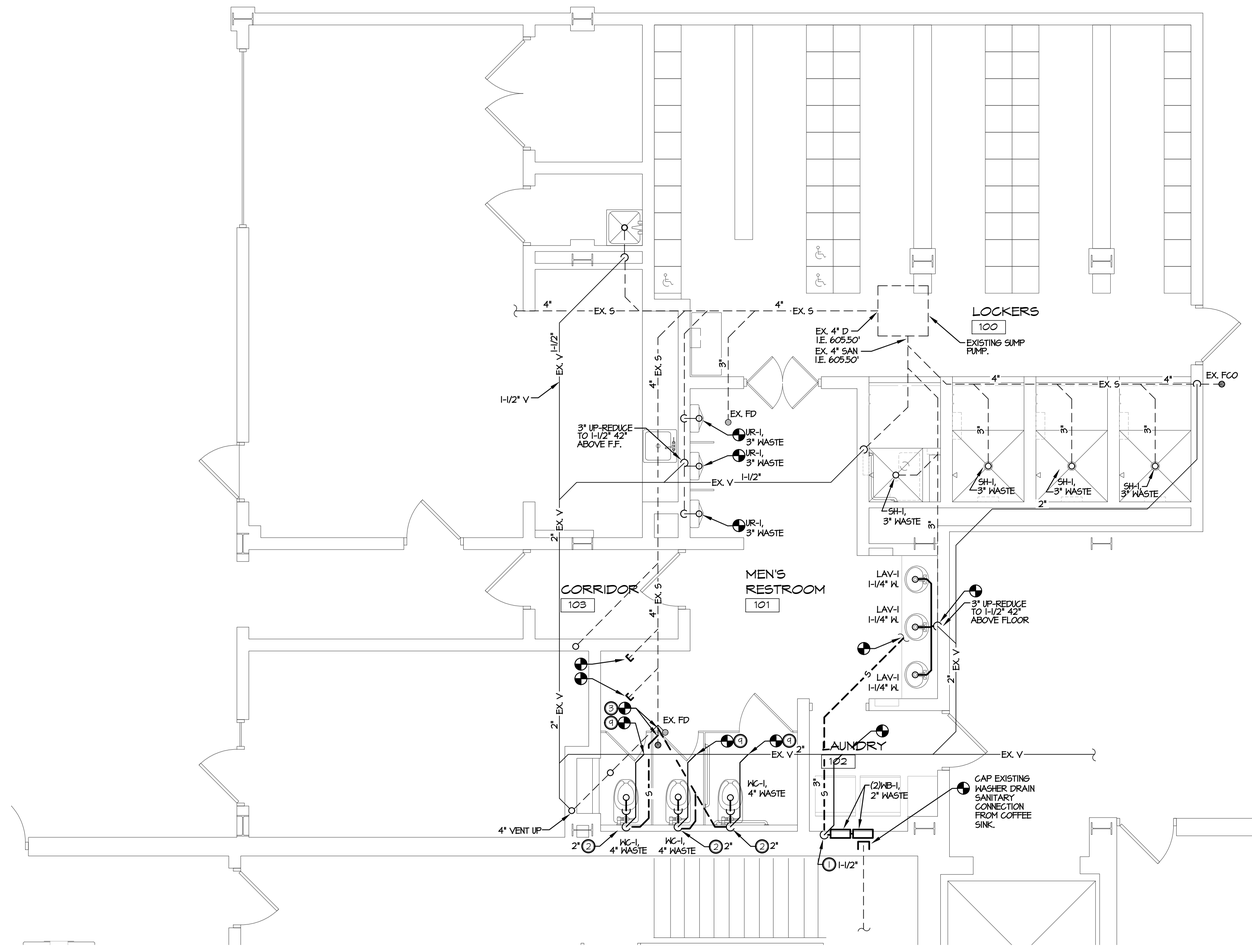
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NORTH

SANITARY PLUMBING FLOOR PLAN

0 1/2" 1" 2"

PLUMBING PLAN NOTES

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4. P.C. TO INSTALL NEW PLUMBING FIXTURE USING EXISTING DOMESTIC PIPING. P.C. TO VERIFY SIZE AND CONDITION OF EXISTING PIPING. CONTACT ENGINEER AND ARCHITECT ASAP IF EXISTING CONDITIONS DO NOT MEET DESIGN CRITERIA.
5. BALL VALVE. INSTALL IN ACCESSIBLE LOCATION.
6. CAP EXISTING DOMESTIC PLUMBING PIPING IN CEILING.
7. RE-USE EXISTING COLD WATER CONNECTIONS FOR NEW WB-I. P.C. TO VERIFY SIZE AND CONDITION OF EXISTING PIPING.CONTACT ENGINEER AND ARCHITECT ASAP IF EXISTING CONDITIONS DO NOT MEET DESIGN CRITERIA.
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PLUMBING GENERAL NOTES

A. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.

B. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE PIPE RISES, DROPS, AND OFFSETS AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING WORK.

C. DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC SHOWING THE GENERAL LOCATION, TYPE, LAYOUT AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE PIPING, CONNECTIONS, FITTINGS, VALVES, OFFSETS AND ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM.

D. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY AND THE AUTHORITY HAVING JURISDICTION. PURCHASE ALL PERMITS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.

E. CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE AT BUILDING ENTRY PRIOR TO ALL LOCALLY REQUIRED DEVICES IS LESS THAN 60 PSIG STATIC, CONTACT OWNER'S REPRESENTATIVE. IF PRESSURE EXCEEDS 80 PSIG, PROVIDE PRESSURE REDUCING VALVE.

F. SUSPEND HORIZONTAL SERVICE CONNECTION POINTS, SIZES, ELEVATIONS AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITY COMPANIES AND / OR CIVIL ENGINEER, AS APPLICABLE.

G. VERIFY SERVICE CONNECTION POINTS, SIZES, ELEVATIONS AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITY COMPANIES AND / OR CIVIL ENGINEER, AS APPLICABLE.

H. COORDINATE WITH CIVIL DRAWINGS AND EXISTING CONDITIONS FOR UTILITY CONNECTION POINTS.

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Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG Architecture and Planning

Dr. JLF
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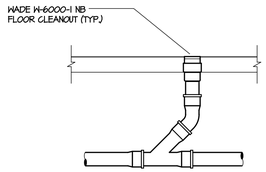
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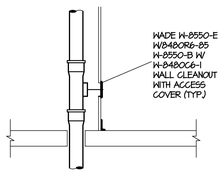
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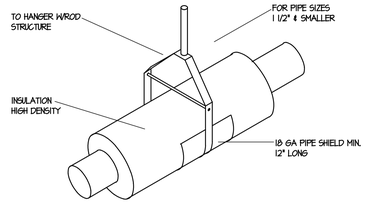
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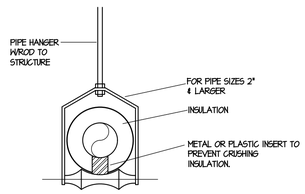


1 P2.1 FLOOR CLEANOUT DETAIL
NO SCALE

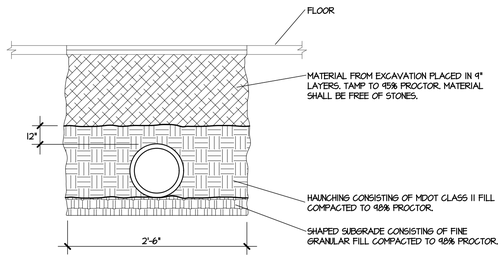


2 P2.1 WALL CLEANOUT DETAIL
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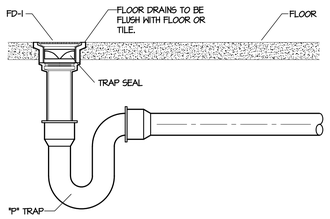




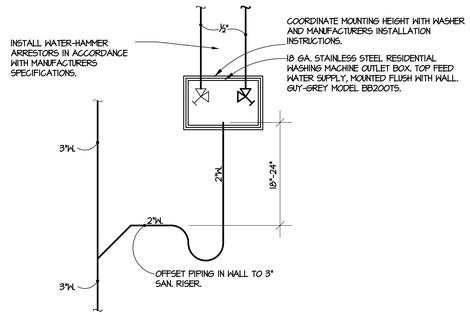
3 P2.1 PIPE HANGER DETAIL
NO SCALE



4 P2.1 SANITARY PIPE TRENCH DETAIL
NO SCALE



5 P2.1 FLOOR DRAIN DETAIL
NO SCALE



6 P2.1 LAUNDRY BOX DETAIL
SCALE: N.T.S.

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PLUMBING ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS
BF	BARRIER FREE
BTUH	BRITISH THERMAL UNITS PER HOUR
CA	COMBUSTION AIR
CFM	CUBIC FEET PER MINUTE
CO	CLEAN OUT
CO_2	CARBON DIOXIDE
CW	COLD WATER
EF	EXHAUST FAN
EWC	ELECTRIC WATER COOLER
F.C.O.	FLOOR CLEAN OUT
FD	FLOOR DRAIN
G.T.	GREASE TRAP
GPM	GALLONS PER MINUTE
HP	HORSE POWER
I.E.	INVERT ELEVATION
LAT	LEAVING AIR TEMPERATURE
LAV	LAVATORY
OA	OUTSIDE AIR
R.L.	RAIN LEADER
RA	RETURN AIR
RTU	ROOF TOP UNIT
SA	SUPPLY AIR
SAN	SANITARY SEWER
SP	STATIC PRESSURE
ST	STORM SEWER
T.S.	TRAP SEAL
UR	URINAL
V	VENT
VTR	VENT THRU ROOF
WC	WATER CLOSET
W.C.O.	WALL CLEAN OUT
WH.	WATER HEATER
Y.C.O.	YARD CLEAN OUT

PLUMBING GENERAL NOTES

1. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS, THEIR LOCATIONS SHOULD NOT BE CONSIDERED EXACT LOCATIONS NOR SHOULD THEY BE CONSIDERED AS THE ONLY UTILITIES IN THE AREA.
2. ALL CONCRETE MAINTENANCE PADS SHALL BE BY INSTALLING CONTRACTOR.
3. SLEEVE AND SEAL ALL WALL PENETRATIONS.
4. KEEP AREA CLEAN. REMOVE DEBRIS ON A DAILY BASIS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF PIPING SYSTEMS. THIS CONTRACTOR SHALL INSTALL PIPING SO AS TO NOT INTERFERE WITH THE REMOVAL AND/OR SERVICING OF SYSTEMS.
6. PROVIDE ASSE 1070 APPROVED POINT OF USE MIXING VALVE FOR ALL HANDWASHING SINKS. SEE PLUMBING FIXTURE SCHEDULE.
7. PLUMBING CONTRACTOR SHALL COORDINATE WITH SITE UTILITY CONTRACTOR PRIOR TO INSTALLATION. (TYPICAL FOR ALL UTILITIES)
8. P.C. SHALL CAREFULLY COORDINATE HIS INSTALLATIONS WITH OTHER TRADES.
9. COORDINATE SLOPING OF CONCRETE FLOOR TO FLOOR DRAINS.
10. CONFIRM ALL SANITARY INVERT ELEVATIONS AND LOCATIONS, PRIOR TO START OF WORK.
11. ALL FLOOR DRAIN LOCATIONS TO BE FIELD VERIFIED WITH OWNER & GENERAL CONTRACTOR
12. ALL VENTS TERMINATING ABOVE THE ROOF SHALL BE 25' HORIZONTALLY AWAY FROM FRESH AIR INTAKES.
13. ALL PLUMBING WORK TO MEET OR EXCEED LOCAL CODE REQUIREMENTS AND MPC 2021.
14. LABEL ALL PIPING PER ASME A13.1, COLOR CODED WITH FLOW ARROWS.
15. SINKS AND LAVS TEMPERING VALVE TO BE ASSE 1070 APPROVED, RATED FOR 80° TO 110°F (ADJUSTABLE).
16. ALL PIPING, VALVES, ETC. BELOW FH LAVS TO BE INSULATED WITH PREFAB KITS. TRU-BRO OR EQUAL.
17. EQUIPMENT SUBSTITUTIONS: ALL EQUIPMENT SUBSTITUTIONS MUST BE SUBMITTED TO THE ARCHITECT PRIOR TO BIDDING AND MUST BE APPROVED BY THE OWNER. (SOME ITEMS LISTED HAVE NO SUBSTITUTIONS, SUBMIT AS SPECIFIED.)
18. CUTTING AND PATCHING OF WALLS, FLOORS, ETC. FOR THE INSTALLATION OF PIPING SYSTEMS SHALL BE COORDINATED BY THE CONSTRUCTION MANAGER.

PLUMBING SYMBOLS LEGEND

S — SAN DRAIN	BUTTERFLY VALVE	PIPING CAP
V — VENT	CHECK VALVE	PIPING CONTINUATION
CW — COLD WATER	CIRCUIT SETTER	PIPE DROP, BOTTOM
HW — HOT WATER	GATE VALVE	PIPE DROP
HWR — HOT WATER RECIRC.	GLOBE VALVE	PIPE RISE
BALANCING VALVE	FLOW ARROW	W — WASTE PIPING
BALL VALVE		

PLUMBING FIXTURE SCHEDULE

TAG	FIXTURE	MFG., MODEL NUMBER AND DESCRIPTION	CONNECTIONS WASTE	VENT	HOT	COLD	REMARKS
WC-1	WATER CLOSET (ADA)	AMERICAN STANDARD MODEL 3043.002 MADERA. FLOOR MOUNTED FLUSHOMETER VALVE TOILET, WHITE VITREOUS CHINA, ELONGATED SIPHON JET BOWL, 1-1/2" TOP SPUD AND RIM AT 15" AFF. ZURN MODEL #ZER6000AV-CPM AUTOMATIC BATTERY POWERED FLUSH VALVE. OLSONITE #1655CT OPEN FRONT SEAT LESS COVER WITH SELF-SUSTAINING CHECK HINGE.	4"	SEE PLAN	-	1"	PROVIDE WALL CARRIER AND FITTINGS AS REQUIRED FOR INSTALLATION.
LAV-1	LAVATORY	KOHLER CAXTON UNDERMOUNT BATHROOM SINK. WHITE VITREOUS CHINA, 21-1/4"X17-1/4".	2"	1-1/2"	1/2"	1/2"	
	TRIM	KOHLER CORALAIS MODEL 15583-4ATA-CP					
	WASTE	WHEELCHAIR LAVATORY CAST GRID DRAIN PLUG WITH STRAINER AND OFFSET DRAIN ASSEMBLY WITH 1-1/4" O.D. TAILPIECE. CONFIRM WASTE OPENING SIZE PRIOR TO ORDERING.					
	INSULATION	PROVIDE PROTECTIVE DEVICE TO COVER P-TRAP AND HOT AND COLD ANGLE STOPS AND SUPPLIES. SHALL COMPLY WITH: ASTM D-635, ASTM G-21-90 AND G-22-76, UBC 85, A.D.A. 11/27/92, AND SHALL BE LISTED BY IAPMO FILE 3375. EQUAL TO TRUBRO.					
	MIXING VALVE	TMV-1					
UR-1	URINAL (ADA)	AMERICAN STANDARD LYNBROOK MODEL # 6601012.020	2"	1-1/2"	-	3/4"	PROVIDE WALL CARRIER AND FITTINGS AS REQUIRED FOR INSTALLATION.
	TRIM	ZURN AQUASENSE MODEL #ZER6001AV-CPM AUTOMATIC BATTERY POWERED FLUSH VALVE.					
FCO	FLOOR CLEANOUT	JR SMITH 4020 SERIES. CAST IRON BODY WITH ADJUSTABLE ROUND NICKEL BRONZE TOP.	SEE PLAN	-	-	-	POLISH AFTER INSTALLATION.
WCO	WALL CLEANOUT	JR SMITH 4402 SERIES. CAST IRON BODY WITH ROUND STAINLESS STEEL COVER.	SEE PLAN	-	-	-	
TMV-1	THERMOSTATIC MIXING VALVE	WATTS LFMMV LEAD FREE, ASSE 1070 COMPLIANT THERMOSTATIC MIXING VALVE. FURNISH WITH WALL CABINET AND MOUNT IN ACCESSIBLE LOCATION BELOW SINK. SET TO 105 DEGREES F.	-	-	1/2"	1/2"	
TS-1	TRAP SEAL	FLOOR DRAIN TRAP SEAL, EQUAL TO "SURE SEAL" MODELS, 2"-552009, 3"-553000, 4"-554009.	-	-	-	-	
SH-1		P.C. TO RE-USE EXISTING SHOWER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION.					
	TRIMS	SHOWER VALVE, TEMPERATURE / PRESSURE BALANCING IN ACCORDANCE WITH ASSE 1016. HIGH TEMP. LIMIT STOP, INTEGRAL CHECKS, ABS TRIM, STANDARD CHROME PLATED BRASS SHOWERHEAD AND ARM, HAND SHOWER SYSTEM WITH 36" GRAB BAR AND DIVERTER VALVE. EQUAL TO POWERS E105-K-1-*-2-4.	1-1/2"	1-1/2"	3/4"	3/4"	
	WASTE	FD-1					
LB-1	LAUNDRY BOX	SEE DETAIL 6/P2.1 FOR MORE INFORMATION.	2"	1-1/2"	1/2"	1/2"	

NOTES:

1. PROVIDE ANGLE STOPS AT ALL FIXTURE SUPPLIES LINES AND ASSE 1070 POINT OF USE AT ALL LAV'S.
2. PROVIDE INSULATION KITS AT ALL ACCESSIBLE FIXTURES.
3. PROVIDE APPROVED P-TRAPS AT ALL APPLICABLE FIXTURES. PROVIDE OFFSET WASTE AS REQUIRED TO MAINTAIN CLEARANCES AT ACCESSIBLE FIXTURES.

PLUMBING SPECIFICATIONS / BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Materials and Methods

A. The Contractor shall furnish all labor and materials required for the work and as required to make complete systems. Materials shall be new, of first-class quality and shall be furnished complete including delivery, erection, finish and connections. Where a product is not named to establish quality or kind, the Contractor shall obtain approval of the Engineer prior to use of a product. Materials of domestic manufacturers shall have precedence in all materials supplied. All products shall be installed per manufacturer's instructions.

1.2 Expansion, Contraction, Vibration

A. Piping, duct work machinery and other equipment subject to shock, vibration or expansion and contraction are to be install in such a manner that such equipment will not be subject to undue strains or vibrations; either self-imposed by remote parts of same or other installations.

1.3 Operating and Maintenance Instructions

A. Before Owner acceptance of the work, provide detailed verbal instructions, for a period of two (1) day for a period of (4) hours to the Owner's operating personnel regarding the installed systems.

B. Furnish to the Owner two (2) sets of neatly bound and indexed operating and maintenance manuals for mechanical work consisting of the following:

1. Complete instruction manuals, including a description of operation for each piece of equipment.
2. Complete maintenance information, including when and where to lubricate, type of lubricant, when to change filters, etc.
3. Wiring diagrams.
4. Parts lists.
5. Temperature control wiring diagrams.
6. Manufacturer's literature on all equipment and systems.
7. Shop drawings for each piece of equipment.
8. As-built drawings (two sets).
9. Heating system piping and air systems duct balancing reports.

1.4 Identification

A. Identify all piping systems by stenciling system name and flow arrows onto piping insulation or use snap-on type indicators. Provide indicators at minimum 10'-0" centers and on each side of wall penetrations.

1.5 Record Drawings

A. As-built drawings shall be maintained as work on the building progresses and marked drawings shall be delivered to the Architect or Engineer immediately after completion of the job.

1.6 Shop Drawings

Provide electronic submittals in PDF format to the Architect, Mr. Tim VandeZande tim@TheArchitecturalGroup.com who will forward to the Engineer for review.

B. Items on which shop drawings shall be provided will include, but not be limited to, the following:

1. Plumbing Piping and Insulation.
2. Valves and Plumbing Accessories.
3. Plumbing Fixtures and trims.
4. Water Heater, Pump, Thermal Expansion Tank and Accessories.

1.7 Chlorination

A. Before being placed in service, water distribution lines shall be chlorinated after operating the circulating pumps and flushing water through the lines.

B. The rate of gas-water mixture flow shall be such that the proportion of gas-water flow to water entering the system shall yield a chlorine dosage throughout the piping of at least 50 parts per million.

C. During chlorination, all valves and other devices shall be operated.

D. Chlorinated water shall be held in the system for not less than 8 hours following which the entire system shall be flushed with fresh water.

1.8 Fire stopping

A. Fire stop all penetrations of rated walls, smoke partitions and floors with U.L. listed material. Each fire stopping material shall be installed according to it's U.L. listing. Submit copy of installation guidelines to the authority having jurisdiction before beginning installation.

PART 2 - PIPING MATERIALS AND METHODS

2.1 General

A. Hangers, Anchors, and Supports: All insulated piping shall be supported in such a way as to prevent crushing of the insulation and to allow for pipe expansion. Further, all cold piping shall be supported in such a way as to protect and maintain the insulation vapor barrier. All hangers coming in contact with copper piping shall be copper plated.

B. Piping shall be installed such that access and required maintenance clearance is allowed for all new and existing equipment.

C. Provide dielectric unions between cooper and steel piping.

D. Provide unions or flanged connections at all connections to equipment.

E. Each piece of equipment and each plumbing fixture shall be valved separately.

F. All exposed wall and floor penetrations located in occupied areas shall have chrome plated escutcheons.

G. All valves shall be located 10' or less above finished floor.

2.2 Plumbing - Piping and Fittings

A. Domestic Water Piping

1. Domestic hot and cold water piping shall be Type L hard drawn copper with wrought copper lead free sweat fitting or "Press Fit" fittings equal to Viega in sizes up through 2", ASTM B75, B88 and B251. Utilize type "K" or Flex tubing below the floor. Piping buried below the floor shall be continuous with no joints or splices.

B. Sanitary, Vent and Storm Water piping

1. Storm, Sanitary and Vent piping above and below the floor shall be Schedule 40 PVC with integral bell and spigot joints, ASTM D2665. Foam Core PVC piping NOT ALLOWED!

Storm, Sanitary and Vent piping in locations identified in the Apparatus Bay Area utilize the following.

1. Service class, cast-iron soil pipe and fittings; gaskets and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings; heavy-duty hubless-piping couplings and coupled joints.
3. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.

A. Compressed Air Piping

1. Compressed air piping shall be pre-galvanized schedule 40 steel pipe. Threader or "Press Fit" fittings equal to Viega in sizes up through 2".

C. Water Hammer Arresters.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Josam Company.
   b. MIFAB, Inc.
   c. Sioux Chief Manufacturing Company, Inc.
   d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
   e. Tyler Pipe; Wade Div.
   f. Watts Drainage Products Inc.
2. Furnish and install in accordance with ASSE 1010 and PDI-WH 201.
3. In the event of a water hammer issue after project completion the P.C. shall be responsible to trouble shoot and add water hammer arrester(s) as required until noise from system has ceased.

Part 3

3.1 Valves

A. Unless specified otherwise, furnish and install valves as manufactured by Crane, Hammond, Jenkins, Lunkenheimer, DeZurik, Homestead, ACF Keystone, Centerline, Conbraco (Apollo) and Jamesbury.

B. Use ball valves or butterfly valves or Gate Valves for shut-off applications.

C. Provide stop and drain valves at all low points such that the system is drainable.

D. Provide brass valve tags on each valve. Each tag shall be stamped with a unique identification number and system abbreviation (i.e. RCP-1, HH-1, etc.). Provide framed valve chart.

Part 4

4.1 PIPING INSULATION SCHEDULES

A. General:

1. Vapor Barrier - Foil and Reinforced White Kraft Paper.
2. Piping Sizes: NPS - Nominal Pipe Size
3. Utilize Zeston PVC encasing Elbows, End Caps, Etc..

INTERIOR DOMESTIC COLD WATER

PIPE SIZES (NPS)	MATERIALS	THICKNESS IN INCHES	VAPOR BARRIER REQ'D	FIELD APPLIED JACKET
ALL	GLASS FIBER	1/2"	YES	NONE

INTERIOR DOMESTIC HOT WATER, HOT WATER RECIRCULATING, STORM AND EM. STORM PIPING

PIPE SIZES (NPS)	MATERIALS	THICKNESS IN INCHES	VAPOR BARRIER REQ'D	FIELD APPLIED JACKET
1/2" TO 6""	GLASS FIBER	1"	YES	NONE

STORM DRAIN PANS: INSULATE WITH (2) LAYERS OF 1" ARMOFLEX, GLUED IN PLACE.

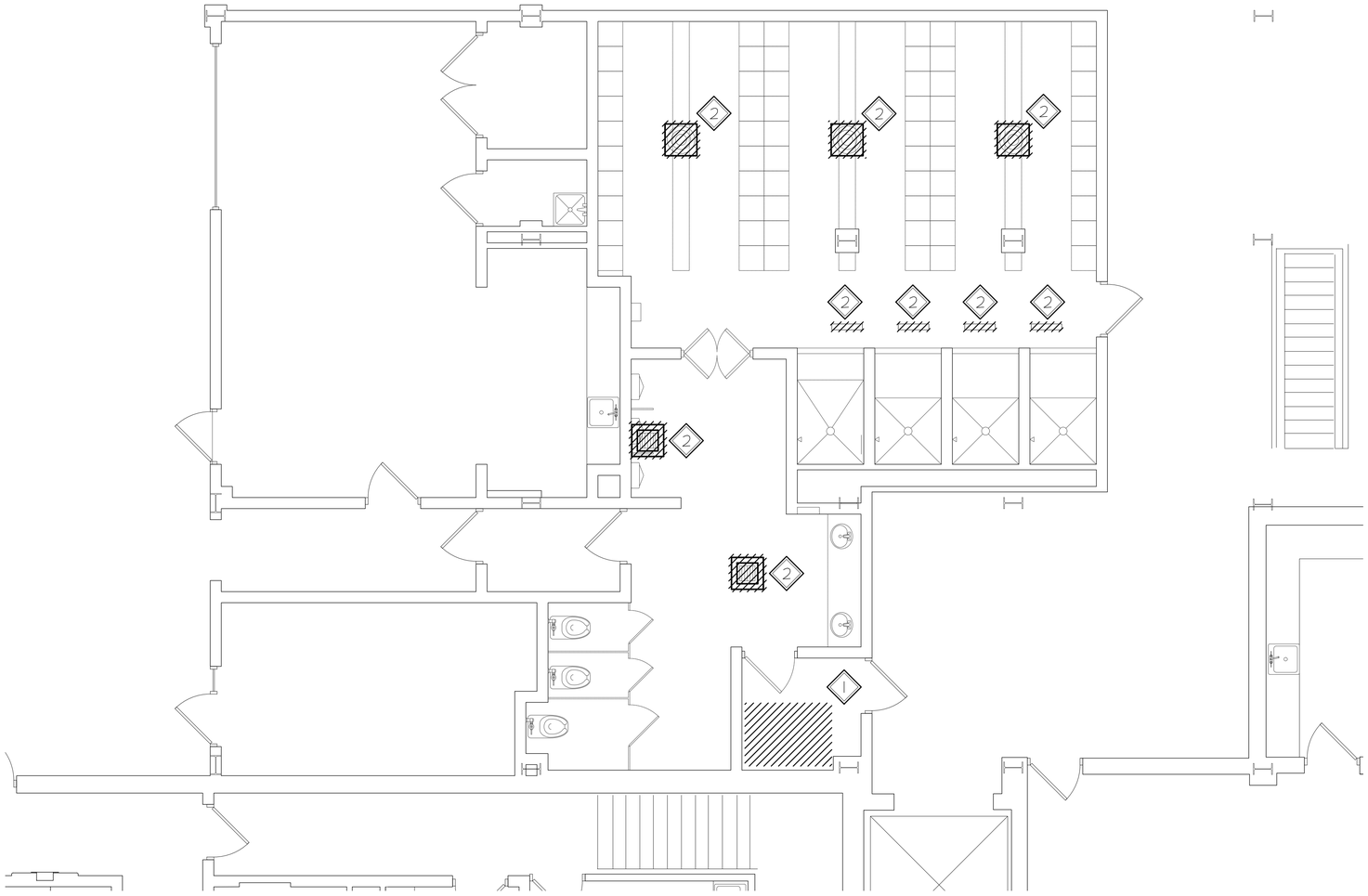
INTERIOR DOMESTIC HOT WATER and HOT WATER RECIRCULATING DIRECT BURIED PIPE

PIPE SIZES (NPS)	MATERIALS	THICKNESS IN INCHES	VAPOR BARRIER REQ'D	FIELD APPLIED JACKET
1/2" TO 1 1/2"	ARMAFLEX, TUFFCOAT	1" OR 25MM	YES	NONE

Note: Pipe drops shall be insulated where encased in masonry walls. The use of 3/4" Armoflex shall be allowed where piping in concealed in masonry walls.

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NORTH

MECHANICAL DEMOLITION PLAN

0 1/2" 1" 2"

MECHANICAL DEMOLITION KEY NOTES

1. REMOVE EXISTING DRYER EXHAUST SYSTEM. NEW DRYER & DRYER EXHAUST TO BE ADDED. SEE NEW WORK PLAN FOR MORE INFORMATION.
2. REMOVE EXISTING GRILL/DIFFUSER. M.C TO TIE NEW GRILL/DIFFUSER INTO EXISTING DUCT WORK. SEE NEW WORK PLAN FOR MORE INFORMATION.

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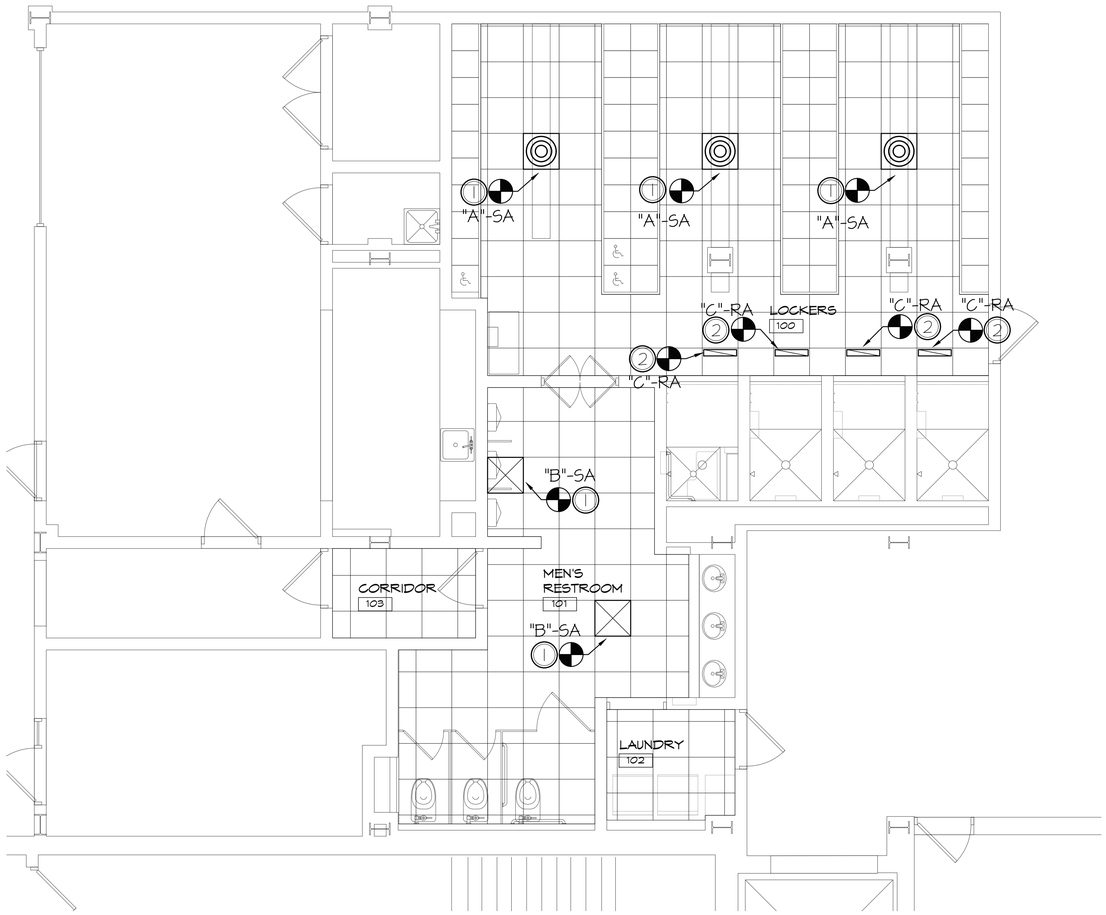
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NORTH

MECHANICAL FLOOR PLAN

0 1/2" 1" 2"

MECHANICAL PLAN NOTES

1. CONNECT NEW SUPPLY DIFFUSER TO EXISTING DUCTWORK FROM DEMOLISHED DIFFUSER. M.C TO VERIFY EXISTING CFM REQUIREMENTS AND MATCH BALANCING OF NEW DIFFUSER.
2. CONNECT NEW RETURN GRILL TO EXISTING DUCTWORK FROM DEMOLISHED GRILL. M.C TO VERIFY EXISTING CFM REQUIREMENTS AND MATCH BALANCING OF NEW DIFFUSER.

MECHANICAL GENERAL NOTES

1. ALL ELBOWS WITH TURNING VANES SHALL BE AERO DYNE HIGH EFFICIENT TURNING VANES.
2. UNLESS OTHERWISE NOTED, SUPPLY, RETURN AND EXHAUST DUCT SHALL BE THE SAME SIZE AS THE NECK SIZE OF THE GRILLE OR DIFFUSER.
3. ALL WORK SHOWN ON THIS PLAN TO BE COORDINATED WITH ALL OTHER TRADES PRIOR TO FABRICATION AND INSTALLATION.
4. ALL DUCT DIMENSIONS ARE INSIDE DIMENSIONS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF DUCTING SYSTEMS. THIS CONTRACTOR SHALL INSTALL DUCTING SO AS TO NOT INTERFERE WITH THE REMOVAL AND/OR SERVICING OF SYSTEMS.
6. ALL SUPPLY, RETURN AND EXHAUST DUCT ELBOWS SHALL BE SMOOTH RADIUS ELBOWS WITH THE INSIDE RADIUS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. ALL 90° MITERED ELBOWS SHALL HAVE TURNING VANES.

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Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG
Architecture and Planning

Dr. JLF
Ap. JM

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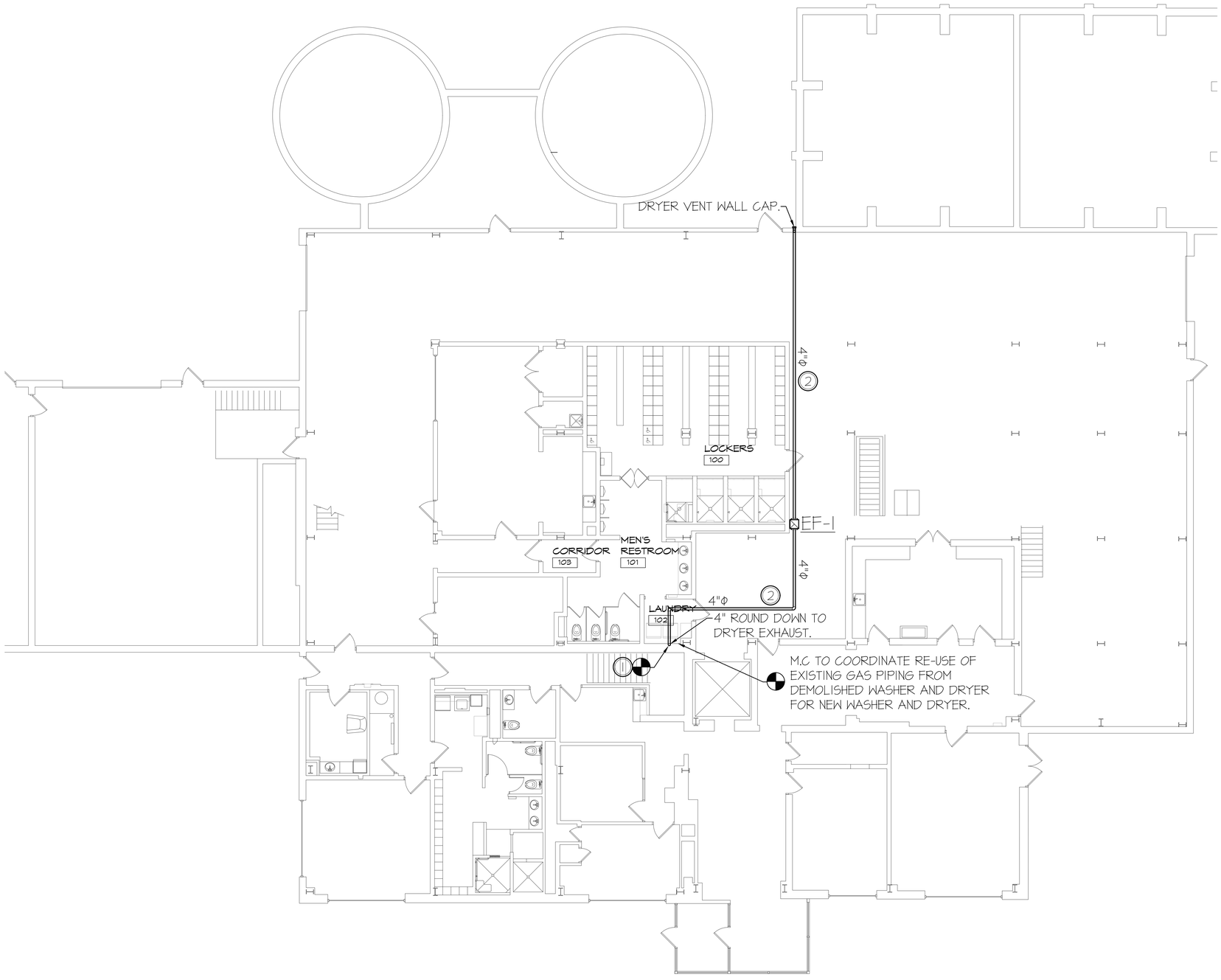
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MECHANICAL PLAN NOTES

1. CONNECT NEW 4" ROUND EXHAUST DUCT WORK TO NEW DRYER EXHAUST. RUN EXHAUST IN CEILING AND DOWN WALL FOR ROUTING. M.C TO FOLLOW MANUFACTURERS INSTRUCTIONS FOR INSTALLATION.
2. M.C TO COORDINATE WITH EXISTING SYSTEMS AND CONDITIONS ON ROUTING NEW 4" ROUND EXHAUST DUCTWORK AS HIGH AS POSSIBLE.

MECHANICAL GENERAL NOTES

1. ALL ELBOWS WITH TURNING VANES SHALL BE AERO DYNE HIGH EFFICIENT TURNING VANES.
2. UNLESS OTHERWISE NOTED, SUPPLY, RETURN AND EXHAUST DUCT SHALL BE THE SAME SIZE AS THE NECK SIZE OF THE GRILLE OR DIFFUSER.
3. ALL WORK SHOWN ON THIS PLAN TO BE COORDINATED WITH ALL OTHER TRADES PRIOR TO FABRICATION AND INSTALLATION.
4. ALL DUCT DIMENSIONS ARE INSIDE DIMENSIONS.
5. INSTALLING CONTRACTOR SHALL USE EXTREME CAUTION TO COORDINATE THE EXACT ROUTING AND ELEVATION OF DUCTING SYSTEMS. THIS CONTRACTOR SHALL INSTALL DUCTING SO AS TO NOT INTERFERE WITH THE REMOVAL AND/OR SERVICING OF SYSTEMS.
6. ALL SUPPLY, RETURN AND EXHAUST DUCT ELBOWS SHALL BE SMOOTH RADIUS ELBOWS WITH THE INSIDE RADIUS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. ALL 90° MITERED ELBOWS SHALL HAVE TURNING VANES.

NORTH

MECHANICAL DRYER EXHAUST PLAN

0 1/2" 1" 2"

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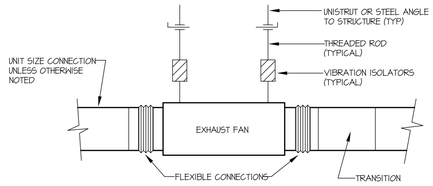
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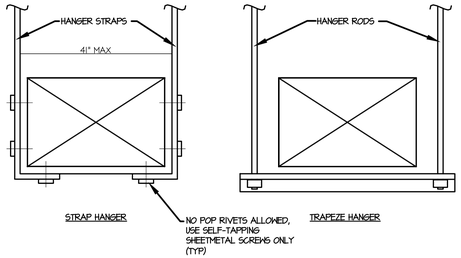
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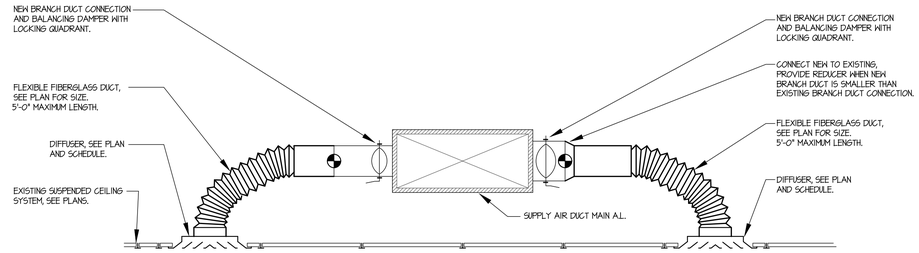
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1 / M2.1 INLINE EXHAUST FAN DETAIL
SCALE: NO SCALE



2 / M2.1 DUCT HANGER DETAIL
SCALE: NO SCALE



3 / M2.1 DUCT CONNECTION DETAIL
SCALE: NO SCALE

GENERAL MECHANICAL NOTES:

1. COMPLY WITH ALL APPLICABLE LOCAL, STATE AND/OR REGULATORY AGENCIES, CODES AND REGULATIONS FOR ALL NEW WORK.
2. ALL WORK SHALL BE PERFORMED BY LICENSED CONTRACTORS AND SUBCONTRACTORS AS REQUIRED BY LAW.
3. LOCATE EXHAUST OUTLETS OF VENTILATION SYSTEMS, COMBUSTION EQUIPMENT STACKS, & PLUMBING VENTS AT LEAST 10 FEET FROM OUTDOOR AIR INTAKES.
4. NOTIFY OWNER OF ANY PIPING OR DUCTWORK DEMOLITION THAT MAY AFFECT NORMAL OPERATION OF OTHER AREAS.
5. THE CONTRACTOR SHALL FIELD VERIFY THE SIZES, LOCATION, ELEVATIONS, AND DETAILS OF ALL EXISTING CONDITIONS THAT MAY AFFECT THE WORK BEFORE START OF CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER OF DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
6. INSTALLING CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL EQUIPMENT AND MATERIALS IN A "NEW" CONDITION DURING CONSTRUCTION.
7. ALL DUCT DIMENSIONS SHOWN ARE INSIDE CLEAR DIMENSION.
8. ALL EXPOSED ROUND DUCTWORK SHALL BE SPIRAL, UNLESS OTHERWISE NOTED.
9. INSTALL MECHANICAL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE, AND REPAIR OR REPLACEMENT OF EQUIPMENT COMPONENTS. AS MUCH AS PRACTICAL, CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS.
10. PROVIDE ALL MISCELLANEOUS STEEL AND ITEMS REQUIRED FOR THE PROPER INSTALLATION OF ALL PIPE, SHEET METAL AND EQUIPMENT.
11. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR COMMUNICATION ROOMS.
12. DO NOT RUN ANY PIPING OR DUCTWORK INTO THE ELECTRICAL ROOM UNLESS DEDICATED TO SERVE THAT ROOM.

EXHAUST FAN SCHEDULE

SYM	CFM	ESP	FPM	SONES	BDD/CURB	H.P.	V	Φ	REMARKS
EF-1	72	1.22	2,320	4	NO/NO	584 WATTS	120	1	EQUAL TO FANTECH MODEL DBF 110.

NOTES:
1. M.C. TO COORDINATE CONTROLS BY MANUFACTURERS INSTRUCTIONS.

GRILLE AND DIFFUSER SCHEDULE

TYPE	DESCRIPTION
"A"	CEILING MOUNTED SUPPLY AIR DIFFUSER FOR T-BAR GRID SYSTEM. ALL STEEL CONSTRUCTION, 24"x24" FACE, ROUND NECK, AS NOTED ON DRAWINGS, OPPOSED BLADE DAMPER AND ADJUSTABLE VANES. FINISH SHALL BE BAKED OFF-WHITE ENAMEL. EQUAL TO TITUS MODEL PDS.
"B"	CEILING MOUNTED SUPPLY AIR DIFFUSER FOR T-BAR GRID SYSTEM. ALL STEEL CONSTRUCTION, 24"x24" FACE, ROUND NECK, AS NOTED ON DRAWINGS, OPPOSED BLADE DAMPER AND ADJUSTABLE VANES. FINISH SHALL BE BAKED OFF-WHITE ENAMEL. EQUAL TO TITUS MODEL TMSA.
"C"	CEILING MOUNTED RETURN AIR GRILLE FOR T-BAR GRID SYSTEM. ALL STEEL CONSTRUCTION WITH PERFORATED FACE. 6X12 FACE, NECK SIZE AS NOTED ON DRAWINGS AND OPPOSED BLADE DAMPER. FINISH SHALL BE BAKED OFF-WHITE ENAMEL. EQUAL TO TITUS MODEL LL-1.

MECHANICAL PIPING

- BF — BOILER FEED PIPING
- ST (0-20#) — LOW PRESSURE STEAM (0-20 LBS.)
- ST (16#) — HIGH PRESSURE STEAM (15 LBS. & ABV.)
- LPC — LOW PRESSURE STEAM CONDENSATE
- HPC — HIGH PRESSURE STEAM CONDENSATE
- PC — PUMPED STEAM CONDENSATE
- R — REFRIGERANT
- RD — REFRIGERANT DISCHARGE
- RS — REFRIGERANT SUCTION
- C — CONDENSER WATER SUPPLY
- CR — CONDENSER WATER RETURN
- CHWS — CHILLED WATER SUPPLY
- CHWR — CHILLED WATER RETURN
- HWS — HOT WATER SUPPLY
- HWR — HOT WATER RETURN
- SMS — SNOW MELT SUPPLY
- SMR — SNOW MELT RETURN
- HPWS — HEAT PUMP WATER SUPPLY
- HPWR — HEAT PUMP WATER RETURN
- G — GAS

- AIR LINE VALVE
- BACK FLOW PREVENTOR
- BALANCING VALVE
- BALL VALVE
- BUTTERFLY VALVE
- CHECK VALVE
- CIRCUIT SETTER
- GAS COCK
- GATE VALVE
- GLOBE VALVE
- PRESSURE REDUCING VALVE
- RELIEF VALVE (OR)
- RISE AND DROP VALVE
- SOLENOID VALVE
- THREE WAY VALVE
- TWO WAY VALVE
- ALIGNMENT GUIDE
- ANCHOR, INTERMEDIATE

- EXPANSION JOINT / FLEXIBLE CONNECTION
- EXPANSION LOOP
- FLOW ARROW
- FLOWMETER, ORIFICE
- F.S. FLOWSWITCH
- PIPING CAP
- WALL CLEAN OUT (WCO)
- PIPING CONTINUATION
- PIPE DROP, BOTTOM
- PIPE DROP
- PIPE RISE
- R PITCH OF PIPE, RISE (R) DROP (D)
- PRESSURE GAUGE AND COCK

- P.S. PRESSURE SWITCH
- PUMP
- REDUCER, CONCENTRIC
- SILL COCK
- STRAINER
- STRAINER, WITH BLOWDOWN
- THERMOMETER
- THERMOMETER WELL
- TRAP, STEAM
- UNION

MECHANICAL ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
AC	AIR COMPRESSOR
AHU	AIR HANDLING UNIT
AS	AIR SEPARATOR
AC	ARCHITECTURAL TRADES CONTRACTOR
B	BOILER
BAS/BMS	BUILDING AUTOMATION SYSTEM
CAF	COMBUSTION AIR FAN
CC	COOLING COIL
CFM	CUBIC FEET PER MINUTE
CHLR	CHILLER
CHP	CONSOLE HEAT PUMP
CHWS	CHILLED WATER SUPPLY
CHWR	CHILLED WATER RETURN
CONV	CONVECTOR
CT	COOLING TOWER
CU	CONDENSING UNIT
CUH	CABINET UNIT HEATER
CV	CONTROL VALVE
DB	DRY BULB
DFU	DUCT FURNACE
DIA	DIAMETER
DN	DOWN
DPR	DAMPER
DS	DUCT SILENCER
EAT	ENTERING AIR TEMPERATURE
EF	EXHAUST FAN
EG	EXHAUST GRILLE
EC	ELECTRICAL TRADES CONTRACTOR
ETR	EXISTING TO REMAIN
EVR	EVAPORATOR
EWT	ENTERING WATER TEMPERATURE
EXH	EXHAUST
EXIST	EXISTING
EX.	EXISTING
X-	EXISTING
FF	FINISH FLOOR
FPM	FEET PER MINUTE
FT	FEET
FTR	FINNED TUBE RADIATION
FU	FURNACE
GAL	GALLON
GFRH	GAS FIRED RADIANT HEATER
GR	GRILLE
H	HUMIDIFIER
HC	HEATING COIL
HD	HEAD (FT)
HP	HORSE POWER
HHP	HORIZONTAL HEAT PUMP
HTG	HEATING
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
HX	HEAT EXCHANGER
ID	INSIDE DIAMETER
I.E.	INVERT ELEVATION
IH	INTAKE HOOD
LAT	LEAVING AIR TEMPERATURE
LH	LATENT HEAT (MBH)
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MBH	BTU PER HOUR (THOUSAND)
MIN	MINIMUM
MC	MECHANICAL TRADES CONTRACTOR
N.C.	NOISE CRITERIA
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NTS	NOT TO SCALE
P	PUMP
PC	PUMPED CONDENSATE RETURN
PD	PRESSURE DROP
RCP	RADIANT CEILING PANEL
REQ'D	REQUIRED
RG	RETURN GRILLE
RH	RELATIVE HUMIDITY
RLH	RELIEF HOOD
RLA	RELIEF AIR
RTU	ROOF TOP UNIT
SD	SUPPLY DIFFUSER
SF	SUPPLY FAN
SG	SUPPLY GRILLE
SH	SENSIBLE HEAT (MBH)
SM	SHEET METAL
SQ. FT.	SQUARE FEET
SST	SATURATED SUCTION TEMPERATURE
STR	STRAINER
TC	TOTAL COOLING (MBH)
TCL	TEMPERATURE CONTROL
T&P	TEMPERATURE & PRESSURE RELIEF VALVE
TYP	TYPICAL
UH	UNIT HEATER
VAV	VARIABLE AIR VOLUME BOX
VRH	VARIABLE AIR VOLUME REHEAT BOX
FPVAV	FAN POWERED VARIABLE AIR VOLUME BOX
V.F.D.	VARIABLE FREQUENCY DRIVE
ZD	ZONE DAMPER

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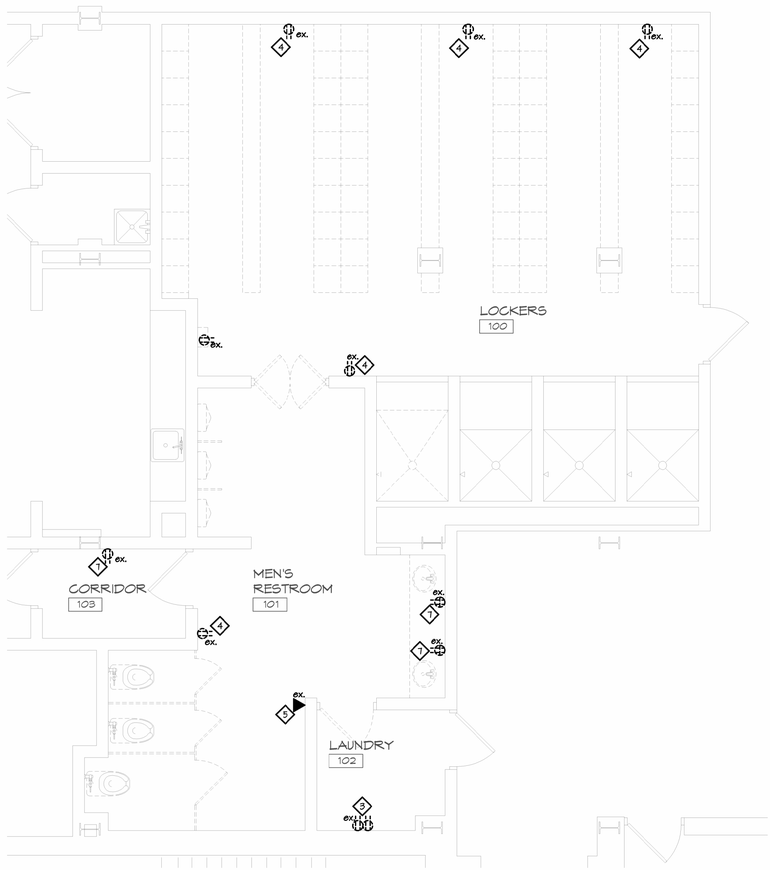
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GENERAL DEMOLITION NOTES

1. E.C. SHALL DISCONNECT, REMOVE AND DISPOSE OF PROPERLY ALL RECEPTACLES, LIGHTS, CONDUIT, ETC., SHOWN DASHED.
2. E.C. SHALL MAINTAIN CIRCUIT INTEGRITY OF ALL CIRCUITS PASSING THROUGH THE AREA OF WORK AND SERVING OTHER AREAS.
3. E.C. SHALL VERIFY ALL CIRCUITING PRIOR TO STARTING DEMOLITION.

DEMOLITION PLAN NOTES

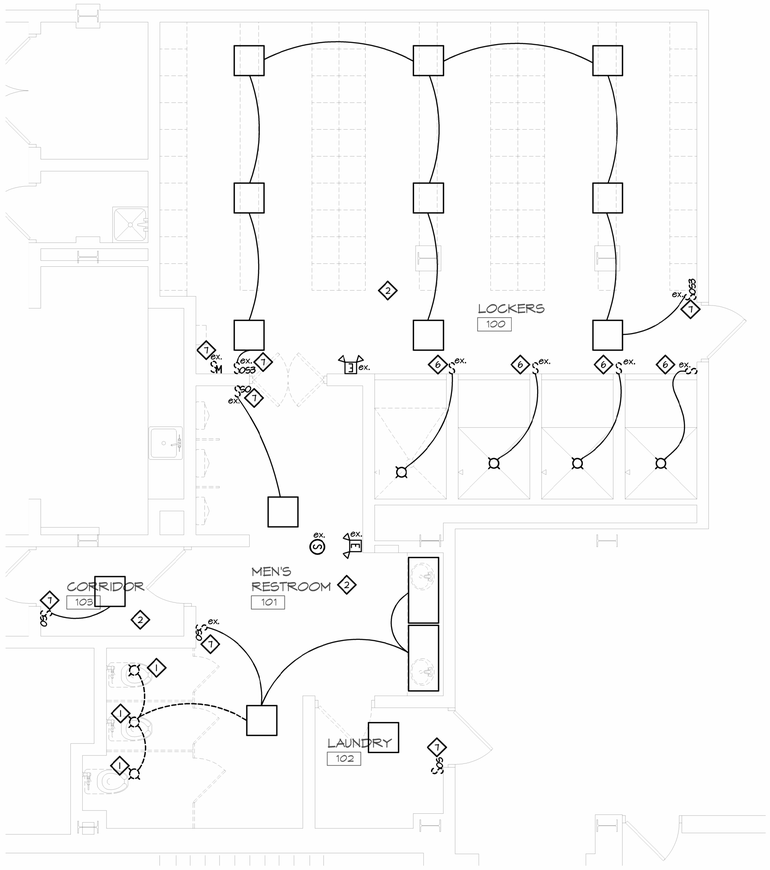
1. E.C. SHALL DISCONNECT, REMOVE AND RE-INSTALL EXISTING DOWNLIGHTS. SEE REVISED LIGHTING PLAN FOR LOCATION.
2. E.C. SHALL TEMPORARY SUPPORT EXISTING 2X2 AND 2X4 LIGHTING FIXTURES IN THE AREA OF REMODEL TO ACCOMMODATE A NEW CEILING SYSTEM.
3. EXISTING QUAD RECEPTACLE SERVING WASHER AND DRYER. E.C. SHALL VERIFY THAT BOTH RECEPTACLES ARE BEING SERVED BY A DEDICATED CIRCUIT. E.C SHALL PROVIDE (1) NEW DEDICATED CIRCUIT AND WIRE EACH RECEPTACLE TO ITS OWN CIRCUIT. E.C. SHALL PROVIDE NEW RECEPTACLES IN NEW FURRED OUT WALL. E.C. SHALL PROVIDE A NEW GFCI BREAKER TO SERVE EACH RECEPTACLE.
4. E.C. SHALL REMOVE EXISTING RECEPTACLE AND REPLACE WITH NEW GFCI TYPE RECEPTACLE.
5. E.C. SHALL DISCONNECT, REMOVE AND RELOCATE EXISTING TELEPHONE OUTLET
6. E.C. SHALL REMOVE AND REPLACE EXISTING DEVICE AND COVER PLATE. EXISTING WALL IS BEING FURRED OUT 1/2". E.C. SHALL PROVIDE BOX EXTENSION.
7. E.C. SHALL REMOVE AND REPLACE EXISTING DEVICE AND COVER PLATE.



NORTH

DEMOLITION POWER PLAN

0 2' 4' 8'



NORTH

DEMOLITION LIGHTING PLAN

0 2' 4' 8'

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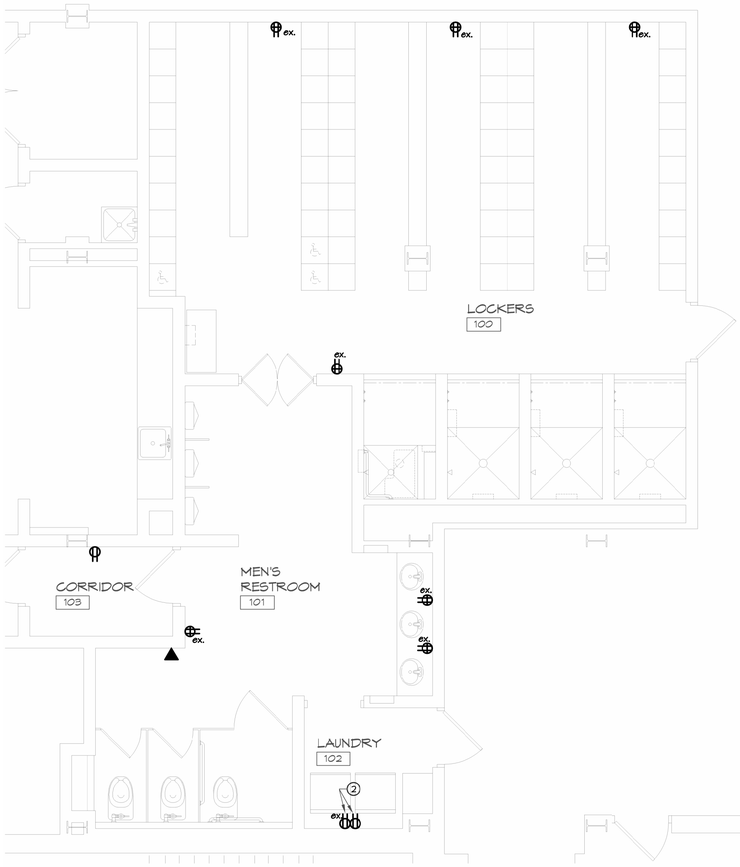
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GENERAL PLAN NOTES

1. ELECTRICAL TRADES SHALL COORDINATE ALL WORK AND PROJECT PHASING WITH GENERAL CONTRACTOR, OTHER TRADES AND OWNER PRIOR TO COMMENCEMENT OF ANY WORK.
2. ELECTRICAL TRADES SHALL MAINTAIN WORK AREA IN A NEAT AND ORDERLY STATE. DISPOSE OF CONSTRUCTION DEBRIS ON A DAILY BASIS.
3. ALL CUTTING, PATCHING AND ASSOCIATED COSTS SHALL BE THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR OR SUBCONTRACTOR. ACTUAL PATCHING AND FINISHING OF SURFACES SHALL BE PERFORMED BY TRADESMEN QUALIFIED AND LICENSED FOR THE SPECIFIC WORK TO BE PERFORMED. THIS CONTRACTOR SHALL COORDINATE THIS WORK WITH THE OWNER AND ARCHITECTURAL TRADES.
4. E.C. SHALL COORDINATE WITH ARCHITECT AND OWNER FOR DEVICE COLOR PER SPACE INSTALLED PRIOR TO PURCHASE.
5. E.C. SHALL COORDINATE ALL NEW DEVICE LOCATIONS WITH OWNER AND ARCHITECTURAL FURNITURE LAYOUT PRIOR TO COMMENCEMENT OF ANY WORK.

POWER & LIGHTING PLAN NOTES

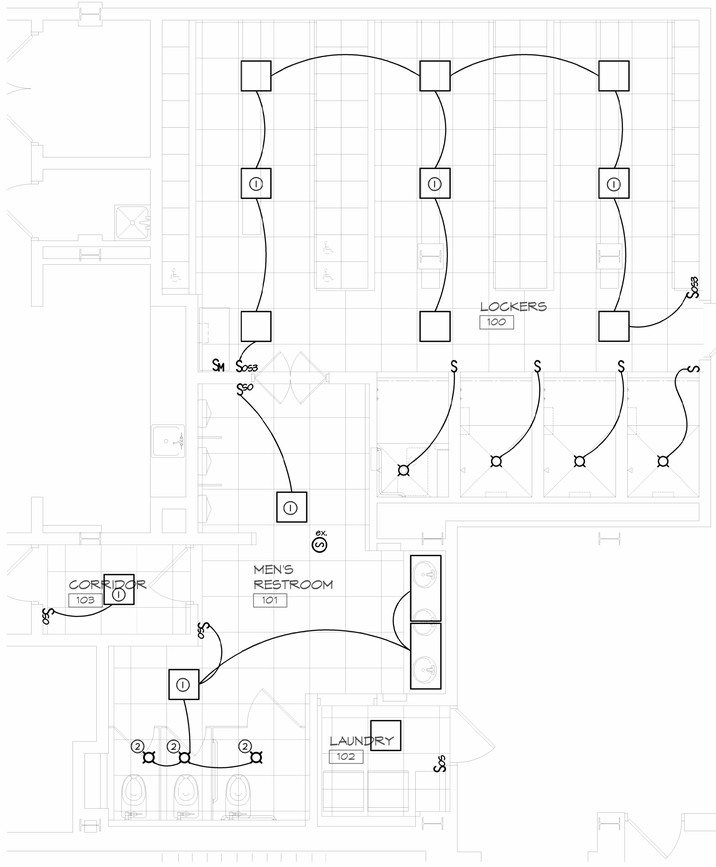
1. E.C. SHALL PROVIDE 10TA #LBLF GP10 HE SD A 10 WATT CONSTANT POWER EMERGENCY DRIVER INTO EXISTING FIXTURE FOR EMERGENCY LIGHTING.
2. EXISTING RECESSED DOWNLIGHT INSTALLED IN NEW CEILING SYSTEM.
3. (2) NEW DEDICATED CIRCUITS WITH (2) NEW GFCI BREAKERS TO SERVE NEW COMBINATION WASHER/DRYER. CIRCUIT TO EXISTING SQUARE "D" PANELBOARD "LP-L2-A".



NORTH

REVISED POWER PLAN

0 2' 4' 8'



NORTH

REVISED LIGHTING PLAN

0 2' 4' 8'

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ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION		NOTES
$OS	WALL MOUNTED OCCUPANCY SWITCH	SENSORSWITCH # WSXA PDT MH	MT. 46" A.F.F. TO CENTERLINE OF BOX
$3	THREE-WAY TOGGLE SWITCH	SEE SPECS	MT. 46" A.F.F. TO CENTERLINE OF BOX
$DOS	WALL MOUNTED OCCUPANCY SWITCH WITH DIMMING	SENSORSWITCH # WSXA PDT D MH	MT. 46" A.F.F. TO CENTERLINE OF BOX
$1	WALL MOUNTED OCCUPANCY SWITCH	EATON # CWH-D-1001-MV	MT. 46" A.F.F. TO CENTERLINE OF BOX
$L	LOW VOLTAGE SWITCH WITH RAISE/LOWER TWO OR FOUR BUTTON.	NLIGHT #RPODLA DX MVOLT MH 62, #RPODLA 45 DX MVOLT MH 62	
PP	POWER PACK	NLIGHT #RPP20 D 24V EFP 62	
OS	OCCUPANCY SENSOR	NLIGHT # RCMS PDT 10 AR 62	
PCP	PROCESSOR CONTROLLED TIME CLOCK PANEL	NLIGHT #NECY MVOLT ENG WITH #NECYD NLTAIR 62	LOCATE PANEL IN ELECTRICAL ROOM AND MOUNT ANTENNA ON THE OUTSIDE OF THE ROOM.
C.D.	CORD DROP FROM JOIST	SEE DETAIL THIS SHEET	CORD SHALL HANG WITHIN 3' OF THE FLOOR.
	DUPLEX RECEPTACLE	SEE SPECS	MT. 18" A.F.F. TO BOTTOM OF BOX
	GFI DUPLEX RECEPTACLE	SEE SPECS	MT. 18" A.F.F. TO BOTTOM OF BOX
EWC	ELECTRIC WATER COOLER RECEPTACLE	SEE SPECS	MT. 24" ABOVE FINISH FLOOR
WP	WEATHER PROOF GFI RECEPTACLE	SEE SPECS	MT. 24" ABOVE GRADE
AC	DUPLEX CONVENIENCE OUTLET MTD. "ABOVE COUNTER"	SEE SPECS	MT. 8" ABOVE COUNTER TO BOTTOM OF BOX, UNLESS NOTED OTHERWISE. SEE CABINET DRAWINGS.
TV	DISPLAY MONITOR/TV	RG6A CABLE	SEE PLANS
	SPECIAL CONNECTION (HARDWIRE)	SEE PLANS	
	SPECIAL RECEPTACLE	SEE PLANS	
WAP	CEILING MOUNTED WIRELESS ACCESS POINT	4 SQUARE BOX WITH SINGLE GANG PLASTER RING AND 3/4" C. TO ACCESSIBALE CEILING. PROVIDE BLUE CAT6 TO NEAREST I.T. SERVER ROOM. TEST, TERMINATE AND LABEL.	
S	SPEAKER		
	DATA OUTLET	4 SQUARE BOX WITH SINGLE GANG PLASTER RING AND 3/4" C. TO ACCESSIBALE CEILING. PROVIDE (1) BLUE CAT6 AND (1) YELLOW CAT6 TO NEAREST I.T. SERVER ROOM. TEST, TERMINATE AND LABEL.	MT. 18" A.F.F. TO BOTTOM OF BOX, UNLESS NOTED. PROVIDE J-HOOKS ABOVE CEILING.
	FIRE ALARM BELL		
WFS	WATER FLOW SWITCH	SEE SPECS	
	AUDIO/VISUAL DEVICE	SEE SPECS, SIDE WALL DEVICES SHALL BE SURFACE MOUNTED AND PROJECTION BOOTH WALL DEVICES SHALL USE A RECESSED BACKBOX.	MT. 88" A.F.F. TO CENTERLINE OF BOX, OR ON THE CEILING
SD	SMOKE DETECTOR	SEE SPECS	
SD	DUCT SMOKE DETECTOR	SEE SPECS	
F	FIRE ALARM PULL STATION	SEE SPECS	
F	WALL MOUNTED FIRE ALARM AUDIO/STROBE	SEE SPECS	VARIES
	TWO DIRECTIONAL FIRE ALARM SPEAKER	SEE SPECS	VARIES
S	FIRE ALARM VISUAL DEVICE	SEE SPECS	MT. 88" A.F.F. TO CENTERLINE OF BOX
FACP	FIRE ALARM CONTROL PANEL	SEE SPECS	
	PANEL BOARD SURFACE	SEE SPECS	
	CARD ACCESS	ROUGH-IN BOX AND CONDUIT TO ACCESSIBLE CEILING, 3" TO CENTER OF BOX. SEE DETAIL	
	ELECTRIC STRIKE	SEE DETAIL	
CCTV	SECURITY CAMERA	PROVIDE WHITE CAT6 TO NEAREST I.T. SERVER ROOM LEAVE 15' COIL AT CAMERA LOCATION. TEST, TERMINATE AND LABEL.	
T	TRANSFORMER	SEE SPECS	
	SINGLE PHASE MOTOR	SEE PLANS	
	THREE PHASE MOTOR	SEE PLANS	
	FUSIBLE DISCONNECT SWITCH	SEE PLANS	
	NONFUSIBLE DISCONNECT SWITCH	SEE PLANS	
	HOME RUN	SEE PLANS	
	SURFACE, RECESSED OR PENDANT MOUNTED LIGHT FIXTURE		COORDINATE MOUNTING WITH LOCATION ON PLANS.
	WALL MOUNTED FIXTURE		COORDINATE MOUNTING WITH LOCATION ON PLANS.
	2X4 SURFACE OR RECESSED MOUNTED LIGHT FIXTURE		COORDINATE MOUNTING WITH LOCATION ON PLANS.
	1X4 SURFACE OR RECESSED MOUNTED LIGHT FIXTURE		COORDINATE MOUNTING WITH LOCATION ON PLANS.
	SURFACE MOUNTED OR CHAIN HUNG STRIP LIGHT		COORDINATE MOUNTING WITH LOCATION ON PLANS.

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616.531.7040 TheArchitecturalGroup.com

Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
8.22.24	Bids & Constr.

File No. 2024-24

Drawing

E2.1

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REC # 5176

DIVISION 16 - ELECTRICAL

SECTION 16000 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplemental Conditions and DIVision 1 Specifications sections, apply to the work of all DIvision 16 Sections.

1.2 General

A. The work in this division consists of furnishing all labor and materials, accessories, equipment, transportation, supervision, startup services, instructions, permits and incidentals, and related items necessary to complete installation and successfully test, startup and operate, in a practical and efficient manor, all electrical work and systems indicated on the drawings and described in each Section of this DIvision.

B. The work shall also include any items which, while not specifically included in these specifications or drawings, are reasonable and properly interable therefrom or are accepted trade practice or necessary for the proper completion of this System.

C. All materials used shall be new, in good condition and shall bear the U.L. label or listing.

D. Electrical Drawings and Specifications are intended to supplement each other and all work specified or indicated in either shall be provided. Should the drawings disagree in themselves or with the specifications, the better quality or greater quantity shall be provided.

1.3 Codes, ordinances, permits, fees or assessments

A. All work and materials shall be installed in accordance with the standards as described by all applicable federal, state and local codes and ordinances including the Michigan Electric Code, the Michigan Building Code, MIOSHA and ADA. The Electrical Trades shall be responsible for obtaining all necessary permits and inspections and shall include the cost of all such in his proposal. After completion of the work, the Electrical Trades shall furnish to the Owner a certificate of final inspection and approval from the Inspection Bureau having jurisdiction.

1.4 Pre-bid Inspections

A. The electrical contractor shall visit the job site before submitting his bid to familiarize himself with the actual job conditions and to check for interferences between his work and the work of other trades and/or apparent violations of any applicable codes or ordinances. Contractor shall report any violations found to the Owner.

1.5 Warranty

A. All labor, materials and equipment shall be guaranteed by the Contractor and/or warranted by the manufacturer for one (1) calendar year after date of final acceptance, except where specific, longer periods are specified. Make all necessary alterations, repairs, adjustments and replacements during guarantee period as directed by Engineer to comply with drawings and specifications. Such work shall be at no cost to the owner.

1.6 Operating and Maintenance Instructions

A. Refer to division 1.

B. Before Owner acceptance of the work, provide detailed verbal instructions, for a period of two (1) day at four (4) hours per day, to the Owner's operating personnel regarding the installed systems.

C. Furnish to the Owner (3) sets of neatly bound and indexed operating and maintenance manuals for electrical work consisting of the following:

1. Complete instruction manuals, including a description of operation for each piece of equipment.
2. Complete maintenance information.
3. Wiring diagrams.
4. Parts lists.
6. Manufacturer's literature on all equipment and systems.
7. Shop drawings for each piece of equipment.
8. As-built drawings (two sets).
9. Warranties

1.7 Record Drawings

A. Refer to Division 1 Specifications

1.8 Product Literature Submittals

A. Refer to DIvision 1 Specifications

B. Items on which product literature shall be provided will include, but not be limited to, the following:

1. Transformers
2. Panelboards, Switchboards, Starters, Disconect Switches and Fuses
3. Lighting Fixtures
4. Buss Duct

C. Provide manufacturers standard color chips along with product submittals for all products that require selection of cabinet or enclosure color.

D. Product Options and Substitutions: Refer to the Instructions to Bidders and DIvision 1 for requirements in selecting products and requesting substitutions.

SECTION 16010 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Quality Assurance

A. All Work shall be performed by persons who are experienced in the appropriate Trade.

B. Materials shall be new, of first-class quality and shall be furnished complete including delivery, erection, finish and connections.

C. Where a product is not named to establish quality or kind, the Contractor shall obtain approval of the Engineer prior to use of a product.

D. Where products are named by make and model number, these products are the basis of the System design. Where products by other approved manufacturers are used, the contractor shall include in his bid all additional work required for installation of that product, including work of other trades. Contractor shall also be responsible for verifying that equipment will fit into space provided and shall pay all additional costs associated with all such equipment that will not fit into the space provided.

E. When two or more items of the same equipment are required (lighting fixtures, wiring devices, panel-boards, transformers, electronic ballast, etc.) they shall be of the same manufacturer.

F. Provide products which are compatible within systems and with other connected items.

G. All Work shall be coordinated and Scheduled with the Owners Representative / Project Manager.

PART 2 - PRODUCTS

2.1 WIRING MATERIALS

A. Feeders: Stranded copper conductor, 600 Volt insulation, rated a minimum 90° C, Minimum Size #12 AWG, Type THHN or XHHW in minimum 3/4" EMT type conduit unless otherwise approved.

B. Branch Circuits for lighting, receptacles and power loads with Minimum Circuit Ampacity of 20 Amperes or less: Home runs shall be stranded copper conductor, rated a minimum 90° C, Minimum Size #12 AWG, Type THHN or THWN in minimum 3/4" EMT type conduit unless otherwise approved. Type "AC" cable may be used for whips.

C. Use color coded conductors as follows:

208Y/120V	Phases:	Black, Red and Blue
	Neutral:	White
	Ground:	Green
480Y/277	Phases:	Brown, Orange and Yellow
	Neutral:	Grey
	Ground:	Green

2.2 ELECTRICAL SUPPORTING MEANS

A. Use galvanized steel or nonmetallic supports in wet and damp locations.

B. Strength of supports: Adequate to carry all present and known future loads times a safety factor of at least 2.

PART 3 - EXECUTION

3.1 General

A. All equipment installations shall be according to the product manufacturer's written installation instructions.

B. Coordinate Electrical equipment and materials installations with all new and existing building components. Route all conduits in spaces indicated and as job conditions warrant; arranged for most convenient servicing access and with due consideration given to other installers' work. If final locations of Electrical Equipment vary from those shown on the plans, Electrical Installer shall coordinate with all affected trades at no added cost to the owner.

C. Arrange for chases, slots and openings in other building components to allow for electrical installations.

D. Phase and schedule in accordance with the construction phases as indicated in Division 1.

E. Rough-In: Verify final locations for rough-ins by field measurements. Refer to construction documents and equipment submittals for rough-in requirements.

F. Locate, identify and protect mechanical and electrical services passing through remodeling or demolition area and serving other areas required to be maintained operational. When transit services must be interrupted, notify the Owners representative / Construction Manager and provide temporary services if required.

G. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components as they are constructed.

H. Sequence, coordinate and integrate the installations of Electrical materials and equipment for efficient flow of Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.

I. Where mounting heights are not detailed or dimensioned, install electrical services and overhead equipment to provide the maximum headroom possible.

J. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

K. Coordinate connection of mechanical systems with exterior utilities and services. Comply with requirements of governing regulations, franchised service companies and controlling agencies. Provide required connection for each service.

L. Install items level, plumb and parallel to other building systems and components except where otherwise indicated.

M. Give right of way to raceways and piping systems installed at a required slope.

3.2 Selective Demolition

A. Refer to other areas of the contract documents for scope of Demolition and Area of Work.

B. Scope: Demolish, remove, demount, disconnect and properly dispose of existing electrical materials and equipment indicated to be removed. In addition, demolish, remove, demount, disconnect and properly dispose of all other existing electrical materials and equipment within the Area of Work where those items will not be reused for the new construction.

3.3 Cutting and Patching

A. This Article specifies the cutting and patching of electrical equipment, components, and materials to include removal and legal disposal of selected materials, components, and equipment.

B. Refer to DIvision 1 for general requirements for cutting and patching

C. Neatly cut all holes and openings of minimum size to allow the Work to be installed.

D. Perform all patching in a neat and workmanlike manner, and to match adjacent surfaces in materials and finish.

E. Do not endanger or damage installed Work through procedures and processes of cutting and patching.

F. Arrange and pay for repairs to restore other work, because of damage caused as a result of electrical installations.

G. No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective or non-conforming installations.

H. Perform cutting, fitting, and patching of electrical equipment and materials required for the following:

1. Uncover Work to provide for installation of ill-timed work.
2. Remove and and replace defective work.
3. Remove and replace Work not conforming to requirements of the Contract Documents.
4. Remove samples of installed Work as specified for testing.
5. Install equipment and materials in existing structures.
6. Upon written instruction from the Owners representative, uncover and restore Work to provide for observation of concealed work.

I. Cut, remove and legally dispose of selected electrical components and materials as indicated.

J. Ceilings, ceiling suspension systems and lighting fixtures required to be removed to facilitate the installation of mechanical work above those ceilings shall be removed, stored, protected and reinstalled. Unless otherwise noted, this work is the responsibility of the Mechanical Installer who must employ the appropriate Trade Installers to do the work.

K. No cutting of the building structural system shall be performed without the written consent of the engineer or owner / construction manager.

3.4 Delivery, Storage and Handling

A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged and protected to prevent damage during shipment, storage and handling.

B. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage.

C. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

3.5 Protection

A. Protect all fixtures, equipment and materials at all times, whether new or existing to remain.
B. Make good all damages caused, whether directly or indirectly, by Electrical Installer's personnel.
C. Close all pipe openings with caps and plugs during installation.
D. Tightly cover and protect all fixtures and equipment against dirt, water, chemical and mechanical injury.
E. Deliver all work in a thoroughly clean, perfect, unblemished condition at completion.
F. Protect new and existing footings from undermining created by excavations.

3.6 WIRING INSTALLATION REQUIREMENTS

A. Receptacle and lighting circuits shall be installed in separate raceways

B. Wiring at outlets: Install at least 6" of slack conductor at each outlet.

C. Wiring at lighting fixtures: Provide adequate (maximum 10'-0") flexible conduit to allow lighting fixtures to be relocated one ceiling grid tile dimension in any direction. Hospital grade AC cable may be used.

D. At least one ground wire sized per the National Electric Code shall be installed in each branch circuit and feeder conduit.

E. All circuit conductors must be tailed at devices so that circuit integrity is not dependent on device screws.

F. Junction boxes located above ceilings shall be 4" square x 2 1/8" deep with 1/2" & 3/4" knockouts.

3.7 IDENTIFICATION

A. Panelboard numbers shall comply with the owners standard numbering system.

B. Each panelboard, motor starter, disconnect switch, etc. shall be identified with an engraved nameplate. Nameplates shall be 1", 5-ply lamacoid with 1/2" high white letters. Black background shall be used for panelboards, etc. supplied by the Normal Power System and Red background shall be used for panelboards, etc. supplied by the Emergency Power System. "Dymo" or tape markers will not be accepted.

C. Each panelboard shall be equipped with a typewritten circuit schedule indicating rooms and / or equipment served.

D. Each junction box cover shall be labeled with panel and circuit numbers.

E. Each outlet and switch cover shall be labeled with panel and circuit number. Labels shall be tape type with clear background and black lettering.

F. Provide permanent operational dated nameplate on each item of power operated mechanical equipment, indicating manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and similar essential data. Affix nameplates in accessible locations.

3.8 Fire stopping

A. Fire stop all penetrations of rated walls and floors with U.L. listed material. Each fire stopping material shall be installed according to it's U.L. listing.

SECTION 16050 - WIRING DEVICES

PART 1 - PRODUCTS

1.1 Manufacturers

A. Arrow Hart
B. Bryant
C. Hubbell
D. Leviton
E. Pass & Seymour

1.2 RECEPTACLES

A. Industrial Grade, Hospital Grade in those locations required by NFPA 517, 125 volt, rated 15 or 20 amps depending on load and code requirements, GFCI or General Purpose type as noted on drawings. Equal to Leviton 5200 / 5300 series and 8200 / 8300 series (Hospital Grade).

B. Color: White.

1.3 SWITCHES

A. Industrial Grade, Rated 15 or 20 Amps depending on load, 120/277 Volts.

B. Rocker Switches: single, three-way, etc. as indicated on drawings. Equal to Leviton 1200 series.

C. Dimming Switches: 1000 or 1500 Watt depending on load requirements, Lutron NT series or approved equal.

D. Color: White.

1.3 WALL PLATES

A. Material: Brushed smooth type 430 stainless steel.

B. Receptacle wall plates: equal to Leviton 84008 series and 84401-40 (GFCI) series.

C. Switch wall plates: equal to Leviton 84001 series.

SECTION 16475 - FUSES

PART 1 - PRODUCTS

1.1 MANUFACTURERS

A. Bussmann
B. General Electric

1.1 General

A. "UL" listed, dual element, 200,000 AIC, 600 VAC or 250 VAC as required.

SECTION 16476 - DISCONNECT SWITCHES, CIRCUIT BREAKERS AND MOTOR STARTERS

PART 1 - PRODUCTS

1.1 MANUFACTURERS

A. Square D
B. Other Approved

1.2 DISCONNECT SWITCHES

A. Heavy-Duty (HD), Rated 240 Volt or 600 Volt as required.
B. Fused or non-fused as indicated on drawings
C. Enclosure: NEMA 1 for indoor use and NEMA 3R for outdoor use.

1.3 CIRCUIT BREAKERS

A. 120/208Y service: Square D NQOD, 10,000 AIC to match existing.
B. 480V service: Square D to match existing, rated 600 VAC, 18,000 AIC.
C. Other manufacturers may be acceptable. Verify prior to bid with engineer.

1.4 MANUAL STARTERS

A. NEMA ICS 2, general purpose, Class A with toggle-action for manual-only control, hand-off-auto selector switch where equipment is controlled by Temperature Controls, overload element and pilot light.

1.5 COMBINATION MAGNETIC STARTERS

A. Description: Factory-assembled, NEMA ICS 2, Class A, full voltage, non-reversing, across the line, equal to Square D Class 8538 unless otherwise indicated.

B. Control Circuit: 120V; obtained from integral power transformer.

D. Fusible Disconnecting Means: NEMA KS 1, heavy-duty fusible switch.

E. Overload Relay: NEMA ICS 2, Class 10 tripping characteristics selected by Electrical Trades to protect motor against voltage imbalance and single phasing.

F. Factory installed accessories: Provide as noted on drawings. Refer to starter legend on drawings for more information.

SECTION 16511 - INTERIOR LIGHTING

PART 1 - PRODUCTS

1.1 MANUFACTURERS

A. See Lighting Fixture Schedule

SECTION 16741 - TELEPHONE AND DATA.
PART 1 - SUMMARY

A. Work shall include installation of all raceways and junction boxes.

B. All wiring shall be by owner.

The Architectural Group Inc.
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Locker Room Renovations for:
City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW, Grandville MI

TAG
Architecture and Planning

Dr. JLF
Ap. JM

Date	Issued For
8.22.24	Bids & Constr.

File No. 2024-24

Drawing

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10/07/2024
Police/TEP

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION

WHEREAS:

1. The application for the Edward Byrne Memorial Justice Assistance Grant in the amount of $30,344 has been reviewed.
2. Grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
3. A public hearing has been held on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 2024 Edward Byrne Memorial Justice Grant Application for program activities.

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 meeting held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
2024 Edward Byrne Memorial Justice Assistance Grant Application

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: September 27, 2024

Subject: 2024 Edward Byrne Memorial Justice Assistance Grant

From: Captain Timothy Pols

CC: Chief Kim Koster

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended City Council authorize application for the 2024 Edward Byrne Memorial Justice Assistance Grant

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.

- PILLAR 3 – Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for the last many years. This year, the Police Department is eligible for $30,344 in Byrne Grant funds. There is no required match, and the money allows us to implement technology and deploy equipment not otherwise funded. This year we specifically hope to utilize Byrne monies for equipment which will allow us to upgrade the recording systems in the Police Department's interview rooms with the remaining grant funds being used to replace tactical equipment that has exceeded its operational lifespan. The grant requires, and we support, affording the community an opportunity to comment on the application and use of grant funds.

Interview Room Upgrades:
Michigan law (MCL 763.8) mandates law enforcement agencies to create a time-stamped audiovisual recording of custodial interrogations involving suspects of major felonies. The Wyoming Police Department adheres to this requirement and extends the practice to record most other investigatory interviews, including those with victims and witnesses. These interviews typically occur in one of four designated interview rooms at the police department.

The current recording equipment, installed in 2017, is nearing the end of its serviceable life and has begun to show signs of unreliability, such as:

- Premature termination of recordings without user intervention.
- Poor audio quality.
- Excessive amplification of ambient noise.

These issues raise significant concerns about the reliability of this crucial equipment. Additionally, the current recording software is incompatible with Evidence.com, the platform used for storing and sharing evidentiary interviews.

To address these issues, we propose using grant funds to purchase upgraded hardware and software for the recording systems in our four interview rooms. This upgrade will resolve the current performance issues and integrate seamlessly with Evidence.com.

Tactical Equipment Replacement:
The tactical team of the Wyoming Police Department is operating with equipment that has exceeded its operational lifespan, including:

- 4 spotting scopes,
- 4 binoculars,
- 4 laser rangefinders,
- 4 tripod kits.

This equipment is essential for threat assessment and overwatch during tactical response situations and is now due for replacement to ensure optimal performance and safety.

BUDGET IMPACT:

At this time, there is no immediate budget impact of approving the grant application proposal. If the grant application is approved and awarded, it is anticipated that the following purchases will be requested in the near future:

Hardware and Software Upgrades to Interview Rooms	$26,820
Tactical Equipment Replacement	$7,080
Total Project Cost	$33,900
Less Byrne Funds	$30,344
Total Anticipated Cost for City of Wyoming	$3,556

The above estimates are based on quotes provided by reputable vendors.

Future staff reports will be submitted subsequent to public comment and if the grant is awarded.

Attachments:

2024 Edward Byrne Memorial Justice Assistance Grant Application

City of Wyoming (MI) Police Department
Captain Timothy Pols tim.pols@wyomingmi.gov

PROJECT NARRATIVE: O-BJA-2024-172239 (2024 BYRNE JAG GRANT)

Summary:
The City of Wyoming intends to utilize the 2024 Edward Byrne Memorial Justice Assistance Grant to acquire technology and equipment aimed at enhancing safety, promoting civil rights and equity, and supporting crime victims and individuals impacted by the justice system. Specifically, these funds will be allocated to purchase hardware and software to upgrade the recording systems in our police department's interview rooms with the remaining grant funds being used to replace tactical equipment that has exceeded its operational lifespan.

DESCRIPTION OF THE ISSUES:

Issue #1:

Michigan law (MCL 763.8) mandates law enforcement agencies to create a time-stamped audiovisual recording of custodial interrogations involving suspects of major felonies. The Wyoming Police Department adheres to this requirement and extends the practice to record most other investigatory interviews, including those with victims and witnesses. These interviews typically occur in one of four designated interview rooms at the police department.

The current recording equipment, installed in 2017, is nearing the end of its serviceable life and has begun to show signs of unreliability, such as:

- Premature termination of recordings without user intervention.
- Poor audio quality.
- Excessive amplification of ambient noise.

These issues raise significant concerns about the reliability of this crucial equipment. Additionally, the current recording software is incompatible with Evidence.com, the platform used for storing and sharing evidentiary interviews.

Issue #2:

The tactical team of the Wyoming Police Department is operating with equipment that has exceeded its operational lifespan, including:

- 4 spotting scopes,
- 4 binoculars,
- 4 laser rangefinders,
- 4 tripod kits.

This equipment is essential for threat assessment and overwatch during tactical response situations and is now due for replacement to ensure optimal performance and safety.

PROJECT DESIGN AND IMPLEMENTATION:

To address these issues, we propose using grant funds to purchase upgraded hardware and software for the recording systems in our four interview rooms. This upgrade will resolve the current performance

issues and integrate seamlessly with Evidence.com. The remaining funds will be used to replace the outdated tactical equipment.

Primary stakeholders in this project include the investigators and tactical team snipers of the Wyoming Police Department, whose feedback will be integral to the implementation process. Additionally, community input will be sought during a public hearing to ensure transparency and accountability.

The City of Wyoming is committed to fiscal responsibility and transparency. All purchases will adhere to the city's stringent procurement policies, including competitive bidding and a multi-step approval process that concludes with a vote by the City Council. For more detailed financial information, please refer to the budget worksheet and narrative.

CAPABILITIES AND COMPETENCIES

The equipment procured through this grant will require minimal training. The investigative division's supervisory staff are well-equipped to train all officers on the new recording systems. Tactical team snipers are already proficient with the proposed equipment for tactical use. Identified staff members will oversee the implementation and management of each item purchased.

PLAN FOR COLLECTING THE DATA REQUIRED FOR THIS SOLICITATION'S PERFORMANCE MEASURES

We will document each phase of the project, including product selection, procurement method (bidding or sole-sourcing), implementation, and deployment timeline. Equipment installation and assignment will be tracked, and progress will be reported using the PMT tool. Quarterly Performance Measurement Reports and semi-annual Performance Reports will be submitted through the JustGrants platform to ensure compliance and accountability.

10/07/24
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
TWO POLICE MPACT VEHICLES AND UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve the purchase of two used vehicles for the Metro Pattern Crime Task Force (MPACT) from Paris Motors in the total estimated amount of $19,220.00.
2. It is further recommended the City Council authorize $10,780.00 for the purchase of essential upgrades.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of two police MPACT vehicles from Paris Motors.
2. The City Council authorizes $10,780.00 for the purchase of essential upgrades.
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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: September 24, 2024

Subject: Police MPACT Vehicles Purchase

From: Aaron Brooks

CC: Chief Kim Koster

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council approve the purchase of two used vehicles from Paris Motors in the amount of $19,220, and to approve the purchase of essential upgrades not to exceed $10,780. These vehicles will be utilized by Wyoming Police Department detectives assigned to the Metro Pattern Crime Task Force (MPACT) for undercover surveillance, covert operations, and investigative activities, enabling detectives to perform their duties discreetly and effectively.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
  - Goal 1 – Implement and adopt more proactive public safety initiatives
- Pillar 3 – Stewardship
  - Goal 1 – Strengthen and maintain the strong financial position of the city

DISCUSSION:

The proposed vehicles for purchase are both used vehicles that blend seamlessly into the general flow of traffic. These vehicles will help MPACT detectives maintain anonymity during operations, which is critical for conducting effective surveillance and ensuring officer safety. Purchasing used vehicles, rather than new ones, represents a cost-effective solution while still meeting the operational needs of the department.

After careful consideration, the Police Department and Motor pool have identified two used vehicles that meet our operational needs and are priced below fair market value. On September 5, 2024 Paris Motors presented us with the opportunity to purchase two vehicles, totaling $19,220. Remaining funds will be used for essential electronic equipment, lighting, and secure storage modifications.

BUDGET IMPACT:

The total estimated cost of the two vehicles and necessary upgrades is $30,000. Monies are budgeted for this purpose and available in accounts 265-301-31500-973.014 and 265-301-31500-973.013

10/07/24
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ROCKWELL AUTOMATION COMPONENTS

WHEREAS:

1. The Clean Water Plant and Water Treatment Plant purchase Rockwell Automation components as needed for repair of proprietary programmable logic controls and variable frequency drives.
2. As detailed in the attached staff report, Kendall Electric is the only distributor authorized to sell and support Rockwell Automation products and services in the geographic area of the Clean Water Plant and Water Treatment Plant.
3. It is recommended City Council authorize the purchase of Rockwell Automation Components from Kendall Electric.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of Rockwell Automation Components as needed from Kendall Electric.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: September 19, 2024

Subject: Purchase of Rockwell Automation Components

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council authorize the Clean Water Plant and the Drinking Water Plant to make purchases of Rockwell Automation components from Kendall Electric on an as-needed basis, up to $30,000.00 annually per facility.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The utility plants' SCADA systems rely on proprietary programmable logic controllers (PLCs) to continuously collect and analyze real-time data to monitor and control equipment. These PLCs are integral to the SCADA system, serving as its backbone and allowing operators to efficiently manage plant processes. Another essential technology in plant operations are variable frequency drives (VFDs). These electrical components efficiently power equipment such as pumps, blowers, and other motor-driven equipment.

Both the Clean Water Plant and Water Treatment Plant have largely standardized on Rockwell Automation for their PLC and VFD needs. To ensure the smooth operation of these facilities, the maintenance teams routinely troubleshoot, repair, and when necessary, replace these components, which can exceed $5,000.00 per component.

Kendall Electric in Michigan is the only appointed Rockwell Automation distributor, authorized to sell and support Rockwell Automation products and services, in the geographic area in which the Clean Water Plant and Water Treatment Plant are located. To ensure timely repair and uninterrupted operation of the utility plants, it is recommended the City Council authorize the Clean Water Plant and the Drinking Water plant to make purchases from Kendall Electric for Rockwell Automation components on an as-needed basis, up to $30,000.00 annually per facility.

BUDGET IMPACT:

Adequate funds exist in the various utility plant accounts including 590-536-54300-775.000 and 591-537-55300-775.000.

10/07/24
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A QUOTE FROM
ASSOCIATED HEATING SALES OF GRAND RAPIDS, INC.
FOR THE PURCHASE OF ONE SEWAGE SUMP PUMP

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Associated Heating Sales of Grand Rapids, Inc. for the purchase of one sewage sump pump in the total estimated amount of $8,516.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Associated Heating Sales of Grand Rapids, Inc. for one sewage sump pump.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding 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: October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: September 23, 2024

Subject: Purchase of a Sewage Sump Pump

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended that the City Council accept a quote for one Weil Sewage Sump Pump from Associated Heating Sales of Grand Rapids, Inc. in the total amount of $8,516.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Clean Water Plant utilizes specialty high-solids sewage sump pumps in various buildings throughout the property. The building located near the primary clarifiers has a Weil brand sewage sump pump that is original to the building's construction in the early 1970s. This pump has provided reliable service for over 51 years, but after decades of operation, has experienced significant wear. The result has been an increase in clogging, a decline in performance, and higher maintenance needs.

Given the pump's extensive service life, the pump is due for replacement to ensure reliable and efficient operation. To maintain consistency and avoid costly modifications to the existing piping and infrastructure, it is both practical and cost-effective to replace the aging pump with the same model from Weil.

Therefore, plant staff contacted the sole distributor of Weil Pumps in Western Michigan, Associated Heating Sales. The distributor, which maintained records of the original pump and is the only authorized sales, service, and warranty agent for Weil Pumps, provided a quote of $8,516.00 for a replacement sewage pump that matches the original model and specifications. Plant maintenance staff will install the new pump upon delivery.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-536-54300-775.000.

CITY OF WYOMING

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

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

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

Effective Date means: October 8, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

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

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

Supplier means: Associated Heating Sales of Grand Rapids, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
6718 Woodhills Dr NE
[Supplier's street address]
Rockford, MI 49341
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.

2. City will pay the Supplier in accordance with the Proposal.

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

None.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____

Associated Heating Sales of Grand Rapids, Inc.

By: Tyler Oatmen
[Signature officer, director, or principal of Supplier]
Tyler Oatmen, President Associated Heating Sales
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 23 SEPTEMBER, 20 24

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

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

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

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

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

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

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

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

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

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

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

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

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

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

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

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

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

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

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

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
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. Waver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

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

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

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

Exhibit B

Proposal

PROPOSAL

ASSOCIATED HEATING SALES

Manufacturers' Representative

Tyler & Al OATMEN

6718 Woodhills Dr NE • Rockford MI 49341 • (616) 241-3622 • Sales@AHSpumps.com • AHSpumps.com

DATE: 23 SEPTEMBER 2024

TO: City of Wyoming Clean Water Plant
2350 Ivanrest Ave
WYOMING, MI 49418

JOB: WYOMING CLEAN WATER

SEWAGE PUMP EXACT REPLACEMENT FOR #217.330 in service for 51 years.

One sewage pump Weil model 2224. One vertical sewage pump with 4" discharge, cast iron casing, 1-1/4" diameter carbon steel shaft, bronze sleeve bearings, cast iron impeller. The impeller is trimmed to exactly match the duty point of your present pump. The motor is 460/3/60 TEFC.

COST: .....**$8516.00 ea**

Notes: 1. Price includes shipping.
2. Allow 3-4 weeks for delivery.
3. Rush (7-10 day) delivery add $500 ea.

TERMS: NET 30 DAYS, F.O.B. FACTORY, F.F.A., NO TAXES INCLUDED

10/07/24
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FROM
RON MEYER & ASSOCIATES EXCAVATING, INC. FOR HYDRANT RELOCATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Ron Meyer & Associates Excavating, Inc. for hydrant relocation in the total estimated amount of $10,407.00.
2. It is further recommended the City Council authorize $3,000.00 for contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Ron Meyer & Associates Excavating, Inc.
2. The City Council authorizes the contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: September 19, 2024

Subject: Hydrant Relocation

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Ron Meyer & Associates Excavating, Inc. for hydrant relocation in the amount of $10,407.00 plus a $3,000.00 contingency for a total amount of $13,407.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
    - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

A hydrant connected to the Water Treatment Plant's 54" transmission pipeline is located very close to the intersection of 96th Avenue and New Holland Street in Zeeland. Due to its proximity to the intersection, the hydrant has been repeatedly damaged by vehicles, requiring several repairs. After a recent accident, the hydrant needs replacement. Relocating the new hydrant approximately 20 feet to the north should prevent this reoccurring issue.

Therefore, a request for proposal was created to outline the scope of work for the hydrant relocation project. Four contractors with experience in underground utility piping were invited to submit proposals. All four contractors responded, and their costs are summarized in the tabulation.

After a review of the proposals, Ron Meyer & Associates Excavating, Inc. provided the lowest cost and met the scope of work. They have been in business for over 40 years and specialize in underground construction - specifically water, and sanitary and storm sewer. It is recommended the City Council accept the proposal as provided by Ron Meyer & Associates Excavating, Inc. for hydrant relocation in the amount of $10,407.00, plus a $3,000.00 contingency for a total amount of $13,407.00.

TABULATION:

Bidder Name	Bid Amount
Ron Meyer & Associates Excavating, Inc	$10,407.00
Denny's Excavating, Inc	$13,500.00
Site Work Solutions, Inc	$16,500.00
Solid Excavating Services, LLC	$21,271.00

BUDGET IMPACT:

Adequate funds exist in Water Fund Account #591-537-56300-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(NO RFP)

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: Ron Meyer & Associates Excavating, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1357 76th Ave
[Contractor's street address]
Zeeland, MI 49464
[Contractor's city, state & zip]

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

Effective Date means: September 17, 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.

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

By: _____
Robert Postema, Mayor Pro-Tem

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Ron Meyer & Associates Excavating, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Curtis Meyer Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 09/17, 2024

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 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 state or federal grant funds are a source of payment for the project, Contractor promises to comply with 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 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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 love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If 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 will 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.*, speak 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 Proposal. 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 §16. 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 Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

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

B. Specifications provided by City 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 a 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 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 Proposal 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 16.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. 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 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 $2,000,000 per occurrence	Coverage of shall be primary and any other insurance 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. Waver 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 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 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).

Ron Meyer & Associates Excavating, Inc.

1357 – 76th Avenue, Zeeland, MI 49464

Phone: 616 688-5751
FAX: 616 688-5771
E-Mail: bill@ronmeyer.net

Sept. 5th, 2024

City of Wyoming

Attn: Dan Kleinheksel

Re: 96th & New Holland St. Hydrant Relocation

Price: $10,407.00

Scope of work

1. **Excavate & remove existing fire hydrant**
2. **Install approx. 25' of 6" ductile iron pipe**
3. **Install new fire hydrant & 6" valve & box (to be provided by City of Wyoming)**
4. **Install up to (2) 6" fittings**
5. **Swabbing of pipe, valve, & hydrant with chlorine**
6. **Drip test**
7. **Hold existing light pole**
8. **Restoration**
9. **Mobilization**

Exclusion:

1. Materials to perform work to be provided by others
2. Dewatering if well point system is needed
3. Soil stabilizations
4. Landfill material related costs of any kind
5. Contaminated soil or water handling costs of any kind.
6. Final Surveying or construction surveying.
7. Soil testing of any kind

Sincerely,

Bill Engelsman
Estimator
Ron Meyer Associates Excavating
1357 76th Avenue
Zeeland, Mi 49464
bill@ronmeyer.net

616.688.5751 Office, **616.291.2567 Cell**, 616.688.5771 fax
http://ronmeyerexcavating.com

10/07/24
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FROM VOSS SEPTIC, LLC
FOR DRAIN FIELD REPLACEMENT AT THE DRINKING WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Voss Septic, LLC for drain field replacement at the Drinking Water Plant in the total estimated amount of $14,500.00.
2. It is further recommended the City Council authorize 10% for contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Voss Septic, LLC for drain field replacement at the Drinking Water Plant.
2. The City Council authorizes 10% for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council 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.
5. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: September 26, 2024

Subject: Septic Drainfield Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Voss Septic, LLC for drainfield replacement at the Drinking Water Plant in the estimated amount of $14,500.00 plus a 10% contingency for a total amount of $16,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
    - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Water Treatment Plant's existing septic system, along with its 1,000 sq. ft. drainfield, was originally installed in 2009. Over time, plant staff observed that the drainfield area remained persistently wet, even during the dry summer months, raising concerns about a possible drainfield failure.

To investigate the issue, plant staff contacted local septic system contractors and the Ottawa Department of Public Health for an assessment. After a thorough evaluation, it was confirmed that the existing drainfield was indeed failing and a new, larger drainfield would be required.

The Ottawa Department of Public Health subsequently issued a construction permit and sewage disposal system plan, mandating a 1,700 sq. ft. drainfield. This plan was shared with two local contractors specializing in septic systems. Both contractors conducted site visits to evaluate the scope of work and provided detailed proposals. A summary of the proposal costs is provided in the following tabulation.

After a review of the proposals, Voss Septic was selected, offering the lowest bid while meeting the project requirements. They possess over 70 years of experience, providing residential & commercial septic tank services in West Michigan since 1948. Voss Septic has an excellent industry reputation, and we are confident in their ability to complete this project successfully.

TABULATION:

Bidder Name	Bid Amount
Voss Septic, LLC	$14,500.00
Busscher’s Septic Tank & Excavating Service, Inc.	$15,239.20

BUDGET IMPACT:

Adequate funds exist in Water Fund Account #591-537-55300-930.000.

CITY OF WYOMING

VOSSCITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(NO RFP)

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: Voss Septic, LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
995 Lincoln Ave
[Contractor's street address]
Holland, MI 49423
[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: October 8, 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.

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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20

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

Voss Septic, LLC

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

Date signed: 9/26, 2024

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 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 state or federal grant funds are a source of payment for the project, Contractor promises to comply with 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 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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 love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If 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 will 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.

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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.

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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.

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C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

B. Specifications provided by City 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 a 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 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 Proposal 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 16.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. 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 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 $2,000,000 per occurrence	Coverage of shall be primary and any other insurance 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. Waver 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 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 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).

EXHIBIT B
PROPOSAL

Voss Septic

995 Lincoln Ave
Holland, MI 49423

Estimate

Date	Estimate #
9/16/2024	1071

Name / Address
Wyoming Water Treatment Plant 16700 New Holland Holland, MI. 49424

Project

Description	Qty	Cost	Total
1700 Sq. Ft. Drain Bed	1		0.00
Alternating Valve & Piping	1		0.00
Top Soil Per Yard	30		0.00
Hydro Seeding			
Underground Sprinkling Repair			
Installed Estimate		14,500.00	14,500.00

Thank you for your business.

Total $14,500.00

miOttawa Department of
Public Health

Adeline Hambley, MBA
Health Officer
Gwen Unzicker, M.D.
Medical Director

Septic Semi-Public NEW/REPAIR

Permanent Parcel #
70-15-03-100-028

16700 New Holland St Holland PARK TOWNSHIP

12251 James Street, Suite 200 • Holland, MI 49424-9661 • (616) 393-5645 • Fax (616) 393-5643

miOttawa Department of
Public Health

Adeline Hambley, MBA
Health Officer

Gwen Unzicker, M.D.
Medical Director

CONSTRUCTION PERMIT AND PLAN OF SEWAGE DISPOSAL SYSTEM

Water Supply: Municipal **Township:** PARK TOWNSHIP **Permanent Parcel #:** 70-15-03-100-028

Location: Lot: Plat:

Building Type: Industrial Total Bedrooms: Total Sqft:

SEPTIC TANKS:	DRAINFIELD:	
Existing 2 1000 gallon tanks Existing 600 gallon dose	Approx. 900 g/d x 0.75 loading rate= 1200 sqft 1200+500 safety factor= 1700 sqft total drainfield	**Sewage Lift:** ☐Yes ☒No **Garbage Disposal:** ☐Yes ☒No **Large Capacity Tub:** ☐Yes ☒No

Occupants: Max Persons Served: Max Daily Discharge: 900g
Owner/Builder: - Tony Masklanka **Email:** TONY.MASLANKA@WYOMINGMI.GOV

Telephone: 616-377-8970 **Address:** 16700 New Holland, Holland, MI 49424

SOIL EVALUATION:
0-8" Loamy Sand Topsoil
8-42" Fine Sand, Mixed
42-60" Fine Sand, Tan
Mottling at 54"

SHWT at 54"

CONSTRUCTION REQUIREMENTS:
Number of SEPTIC TANK(S):
1st Tank: **Existing 1000g**
2nd Tank: **Existing 1000g**
☒ **DOSING TANK/SCREENED PUMP VAULT**
Capacity: **Existing 600g** Dose Volume: <100g
Note: Audio/Visual Alarm Required.
☒ Drainfield - Total Bottom Area: **1700** sqft
☒ Remove topsoil from under absorption system & berm area
☒ Use clean, approved sand for all fill.
☒ Install an Effluent Filter - Recommended
☒ Install a Diverter Valve - Recommended
For repairs, existing tank(s) may be utilized if structurally sound and has a capacity of 800 gallons.
Floor drains shall not be connected to this sewage disposal system.
Footing drains shall not be connected to this sewage disposal system

GRADE REQUIREMENTS:
Seasonal High Water Table: 54"
Bottom of Drainfield: 30" **BELOW** grade
Grade Elevations from: SB1

ADDITIONAL COMMENTS:
- See attached GIS site plan dated **9/5/2024.**
- See CONSTRUCTION REQUIREMENTS on the next page for additional specifications.
- Verify and maintain all isolation distances.
- If a diverter valve is not installed, old drainfield must be disconnected.
- Safety factor was added and is based on the previous drainfield failing within 16 years.
- Please call 616-393-5645 to schedule a final inspection (24 hours in advance) and have the parcel number available.
- **Any change requests to this permit, including but not limited to sizing and location, are required to be approved by this office prior to installation.**

Disclaimer: Please be advised that the soil and/or site conditions described in this permit are based on preliminary assessments and may not fully represent conditions encountered during full excavation. In the event of any discrepancies or unexpected soil conditions, it is imperative to contact this department immediately. Be aware that such variations in soil or site conditions may necessitate modifications to the originally planned sewage disposal system design. As a result, these changes could potentially affect the overall installation cost of the system. Since many factors contribute to the failure of a sewage disposal system, this department cannot guarantee any length of service from the sewage disposal system required by this permit.

Sanitarian: _____ Date Issued: 9/5/2024
Nick Arnold

CONSTRUCTION REQUIREMENTS

miOttawa Department of
Public Health

Adeline Hambley, MBA
Health Officer

Gwen Unzicker, M.D.
Medical Director

MINIMUM ISOLATION REQUIREMENTS (IN FEET) FOR SEWAGE DISPOSAL SYSTEMS SERVING SINGLE & TWO FAMILY DWELLINGS

*Municipal water line isolation requirements are not enforced by Ottawa County Environmental Health.

DISTANCE TO:	SEWER LINE	SEPTIC TANK	ABSORPTION SYSTEM
Property Line	10	10	10
Basement Wall	**	10	10
Foundations/Support Walls	**	5	5
Waterproof Retaining Wall	**	5	5
Private Water Supply Well	10	50	50
Type IIb & III Water Supply Well	75	75	75
Type I & IIa Water Supply Well	200	200	200
*Potable Well Water Line	10	10	10
Footing & Tile Drains	5	10	15
Stabilized Slopes & Drop Offs	5	10	10
Drainage Ditch (Intermittent Flow)	**	15	25
Swimming Pools	10	10	10
Surface Water	10	50	50
Other Sewage Disposal Systems	**	**	5

BLOCK TRENCH & PRE-CAST OR MOLDED SEEPAGE UNITS CONSTRUCTION REQUIREMENTS

	Max	Min
Distance between bottom of pre-cast unit Or block trench to high ground water elevation	**	2 ft.
Distance of undisturbed soil between unit sidewalls	**	6 ft.
Distance between pre-cast units (end to end)	3 ft.	**
Size of delivery and connector conduit between units	**	4 in.
Sidewall working depth (top of inlet/outlet to bottom of seepage unit or trench)	4 ft.	2 ft.
Distance between final grade & top of unit	3 ft.	6 in.
Width of excavated trench containing units	8 ft.	3 ft.
Width of stone between excavated wall and Unit (unless gravel-less units)	2 ft.	1 ft.

ABSORPTION TRENCH CONSTRUCTION

NOTE: Absorption trench construction requirements are the same as absorption bed construction requirements with the following additions:

	Max	Min
Width of trenches	3 ft.	1 ft.
Distance of undisturbed soil between trench sidewalls	**	4 ft.
Number of distribution conduit lines per trench	**	1
Length of absorption trench from header	100 ft.	**

ABSORPTION BED CONSTRUCTION REQUIREMENTS

	Max	Min
Depth of stone under distribution conduit	**	6 in.
Depth of stone over distribution conduit	**	2 in.
Distance between bottom of stone bed and seasonal high water table elevation	**	2 ft.
Size of stone	2 in.	¾ in.
Size of delivery conduit from tank to bed	**	4 in.
Size of gravity distribution conduit	**	4 in.
Size of pressurized distribution conduit	**	1 in.
Ratio of bed area to distribution conduit	**	4:1
Distance between distribution conduit lines	4 ft.	**
Distance between edge of bed and conduit	2 ft.	1 ft.
Slope of absorption bed and conduit lines	4 in./100 ft.	Level
Distance between final grade and top of stone	3 ft.	6 in.
Length of distribution conduit from header	100 ft.	**

PRESSURIZED ABSORPTION BED

Manifold Location	Center or End
Manifold Diameter	2 in.
Lateral Line Diameter	1 ¼ in.
Lateral Spacing	5 ft. on Center
Diameter of Holes	¼ in
Hole Spacing	5 ft.
Dose Tank Size	500/600 gal. Minimum
Dose Volume	Less than 100 gal.
Edge of Bed to Lateral	1 ft. - 2.5 ft.

****USE PRESSURE FITTINGS****

****AUDIO/VISUAL ALARM REQUIRED AT TIME OF INSPECTION****

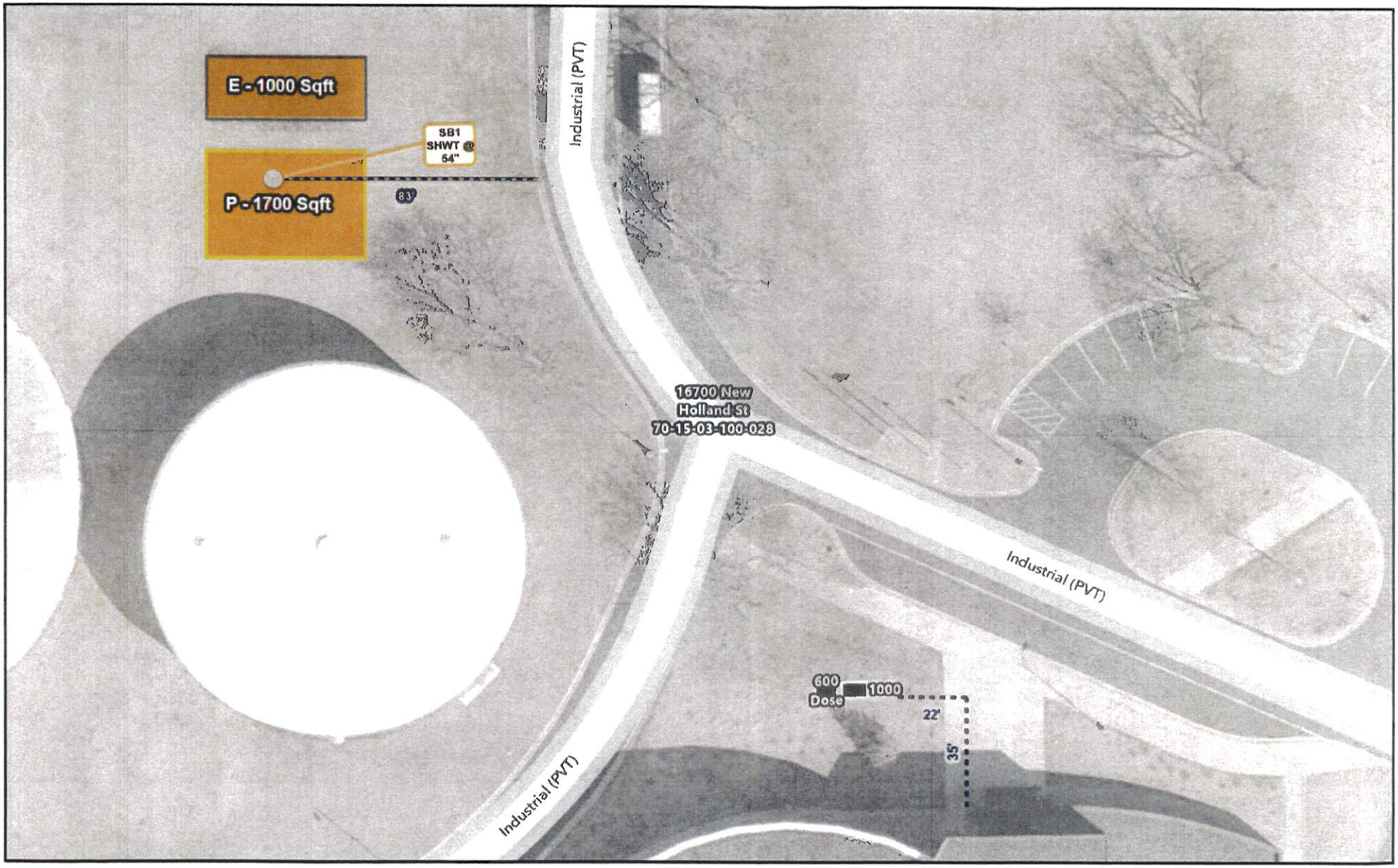
PRESSURE TEST REQUIRED AT FINAL INSPECTION

At time of final inspection, a pressure test must be performed with Ottawa County personnel present.

To perform a pressure test:

1. Fill dose tank with enough water to perform test.
2. Expose the end of the lateral farthest from the pump.
3. Drill a ¼" hole in the top of the lateral.
4. When the pump is running a steady squirt height of at least 30" is required. Ideally squirt height should be between 36" and 72". No less than a 30" squirt height will be approved.
5. Seal the hole drilled in the top of the lateral.
6. Audio/visual alarm must be installed and functional at time of final inspection.

THIS PERMIT EXPIRES TWO (2) YEARS FROM THE DATE OF ISSUANCE



OTTAWA COUNTY HEALTH DEPARTMENT

Sewage Disposal System Repair Permit

12251 James Street
Holland, MI 49424
(616) 393-5645
Fax (616) 393-5643

www.miOttawa.org

Address: 16700 New Holland St
Parcel: 70-15-08-100-028
Date: 9/5/2024
EH Specialist: Nicholas Arnold

0 40 80 ft

10/07/24
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL
FROM VOS GLASS, LLC FOR WINDOW REPLACEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Vos Glass, LLC for window replacement at the Water Treatment Plant low service building in the total estimated amount of $23,275.00.
2. It is further recommended the City Council authorize 5% for contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Vos Glass, LLC in the total estimated amount of $23,275.00.
2. The City Council authorizes 5% for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council 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.
5. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: September 18, 2024

Subject: Window Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Vos Glass, LLC for window replacement in the amount of $23,275.00 plus a 5% contingency for a total amount of $24,440.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
    - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Water Treatment Plant Low Service Building sits along the lakeshore and houses six large pumps responsible for conveying Lake Michigan water to the plant for treatment. The windows in this building are significantly aged and deteriorating, with inspection revealing rotted and decaying window frames. To protect and preserve the integrity of the building, it is necessary to replace the windows with durable, long-lasting materials.

Therefore, a request for proposals was prepared to outline the scope of work for replacing eleven wood frame windows with new aluminum frame windows. Three contractors, all specializing in commercial windows, conducted a site visit to review the project. Each contractor submitted a proposal, and the costs are summarized in the tabulation.

After a review of the proposals, Vos Glass, LLC was selected, offering the lowest bid while meeting the project requirements. They possess over 40 years of experience providing window and glass service across Michigan, with locations in both Grand Rapids and Lansing. Vos Glass, LLC has an excellent industry reputation, and we are confident in their ability to complete this project successfully.

TABULATION:

Bidder Name	Bid Amount
Vos Glass, LLC	$23,275.00
Prism Glass	$23,614.00
Superior Glass Company	$24,086.00

BUDGET IMPACT:

Adequate funds exist in Water Fund Account #591-537-55300-930.000.

Docusign Envelope ID: 5B60AD30-905F-4CA3-8D8B-C27AEEB80C92

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(NO RFP)

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: Vos Glass, LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
3800 Stahl Dr SE
[Contractor's street address]
Grand Rapids, MI 49546
[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: October 8, 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.

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:

   Vos Glass Proposal Terms and Conditions #11,12,20 are inapplicable to this contract.
   [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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Vos Glass, LLC

By: DocuSigned by: John Turner AC6A781ECF29490...
[Signature officer, director, or principal of Contractor]
John Turner President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: September 18th, 2024

Docusign Envelope ID: 5B60AD30-905F-4CA3-8D8B-C27AEEB80C92

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 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 state or federal grant funds are a source of payment for the project, Contractor promises to comply with 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 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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 love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If 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 will 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.*, speak 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.

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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 Proposal. 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 §16. 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 Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

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

B. Specifications provided by City 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 a 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 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 Proposal 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

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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 16.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. 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 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 $2,000,000 per occurrence	Coverage of shall be primary and any other insurance 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. Waver 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 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 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).

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LEADERS IN GLAZING
www.vosglass.com

Grand Rapids: 616-458-1535
Mid-Michigan: 517-679-9465

Date:
9/6/2024

Project Name:
Wyoming Water Plant
Low Service Pump Station

Project Location:
4709 Lakeshore Ave
Holland, MI 49424

Customer/Bill to:
City of Wyoming

Contact:
Dan

Phone:
616-377-8969

Email:
dan.kleinheksel@wyomingmi

Architect:
NA

Plans Dated:
NA

File Name:
NA

Your Vos Glass Contact is:
Justin Edmondson
jedmondson@vosglass.com
616.458.1535

Notes:
If you do not have an active account, a 50% deposit is required at time of order, balance due at completion. 3% processing fee for credit card payments.

Proposal

ALUMINUM STOREFRONT WINDOWS

Remove eleven (11) existing windows
Furnish and install eleven (11) new aluminum storefront windows
Furnish and install white matte frosted film on all windows
Furnish and install break metal trim on interior of five (5) window openings
Final window cleaning included
Two (2) year workmanship included
Painting of openings by others

-OPENINGS: Five (5) 52 1/2" x 56", Three (3) 52 1/2" x 37 1/2", Two (2) 28 1/2" x 37 1/2", and One (1) 68 1/2" x 79"

-FRAMING: Tubelite T14000 series 2" x 4 1/2" alum. storefront

-FINISH: Standard dark bronze anodized aluminum finish

-GLAZING: 1" standard clear SN68 #2 tempered insulated unitS

-WINDOW FILM: Solyx - SXWF - WM White Matte

-FLASHING: Sill flashing included

-BREAK METAL TRIM: Break metal to be made to trim interior of windows (match finish)

-JOINT SEALANTS: Perimeter sealants included

MATERIALS FURNISHED AND INSTALLED
BASE BID.....$23,275

ACCEPTANCE OF PROPOSAL

The prices, specifications, and terms and conditions as they appear throughout this proposal are satisfactory and are hereby accepted.

Authorized Signature | Printed Name | Date

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LEADERS IN GLAZING
www.vosglass.com

Proposal Terms and Conditions

1. **Agreement** Seller's Proposal includes these Terms & Conditions. The Proposal and Terms and Conditions (collectively, Proposal) are the sole terms for Seller's sale of goods (Goods) and performance of services (collectively, the Work). Seller objects to and excludes any inconsistent or additional terms in any other document. Buyer's acceptance of this Proposal shall be conclusively presumed by Buyer's signed acknowledgment copy of the Proposal, Buyer permitting Seller to start Work, or Buyer's acceptance of any Work.
2. **The Work** Seller will perform the Work identified in the Proposal. Unless expressly included in the Proposal, Seller's Work excludes: (a) any design services; (b) permits; (c) historic preservation compliance; (d) any obligation as to hazardous materials, including the duty to discover, abate, handle, or remove lead and asbestos-containing material; (e) costs or work associated with hidden, unusual, or unknown conditions; (f) perimeter sealants/caulking of aluminum; (g) testing; (h) LEED compliance or certification; and (i) stamped certified structural calculations; (j) testing, special samples, and mock-ups; (k) final cleaning of glass and related aluminum; (l) extended or special warranties. Seller has no obligation to protect installed Work and shall not be responsible for damage to installed Work or required to repair damage to installed Work.
3. **Delegated Design** Buyer agrees Seller is not an engineer or architect and is not engaging in or attempting to engage in any design or engineering services for the Work, including without limitation assessing the sufficiency or structural integrity of any design. When such services are expressly required by the Proposal, such services shall be performed by third party licensed engineers or design professionals, under contract with Seller. Seller and Seller's engineer or design professionals shall be entitled to rely upon the completeness, accuracy, and adequacy of Buyer's design and performance criteria.
4. **Price & Payment** Buyer shall pay the Contract Sum stated in the Proposal. The Contract Sum includes sales tax unless otherwise specified. Seller may require a completed and approved credit application before Work begins. If Buyer does not have an account with Seller, a 50% deposit is required at time of order, with the balance due at completion. Credit card payments are subject to a 3% processing fee. For authorized accounts, Seller shall invoice Buyer monthly with payment due NET 30. Seller shall have the right to bill for stored materials. Seller shall be entitled to stop work for nonpay-ment upon written notice to Buyer. All sums not paid within 30 days shall bear interest at the rate of 1% per month from the due date until paid. Seller may recover from Buyer all costs to enforce the Proposal, including reasonable attorney fees. Buyer's obligation to pay Seller shall not be subject to or conditioned upon Buyer's receipt of payment from any third party.
5. **Shipping & Inspection** Buyer shall promptly inspect delivered Goods and report any damaged, defective, or missing material in writing to Seller. Buyer waives any right to reject or revoke acceptance of Goods unless within 10 days after Buyer learns of the defect or within 45 days after delivery of Goods, whichever is earlier, Buyer notifies Seller in writing of such defect. Title to and the risk of loss of Goods passes to the Buyer when Goods are delivered to Buyer at the location specified in the Proposal. Buyer assumes the risk of loss once Goods are delivered.
6. **Limited Warranty** Seller warrants its Work for a period of one year from the date the Work is substantially complete. Provided Seller receives notice of a defect within that one-year warranty period, Seller will repair or replace, at Seller's sole option, Seller's defective Work. Buyer shall provide Seller a reasonable opportunity to inspect, and repair or replace defective work. This warranty excludes any Work requiring repair or replacement due to normal wear and tear, damage or defects caused by abuse, misuse, improper operation or maintenance, damage resulting from fire, wind, water, lightening, vandalism, corrosive elements, Acts of God, building settling, structural failures of walls or foundations, modifications performed by others, scratches from cleaning, or other damages outside the control of Seller. Seller does not warrant materials manufactured by others; any warranty for materials manufactured by others is exclusively the warranty of that manufacturer on its terms and conditions. Seller disclaims any other warranty and disclaims any warranty of merchantability or fitness for a particular purpose. Seller does not warrant any existing conditions that may affect Seller's Work. This warranty is contingent on Seller first receiving payment in full for the Work.
7. **Limited Remedy & Limited Liability** Buyer's sole and exclusive remedy for any defect in the Work is limited to the repair and replacement of defective Work. The maximum liability for all damages arising from the Work, including without limitation, contract damages and damages for injuries to persons or property, whether arising from Seller's breach of the Proposal, breach of warranty, negligence, or any other theory shall not exceed the price paid by Buyer for the Goods. Buyer waives any claim for incidental, consequential, and special damages, including without limitation, loss of use, loss of value, and loss of profits.
8. **Force Majeure** Seller shall not be liable for any loss, damage, or injury resulting from any circumstance beyond Seller's control (Force Majeure), including but not limited to: changes in the Work; changes to a project schedule that differ from the bid schedule and other schedule changes beyond Seller's reasonable control; labor unrest: fires; unusual weather conditions; acts or omissions of government authorities; changes in applicable law; civil unrest; embargo; vendor priorities or allocations, or unavailable materials; delays in delivery; virus or disease. If a Force Majeure event occurs, Seller shall be entitled to an equitable adjustment in the time to perform the Work and an equitable adjustment to the Contract Sum for any increase in the cost of the Work and for any labor inefficiency or loss or productivity, plus reasonable overhead, and profit.
9. **Delay to Seller** If Seller's performance is delayed through no fault of Seller by more than 30 days, Seller shall have the right to: (i) participate in creating a revised schedule with an agreed upon revised start date and completion date for Seller's performance; and (ii) terminate the Proposal upon seven days' notice to Buyer.
10. **Changes** Seller shall have no obligation to perform any additional or changed Work until Buyer provides written authorization for such work and the parties agree to an equitable adjustment in the Contract Sum (including reasonable overhead and profit) and adjustment in the time to perform. Seller may invoice the costs for added or changed Work during the same period Seller incurs such costs, regardless of whether Buyer has issued a written directive.
11. **Insurance** Seller shall maintain typical general liability, auto, and workers compensation insurance. Buyer and Seller waive all rights against each other for damages to the extent covered by any insurance, except such rights as Buyer or Seller have to the proceeds of such insurance. Buyer and Seller's insurance policies shall provide such waivers of subrogation by endorsement or otherwise.
12. **Indemnity** Buyer shall defend, indemnify, and hold harmless Seller and its agents, employees, and customers, from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any death, or injury to any person, damage or destruction to any property, by whomsoever suffered, resulting or claimed to result in whole or in part, from Seller's acts or omissions or Seller's breach of the Proposal, except where Seller is adjudged to be the sole cause of such claim.
13. **Assignment** Buyer shall not assign or delegate any right, interest, or obligation in this Proposal without Seller's prior written consent.
14. **Termination** Buyer's termination or cancellation of these Terms is conditioned upon Buyer indemnifying Seller against losses caused by Buyer's cancellation. Non-stock, custom, or special orders are non-cancelable. If Buyer breaches the Agreement, Seller shall be entitled to terminate this Agreement upon seven days' written notice to Buyer and shall be entitled to pursue any other remedies available at law or equity.
15. **Enforcement** The Proposal shall not be construed against the drafter and shall be construed in a neutral manner. If any provision of the Proposal is invalid or unenforceable, the remainder of the Proposal shall not be affected, and each provision of the Proposal shall be enforceable to the fullest extent permitted. This Agreement is binding upon and inures to the benefit of the parties and their successors and permitted assigns.
16. **Integration** The Parties intend the Proposal to be a complete, integrated contract. The parties have not made any oral representations or other agreements, except as specifically stated in this Agreement. This Agreement may be amended only by written agreement signed by both parties, except that Seller shall be entitled to payment for all work requested or directed by Buyer, even in the absence of Buyer's written directive.
17. **E-Transaction** The parties may conduct business and exchange and execute records in electronic form.
18. **Licensing Notice** A residential builder or maintenance and alteration contractor must be licensed under Article 24 of Act 299 of the Public Acts of 1980, as amended, Michigan Compiled Laws, §339.2401 to §339.2412. Seller is licensed and Seller's license number is 2102218101.
19. **Limitation of Action** No action, regardless of its theory or form, and arising out of this Proposal or any Work may be brought against Seller more than two (2) years after Seller substantially completes its Work. Seller's investigation of defects in the Work or Seller's performance of warranty work does not extend this two-year period limitation period.
20. **Dispute Resolution** Any controversy arising out of or related to the Proposal, shall first be resolved through good faith direct discussions by party representatives with authority to resolve disputes. If a dispute is not resolved within 14 business days of the first date of direct discussions, the parties shall submit their dispute to facilitative mediation, as a condition precedent to any formal legal proceeding. The parties shall share equally the costs of mediation. Mediation shall occur within 45 days of a party's first request for mediation. If a dispute is not resolved through mediation, at Seller's option, such dispute may be resolved by arbitration, by a single arbitrator under the rules of the American Arbitration Association. The arbitrator's award shall be final, and binding and judgment may be entered upon it in any court having jurisdiction.
21. **Law/Venue** This Proposal shall be deemed to be made in Kent County, Michigan and is governed by Michigan law. Any action arising out of the Proposal, except as otherwise provided in paragraph 20, shall be brought exclusively in the state or federal courts located in Kent County Michigan. Buyer consents that such courts shall have personal jurisdiction over Buyer. The Parties waive any right to a trial by jury.
22. **Market Volatility** Unless stated otherwise, the prices quoted in this Proposal are valid for 15 days from the date of the Proposal (Price Hold Period). If Buyer and Seller do not execute this Proposal or another trade contract in the Price Hold Period, then Seller shall have the right to reprice the the Work to reflect changes in material costs.
23. **Trade Contract** If Seller's Proposal and Terms and Conditions are not used as the trade contract between Buyer and Seller, then Seller's Work is contingent upon the execution of a trade Contract with mutually agreeable terms between Buyer and Seller, and Seller reserves the right to withdraw from the project if terms cannot be reached.

10/07/24
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF INDUSTRIAL SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, the utility plants have a continuing need to purchase industrial supplies for the maintenance and repair of plant equipment for daily operations.
2. It is recommended City Council authorize the purchase of industrial supplies from Applied Industrial Technologies, Inc. using the OMNIA Partners cooperative purchasing contract through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of industrial supplies using the OMNIA Partners cooperative purchasing contract.
2. The City Council authorizes the Mayor and City Clerk to sign 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 October 7, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: September 4, 2024

Subject: Purchase of Industrial Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council authorize the purchase of industrial supplies from Applied Industrial Technologies, Inc. using the OMNIA Partners contract #16154 which provides discounted pricing for industrial supplies through December 31, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
    - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The utility plants have a continuing need to purchase industrial supplies such as bearings, belts, couplings, gearboxes, hydraulic components, motors, pulleys, and seals for the maintenance and repair of plant equipment for daily operations. To ensure compliance with City purchasing policies and to maximize cost savings, utilizing the OMNIA Partners contract #16154 is recommended. This contract provides access to competitive, volume discount pricing through Applied Industrial Technologies, Inc.

Applied Industrial Technologies is a leading distributor of industrial supplies, representing over 2,000 manufacturers and offering an extensive inventory of over 6 million parts and products. Locations in Wyoming and Holland provide ease of access to both utility plants and online ordering is available 24/7. Utilizing the OMNIA Partners contract #16154 with Applied Industrial Technologies offers an efficient and cost-effective solution for purchasing industrial supplies.

It is estimated that the utility plants will spend approximately $30,000.00 on industrial supplies each fiscal year during the contract term. Leveraging the OMNIA Partners contract #16154 provides significant discounts on a wide range of industrial supplies, optimizing our budget and ensuring fiscal responsibility. Additionally, the availability and timely delivery of essential supplies contributes to the smooth operation of the utility plants.

OMNIA Partners Contract #16154		
Category	Minimum Discount	Average Discount
Bearings	21.50%	46.70%
Power Transmission	22.00%	51.70%
Safety Products	15.93%	29.90%
Industrial Hose, Valves	17.12%	32.30%
Hand & Power Tools	12.48%	27.00%
General Industrial Products	15.15%	42.90%
Industrial Chemical	17.94%	28.70%
Lubrication Products	16.07%	31.70%
Pneumatic Products	17.11%	25.40%
Hydraulic Products	17.04%	36.07%

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in various utility plant accounts including 591-537-55300-775.000 and 590-536-54300-775.000

CITY OF WYOMING

CITY PURCHASING CONTRACT

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

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

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

Effective Date means:	September 17, 2024
Term means:	September 17, 2024 to December 31, 2026 (which may be extended by mutual written agreement).
Items means:	the parts, equipment, or other items the City may purchase as provided from time-to-time by Applied Industrial Technologies Inc. proposal.
Proposal means:	Supplier's Bids/Proposals from time-to-time provided to Park's Department staff.
Standard Terms means:	"City Contract Standard Terms and Conditions" attached as Exhibit A and as modified by mutual agreement of the City and Supplier.
Supplier means:	Applied Industrial Technologies, Inc.

An Ohio corporation, authorized to do business in Michigan

Remittance Address:	22510 Network Pl Chicago, IL 60673 (866) 954-3718
Service Center Location:	10963 Paw Paw Drive Holland MI 49424-8600 (616) 394-0733

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in a Proposal.

2. City will pay the Supplier in accordance with the Proposal.

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

Total amount will not exceed $30,000 per fiscal year.

4. This Contract will consist of the following contract documents, incorporated herein by reference and listed in order of precedence from first to last (the "Contract Documents"):

A. This City Purchasing Agreement, including Exhibit A.

B. OMNIA Contract No. 16154-RFP awarded by Maricopa County, Arizona, as lead public agency on behalf of U.S. Communities Government Purchasing Alliance to Contractor on January 11, 2017 (the "Maricopa County Contract") attached as Exhibit C hereto.

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

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

City of Wyoming

By: _____
Robert Postema, Mayor Pro-Tern

By: Kelli A. VandenBerg, City Clerk

Date signed: _____, 20_

Approved as to form: _____

Supplier: Applied Industrial Technologies, Inc.

By: _____
Jason W. Vasquez, Vice President

Date signed: September 25, 2024

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.clov/program_offices/general_counsel/limited_denial_pancipation_hud funding disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new and the best of their respective kind, Supplier warrants that all goods sold to City are manufactured by others and are sold exclusively with such warranties as may be extended by the manufacturer of such goods. Supplier will provide all reasonable assistance to the City in obtaining the benefits of applicable manufacturers' warranties. Supplier provides no express warranty and any and all implied warranties of merchantability or fitness for a particular purpose are hereby excluded. The City is responsible for installation and use of all goods in accordance with manufacturer's instructions.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items.

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

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

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

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

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

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

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

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

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

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

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL
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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
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. Waver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or

19. General Terms.

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

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

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

Exhibit B

Proposal -Purchases will take place on an as needed basis during the Term by means of purchase orders issued by the City with Supplier's pricing set per the Maricopa County Contract

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant 1 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: September 4, 2024

Subject: Purchase of Industrial Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: October 7, 2024

RECOMMENDATION:

It is recommended the City Council authorize the purchase of industrial supplies from Applied Industrial Technologies, Inc. using the OMNIA Partners contract #16154 which provides discounted pricing for industrial supplies through December 31, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - STEWARDSHIP
  - GOAL 3 — Improve City infrastructure and service reliability.

DISCUSSION:

The utility plants have a continuing need to purchase industrial supplies such as bearings, belts, couplings, gearboxes, hydraulic components, motors, pulleys, and seals for the maintenance and repair of plant equipment for daily operations. To ensure compliance with City purchasing policies and to maximize cost savings, utilizing the OMNIA Partners contract #16154 is recommended. This contract provides access to competitive, volume discount pricing through Applied Industrial Technologies, Inc.

Applied Industrial Technologies is a leading distributor of industrial supplies, representing over 2,000 manufacturers and offering an extensive inventory of over 6 million parts and products. Locations in Wyoming and Holland provide ease of access to both utility plants and online ordering is available 24/7. Utilizing the OMNIA Partners contract #16154 with Applied Industrial Technologies offers an efficient and cost-effective solution for purchasing industrial supplies.

It is estimated that the utility plants will spend approximately $30,000.00 on industrial supplies each fiscal year during the contract term. Leveraging the OMNIA Partners contract #16154 provides significant discounts on a wide range of industrial supplies, optimizing our budget and ensuring fiscal responsibility. Additionally, the availability and timely delivery of essential supplies contributes to the smooth operation of the utility plants.

OMNIA Partners Contract #16154		
Category	**Minimum Discount**	**Average Discount**
Bearings	21.50%	46.70%
Power Transmission	22.00%	51.70%
Safety Products	15.93%	29.90%
Industrial Hose, Valves	17.12%	32.30%
Hand & Power Tools	12.48%	27.00%
General Industrial Products	15.15%	42.90%
Industrial Chemical	17.94%	28.70%
Lubrication Products	16.07%	31.70%
Pneumatic Products	17.11%	25.40%
Hydraulic Products	17.04%	36.07%

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in various utility plant accounts including 591-537-55300-775.000 and 590-536-54300-775.000

EXHIBIT C

SERIAL 16154-RFP **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Applied Industrial Technologies Inc.**

DATE OF LAST REVISION: September 16, 2021 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, 2021 **2026**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chi Procurement Officer Office of Procurement Services

IG/mm
Attach

Copy to: Office of Procurement Services
Beth, Cressman, FMD
Sammi Birchard, FMD

EXHIBIT C- OMNIA Partners Contract

SERIAL 16154-RFP **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Applied Industrial Technologies Inc.**

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Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

IG/mm
Attach

Copy to: Office of Procurement Services
Beth, Cressman, FMD
Sammi Birchard, FMD

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Applied Industrial Technologies Inc., an Ohio corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)

- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor.

Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer or USC member.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. In no event shall Contractor be liable for indirect, incidental, special or consequential damages.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service to the extent of Contractor's negligence or omissions.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2

business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by Project/Task Order)

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.3.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.3.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.3.3 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.4 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 If services are provided through a third party, the Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract to the extent of third party's warranty. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 CONTRACTOR MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract,

CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to**

obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-**1203** ~~1202~~ of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

6.28 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.28.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.28.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.28.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.29 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.30 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.31 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. By the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.32 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.33 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.34 RELATIONSHIPS:

6.34.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.34.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.35 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.36 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.37 **CONTRACT COMPLETION**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

6.38 **ORDERING AUTHORITY**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.39 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.40 **PURCHASE ORDERS**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.41 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01**

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6.42 **CONFIDENTIAL INFORMATION**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new

and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

6.43 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.43.1 Exhibit A, Pricing;

6.43.2 Exhibit B, Scope of Work;

6.43.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
160 South4th Avenue
~~320 West Lincoln Street~~
Phoenix, Arizona 85003-2494

For Contractor:
APPLIED INDUSTRIAL TECHNOLOGIES INC.
~~1 APPLIED PLAZA~~ **2251 Network Pl**
~~CLEVELAND, OHIO 44115-2193~~ **Chicago, IL 60673**
Attn: Dan King

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

Kurt Loring, Vice President
PRINTED NAME AND TITLE

1 Applied Plaza, Cleveland, OH 44115
ADDRESS

December 21, 2016
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE: JAN 17 2017

ATTESTED:

CLERK OF THE BOARD — DATE: JAN 17 2017

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — DATE: 12, 2017

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Applied Industrial Technologies, Inc.
COUNTY VENDOR NUMBER :	W000006778
ADDRESS:	**22510 Network Pl** ~~1 Applied Plaza~~
	Chicago, IL 60673 ~~Cleveland, Ohio 44115~~
P.O. ADDRESS:	~~PO Box 6925, Cleveland, Ohio 44115-2193~~
TELEPHONE NUMBER:	216-426-4400
FACSIMILE NUMBER:	216-373-5567
WEB SITE:	Applied.com
CONTACT (REPRESENTATIVE):	Daniel King
REPRESENTATIVE'S E-MAIL ADDRESS:	dking@applied.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS	

1.0 PRICING:

	Wholesale Catalog Discount By Category Industrial	Feb-17	

1.19	Category 19	Industrial Products	**Product Category pricing structure is as follows:**

EFFECTIVE 06/30/2017
***When the manufacturer list price is unavailable and or the manufacturer list price is inconsistent, Contractor's pricing methodology will default to a minimum of 10% discount from www.applied.com open site price.**

Product Category	Minimum Discount Off Manufactures List	Average Discount Off Manufactures List
Bearings	21.50%	46.70%
Power Transmission	22.00%	51.70%
Safety Products	15.93%	29.90%
Industrial Hose, Valves	17.12%	32.30%
Hand & Power Tool	12.48%	27%
General Industrial Products	15.15%	42.90%
Industrial Chemical	17.94%	28.70%
Lubrication Products	16.07%	31.70%
Pneumatic Products	17.11%	25.40%
Hydraulic Products	17.04%	36.70%

1.2	Do you offer a Rebate in lieu of a discount	Y		
	Annual volume from $500,000 to $749,999		1.0% of eligible purchases	
	Annual volume $750,000 or greater		1.5% of eligible purchases	
	Note: "Eligible Purchases" are those made at standard contract price without additional			

	discounting. All exceptions must be noted			
	on the quote.			
1.3	Industrial Services		**Service Type**	**Minimum Discount**
			Fluid Power Repair	10.00%
			Fluid Power Engineering	10.00%
			Industrial Hose Assembly	10.00%
			Rubber Fabrication and Service	10.00%
			Repair and Rebuild Centers	10.00%
			MaintenancePRO Training	0.00%

WARRANTIES: Materials are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.
Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy
Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.
Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy
Materials are sold only with such warranties as may be extended by the manufacturer of the product.
Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.
Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy.

EXHIBIT B
SCOPE OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 **INTENT:**

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in an industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 **INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 **GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Contractors are to have the broadest possible selection of INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Industrial Supplies and Related Services (Installation, Repair, and Renovation)** – A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons, hospitals and public agencies.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services)** – A complete range of related products, excluding janitorial supplies, and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and

porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):

2.2.5.1 Hose Fabrication
2.2.5.2 Hydraulic Repairs
2.2.5.3 Gearbox Repairs
2.2.5.4 Conveyor System Repairs
2.2.5.5 Vulcanizing
2.2.5.6 Rubber Fabrication

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES
Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, ball bearings, rubber services, conveyor systems, and other industrial products and services.

2.4 PRODUCT ORDERING:

2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

Internet
Will Call (Phone or FAX order)
POS (Point-of-sale)

2.5 PRODUCT PRICING:

2.5.1 Industrial:
Pricing on Tier I items shall be a fixed percentage (%) off manufacturer list price by Product Category (see Exhibit A). Pricing on all other items shall be a fixed percentage (%) off Applied Catalog List Price (see Exhibit A). A rebate on gross sales shall be paid annually (see Exhibit A). Manufacturer and Applied Catalog price updates will be

allowed once per year. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed and product(s) to be provided. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Applied Maintenance Supplies and Solutions shall be available in three forms: Vendor Managed Inventory, Customer Managed Inventory, and Vending Solutions. There will be no price associated with MSS services with the exception of Vending Solutions, which will incur a 5% markup over the contracted price. For agencies maintaining a minimum spend of $5,000 per month on vended items, Applied will provide a Helix-type vending machine for the agencies' use free of cost. For agencies implementing MSS Vending Solutions under this threshold, the monthly rental for the vending machine will be determined with the agency at the time of implementation . Title to and ownership of all vending machine and bins shall be and remain in MSS. Title to and ownership of all products under consignment program shall be and remain in MSS until removed.

2.9 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.9.1 Sales Dollars
2.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.9.3 Procurement card (MasterCard or Visa brand)

2.10 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.11.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any

additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.11.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.11.6.1 Contract Serial number
2.11.6.2 Contractor's name and address
2.11.6.3 Participating Public Agency's name and address
2.11.6.4 Participating Public Agency's purchase order number
2.11.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 MAINTENANCE: (If required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.10 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

~~EXHIBIT C~~
~~FACILITIES MANAGEMENT REQUIREMENTS~~

~~Maricopa County Facilities Management operation requirements.~~

~~1.0 HOURS OF SERVICE:~~

~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~

~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~

~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~

~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~

~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~

~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.~~

~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~

~~3.2 County offices located in Gila Bend, AZ~~

~~3.3 County offices located in Buckeye, AZ~~

~~3.4 County offices located in Aguila, AZ~~

~~3.5 Only one trip charge may be charged per service call.~~

~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

4.4.1 Shirt/blouse
4.4.2 Vest
4.4.3 Cap

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on-site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

Invoices are required to contain the following information and should be e-mailed to FMD.ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.

7.1 Company name, address and contact information

7.2 County bill to name and contact/requestor information

7.3 Building Name and Building Number

7.4 County purchase order number

7.5 County contract number

7.6 Maximo (FMD) service call number

7.7 Invoice number and date

7.8 Date of service or delivery

7.9 Description of Purchase (services performed)

7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)

7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)

7.12 Arrival and completion time

7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied

7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

1.1 REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.

1.2 AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.

1.3 WEEKENDS are anytime on a Saturday or a Sunday.

1.4 HOLIDAYS are County holidays.

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.

2.2 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.

2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.

2.4 Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

4.0 DEAD END CHARGE:

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- Shirt/blouse
- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights,

salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 DELIVERY:

9.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7^{th}) calendar day after order is received.

9.2 Exceptions to delivery schedule will be special order items that must be identified to the County.

9.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.

9.4 Delivery will be made to the following address:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE

2401 S. 28th Dr.

Phoenix, AZ 85009

Warehouse Manager: 602-506-1935

Warehouse Specialist: 602-506-1943

Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:

10.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.

10.2 For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.

10.3 Home Depot Account invoices should contain access to the following information:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number
- Contract or BidSync agreement number
- Maximo (Facilities Management) work order number
- Invoice number and date

- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**

  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

AMENDMENT No. 1

To

16154-RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES

Between

APPLIED INDUSTRIAL TECHNOLOGIES, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Applied Industrial Technologies, Inc. ("Contractor") have entered into a Contract for the purchase of Maintenance Repair and Operating Supplies and Services, dated February 1, 2017 ("Agreement") County Contract No: 16154-RFP.

WHEREAS, County and Applied Industrial Technologies, Inc. have agreed to further modify the Agreement by including certain terms and conditions:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Under this Amendment, additional language will be added to Exhibit A Pricing, under Section 1.19, regarding Contractor's pricing methodology.

Please see below for the revisions:

1.19	Category 19	Industrial Products	**Product Category pricing structure is as follows:**		
***When the manufacturer list price is unavailable and or the manufacturer list price is inconsistent, Contractor's pricing methodology will default to a minimum of 10% discount from www.applied.com open site price.**			**Product Category**	**Minimum Discount Off Manufactures List**	**Average Discount Off Manufactures List**
			Bearings	21.50%	46.70%
			Power Transmission	22.00%	51.70%
			Safety Products	15.93%	29.90%
			Industrial Hose, Valves	17.12%	32.30%
			Hand & Power Tool	12.48%	27%
			General Industrial Products	15.15%	42.90%
			Industrial Chemical	17.94%	28.70%
			Lubrication Products	16.07%	31.70%
			Pneumatic Products	17.11%	25.40%
			Hydraulic Products	17.04%	36.70%

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services Department.

APPLIED INDUSTRIAL TECHNOLOGIES, INC.

Authorized Signature

Kurt Loring, Vice President
Printed Name and Title

June 19, 2017
Date

MARICOPA COUNTY:

Chief Procurement Officer

June 27, 2017
Date

APPLIED INDUSTRIAL TECHNOLOGIES INC., 22510 NETWORK PL, CHICAGO, IL 60673
~~1 APPLIED PLAZA, CLEVELAND, OH 44115-2193~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000003401
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31, ~~2021~~ 2026.**

10.07.24
Planning/NH

ORDINANCE NO. 09-24

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (144) TO REZONE 1024, 1038, AND 1042 BURTON STREET FROM FBC-CC FORM BASED CODE CORRIDOR CENTER TO FBC-CS FORM BASED CODE CORRIDOR NEIGHBORHOOD

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

(144) (a) To rezone the following described property at 1024 Burton Street SW (parcel number 41-17-11-205-024) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-205-024, AS SURVEYED:
LOTS 4 & 5 EX COM AT SE COR LOT 4 TH N 60.5 FT ALONG E LINE OF SD LOT TH W 78.27 FT TO A PT ON W LINE OF SD LOT 5 WHICH IS 57.5 FT N FROM SW COR SD LOT 5 TH S 57.5 FT TO SD SW COR TH E TO BEG * M F POWERS ADDITION.

Section 2. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

(144) (a) To rezone the following described property at 1038 Burton Street SW (parcel number 41-17-11-204-024) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-204-024, AS SURVEYED:
LOTS 1 2 3 & 57 * HUIZEN & HOOGTERP ADD.

Section 3. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

(144) (a) To rezone the following described property at 1042 Burton Street SW (parcel number 41-17-11-205-026) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-205-026, AS SURVEYED:
LOT 6 * M.F. POWERS' ADDITION.

Section 4. That this ordinance shall take effect on October 27, 2024.

I certify that this ordinance was adopted by the Wyoming City Council at a regular session of the City Council held on October 7, 2024.

_____
Kelli A. VandenBerg, City Clerk

CITY OF WYOMING

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

August 27, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from FBC-CC Corridor Center Area to FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 Burton St SW (Section 11) (City of Wyoming Planning Staff).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 20, 2024. At the meeting, a motion was made by Hall, supported by Smart, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

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

The Planning staff look for opportunities to bring the City into alignment with the Wyoming [re]Imagined Master Plan. One of the goals in the master plan includes developing vacant parcels to meet increased housing needs. With this goal in mind, the Community Development office purchased two vacant properties along the Burton Street commercial corridor to redevelop as owner-occupied housing. The City used Community Development Block Grant (CDBG) funds for this property acquisition and these two properties are required to be developed as affordable housing. Recently, the City released a request for proposal for the development of these properties, desiring to create four to eight affordable homes that will be sold to households at or below 80% Area Median Income. The City anticipates that a townhome development will be the most efficient use of the property.

Townhomes are not permitted in the Corridor Center Area, and Wyoming Staff requests these three parcels be rezoned to Form Based Code: Corridor Neighborhood. These properties are directly adjacent to existing Form Based Code: Corridor Neighborhood, which runs along Burton Street to the east. This rezoning would both align with the master plan and allow these parcels to act as a transition between existing neighborhood homes to the east and the walkable commercial corridor to the west. The intent is that this redevelopment will provide much needed affordable housing and also work as a catalyst for development of this commercial corridor.

Two residents spoke during the public hearing and expressed concerns about how a residential development would impact clear vision at the adjacent street corners and how parking on nearby streets would be impacted. It was noted during the meeting that both clear vision and

parking requirements are addressed during the site plan review process. Garages will be required for housing at this location and clear vision is a standard part of the site plan review process.

In addition, an email was sent to Planning Commission that expressed a preference for commercial development at this site and a concern that dense residential developments harm neighborhoods. This parcel has been vacant for much of the last two decades, after the lumber supply store closed and the building was demolished. In recent years, there was minimal interest in a commercial use of the site and the site has been a vacant lot since 2015. The parcels immediately to the east are all zoned Corridor Neighborhood and adding townhomes fronting Burton at this location would provide a transition to the commercial properties to the west of the subject parcels. The townhomes would be owner-occupied and provide modest density along a commercial corridor that would benefit from this investment.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site.

Respectfully submitted,



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

Cc: John Shay, City Manager



N

0 125 250 500 Feet

Burton St SW Rezoning

1024, 1038, and 1042 Burton St SW

looked at currently. Also, part of the warehouse on the west side would be torn down.

Micele asked who would be responsible for monitoring the Good Neighbor Policy.

Patterson replied that both Shea and Cherry Health would work together to monitor and make sure the policy is being followed.

Micele mentioned he agreed with Zapata about the intersection and wondered if Wyoming Public Schools could provide a crossing guards during the school season.

Hofert replied that part of the City Center Trail Project calls for a road diet. One lane in each direction with outside lane reserved for pedestrian and bike usage and that would at least help slow traffic down and pulls the vehicles away from the crosswalk. Staff will work with Engineering to note the concerns and signal timing will be important. The City's Police Department also monitors and educates where necessary especially at the beginning of the school year.

A vote on the motion passed unanimously.

A motion was made by Randall, supported by Zapata to grant site plan approval at 2929 Burlingame Ave SW subject to conditions 1-13.

Hall expressed appreciation for the changes made from when the project was first presented to commissioners one year ago.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3
Request for a Rezoning from FBC-CC Corridor Center Area to FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 Burton St SW (Section 11) (City of Wyoming Planning Staff)

Smith explained that the sites are zoned FBC-CC (Form Based Code Corridor Center) and outlined the various uses of the surrounding land. He then explained the City's interest in the rezoning and its intention to create owner-occupied affordable housing on two of the three subject parcels.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan*;

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as mixed use. Mixed use areas include horizontal mixed use, which clusters different uses along the corridor. The Master Plan states that multifamily structures should be encouraged in these areas, to both increase activity in underutilized commercial areas and support local business. It also recommends taking advantage of opportunities to add affordable housing to the City's housing stock. The proposed use of the properties meets the vision and intent of the City's Master Plan by creating affordable housing opportunities along a commercial corridor.
compatible uses.

(b) *Compatibility of the allowed uses with existing and future land uses;*
The existing use of a beauty salon on one of the properties would be permitted to continue, and the ability to redevelop as residential housing would be possible in the future. The proposed use of the vacant properties is compatible with residential uses in Corridor Neighborhood and follows the Mixed Use future land use. This would effectively provide a transition from the commercial areas of Burton Street to nearby residential neighborhoods.

(c) *Capability of the property to be served by public services*;
The properties can be served by public services and utilities.

(d) *Ability of the property to be used as currently zoned*; *and*
The property's current Form Based Code: Corridor Center zoning does not allow for any residential building types. The proposed rezoning would permit the existing uses to continue while accommodating new housing development in the district.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*
In addition to housing, Form Based Code: Corridor Neighborhood permits community centers, municipal uses, nursery schools, and religious or social service assembly. All the allowed uses are appropriate at the proposed properties.

Smith shared the following staff comments:

(a) *Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*
The City's 2020 AI and HNA calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a contribution to meeting Wyoming's housing need as zoned Corridor Neighborhood Area.

(b) *Dimensional Standards*
The Form Based Code does not regulate parcels based on dimensions.

(c) *Location*
These properties are located adjacent to other properties zoned Form Based Code: Corridor Neighborhood. The properties are located next to a walkable commercial

corridor, Godfrey Elementary School, Lee Middle & High School, Pinery Park, Battjes Park, and the planned City Center trail network system.

(d) *Process*
The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- July 16 – Planning Commission considers rezoning request.
- August 5 – City Council hears the first reading of the rezone request.
- August 19 – Board of Zoning Appeals hears the variance request.
- September 2 – City Council hears the second reading of the rezone request.

Smith explained that the Development Review Team recommends the Planning Commission grant the FBC-CN rezoning request at 1024, 1038, and 1042 Burton Street SW and recommend the same to City Council.

Micele opened the public hearing at 7:42PM.

Jean Fishman, 2051 Denwood, said she has a concern for visibility when you are coming out of Denwood onto Burton.

Dave Dykema, 2015 Huizen, expressed his concern of not having enough parking for the amount of housing units.

The public hearing was closed at 7:44PM.

A motion was made by Hall supported by Smart to grant the FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 and recommend the same to City Council.

Hall wanted to confirm that the commissioners were voting only on the re-zoning matter and the residents' concerns would be addressed at the time of site plan approval.

Weller asked if the rezoning would allow for residential only or for commercial with residential above.

Smith explained that the rezoning would allow for residential only and doesn't allow for commercial uses. As it is zoned currently it does allow for commercial and residential above.

Weller stated his preference for the property to remain zoned to allow for commercial and residential.

Micele asked if the proposal matched the master plan to which Smith responded in the affirmative.

Zapata, noted that there was a comment given to commissioners and the note spoke to what Weller was speaking of. Zapata asked staff why a proposal for commercial and residential above was denied by planning commission years ago.

Smith responded that the decision predates the form-based code and it would not have been allowed in that zone. It would have been allowed in the current zone, but no proposals were submitted in the years since. Since the property was purchased with the city's Community Development Block Grant funds, the City is not allowed to put commercial on the property, the City would have to turn the property over to someone else and refund the granted money to HUD.

Hofert stated that the intent of purchasing the property with CDBG funds and then select a non-profit developer was to bring affordable owner-occupied housing to the corridor. When you have commercial and residential above it is not as easy to have owner occupied housing units.

Weller wanted to confirm if another parcel with the same zoning (Corridor Center) was to submit for commercial on the bottom and residential above it would be allowed.

Hofert confirmed if it was in the Corridor Center zone, it would be an allowed use.
A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

AGENDA ITEM NO. 4

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land. Hofert said that the project is returning to Planning Commission due to major changes to the site plan. She noted that, as a returning item, commissioners should already be familiar with this project and she would move more quickly through some of the elements that had not changed.

The project includes a 299,845 square foot facility and an additional 17,120 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

09.10.2024
Community/Econ Dev.

ORDINANCE NO. 12-24

ORDINANCE request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-203 “Definitions C”, 90-216 “Definitions P”, 90-319 “Dwellings in nonresidential districts”, 90-408B “Permitted uses after special approval”, 90-420A “Specific requirements”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU), 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-1608 “Retail building type”, 90-1902 “Maximum off-street parking spaces”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending 90-201 to read as follows:

Sec. 90-201 DEFINITIONS "A"

Accessible: A term used to describe a parcel of land that has frontage on, and vehicular access to, an improved public road or an improved private road that has been approved by the city.

Access management: A technique to improve traffic operations along a major roadway and decrease the potential for accidents through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

Accessory use, building, or structure: A use, building or structure which is clearly incidental to, customarily found in connection with, subordinate to, and located on the same zoning lot as the principal use to which it is related, and devoted exclusively to the main use of the premises.

Administrative approval: The city departments of building, planning, fire, assessing, public works and engineering who grant site plan approval for those development projects that do not require planning commission authorization.

Administrative review: The city departments of building, planning, fire, assessing, public works and engineering whose responsibility is to review and comment on site plan submittals prior to planning commission review.

Adult business: a business establishment catering to adults only, as defined in ~~section 14-88~~ **Article I, Section 14-2** of the City of Wyoming Code of Ordinances.

Adult care facilities:

(1) *Adult care facilities, state-licensed:* A facility for the care of adults, over 18 years of age, as licensed and regulated by the state under Michigan Public Act 218 of 1979, and rules promulgated by the state department of human services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.

(2) *Adult day care facility:* A facility other than a private residence, which provides care for more than six adults for less than a 24-hour period.

(3) *Adult foster care family home:* A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.

(4) *Adult foster care large group home:* A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks.

(5) *Adult foster care small group home:* A private home with the approved capacity to receive seven to 12 adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.

(6) *Congregate adult care facility:* A private home with the approved capacity to receive more than 20 adults.

Animals:

(1) *Domestic:* Any animal customarily kept by humans for companionship, including, but not limited to, dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.

(2) *Exotic:* Any species of animal not considered domestic or livestock, including, but not limited to, snakes, lizards and potbellied pigs.

Athletic training facility. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

Section 2. That Chapter 90, Article 2 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending 90-203 to read as follows:

Caliper: The diameter of a tree trunk, measured at breast height.

Caretaker living quarters: An independent residential dwelling unit designed for and occupied by no more than two persons, where at least one is employed to look after goods, buildings, or property on the parcel on which the living quarters are located.

Carport: A shelter for vehicles consisting of a roof extended from a wall or a building or a partially open structure consisting of a roof and possibly walls. Carports shall comply with all yard requirements applicable to private garages.

Child care/residential care facilities:

(1) *Child care facility:* A facility for the care of children under 18 years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Human Services.

(2) *Child care centers, nursery schools, and day nurseries:* A facility, other than a private residence, receiving pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.

(3) *Family day care home (six or fewer children less than 24 hours per day):* A private home in which one but less than six minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

(4) *Group day care home (seven to 12 children less than 24 hours per day):* A private home in which more than seven but not more than 12 children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood,

marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

(5) *Foster family group home:* A private home in which more than four, but less than seven children, who are not related to an adult member of the household by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

(6) *Foster family home:* A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

Church ~~***or other place of worship: A site used for the regular assembly of persons for the conduct of religious services and related accessory uses. Accessory uses may include rectories, living quarters for church ministry and other members of the religious order who carry out their duties primarily on the site, religious education classes, day care, outdoor recreation facilities, religious office space and youth centers. Rescue missions, tent revivals and other temporary assemblies are not included in this definition.***~~ **See *Place of Worship***

City officials:

(1) *City council or council:* The elected, legislative body of the City of Wyoming.

(2) *Building official or building inspector:* Mean's the Registered Building Official or that person's designee.

(3) *Planning commission or commission:* The planning commission of the City of Wyoming, as appointed by the mayor and endorsed by the city council, pursuant to the Municipal Planning Act.

(4) *City planner:* The administrator of the planning department for the City of Wyoming.

(5) *Board of zoning appeals or board:* The board of zoning appeals of the City of Wyoming. Members are appointed by city council pursuant to the zoning act.

Clinic, medical: An establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery.

Club: A nonprofit organization of persons for charitable, fraternal or social purposes or for the promulgation of agriculture, sports, arts, science, literature, politics or the like, but not operated to espouse beliefs or further activity that is not in conformance with the Constitution of the United States or any laws or ordinances. The facilities owned or used by the organization may be referred to as a "club" in this chapter.

Commercial use: The use of property for retail sales or similar businesses where goods or services are sold or provided directly to the consumer. As used in this chapter, "commercial use" shall not include industrial, manufacturing, or wholesale businesses.

Commercial vehicle: Any vehicle bearing or required to bear commercial license plates and which falls into one or more of the following categories:

(1) Truck tractor.

(2) Semi-trailer, which shall include flat beds, stake beds, roll-off containers, tanker bodies, dump bodies and full or partial box-type enclosures.

(3) Refrigerated and box van vehicles of a type that are commonly used for the delivery of ice cream, milk, bread,

fruit or similar vending supply or delivery trucks.

(4) Tow trucks.

(5) Commercial hauling trucks.

(6) Vehicle repair service trucks.

(7) Snow plowing trucks.

(8) Any other vehicle with a commercial license plate having a gross vehicle weight in excess of 10,000 pounds or a total length in excess of 22 feet.

(9) Limousine.

Community center: A government or nonprofit facility used for recreational, social, educational, cultural services and activities. Services may be targeted to certain populations (e.g. youth, seniors) but membership is available to the general public. Examples of services include: tax assistance, fitness training, senior meals, after school tutoring sessions, food pantries and public assemblies. This use does not include schools, places of worship, banquet facilities, social or service club, or counseling services. A community center is different than a neighborhood center, which is a use that is accessory to a residential development.

Community special event: A temporary outdoor use that extends beyond the normal uses and standards allowed by the zoning ordinance of the city. Special events include auto shows, art shows, festivals and nonprofit fund raisers of community-wide interest.

Condominium:

(1) *Building area:* The portion of the condominium project designed and intended for separate ownership as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, or recreational use as a time-share unit or any other type of use.
(2) *Condominium:* A system of separate ownership of individual units and/or multiple-unit projects according to the Condominium Act.
(3) *Condominium Act:* State of Michigan Public Act 59 of 1978, as amended.

(4) *Condominium subdivision plan:* Drawings and information which show the size, location, area, and boundaries of each condominium unit, building locations, the nature, location, and approximate size of common elements, and other information required by Section 66 of the Condominium Act.

(5) *Condominium unit site:* The area designating the perimeter within which the condominium unit must be built.

After construction of the condominium unit, the balance of the condominium unit site shall become a limited common element. The term "condominium unit site" shall be equivalent to the term "lot" for purposes of determining compliance of a site condominium subdivision with the provisions of this chapter pertaining to minimum lot size, minimum lot width, minimum lot coverage and maximum floor area ratio.

(6) *General common element:* The area of common elements other than the limited common elements intended for the common use of all co-owners.
(7) *Limited common element:* Area of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.
(8) *Master deed:* The condominium document recording the condominium project as approved by the city including attached exhibits and incorporating, by reference, the approved by-laws for the project and the approved condominium subdivision plan for the project.
(9) *Site condominium project:* A condominium project designed to function in a similar manner, or as an alternative, to a platted subdivision. A residential site condominium project shall be considered as equivalent to a platted subdivision for purposes of regulation in this chapter.

Contractor's yard: A site on which a building contractor stores equipment, tools, vehicles, building materials, and other appurtenances used in or associated with building or construction. A contractor's yard includes outdoor storage.

Conservation easement: A legal agreement in which the landowner retains ownership of private property, but conveys certain specifically identified rights to a land conservation organization or a public body.

Construction: Any act or process that is carried out under a current and valid building permit consisting of on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facilities or addition thereto, including related activities. Construction implies a diligent continuance of action toward completion, and any construction that has ceased due to expiration of a permit shall be considered inactive.

Convalescent home or *nursing home:* A nursing care facility, but excluding a hospital or a facility created by Act No. 152 of the Public Acts of 1985, as amended, being MCL 36.1 to 36.12 of the Michigan Compiled Laws, which provides organized nursing care and medical treatment to seven or more unrelated individuals suffering or recovering from illness, injury, or infirmity.

Curb cut: An opening from the public street to a private driveway or public drive serving an individual site or group of sites.

Section 3. That Chapter 90, Article 2 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending 90-216 to read as follows:

Parking and loading:

(1) *Loading space:* An off-street space on the same lot with a building or group of buildings, for temporary parking for a commercial vehicle while loading and unloading merchandise or materials.
(2) *Off-street parking lot:* A facility providing vehicular parking spaces along with adequate drives and aisles for maneuvering so as to provide access for entrance and exit for parking of more than two vehicles.

Passenger vehicle: A privately owned and licensed motor vehicle intended primarily for the transport of people.

Pawn broker: A person, corporation, partnership or firm whether operating under an assumed name or any other designation, which loans money on deposit or pledge of personal property or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back again at a stipulated price.

Performance guarantee: A security, in the form of cash deposit, certified check, irrevocable bank letter of credit, or surety bond, in an amount sufficient to cover the estimated cost of improvements required as part of an application for development that is deposited with the municipality to ensure that the improvements are satisfactorily completed.

Personal service establishment: A use that performs services on the premises, such as barber and beauty shops; watch, radio, television, clothing and shoe repair shops; tailor; photographic studios; locksmiths; and similar establishments requiring some minor retail activity.

Pet, domestic: See: "animal, domestic".

Place of Worship: A site used for the regular assembly of persons for the conduct of religious services and related accessory uses. Accessory uses may include rectories, living quarters for church ministry and other members of the religious order who carry out their duties primarily on the site, religious education classes, day care, outdoor recreation facilities, religious office space and youth centers. Rescue missions, tent revivals and other temporary assemblies are not included in this definition.

Pool or billiard hall: An establishment wherein three or more pool or billiard tables are provided for use by patrons. See also "indoor recreation facility."

Porch:

(1) *Enclosed porch:* A covered projection from the main wall of a building, enclosed on three sides by permanent or detachable glass sash, but not used as general living space. A porch shall become general living space when the enclosed space is heated or air-conditioned and when the percentage of window area to wall is less than 50 percent.

(2) *Open porch:* A covered projection from the main wall of a building, open on three sides except for wire screening. A porch shall not be considered open if enclosed by either permanent or detachable glass sash.

Principal building and use:

(1) *Principal building (also called a "main building"):* A building or, where the context so indicates, a group of buildings in which is conducted the principal use of the lot on which the building is situated.

(2) *Principal use (also called a "main use"):* The primary use to which the premises are devoted and the primary purpose for which the premises exist.

Private ponds: An outdoor body of standing water, accumulated in an artificially constructed basin or depression in the earth, partly or completely above or below the grade of the ground surface existing prior to construction, capable of holding water to a depth greater than 24 inches filled to capacity. Temporary basins or depressions excavated in conjunction with construction of building foundations or building basements and swimming pools, and stormwater detention ponds having permanent water surfaces, are not included in this definition.

Section 4. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B. - Permitted uses after special approval.

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

(1) All principal permitted uses after special approval in the B-1 business district.
(2) Amusement machine parlors.
(3) Automobile car wash establishments.
(4) Drive through restaurants.
(5) Automobile gasoline and automobile service stations.
(6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
(7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
(8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
(9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
(10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
(11) College or university.
(12) Radio or television tower.

(13) Uses similar to the principal permitted uses of section ~~90-448~~ **90-407B** and not listed elsewhere in this chapter as a principal permitted use or special approval use.
(14) Boardinghouses. Not permitted in the downtown development authority area.
(15) Cocktail lounges, nightclubs, and ~~taverns~~ **bars**.
(16) Adult businesses as defined in ~~section 14-88~~ **Article I, Section 14-2** of this Code. Not permitted in the downtown development authority area.
(17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
(18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
(19) Multiple family.
(20) ~~Assembly halls and churches~~ **Places of Worship.**
(21) Community centers.
(22) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
(23) Transitional housing for more than ten individuals.
(24) Permanent supportive housing for more than ten individuals.
(25) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
(26) Assembly halls.

Section 5. That Chapter 90, Article 4, Section 90-420A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

(1) Minimum land area for each dwelling unit in the R-4 Residential District shall be:

	Land Area in Square Feet	
Dwelling Unit Size	No Second Floor Hallway for Common Use	With Second Floor **Hallway** for Common Use
Efficiency or one-bedroom unit	3,800	2,600
Two-bedroom unit	4,200	3,000
Three-bedroom unit	4,600	3,400
Four-or more bedroom units	5,000	4,000

(2) In the R-4 Residential District for every lot on which a multiple, row or terrace dwelling is erected, there shall be a yard space on each side of the lot. This yard space shall be increased beyond the yard spaces indicated by two feet for each ten feet or part thereof, by which the length or width of the multiple, row or terrace dwelling exceeds 40 feet in overall dimension, along with the adjoining side lot line. Where two or more multiple, row or terrace dwellings are erected upon the same lot, there shall be a minimum of 20 feet in width between structures. This yard width shall be increased by two feet for each ten feet or part thereof, by which each multiple, row or terrace dwelling structure, having common yards, exceeds 40 feet in length on that side of the dwelling structure facing the common yard, or this yard space shall be increased by two feet for each five feet or part thereof, by which each permitted multiple dwelling structure, having common yards, exceeds 40 feet in height on that side of the dwelling structure facing the common yard, whichever is greater.
(3) In the R-4 Residential District parking shall not be permitted in the 25 feet of the front yard depth closest to the abutting street.

(4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.

(5) In the R-4 Residential District and for uses other than one- and two-family there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.

Section 6. That Chapter 90, Article 11, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1406 CORRIDOR CENTER AREA (CC)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Assembly Halls									
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									

Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen	P	P							

Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P$								
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							

Multiple family dwellings	P$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	S	S							
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P								
Pool hall/billiards									
Printing and publishing									
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P [B]	P [B]							
Single-family detached dwelling									
State licensed residential facility									

Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

Section 7. That Chapter 90, Article 11, Section 90-1407 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1407. - Corridor urban area (CU).

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The following standards apply to the corridor urban area:

1.0 Permitted building types refer to division 6 for building type requirements:

A.

Mixed-use building.

B.

Zero lot line retail building.

C.

Civic building.

2.0 Permitted uses:

A.

Refer to Table 90-1407 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

■ Permitted by right (P)

■ Permitted by right, on floors two and above (P$)

■ Permitted by right and only allowed on first floor (P#)

■ Permitted by Special Land Use Permit (S)

■ Uses indicated with a blank cell are not permitted in this Area.

3.0 Building height by context area:

A. Number of stories for buildings is regulated by context area.

B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.

C. Building height for all buildings except zero lot line retail building.

- Minimum: 25 feet.
- Maximum: 90 feet.
- Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CU Area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Any use in retail sales of 20,000 square feet or more.

B. Bowling alley.

C. Dance hall/nightclub.

D. Indoor skating rink.

E. Indoor theater.

F. Poolhall/billiards.

G. Secondhand businesses.

H. Assembly Halls

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	S	S							
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Assembly Halls	**S**								
Automobile gasoline/convenience store									

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley	S	S							
Bus transfer station	P								P
Business office	P								
Business service establishments	P								
Car wash									
College or university									P
Commercial greenhouse	P	P							
Community center	P								
Convalescent or nursing homes									
Dance hall/nightclub	S	S							

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P$								
Indoor skating rink	S	S							
Indoor theater	S	S							
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P$								
Municipal uses									P

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P$								
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures									
Photographic studio	P								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P								

Section 8. That Chapter 90, Article 11, Section 90-1408 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1408. - Corridor general area (CG).

The following standards apply to the corridor general area:

1.0 Permitted building types refer to division 6 for building type requirements:

A. Mixed-use building.

B. Zero lot line retail building.

C. Retail building.

D. Live/work building.

E. Apartment.

F. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1408 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right in Division Avenue Form Based Code Area only (P^{D}).
- Permitted by right, on floors two and above (P$).
- Permitted by right and only allowed no first floor (P#).
- Permitted by special land use permit (S).
- Uses indicated with a blank cell are not permitted in this area.

3.0 building height by context area:

A. Number of stories for buildings is regulated by context area.

B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.

C. Building height for all buildings except zero lot line retail building.

- Minimum: 25 feet.
- Maximum, within 28th Street Corridor: 90 feet.
- Maximum, within Division Avenue and Burton Street Corridor: 45 feet.

Exception: 75 feet, with special use approval.

■ Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CG area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Car wash, permitted only in the Division Avenue Corridor.

B. Commercial greenhouse, permitted only in the Division Avenue Corridor.

C. Dance hall/nightclub.

D. Drive-through establishments. Drive through entries shall take access from secondary frontages. Permitted only in the Division Avenue Corridor.

E. Open air business.

F. Secondhand businesses.

G. Special land use for five-story buildings within the Division Avenue corridor follow section 90-508.

H. Assembly Halls.

TABLE 90-1408 CORRIDOR GENERAL AREA (CG)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P	P	P	P				P
Any use in retail sales of 20,000 square feet or more	P	P	P						
Apparel shop	P	P	P	P					
Assembly Halls	**S**	**S**	**S**						
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience			P [D]						

store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P	P	P					
Bank and financial institution	P								
Barbershop	P			P	P#				
Beauty shop	P			P	P#				
Bowling alley									
Bus transfer station	P								P
Business office	P	P [D]	P [D]	P	P#				
Business service establishments	P	P [D]	P [D]	P	P#				
Car wash			S [D]						
College or university									P
Commercial greenhouse	S [D]		S [D]						

Community center	P								
Convalescent or nursing homes									
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Drive-through establishments	S	S	S						
Drugstore	P	P	P	P					
Dry cleaning establishment (per 90-401B (5) (c))		P	P						
Eating and drinking establishments (without drive-through service)	P	P	P		P#				
Flower shop	P	P	P	P					
Funeral homes or mortuaries									
General merchandise store	P	P	P	P					
Grocery	P	P	P	P	P#				
Hardware store, paint and wallpaper	P	P	P	P					
Health and fitness	P				P#				
Hotel	P$								

Indoor skating rink									
Indoor theater	P	P	P						
Light Industrial / Maker's Spaces									
Medical office	P	P [D]	P [D]	P	P#				
Microbrewery, small distiller	P	P	P						
Multiple family dwellings	P$			P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P$			P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P	P						
Parking structures									
Photographic studio	P	P	P	P					
Pool hall/billiards									
Printing and publishing	P			P					
Professional office	P	P [D]	P [D]	P	P#				

Religious or social service assembly									
Secondhand business	S	S	S						
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P#		P						

P = Permitted use. P ^{D} = Permitted in Division Avenue Form Based Code Area only. P$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. **S ^{D} = Permitted in Division Avenue Form Based Code Area only**. Blank cell = Use not permitted.

Section 9. That Chapter 90, Article 11, Section 90-1409 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1409. - Corridor sub-urban area (CS).

The following standards apply to the corridor sub-urban area:

1.0 Permitted building types refer to division 6 for building type requirements.
- A. Retail building.
- B. Live/work building.
- C. Apartment.
- D. Rowhouse.
- E. Civic building.

2.0 Permitted uses:
- A. Refer to Table 90-1409 for land uses permitted in this area for each building type that is permitted in the area that are as follows:
  - ■ Permitted by right (P).
  - ■ Permitted by right, on floors two and above (P$).
  - ■ Permitted by right and only allowed on first floor (P#).
  - ■ Permitted by special land use permit (S).
  - ■ Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:
- A. Number of stories for buildings is regulated by context area.

B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
C. Building height for all buildings:
- Minimum: 25 feet.
- Maximum: 60 feet.
- Retail building: One story building required.

4.0 Special land uses:
The following are specific standards for special land uses in the CS area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Bowling alley.
B. College or university.
C. Commercial greenhouse.
D. Community center.
E. Dance hall/nightclub.
F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
G. Indoor skating rink.
H. Indoor theater.
I. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.
J. Pool hall/billiards.
K. Secondhand businesses.
L. Assembly Halls.

TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Assembly Halls			**S**						
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile									

service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash									
College or university			S						S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					

Flower shop			P	P					
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Light Industrial / Maker's Spaces									
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					

Professional office			P	P					
Religious or social service assembly									
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

Section 10. That Chapter 90, Article 11, Section 90-1410 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1410. - Corridor edge area (CE).

The following standards apply to the corridor edge area:

1.0 Permitted building types refer to division 6 for building type requirements:

A. Retail building.

B. Live/work building.

C. Apartment.

D. Rowhouse.

E. Two-family house.

F. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1410 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

■ Permitted by right (P).

■ Permitted by right in Division Avenue Form Based Code Area only (P^{D}).

■ Permitted by right, on floors two and above (P$).

■ Permitted by right and only allowed on first floor (P#).

■ Permitted by special land use permit (S).

■ Permitted by special land use permit in Division Avenue Form Based Code Area only (S^{D}).

■ Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

A. Number of stories for buildings is regulated by context area.

B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.

C. Building height for all buildings:

■ Minimum: No minimum.

■ Maximum: 45 feet.

■ Retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CE area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Automobile sales. Permitted on Division Avenue Corridor only.

B. Car wash. Permitted on Division Avenue Corridor only.

C. College or university.

D. Dance hall/nightclub.

E. Drive-through establishments. Drive through entries shall take access from secondary frontages.

F. Funeral homes or mortuaries.

G. Open air business.

H. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.

I. Pool hall/billiards.

J. Secondhand businesses.

K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.

L. Light industrial/maker's spaces. Single tenant buildings shall not exceed 10,000 square feet. Multi-tenant buildings shall not exceed 30,000 square feet. Permitted on Division Avenue only.

M. Assembly Halls.

TABLE 90-1410 CORRIDOR EDGE AREA (CE)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more			P						
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Assembly Halls			**S**						
Automobile gasoline/convenience store			P [D]						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P [D]						
Automobile sales			S [D]						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P [D]						
Baked goods			P	P					
Bank and financial institution			P						

Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P [D]	P					
Business service establishments			P [D]	P					
Car wash			S [D]						
College or university			S						S
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						

Eating and drinking establishments (without drive-through service)			P	P					
Flower shop			P	P					
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						
Indoor theater			P						
Light Industrial / Maker's Spaces			S [D]	S [D]					
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and				P	P#				

dependent care facilities for seven or more people									
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			P						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Self storage facilities			S [D]						
Single-family detached dwelling									
State licensed residential facility									

Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						

P = Permitted use. **P ^{D} = Permitted in Division Avenue Form Based Code Area only.** P$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. **S ^{D} = Permitted in Division Avenue Form Based Code Area only**. Blank cell = Use not permitted.

Section 11. That Chapter 90, Article 11, Section 90-1411 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses						P	P	P	P
Any use in retail sales of 20,000 square feet or more									
Apparel shop									
Art, including art work, art supplies and framing materials									
Assembly Halls									
Automobile gasoline/convenience store									

Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods									
Bank and financial institution									
Barbershop									
Beauty shop									
Bowling alley									
Bus transfer station									
Business office									
Business service establishments									
Car wash									
College or university									

Commercial greenhouse									
Community center									S
Convalescent or nursing homes									
Dance hall/nightclub									
Delicatessen									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									
Flower shop									
Funeral homes or mortuaries									
General merchandise store									
Grocery									
Hardware store, paint and wallpaper									
Health and fitness									

Hotel									
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office									
Microbrewery, small distiller									
Multiple family dwellings									
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									S
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment									
Parking structures									
Photographic studio									
Pool hall/billiards									

Printing and publishing									
Professional office									
Religious or social service assembly									P
Secondhand business									
Self-service laundry and dry cleaning									
Single-family detached dwelling								P	
State licensed residential facility								P	
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

Section 12. That Chapter 90, Article 11, Section 90-1608.6 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

6.0 Site dimensional requirements:

Refer to Illustration 6.09 for graphic representation of the dimensional requirements regarding site and building placement.

A. Front setback (at principal frontage):

■ Required build-to-zone from five to 15 feet from principal frontage line (building shall be within build-to-zone).

■ In corridor edge context area (CE) with principal frontages along ~~28th Street,~~ Division Avenue~~, and Burton Street~~: Required build-to-zone shall be five to 50 feet from principal frontage line.

B. Side setback (at secondary frontage):

■ Required build-to-zone from zero to 15 feet from secondary frontage line (building shall be within build-to-zone).

C. Side setback (at non-frontage locations):

■ Three feet from non-frontage side property line.

D. Rear setback (at non-frontage locations):

■ Ten feet from non-frontage rear property line.

E. Optional angled building corner with required entry door. Maximum length of angled wall shall be eight feet.

F. Required 20-foot minimum building depth.

G. At corner locations: Required 30-foot minimum extension of required building depth along secondary frontages. Thirty-foot extension is in addition to the required 20-foot minimum depth.

H. Building façade width along principal frontage shall be built to a minimum of 50 percent of the overall length of the principal frontage line length.

I. Balconies, awnings, canopies, cornices, eaves, upper bays, and projecting signs may extend into setbacks, beyond build-to-zones or into the public right-of-way per the requirements of the encroachment section in division 3.

J. Unenclosed porches, stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in division 3. These elements shall not project into the public right-of-way.

K. Maximum site coverage for retail buildings is 90 percent.

Section 13. That Chapter 90, Article 11, Section 90-1902 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1902. - Maximum off-street parking spaces.

The maximum number of required off-street parking spaces shall be provided and maintained on the premises or as otherwise allowed by this article, on the basis of the following and the specific requirements of section 90-600 in article 6.

(a) When units or measurements determining the number of required parking spaces result in a fraction over one-half, a full parking space shall be required.
(b) In the case of a use not specifically mentioned, the requirement for off-street parking facilities for a specified use which is most similar shall apply, as determined by the city planner.
~~**(c) Each 24 inches of bench, pew or similar seating facilities shall be counted as one seat.**~~
(c) Where parking requirements are based upon maximum seating or occupancy capacity, the capacity shall be as determined by the Building Code and the Fire Code.

Section 14. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

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

_____

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 12-24

CITY OF WYOMING

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

October 7, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-201 "Definitions 'A'", 90-203 "Definitions 'C'", 90-216 "Definitions 'P'", 90-408B "Permitted uses after special approval", 90-420A "Specific requirements", 90-1406 "Corridor Center Area (CC)", 90-1407 "Corridor Urban Area (CU)", 90-1408 "Corridor General Area (CG)", 90-1409 "Corridor Sub-Urban Area (CS)", 90-1410 "Corridor Edge Area (CE)", 90-1411 "Corridor Neighborhood Area (CN)", 90-1608 "Retail building type", and 90-1902 "Maximum off-street parking spaces."

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 17, 2024. At the meeting, a motion was made by VanDuren, supported by Zapata, to recommend that City Council approve the proposed text amendments. The motion to approve passed unanimously.

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

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. The amendments recommended in the following list are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

- *Adult Business Outdated Reference (Section 90-201 and Section 90-408B)*
  These ordinance sections reference a subsection of the Code of Ordinances (14-88) that does not exist anymore. The correct notation should identify Section 14-2, which includes the definition of Adult Business in the City's Code of Ordinances.
- *Places of Worship Terminology Update (90-203, 90-216, Section 90-408B)*
  At present, the ordinance is inconsistent at identifying places of worship, with many references only using "church." These changes are to clarify that all places of worship are to be treated similarly, regardless of how they describe their congregations.
- *Assembly Hall Use Addition (90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411)*
  Assembly Halls are a common request in both the form based code and the Euclidean code, but they are not listed in the use tables for the form based code. Staff recommends adding this use and clarifying that, as in the Euclidean code, it is a special use. While this change is reflected in all tables, Assembly Halls will only be allowed in 90-1407, 90-1408, 90-1409, and 90-1410, as this mirrors what is being done with

Assembly Halls and Places of Worship in the Euclidean Section 90-408B, while also maintaining the uniformity of the Form Based Code tables.

- *Light Industrial/Maker's Spaces Use Addition (90-1406, 90-1407, 90-1408, 90-1409, and 90-1411)*
  The "Light Industrial/Makers Spaces" use is missing from several tables. Staff recommends adding this use to the land use tables for 90-1407, 90-1408, 90-1409, and 90-1411 to maintain uniformity within the Form Based Code tables, but only allowing this use where it is already listed in the form based code.
- *B-2 "Permitted uses after special approval" Outdated Reference (90-408B)*
  This section includes a dead-link to section 90-448, which no longer exists. The updated reference should be 90-407B, which is the list of principal permitted uses in this zoning district. The second change is to Section 90-408B(15). This section refers to the outdated term "taverns", which Staff is recommending be updated to the modern term "bars."
- *R-4 Minimum Land Area Requirements (90-420A)*
  The second column of the table describing minimum land area requirements uses the phrase "No Second Floor Hallway for Common Use." The third column does not include the word "Hallway" when referring to the second floor. To be consistent in the language and address confusion among developers, staff recommends changing the text of the third column to the following: "With Second Floor Hallway for Common Use".
- *Missing Table Footnotes (90-1408 and 90-1410)*
  The use tables for Corridor General and Corridor Edge reference SD and PD, but those two notations are not listed in the footnotes for those tables. Staff recommends adding "SD = Permitted in Division Avenue Form Based Code Area only" and "PD = Permitted in Division Avenue Form Based Code Area only." at the bottom of these tables.
- *Retail Building Front Setback Clarification (90-1608)*
  Staff recommends eliminating the words "28th Street" and "Burton Street". Subsection A has two bullet-points, which give different measurements for the front setback build-to-zone. The recommended change eliminates this conflict.
- *Parking Calculation Redundancy (90-1902)*
  Subsection C references the measurement of benches and pews in relation to required parking spaces. This calculation is already outlined in the referenced parking section (90-600), this portion of 90-1902 becomes redundant, and confusing. Staff recommends removing it.

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

Respectfully submitted,



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

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 4

DATE DISTRIBUTED: September 10, 2024

PLANNING COMMISSION DATE: September 17, 2024

ACTION REQUESTED: Request to amend Zoning Code Sections 90-201 "Definitions 'A'", 90-203 "Definitions 'C'", 90-216 "Definitions 'P'", 90-408B "Permitted uses after special approval", 90-420A "Specific requirements", 90-1406 "Corridor Center Area (CC)", 90-1407 "Corridor Urban Area (CU)", 90-1408 "Corridor General Area (CG)", 90-1409 "Corridor Sub-Urban Area (CS)", 90-1410 "Corridor Edge Area (CE)", 90-1411 "Corridor Neighborhood Area (CN)", 90-1608 "Retail building type", and 90-1902 "Maximum off-street parking spaces"

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Joe Blair, Planner II

GENERAL BACKGOUND:
From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This can come from citizen petitions, direction from City Council, commentary from Planning Commission, requests for interpretation, or through difficulties identified within development. The Planning Staff will then recommend to Planning Commission the clerical or substantive changes. Both types of changes must then be approved by the Planning Commission and adopted by the City Council of Wyoming as an ordinance amendment.

These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Adult Business Outdated Reference (Section 90-201 and Section 90-408B)

This ordinance section references a subsection of the Code of Ordinances (14-88) that does not exist anymore. The correct notation should identify Section 14-2, which includes the definition of Adult Business in the City's Code of Ordinances. A similar dead reference is located in the B-2 "Permitted uses after special approval" (90-408B), which will also be updated.

Places of Worship Terminology Update (90-203, 90-216, Section 90-408B)

At present, the ordinance is inconsistent at identifying places of worship, with many references only using the word "church." To be more inclusive and consistent with the language of modern ordinances, Staff is recommending that the definition of "Church" in Section 90-203 "Definitions 'C'" be moved to a new entry in Section 90-216 "Definitions 'P'" under the phrase "Place of Worship". This change would also include the addition of language redirecting the existing "Church" entry to the "Place of Worship" definition. References to churches will also be replaced with places of worship in the zoning districts where they are permitted. In B-2, staff also recommends placing "Assembly Halls" as a separate item under "Permitted uses after special approval" (90-408B).

Assembly Hall Use Addition (90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411)

Assembly Halls are a common request in both the form based code and the Euclidean code, but they are not listed in the use tables for the form based code. Staff recommends adding this use and clarifying that, as in the Euclidean code, it is a special use. While this change is reflected in all tables, Assembly Halls will only be allowed in 90-1407, 90-1408, 90-1409, and 90-1410, as this mirrors what is being done with Assembly Halls and Places of Worship in the Euclidean Section 90-408B, while also maintaining the uniformity of the Form Based Code tables.

Light Industrial/Maker's Spaces Use Addition (90-1406, 90-1407, 90-1408, 90-1409, and 90-1411)

Light Industrial/Makers Spaces is a use that already exists in Section 90-1410 "Corridor Edge Area" as a special land use only on Division Avenue. Staff recommends adding this use to the land use tables for 90-1407, 90-1408, 90-1409, and 90-1411 to maintain uniformity within the Form Based Code tables.

B-2 "Permitted uses after special approval" Outdated Reference (90-408B)

This section includes a dead-link to section 90-448, which no longer exists. The updated reference should be 90-407B, which is the list of principal permitted uses in this zoning district.

The second change is to Section 90-408B(15). This section refers to the outdated term "taverns", which Staff is recommending be updated to the modern term "bars."

B-2 "Permitted uses after special approval" Terminology Update (90-408B)

This section refers to the outdated term "taverns," which Staff is recommending be updated to the modern term "bars."

R-4 Minimum Land Area Requirements (90-420A)

The second column of the table describing minimum land area requirements uses the phrase "No Second Floor Hallway for Common Use." The third column does not include the word "Hallway" when referring to the second floor. To be consistent in the language and address confusion among developers, staff recommends changing the text of the third column to the following: "With Second Floor Hallway for Common Use".

Missing Table Footnotes (90-1408 and 90-1410)

The use tables for Corridor General and Corridor Edge reference S^D and P^D, but those two notations are not listed in the footnotes for those tables. Staff recommends adding "S^D = Permitted in Division Avenue Form Based Code Area only" and "P^D = Permitted in Division Avenue Form Based Code Area only." at the bottom of these tables.

Retail Building Front Setback Clarification (90-1608)

Staff recommends eliminating the words "28th Street" and "Burton Street". Subsection A has two bullet-points, which give different measurements for the front setback build-to-zone. The recommended change eliminates this conflict.

Parking Calculation Redundancy (90-1902)

Subsection C references the measurement of benches and pews in relation to required parking spaces. This calculation is already outlined in the referenced parking section (90-600), this portion of 90-1902 becomes redundant, and confusing. Staff recommends removing it.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in green ink.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201, 90-203, 90-216, 90-408B, 90-420A, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, 90-1608, and 90-1902 and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager
Myron Erickson, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community & Economic Development

would like to vacate ROW that does not need to be included in the project and acquire an area of new ROW for constructing a turn-around when the road is paved.

The area proposed to be vacated does not need to be public ROW since the area is only adjacent to 5522 Clay Ave, therefore no adjacent property owners will lose access to their properties as a result of the vacation. The vacation would decrease the cost of paving in the upcoming project as well as decrease long-term maintenance costs for the road.

Public utilities will exist within the area to be vacated, so a public utility easement will be retained by the City over the entire area that is vacated.

Hofert said the Development Review Team recommends the Planning commission grant approval of the proposed right-of-way vacation and recommend the same to City Council.

Randall opened the public hearing at 8:18PM. There was no public comment, and the hearing was closed.

A motion was made by Zapata, supported by Gilreath-Watts to grant approval of the proposed right-of-way vacation and recommend the same to City Council.

Lamer asked if staff knew what utility was going in at the moment because there was a big hole in the middle of the street to which staff responded they weren't sure and would get back to him on that.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 4
Request to amend Zoning Code Sections 90-201 "Definitions 'A'", 90-203 "Definitions 'C'", 90-216 "Definitions 'P'", 90-408B "Permitted uses after special approval", 90-420A "Specific requirements", 90-1406 "Corridor Center Area (CC)", 90-1407 "Corridor Urban Area (CU)", 90-1408 "Corridor General Area (CG)", 90-1409 "Corridor Sub-Urban Area (CS)", 90-1410 "Corridor Edge Area (CE)", 90-1411 "Corridor Neighborhood Area (CN)", 90-1608 "Retail building type", and 90-1902 "Maximum off-street parking spaces" (Wyoming Planning Staff)

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:
City staff is recommending updating the following sections for the following reasons:

Adult Business Outdated Reference (Section 90-201 and Section 90-408B)

This ordinance section references a subsection of the Code of Ordinances (14-88) that does not exist anymore. The correct notation should identify Section 14-2, which includes the definition of Adult Business in the City's Code of Ordinances. A similar dead reference is located in the B-2 "Permitted uses after special approval" (90-408B), which will also be updated.

Places of Worship Terminology Update (90-203, 90-216, Section 90-408B)

At present, the ordinance is inconsistent at identifying places of worship, with many references only using the word "church." To be more inclusive and consistent with the language of modern ordinances, Staff is recommending that the definition of "Church" in Section 90-203 "Definitions 'C'" be moved to a new entry in Section 90-216 "Definitions 'P'" under the phrase "Place of Worship". This change would also include the addition of language redirecting the existing "Church" entry to the "Place of Worship" definition. References to churches will also be replaced with places of worship in the zoning districts where they are permitted. In B-2, staff also recommends placing "Assembly Halls" as a separate item under "Permitted uses after special approval" (90-408B).

Assembly Hall Use Addition (90-1406, 90-1407, 90-1408, 90-1409, 90-1410, and 90-1411)

Assembly Halls are a common request in both the form based code and the Euclidean code, but they are not listed in the use tables for the form based code. Staff recommends adding this use and clarifying that, as in the Euclidean code, it is a special use. While this change is reflected in all tables, Assembly Halls will only be allowed in 90-1407, 90-1408, 90-1409, and 90-1410, as this mirrors what is being done with Assembly Halls and Places of Worship in the Euclidean Section 90-408B, while also maintaining the uniformity of the Form Based Code tables.

Light Industrial/Maker's Spaces Use Addition (90-1406, 90-1407, 90-1408, 90-1409, and 90-1411)

Light Industrial/Makers Spaces is a use that already exists in Section 90-1410 "Corridor Edge Area" as a special land use only on Division Avenue. Staff recommends adding this use to the land use tables for 90-1407, 90-1408, 90-1409, and 90-1411 to maintain uniformity within the Form Based Code tables, but the use would remain limited to the "Corridor Edge Area."

B-2 "Permitted uses after special approval" Outdated Reference (90-408B)

This section includes a dead link to section 90-448, which no longer exists. The updated reference should be 90-407B, which is the list of principal permitted uses in this zoning district.

The second change is to Section 90-408B(15). This section refers to the outdated term "taverns", which Staff is recommending be updated to the modern term "bars."

B-2 "Permitted uses after special approval" Terminology Update (90-408B)

This section refers to the outdated term "taverns," which Staff is recommending be updated to the modern term "bars."

R-4 Minimum Land Area Requirements (90-420A)

The second column of the table describing minimum land area requirements uses the phrase "No Second Floor Hallway for Common Use." The third column does not include the word "Hallway" when referring to the second floor. To be consistent in the language and address confusion among developers, staff recommends changing the text of the third column to the following: "With Second Floor Hallway for Common Use".

Missing Table Footnotes (90-1408 and 90-1410)

The use tables for Corridor General and Corridor Edge reference S^D and P^D, but those two notations are not listed in the footnotes for those tables. Staff recommends adding "S^D = Permitted in Division Avenue Form Based Code Area only" and "P^D = Permitted in Division Avenue Form Based Code Area only." at the bottom of these tables.

Retail Building Front Setback Clarification (90-1608)

Staff recommends eliminating the words "28th Street" and "Burton Street". Subsection A has two bullet-points, which give different measurements for the front setback build-to-zone. The recommended change eliminates this conflict.

Parking Calculation Redundancy (90-1902)

Subsection C references the measurement of benches and pews in relation to required parking spaces. This calculation is already outlined in the referenced parking section (90-600), this portion of 90-1902 becomes redundant, and confusing. Staff recommends removing it.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201, 90-203, 90-216, 90-408B, 90-420A, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, 90-1608, and 90-1902 and recommend the same to City Council.

Randall opened the Public Hearing at 8:27PM. There was no public comment, and the hearing was closed.

A motion was made by VanDuren, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

Randall thanked staff for their diligent work on the text language and bringing the changes to Planning Commission in one lump versus individual requests.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5

Request for site plan approval at 5840 Wilson Ave SW (Section 32) (GJCR, LLC; Dean Rosendall).

Blair explained that the site is zoned R-4 Residential District and outlined the various uses of surrounding land.