AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 7, 2025, 7:00 P.M.

1) **Call to Order**
2) **Invocation –** Pastor Rick South, Abundant Life Church of God
   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) **Approval of Minutes**
   From the June 16, 2025 Regular Meeting and Closed Session
6) **Approval of Agenda**
7) **Public Hearings**
   7:01 p.m. To Consider Approval of a Transfer Application for an Industrial Facilities Exemption Certificate in the City of Wyoming from ST Plastics LLC to MS Metal Solutions Investors LLC dba Proos Manufacturing
8) **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.
9) **Presentations and Proclamations**
   a) Presentations
      1. Junior Shooting Sports Program Awards
   b) Proclamations
10) **Petitions and Communications**
   a) Petitions
   b) Communications
11) **Reports from City Officers**
   a) From City Council
   b) From City Manager
12) **Budget Amendments**
13) **Consent Agenda**
   All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
   a) Of Appreciation to Bruce Robey for His Service as a Member of the Election Commission of the City of Wyoming
   b) Of Appreciation to Matthew Buist for His Service as a Member of the Zoning Board of Appeals of the City of Wyoming
   c) Of Appreciation to Chris Hall for His Service as a Member of the Zoning Board of Appeals of the City of Wyoming

d) To Appoint and Reappoint Members to Boards and Commissions for the City of Wyoming
e) To Appoint and Reappoint Members to Boards and Commissions for the City of Wyoming

14) Resolutions

a) To Approve the Transfer of Industrial Facilities Exemption Certificate from ST Plastics LLC to MS Metal Solutions Investors LLC dba Proos Manufacturing and Authorizing the Mayor and City Clerk to Sign the Amended IFT Agreement

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

a) For the Purchase of Tables, Chairs, and Racks for Godwin Mercado
b) For the Purchase of Tiny Mobile Robot Pro X and Accessories
c) To Approve and Authorize the Signing of a Facility Encroachment Agreement
d) To Approve and Authorize the Signing of a Pipeline Relocation Contract
e) To Accept a Proposal for Engineering Professional Services
f) To Accept a Proposal for Design Services for the 44th Street Bridge Over Buck Creek
g) To Authorize the Purchase of Vehicles and Equipment
h) To Authorize the Purchase of a Replacement Vehicle
i) For the Purchase of Volcanic Police Patrol Bicycles and Accessories
j) To Accept a Quote for Public Safety Patrol Car Laptops
k) To Accept a Quote for a Post-Warranty Server Maintenance Agreement and Coverage of Additional Devices
l) To Accept a Proposal for the Wastewater Treatment Plant Refrigeration System Upgrade
m) To Accept a Proposal for the Investigation of Wastewater Treatment Plant (WWTP) Masonry
n) For Award of Bids
    1. Electrical Supplies
    2. Drinking Water Plant Filters Rehabilitation Study

16) Ordinances

8-25 To Amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 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)”, 90-2100 “Applicability” (Final Reading)

9-25 To Amend Zoning Code Sections 90-308 “Designation of Front on Corner and Double Frontage Lot”, 90-309 “One Single-family, Dwelling per Lot”, 90-312 “Fences, Walls, and Other Protective Barriers”, 90-328 “Landscaping”, 90-404A “Specific Requirements”, 90-409A “Specific Requirements”, 90-414A “Specific Requirements”, 90-420A “Specific Requirements”, 90-426A “Specific Requirements”, 90-435A “Specific Requirements”, 90-440A “Specific Requirements”, 90-2012 “Projecting Signs” (Final Reading)

10-25 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (147) to Rezone 3738 52nd Street SW from ER to PUD-4 (First Reading)

17) **Informational Material**
18) **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.
19) **Closed Session** (as necessary)
20) **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.

07/07/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BRUCE ROBEY FOR HIS SERVICE AS A MEMBER OF THE ELECTION COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. Bruce Robey has served faithfully and effectively as a member of the Election Commission since 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Bruce Robey for his dedicated service as a member of the Election Commission.

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07/07/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MATTHEW BUIST FOR HIS SERVICE AS A MEMBER OF THE ZONING BOARD OF APPEALS OF THE CITY OF WYOMING

WHEREAS:

1. Matthew Buist has served faithfully and effectively as a member of the Zoning Board of Appeals since 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Matthew Buist for his dedicated service as a member of the Zoning Board of Appeals.

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07/07/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO CHRIS HALL FOR HIS SERVICE
AS A MEMBER OF THE ZONING BOARD OF APPEALS
OF THE CITY OF WYOMING

WHEREAS:

1. Chris Hall has served faithfully and effectively as a member of the Zoning Board of Appeals since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Chris Hall for his dedicated service as a member of the Zoning Board of Appeals.

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07/07/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS AND COMMISSIONS FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed and reappointed to serve on certain Boards and Commissions for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to appoint Councilmember Kyle Brethauer as the City Council Representative on the Greater Wyoming Community Resource Alliance to replace Mayor Kent Vanderwood.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE	TERM ENDING
Board of Review	
Cassandra Kawka-Vlahos	01/31/2028
Election Commission	
Jon VanDeusen	06/30/2027
Greater Wyoming Community Resource Alliance	
Kyle Brethauer-City Council Representative	
Zoning Board of Appeals	
David Dishaw	06/30/2028
Russel Richter	06/30/2028
Elizabeth Bovard Strong	06/30/2028

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07/07/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS AND COMMISSIONS FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of Mayor Vanderwood that members be appointed and reappointed to serve on certain Boards and Commissions for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member Donald Stypula on the Officers Compensation Commission.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION, OR COMMITTEE	TERM ENDING
Economic Development Corporation/Brownfield Redevelopment Authority	
Stephanie Rowden	02/13/2028
Historical Commission	
Alicia Sharp	06/30/2028
David Britten	06/30/2028
Vicki Briggs	06/30/2028
Dylan Clauson	06/30/2027
Officers Compensation Commission	
Donald Stypula	06/30/2032
Planning Commission	
Sheri Gilreath-Watts	06/30/2028
Wende Randall	06/30/2028
Robert LaPlaca	06/30/2028

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07.0725
CED/NH

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE TRANSFER OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM ST PLASTICS LLC TO MS METAL SOLUTIONS INVESTORS LLC DBA PROOS MANUFACTURING AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE AMENDED IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 302, established by Resolution Number 25987 on February 19, 2018.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2019-119 for ST Plastics LLC for $2,664,705.00 for real property for twelve (12) years, expiring December 30, 2031, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. Section 21 of P. A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
4. ST Plastics LLC is no longer located in the facility at 6147 Valduga Drive SW.
5. Proos Manufacturing is requesting the transfer of the real property components of IFT No. 2019-119.
6. Staff has reviewed this request and recommends the City Council approve the transfer of IFT No. 2019-119 to Proos Manufacturing.
7. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.
8. The Wyoming City Council on July 7, 2025 at 7:01 p.m. held a public hearing on whether to approve the transfer of IFT No. 2019-119 to Proos Manufacturing.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the transfer of IFT No. 2019-119 to Proos Manufacturing.
2. The Mayor and City Clerk are authorized to sign the IFT agreement as amended as part of the documentation required to process the transfer.

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS: Request Letter
Staff Memo
IFT Agreement

Resolution No. _____

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: June 10, 2025

Subject: Transfer of IFT No. 2019-119 to Proos Manufacturing

From: Nicole Hofert, Director of Community and Economic Development

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

Meeting Date: June 16, 2025 (Public Hearing) & July 7, 2025 (Resolution to Approve)

RECOMMENDATION

Hold the public hearing and adopt the Resolution Approving transfer of 1974 PA 198 Property Tax Exemption No. 2019-119 to Proos Manufacturing.

ALIGNMENT WITH STRATEGIC PLAN

This supports the city's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

ST Plastics will no longer be occupying 6147 Valduga DR SW and has requested a transfer of IFT No. 2019-119 to MS Metal Solutions dba Proos Manufacturing who will now be occupying the site. IFT 2019-119 expires on December 30, 2031 and was for $2,664,705 in real property. Proos Manufacturing will be relocating from outside of Wyoming investing approximately $2,600,000 in the facility. They will also add 36 jobs.

BUDGET IMPACT

The proposed transfer should have no impact as it was previously approved.

ATTACHMENTS

Proos Application
Resolution

###

FIRSTCOMPANIES.COM P: 616.698.5000 F: 616.698.0900 6355 EAST PARIS AVE SE CALEDONIA, MICHIGAN 49316

FIRST COMPANIES

April 25, 2025

Nicole Hofert, AICP
Director | Community & Economic Development
City of Wyoming
1155 28th St. SW
Wyoming, MI 49509

Dear Nicole:
I am the owner of ST Plastics at 6147 Valduga Drive SW, Wyoming, MI. Please have this letter serve as my request to transfer the PA 198 for ST Plastics to MS Metal Solutions Investors, LLC dba Proos Manufacturing.

Thank you.

Sincerely,

Huong Tran

PROOS

April 21, 2025

Nicole Hofert
Director of Community and Economic Development
City of Wyoming
1155 28th Street, SW
Wyoming, MI 49509

Dear Ms. Hofert:

Please accept this letter as MS Metal Solutions Investors DBA Proos Manufacturing's request for the transfer of a PA 198 Tax Abatement. The current entity has done business in Michigan for 1 1/2 years. However, Proos Manufacturing has been in business for over 100 years. We manufacture material handling solutions. Currently, we employ 21 employees and upon moving into the subject property will have 36 employees at our Wyoming location. Our total investment in the new facility will be approximately $2,610,000.

Thank you for your consideration.

Sincerely,

Shawn Howley
CFO
Proos Manufacturing

CITY OF WYOMING

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

I. General Information

1. Company Name: MS Metal Solutions Investors LLC DBA Proos Manufacturing	Date: 04/01/2025
2. Company Mailing Address: 5470 Executive Dr SE Grand Rapids, MI 49512	Telephone No: 616-454-5622
3. Company Contact Person/Title: Shawn Howley/CFO	Telephone No: 616-502-1031
Email Address: showley@proos.com	
4. How long has your business been located in the City of Wyoming? Not currently located in City of Wyoming	
5. What is your Wyoming Business License Account Number? Application has been filed	

II. Project Location

6. Address of Facility for Application: 6147 Valduga Dr SW Byron Center, MI 49315	
7. Is this a new or existing facility? Existing	
8. Is your firm considering other locations? No	If so, where?
9. What factors have attracted your firm to consider locating in Wyoming? We are a local company. The access to interstate and city services were key consideration.	

III. Employment

10. Are you interested in obtaining information on state training assistance for labor needs? Yes
11. How many new jobs will be created as a result of proposed expansion? 15
12. How many jobs will be retained as a result of proposed expansion? 0

13. Will you be transferring employees from another location? From where? Yes Grand Rapids

How many will be transferred? We will be moving 21 current jobs to the facility

14. What is the average wage of hourly employees? (Range)

$20-25

15. What benefits are offered to hourly employees? (List)

Medical, dental, vision, life, ad&d,flex spending, supplemental, & 401K

IV. Service Requirements

16. Will this project require an increase in any of the following utilities?

Electricity X Gas _____ Sanitary Sewer _____
Storm Drainage _____

17. Are there any nuisance qualities associated with the development of the product that may require special planning assistance from the City? If so, please explain:

N/A

V. Site Details

18. Type of Industry:	Existing Zoning:	Is a change required?
Manufacturing	Industrial	No

19. Is the proposed investment a redevelopment in an existing vacant industrially zoned facility?

No

20. Size of existing building (sq. ft.)? When built?

34,966

21. Please incorporate with this application a detailed site plan showing precisely the area to be incorporated in the district and all existing buildings.

22. Describe any outstanding zoning issue(s) that your firm currently has with the City of Wyoming: N/A

23. Describe any code violation(s) that your firm currently has with the City of Wyoming: N/A

24. Does your firm have any pending litigation with the City of Wyoming such as a Michigan Tax Tribunal appeal?

No

VI. Financial

25. Cost of Improvements (from IFE application):

Site	$
Building	$35,000
Machinery & Equipment	$2,500,000
Furniture & Fixtures*	$75,000
TOTAL	$2,610,000

* Includes computers, telephone systems, et al.

VII. Customer Service

26. The City of Wyoming Economic Development Team is pleased to serve you. Do you have any comments or suggestions regarding our customer service?

We are excited to work with your team.

Signature of Applicant

4/21/2025
Date

CFO
Title of Applicant

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility)	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
MS Metal Solutions Investors LLC DBA Proos Manufacturing	333900	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▸ 1d. City/Township/Village (Indicate which)	▸ 1e. County
6147 Valduga Dr SW	Byron Center	Kent
▸ 2. Type of Approval Requested	▸ 3a. School District where facility is located	▸ 3b. School Code
[ ] New (Sec. 2(5)) [X] Transfer	Byron Center	41040
[ ] Speculative Building (Sec. 3(8)) [ ] Rehabilitation (Sec. 3(6))	4. Amount of years requested for exemption (1-12 Years)	
[ ] Research and Development (Sec. 2(10)) [ ] Increase/Amendment	12 years	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The facility will be used to produce systems for material handling customers. We will be adding additional bathroom facilities to the location. I list of the equipment to be added is attached.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ $35,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ $2,575,000 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $2,610,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▸	08/01/2025	09/30/205	▸ [ ] Owned [X] Leased
Personal Property Improvements ▸	08/01/2025	10/31/2025	▸ [X] Owned [X] Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. [ ] Yes [X] No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion.
0	36

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding Inventory) .....
c. Total TV .....

▸ 12a. Check the type of District the facility is located in:

[X] Industrial Development District [ ] Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit)	▸ 12c. Is this application for a speculative building (Sec. 3(8))?
	[ ] Yes [X] No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Shawn Howley	616-454-5622	616-454-1424	showley@proos.com
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Shawn Howley	616-454-5622	616-454-1424	showley@proos.com
▶ 15a. Name of Company Officer (No Authorized Agents)			
Shawn Howley			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
Shawn Howley		616-454-1424	04/09/2025
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
5470 Executive Dr. Grand Rapids, MI 49512		616-454-5622	showley@proos.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code

17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF WYOMING
Kent County, Michigan

AFFIDAVIT OF NO FEES
(_____ PROJECT)

We the undersigned, do swear or affirm that no "fees", "payments in lieu of taxes", "donations", or "gifts" in excess of the fee allowed by Act 198 of 1974, as amended by Public Act 323 of 1996, have been made or promised in exchange for favorable consideration of this exemption certificate application.

CITY OF WYOMING

By: _____ Date: _____
Kelli A. VandenBerg, City Clerk
1155 28th St., S.W.
Wyoming, MI 49509
(616) 530-7295

MS Metal Solutions Investors LLC DBA Proos Manufacturing

By: _____ Date: 4/21/2025
Shawn Howley CFO
5470 Exeuctive Dr SE
Grand Rapids, MI 49512
Phone: 616-454-5622

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

Amended, July, 7, 2025

This Industrial Facilities Tax Abatement Agreement is made as of July 7, 2025 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the "City") and MS Metal Solutions Investors LLC DBA Proos Manufacturing, a corporation, the address of which is 5470 Executive Drive SE, MI 49512 (the "Company").

RECITALS

A. Pursuant to 1974 PA 198, as amended, MCL 207.551 et seq. ("Act 198"), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.

B. Act 198 also requires a written agreement between the City and the Company.

C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.

D. The Company filed an application for a transfer of existing tax abatement, known as Industrial Facilities Exemption Certificate #2019-119, established pursuant to Act 198, a copy of which is attached as Exhibit A and incorporated by reference (the "Application").

E. Following a public hearing on July 7, 2025, the City Council adopted a resolution to transfer the tax abatements for the remaining period of six (6) years, conditional upon the parties entering into this Agreement (the "Tax Abatement") for the property located at 6147 Valduga Drive SW, in the City (the "Site").

F. The City Council did so upon the Company's representations in the Application and upon the understanding that doing so would enhance the City's employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS OF ORGINAL AGREEMENT DATED 2019

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

1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than $2,644,705.00 in improvements to its property in the City and that at least 8-12 new job(s) will be created at the Site and at least 3 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.

2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.

3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter the Company shall submit a letter to the City, stating:

(a) The number of new jobs projected in the Application to be created and retained at the Site upon the project's completion and the actual number of new jobs created and retained at the Site.

(b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.

(c) The estimated project cost stated in the Application and the actual project cost.

4. Upon receipt of the letter provided for in the preceding paragraph:

(a) The City may either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed:_____, 2025

PROOS MANUFACTURING

By: _____

Date signed: July 1, 2025

Approved as to form
Heather Chapman, Deputy City Attorney

07/07/25
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
TABLES, CHAIRS, AND RACKS FOR GODWIN MERCADO

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for the purchase of tables, chairs, and racks for Godwin Mercado from the sole source provider MityLite, Inc. in the total estimated amount of $67,271.15.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of tables, chairs, and racks for Godwin Mercado.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote
Sole Source Letter

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

STAFF REPORT

Date: May 28, 2025

Subject: Godwin Mercado Tables and Chairs

From: Lynn Clarke, Assistant Director

CC: Krashawn Martin, Director of Parks and Recreation

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase of tables, chairs and racks for the Godwin Mercado from Mity Lite, a sole source supplier, in the amount of $67,271.15

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
  - GOAL 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life

DISCUSSION:

The City is preparing to open the Godwin Mercado. Items needed for the success of Goal 2 include tables and chairs.

The tables and chairs will service farmer markets, special events and rentals. The goal would be to have a facility that will service a variety of needs. The tables and chairs will be an integral part of this goal.

Mity Lite was sought after as a provider due to the quality of product they provide. We expect heavy use of this facility and the amenities. Having a high quality, durable product will allow us to have less replacement cost expenses in the future.

TABULATION:

Sole Source Supplier	Quoted Amount
Mity Lite	$67,271.15

BUDGET IMPACT:

Funds for this purchase are allocated in account number 208-751-75600-975.000.

Attachment(s):
Sole Source Letter
Quote
Contract

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: MityLite, Inc.
[Name of contracting entity]
A Utah, corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1301 West 400 North
[Contractor's street address]
Orem, UT 84057
[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: 6/17,2025. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Contractor:

By: Scott Bean
[Signature officer, director, or principal of Contractor]
Scott Bean, Sales Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 6/10, 2025

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 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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 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, gender, 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.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. 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.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that 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).

MityLite Proposal

City Of Wyoming

Prepared for: Lynn M. Clarke

Prepared by: Scott Bean

Quote Proposal

Lynn M. Clarke

City Of Wyoming

Dear Lynn M. Clarke,

Thank you for the opportunity to support your furniture needs. We're excited to share this quote with you and look forward to helping you create a space that is functional, durable, and beautifully designed.

Whether this is your first time working with MITY Inc. or you're continuing an ongoing partnership, we're confident you'll find exceptional quality and long-term value in every solution we offer.

Please find your **Quote Proposal** below, including product details, pricing, and key information to help ensure a smooth and seamless transaction. **This quote is valid through 6/28/2025.**

When you're ready **to move forward, please sign and return the quote** to confirm your order. **To ensure the order is processed correctly, please review all details carefully**—including quantities, colors, finishes, and shipping address—and let us know if any adjustments are needed.

Depending on your **payment terms, a prepayment may be required** once the order is received. Please note that **lead times begin once prepayment is received,** so timely submission will help keep your project on schedule.

Freight is quoted using the most economical and efficient option for your location. Please **confirm if you require a lift gate or delivery appointment,** as these services are **not included by default** and must be requested in advance. For full delivery details and instructions, visit: mitylite.com/delivery-instructions

For New Customers:

To **establish your account and payment terms,** please complete our **Credit Application** online: Submit Credit Application Here. This form will also collect any tax exemption documentation and customer information needed to set up your account. Once submitted, please notify your sales representative so we can continue processing your order promptly.

Thank you again for reaching out to us for a quote—we're honored to be considered for your project and look forward to supporting your success.

If you have any questions or need any additional information at any point, I'm here to help.

Warm regards,

Scott Bean

Sales Manager

scott.bean@mityinc.com

385-501-6980

MITY Inc. proudly offers a comprehensive portfolio of commercial furniture through our trusted brands: **MityLite, Holsag by MityLite,** and **Bertolini**—each backed by decades of experience in craftsmanship, performance, and service.

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

Deposit required. Amount subject to credit approval.

Bill To:

Lynn M. Clarke
1155 28th St SW
Wyoming, MI 49509
US
616.261.3517

Ship To:

Lynn M. Clarke
1155 28th St SW
Wyoming, MI 49509
US
616.261.3517

Customer No.	Payment Terms	Freight Terms	Sales Person
A0096410			Scott Bean

Item #	Description	Qty	Unit Price	Ext Net Price
CT60BGB0F000F0000	ABS ROUND TABLE 60" (5FT)| Top: Beige|Bottom: Brown |Trim ABS Brown|Leg:Brown Sand Wishbone 29"	28	$ 352.00	$ 9,856.00
RT3072BGB0F000F0000	ABS RECTANGLE TABLE 30" X 72"| Top: Beige|Bottom: Brown | Trim ABS Brown|Leg:Brown Sand Wishbone 29"	50	$ 256.00	$ 12,800.00
CLCR06000000210W5	CLASSIC CROWN CHAIR |Finish:Black Sand |Back:Fixed | Leg:Standard |Glide: Nickel |Seat Upholstery:***TO BE DETERMINED-QUOTE ONLY***|Inside Upholstery:***TO BE DETERMINED-QUOTE ONLY*** |Outside Upholstery:***TO BE DETERMINED-QUOTE ONLY*** |Seam Style:Waterfall	210	$ 132.00	$ 27,720.00
CRTRTUBLK2	CART RT UPRIGHT BLK	8	$ 744.00	$ 5,952.00
CRTCT42-72BLK26	CART CT42-72 EDGE BLK NM6 WID	3	$ 705.00	$ 2,115.00
CRT4WCHHTBLK2V2	CART 4 WHEEL COMFORT BLK V2	1	$ 437.00	$ 437.00
CHSS06020200N00U00	SWIFTSET FOLDING CHAIR|Finish :Black Sand| Seat & Back Color:Black|Glides:Black	50	$ 74.10	$ 3,705.00
CRTTREE1	CART TREE BLK ST6 MULTI FNCTN	1	$ 807.00	$ 807.00
FREIGHT	Freight	1	$ 3,879.15	$ 3,879.15
	Comment: Carrier-53’ Rail. Lift gate is not available for 53’ deliveries			

Sub Total	$ 67,271.15 USD
Tax Total	
Grand Total	

Signature: *Date:*

THANK YOU FOR CHOOSING MITY!

MityLite Inc. PO BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-619

Quote Terms and Conditions

NET Pricing Applied

Quotes Validity: Quotes are valid for 30 days unless otherwise noted.

Delivery Terms: Delivery is Dock-to-Dock unless otherwise arranged with your sales representative.

Offloading Responsibility: The customer is responsible for offloading the order at the time of delivery unless otherwise prearranged.

Freight Costs: Freight quotes are estimates. The actual freight charge on your order will reflect the current freight cost on the day the order is placed.

Unforeseen Tariff Costs: The quoted price does not include any unforeseen tariff costs. These costs, if applicable, will be added based on the current market rate at the time of order placement.

Sales Tax: Sales tax may be applicable.

Credit Card Processing Fee: Mity, Inc. charges a 3% processing fee for all credit card payments.

Resources and Links

- How to place your order: https://mitylite.com/order-process
- Where to pay for your order: http://mitylite.com/payment
- How to prepare for delivery of your order: https://mitylite.com/delivery-instructions
- Warranty policy: https://mitylite.com/warranty
- Product cleaning and care instructions: https://mitylite.com/cleaning
- What other customers are saying about MityLite: https://mitylite.com/testimonials, https://mitylite.com/case-studies
- Terms and Conditions: https://mitylite.com/terms-and-conditions

MITY Lite
1301 West 400 North, Orem, UT. 84057
800-909-8034 | 801-224-0589
mityinc.com

May 28, 2025, RE: “Sole Source Letter”

Lynn M. Clarke

Assistant Director

City of Wyoming

Lynn:

Please accept this statement that Mity-Lite, Inc. is the manufacturer and sole source provider for Mity-Lite tables and chairs. Mity-Lite incorporates many unique patented manufacturing processes and materials in the construction of our products that set them apart from other products on the market.

Jeff Scott

Vice President of Sales

Mity-Lite, Inc

07/07/25
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
TINY MOBILE ROBOT PRO X AND ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for the purchase of a Tiny Mobile Robot Pro X and accessories to paint the athletic fields from the sole source provider Tiny Mobile Robots in the total estimated amount of $44,009.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a Tiny Mobile Robot Pro X and accessories.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote
Sole Source Letter

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

STAFF REPORT

Date: May 28, 2025

Subject: Tiny Mobile Robot

From: Lynn Clarke, Assistant Director

CC: Krashawn Martin, Director of Parks and Recreation

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase of Tiny Mobile Robot from TinyMobileRobots as a sole source. This purchase will assist in the painting of athletic fields for the Parks and Recreation Department in the amount of $44,009.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Summary:

The City currently paints 11 soccer fields weekly and 5–10 softball/baseball fields daily, with each 11v11 soccer field taking about 1.5 hours to paint by hand using 2 staff members. Paint usage varies due to wind and human error. The Tiny Mobil Robot can paint a soccer field in just 23 minutes with consistent and reduced paint usage. This robot offers significant cost savings in both materials and labor. It also comes with a yearly maintenance fee that includes software updates and technical support.

TABULATION:

Sole Source Supplier	Quoted Amount
TinyMobile Robots US LLC	$44,009

BUDGET IMPACT:

Funds for this purchase are allocated in account number 208-751-75600-984.000.

Attachment(s):
Sole Source Letter
Quote
Contract

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: TinyMobileRobots US LLC in Georgia
[Name of contracting entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
1634 Cobb International Blvd NW
[Contractor's street address]
Kennesaw, GA 30152
[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: 7/8, 2025. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Heather Chapman, Deputy City Attorney

Contractor:

By: _____
[Signature officer, director, or principal of Contractor]
Richard A. Jones
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 11, 2025

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 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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 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, gender, 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.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. 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.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that 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).

TinyMobileRobots

TinyMobileRobots US
975 Cobb Place Blvd
Suite 110
Kennesaw, GA 30144

February 28, 2024

To whom it may concern,

Please accept this letter as our assurance and validation:

Sole Source Statement:

TinyMobileRobots US LLC is the exclusive and sole distributor in North America for the TinyLineMarker Sport (TLM Sport) & TinyLineMarker Pro (TLM Pro X) manufactured by TinyMobileRobots ApS.

This product is considered a "sole source" provided product in that only the TLM Sport & TLM Pro X utilize 3rd party RTK network providers to operate or can use an on-site reference station for this purpose.

Additionally, this product is designed as a 3-wheeled autonomous GPS robot, providing the highest level of stability across a range of surfaces for maximum accuracy.

TinyMobileRobots is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

Jeffrey L. Schuldt
Executive Vice President, US & Canada
TinyMobileRobots US LLC

js@tinymobilerobots.com

TinyMobileRobots®

CITY OF WYOMING, MI

#20250528-111750410

Issued
May 28, 2025

Expires
July 27, 2025

TinyMobileRobots
1634 Cobb International Blvd NW

Kennesaw, Georgia 30152
United States

Richard Jones
rj@tinymobilerobots.com
+13172896799

Prepared for

City of Wyoming, MI
1155 28th Street Southwest
Wyoming, 49509

Lynn Clarke
Assistant Director
lynn.clarke@wyomingmi.gov
(239) 213-3037

Products & Services	Item #	Quantity	Unit price	Price
TinyMobileRobots Pro X	100-1151-21	1	$37,750.00	$37,750.00
1 Year Subscription; RTK, Technical On-Line Support, 2 SIM RTK, Technical On-Line Support, 2 SIM	120-1027-01	1	$1,990.00	$1,990.00
Installation, Configuration, & Training Fee	120-1036-01	1	$1,900.00	$1,900.00
Pro X Maintenance Kit	220-1047-01	1	$740.00	$740.00
Battery-36V-17400-3pol-w/Handle 36V-17400-3pol with Handle	420-1001-01	1	$1,380.00	$1,380.00
Pro X 19L/5gal Jug	220-1052-01	1	$249.00	$249.00
Auto-Ship: $2,000 - 3 Year - RTS 20 Jug (2.5 Gallon per Jug) Ready-to-Spray Paint, Extended Pump Warranty, Shipping Included		1	$6,000.00	$6,000.00

One-time subtotal	$50,009.00
MI Discount	($6,000.00)
Total	**$44,009.00**
Total contract value	**$44,009.00**

Comments

Shipping & Billing Information

Please notify Richard Jones if any Shipping or Billing information changes are needed

Tax Exempt Status: Tax Exempt - Attach Form to Signed Quote

Public or Private: Public

Shipping Information
Contact Name:
Contact Phone Number:
Contact Email:
Shipping Address:

Billing Information
Contact Name:
Contact Phone Number:
Contact Email:
Shipping Address:

Warranty

To view TinyMobileRobots' Warranty Policy, please refer to this link.

Sales Contract

To view TinyMobileRobots' Sales Contract, please refer to this link.

Terms & Conditions

To view TinyMobileRobots' Terms & Conditions, please refer to this link.

End User License Agreement

To view TinyMobileRobots' End User License Agreement, please refer to this link.

W-9

To view TinyMobileRobots' W-9, please refer to this link.

Signature

If you have a Purchase Order (PO), please submit it through the form linked below.

Submit PO

If you have a Tax Exemption Form, please submit it through the form linked below.

Submit Tax Exemption Form

Signature **Date**

Printed name

07.07.2025
Public Works

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING
OF A FACILITY ENCROACHMENT AGREEMENT

WHEREAS:

1. Wyoming is constructing a third water transmission main from its drinking water treatment plant at 16700 New Holland St in Park Township, Ottawa County, Michigan to its Gezon Pumping Station located in the city.
2. CSX Transportation, Inc. (**CSX**) a railroad track that the new water transmission main needs to cross.
3. CSX is amenable to that crossing under the terms and conditions of a Facility Encroachment Agreement in a form acceptable to CSX.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Facility Encroachment Agreement with CSX is approved in substantially the form provided as part of the agenda for this meeting subject to such changes as are approved by the City Manager and City Public Works Director.
2. The City Manager authorized and directed to sign it on behalf of the city and all city officers and staff are authorized and directed to implement it.
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 of the City of Wyoming, Michigan at a regular meeting held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Agreement

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 24, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF WYOMING, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 16700 New Holland St., Holland, Michigan 49424, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) sixty-inch (60") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Holland, Ottawa County, Michigan, Chicago Division, Freemont Subdivision, Milepost CGC-28.98, Latitude N42:52:14., Longitude W86:06:53.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in,upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its employees, agents and contractors (“Licensee’s Contractor”) with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS ($500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters),

letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense

and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including

attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad Rail Corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all Claims and Losses which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad Rail Corridor, Licensee's Contractor's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any

drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the Rail Corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00).

(ii) Commercial General Liability coverage (including contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence.

(iv) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor’s insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

(v) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

(vi) If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk. Licensee's Contractor's CGL and Auto liability shall name Licensor, and/or its designee, as additional insured. Licensee's contactors coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com. Licensee's Contractor's insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All of Licensee's Contractor's insurance companies must be A. M. Best rated A- and Class VII or better.

10.2 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.3 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.4 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law subject to the terms, conditions, and exclusions of the coverage.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's Contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and

completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days' written notice before doing <u>any</u> work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 616-399-6511.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensor from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensor shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. APPROVALS:

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee’s actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee’s proposed or effected actions that require Licensor’s approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19. GENERAL PROVISIONS:

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.

19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation."

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars ($100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad

Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

20. CONTRACTOR'S ACCEPTANCE:

20.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor: **CSX TRANSPORTATION, INC.**

_____ By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee: **CITY OF WYOMING**

_____ By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX991554, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, INC. ("Licensor") and to induce Licensor to permit the undersigned Licensee's Contractor on or about Licensor's property for the purposed of performing work in accordance with the Facility Encroachment Agreement dated April 24, 2025, between Licensee and Licensor, Licensee's Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee's Contractor

_____

_____
LICENSEE'S CONTRACTOR

By: _____
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee's Contractor has the authority to do so and to bind the Licensee's Contractor to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

07.07.2025
Public Works

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING OF A PIPELINE RELOCATION CONTRACT

WHEREAS:

1. Wyoming is constructing a third water transmission main from its drinking water treatment plant at 16700 New Holland St in Park Township, Ottawa County, Michigan to its Gezon Pumping Station located in the city.
2. SEMCO Energy, Inc. (**SEMCO**) owns an 8-inch diameter steel natural gas pipeline a portion of which near the intersection of New Holland Street and 96th Avenue in Olive Township, Ottawa County, Michigan, lies too close to the planned route of the third water transmission main to safely construct, repair and maintain the water transmission main.
3. SEMCO is amenable to relocating its gas pipeline provided the city pays the costs of that relocation.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Pipeline Relocation Contract with SEMCO is approved in substantially the form provided as part of the agenda for this meeting subject to such changes as are approved by the City Manager and City Public Works Director.
2. The City Manager is authorized and directed to sign it on behalf of the city and all city officers and staff are authorized and directed to implement it.
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 of the City of Wyoming, Michigan at a regular meeting held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Map
Agreement

PIPELINE RELOCATION CONTRACT

This Pipeline Relocation Contract is made as of July __, between the City of Wyoming, a Michigan municipal corporation the principal address of which is 1155 28th Street SW, Wyoming, MI 49509-0905 (**City**), and SEMCO Energy, Inc., a Michigan corporation the principal address of which is 1411 Third St, Suite A, Port Huron, MI 48060 (**SEMCO**).

RECITALS

A. City is constructing a 60-inch diameter water transmission main from its drinking water treatment plant at 16700 New Holland St in Park Township, Ottawa County, Michigan to its Gezon Pumping Station located within its city limits in Kent County, Michigan, together with valve and pumping stations and related appurtenant facilities (**WTM**).

B. SEMCO owns an 8-inch diameter steel natural gas pipeline a portion of which (currently estimated to be about 100 linear feet) near the intersection of New Holland Street and 96th Avenue in Olive Township, Ottawa County, Michigan, lies too close to the planned route of the WTM to safely construct, repair and maintain the WTM as generally depicted on the attached **Exhibit A** (**pipeline segment**).

C. SEMCO is amenable to relocating that portion of the pipeline segment in accordance with the terms and conditions of this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract, the parties agree as follows.

1. Relocation. SEMCO will with its own staff and/or with consultants and professionals do the following:

A. Prepare plans and specifications for relocating a needed portion of the pipeline segment. SEMCO's plans and specifications will comply with any applicable requirements of the Ottawa County Road Commission (**OCRC**) which has jurisdiction over New Holland Street and 96th Avenue and will be generally in accordance with the drawing attached as Exhibit B.

B. Obtain any needed easements and other rights from owners and occupants of property affected by the pipeline segment relocation and obtain any needed permits or other governmental approvals for the pipeline segment relocation.

C. Construct and install the relocated pipeline segment in accordance with the plans and specifications and, to the extent reasonably feasible by December 15, 2025.

D. After the relocated pipeline segment is constructed, installed, inspected, and operational, remove and properly dispose of the original pipeline segment and all appurtenances.

2. Payment. City will reimburse SEMCO all costs SEMCO incurs to perform the tasks provided for in section 1 above within 45 calendar days after receiving an invoice from SEMCO therefor.

A. The invoice will be accompanied by records showing SEMCO incurred and paid the costs for the task detailed in section 1 and be accompanied by lien waivers. If City needs more information to comply with federal or state requirements regarding the use of municipal bond funds or generally accepted governmental accounting standards, SEMCO shall provide the additional information minimally needed for that compliance. To the extent it can legally do so, City will maintain confidentiality of any supplemental information SEMCO provides.

B. SEMCO's current estimate of the total cost of the pipeline segment relocation is $55,000. However, this estimate is based on certain assumptions, such as that SEMCO will be able to obtain the needed easement at the projected reasonable cost and within a reasonable timeframe, that the proposed plans and specifications will be acceptable to the OCRC, and other unanticipated circumstances, conditions, or factors don't add to project costs.

3. Risk Allocation and Insurance.

A. SEMCO is solely responsible for the acts and omissions of SEMCO's officers, employees, engineers, contractors, suppliers, agents, and representatives. City shall have no responsibility for or right to direct any such persons. City shall have no obligation to insure any such persons or SEMCO.

B. Neither City nor SEMCO are waiving any governmental, utility or other immunity to which either or both and/or their officers, employees, public bodies, and other agents may be entitled.

C. SEMCO shall obtain and maintain insurance in commercially reasonable amounts, and upon City's written request, provide City copies of certificates of insurance. If any legal action is filed against City that City believes may be covered under this insurance, SEMCO will, after notice of such action from City, notify SEMCO's insurance carrier and provide City needed information to communicate with SEMCO's insurer or its retained defense counsel regarding that legal action,

D. Regardless of any other provision in this section or elsewhere in this Contract:

1. Except to the extent it results from the acts or omissions of City or City's officers, employees, contractors or other agents, City shall not be responsible or liable for any damage to, loss of, or failure of any part of SEMCO's pipeline and/or any resulting injuries or property damage due to SEMCO's action pursuant to or resulting from this Contract.

2. Except to the extent it results from acts or omissions of City or City's officers, employees, contractors or other agents, SEMCO will hold City and City's officers and employees harmless from, indemnify them for, and defend them against any third-party claims arising from or related to SEMCO's performance of this Contract, provided that City (i) promptly notifies SEMCO in writing of any such claim, (ii) reasonably cooperates with SEMCO in the defense and settlement of such claim, and (iii) provides reasonable assistance to SEMCO in defense of such claim at SEMCO's expense. If City fails to approve a settlement, SEMCO's obligation under this subsection shall terminate after conveying to City the amount for which the claim could have been settled if City had approved the settlement.

E. EXCEPT WHEN ARISING FROM CLAIMS BY THIRD PARTIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTIAL DAMAGES OF ANY KIND SUFFERED, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS OPPORTUNITY, OR DIMINUTION IN VALUE, WHETHER AS A RESULT OF ANY BREACH OF THE TERMS OF THIS CONTRACT OR OTHERWISE, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

F. EXCEPT FOR PERFORMANCE OF THE SPECIFIC TASKS REQUIRED UNDER THIS CONTRACT, SEMCO MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE PERFORMANCE OF THE ACTIVITIES OR ANY DELIVERABLES PROVIDED. ALL DELIVERABLES ARE PROVIDED "AS IS". SEMCO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPIED, STATUTORY OR OTEHRWRISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE, OR TRADE.

4. Assignment, Successors and Beneficiaries. Neither party may assign this Contract or rights or obligations under this Contract without the other party's prior written consent. This Contract shall be binding on all successors of each party. No other parties are intended beneficiaries of this Contract.

5. Term and Termination. This Contract will terminate when all work provided for in section 1 is completed and all payments required by section 2 are made. Either party may terminate this Contract upon material breach by the other party, subject to the notice and cure period set forth in section 6(A). However, section 3 shall survive termination and remain in effect until all applicable statutes of limitations expire and all claims are finally resolved.

6. Remedies.

A. Before filing a lawsuit related to this Contract, the complaining party shall first notify the other party in writing stating the Contract provision(s) involved, the act(s) or failure(s) to act that did not comply with the provision(s), and proposed action(s) to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing all reasons it fully complied with this Contract and/or detailing actions it has taken or is taking to address the noncompliance and prevent recurrence. The parties shall meet within 14 days after the response date to attempt to resolve any remaining dispute. Unless the

parties otherwise agree, any resolution of a dispute shall provide the noncomplying party 30 days to cure its noncompliance.

B. A party need not undertake the procedure provided in subsections 6.A if it has previously done so with respect to noncompliance with the same contract provision,

C. This Contract shall be governed by the laws of the State of Michigan, and jurisdiction and venue for any lawsuit shall be solely in the state courts in Kent County, Michigan.

D. In addition to any other remedies to which it 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 all other actual reasonable costs incurred to investigate, bring, maintain or defend the action from its first discovery or first notice of it through all collection and appellate proceedings.

7. Interpretive Rules.

A. This Contract is the parties' complete agreement regarding its subject matter. There are no prior or contemporaneous, written or unwritten agreements, other documents, or oral understandings that modify or affect this contract.

B. This Contract can only be amended or otherwise modified by a written document signed by both parties. However, explanations and applications of Contract provisions may be preserved in written statements agreed upon by the parties to the extent they do not alter provisions of this Contract.

C. When an officer or body of either party is identified by title, it means that individual or body and that individual's or body's successor(s), superior(s), and designee(s).

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

CITY OF WYOMING

By:_____
John Shay, City Manager

Date signed: July __, 2025

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

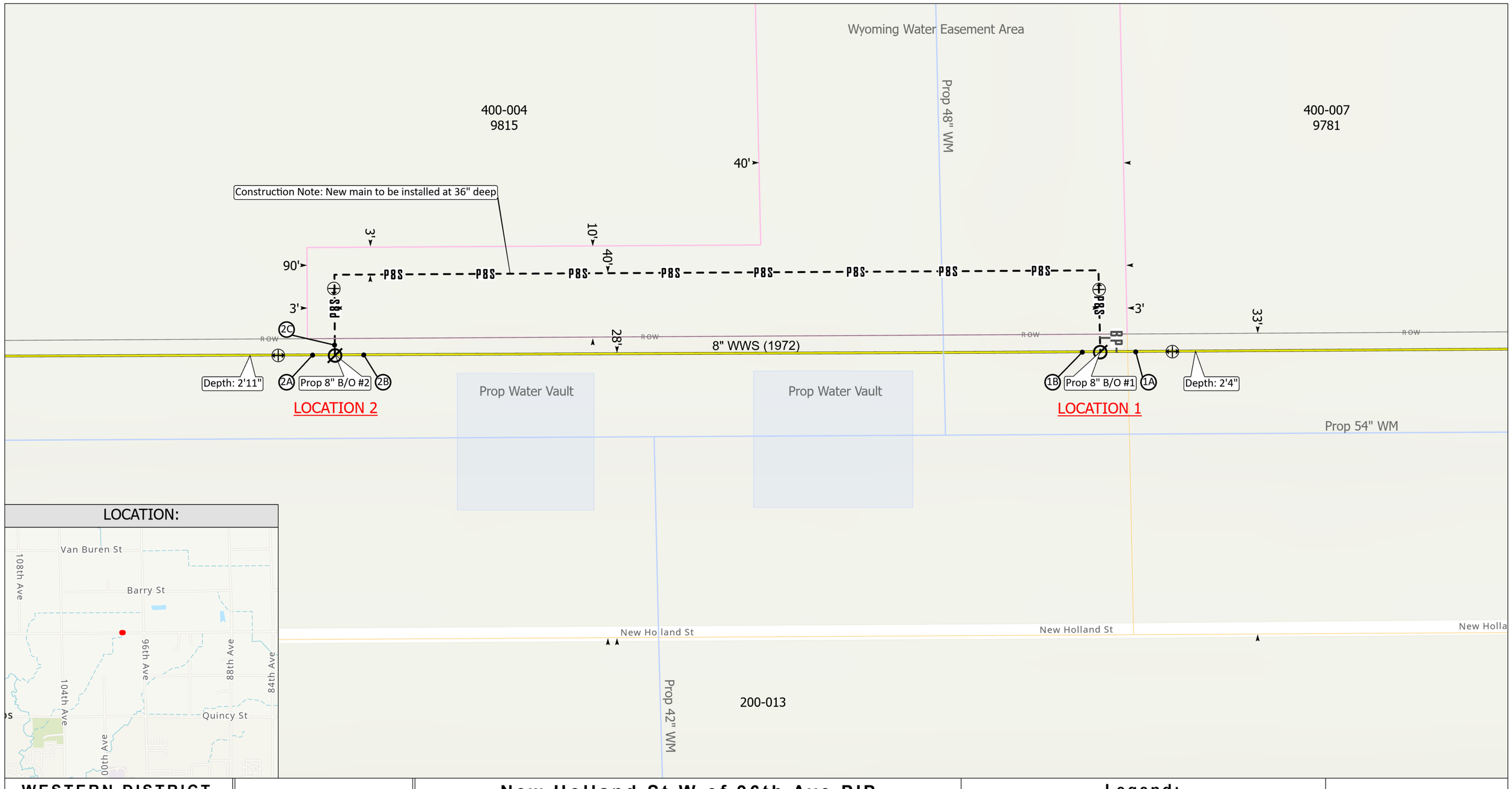
SEMCO ENERGY, INC.

By:_____

Date signed: July __, 2025

EXHIBIT A

General Depiction of Pipeline Segment



LOCATION:

WESTERN DISTRICT

SEMCO Energy Gas Company
712 Black River Dr.
Holland, MI 49424

1 inch = 10 feet

Page: 1 of 1

New Holland St W of 96th Ave PIP

Division Number:	HD-006-2025	Proposed By:	Matt Wierenga
Account Number:		Date:	6/18/2025
Municipality:	Olive TWP	Inspected By:	
Map Section:	06N15W36	Date:	

Legend:

- Plastic Main / Service
- Steel Main / Service
- Elevated Pressure
- Property Line
- Easement Line
- Proposed Water
- Proposed 8" Steel
- To be Retired
- Flow Direction
- Svc Replacement
- Svc Tie Over
- Gas Meter
- Gas Valve
- E.F.V.

SEMCOENERGY GAS COMPANY

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR
ENGINEERING PROFESSIONAL SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Prein & Newhof, Inc. to provide engineering professional services for minor planned and emergency services requiring specialized engineering expertise at the unit prices as listed in the attached contract.
2. It is also recommended City Council authorize annual escalations at an increase of no more than 7% through December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Prein & Newhof for engineering professional services.
2. City Council authorizes annual escalations at an increase of no more than 7% through December 31, 2029.
3. City Council authorizes the City Manager 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

STAFF REPORT

Date: June 25, 2025
Subject: Engineering Professional Services Agreement
From: Aaron Vis, Director of Public Works
Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Prein & Newhof, Inc. to provide engineering professional services for minor planned and emergency services requiring specialized engineering expertise, at the unit prices as listed on the attached contract, with escalations determined annually and at an increase of no more than 7%, through the end of calendar year 2029.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
  - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

Over the course of the past several years, a number of small projects and emergency events have occurred that have required the engineering assistance of Prein & Newhof. These have ranged from assistance during the boil water advisory to water distribution system modeling to emergency sanitary sewer lift station design. Prein & Newhof has been the primary engineering consultant the City has used due to their familiarity with the City's infrastructure and ability to quickly respond to emergency needs. Additionally, many adjoining municipalities utilize Prein & Newhof for their utility work, making Prein & Newhof uniquely able to understand the relationships between and impacts to shared infrastructure. Especially throughout the first part of this year, City staff have needed to rely on the expertise of Prein & Newhof more than before and, with the amount and complexity of City infrastructure projects increasing, are recommending that the City enter into a professional engineering services agreement with Prein & Newhof to better support staff in a more formal and contractual manner.

Soliciting quotations and entering into separate contracts for every smaller project or emergency requires considerable effort and adds unnecessary delays. Contracting with a single firm

eliminates this, fosters familiarity with City staff and infrastructure, and ensures engineering provides continuity. With offices in the Grand Rapids and Holland area, they have a local presence that has proved beneficial when last minute changes or problems have come up.

The proposed contract with Prein & Newhof includes their fee schedule for the remaining calendar year. Each year, Prein & Newhof will provide the City with an updated fee schedule, which will increase by no more than 7% each year. Staff intend to utilize this contract and its designated fee schedule to provide support for various smaller projects and emergency events, with a not to exceed amount of $50,000 per fiscal year. For larger projects that require more effort, staff intend to require Prein & Newhof to provide a project-specific proposal that will require a contract amendment and Council approval prior to starting the project. An example of this is Phase II of the Third Transmission Main.

It is important to note that nothing in the agreement with Prein & Newhof prevents the City from working with another engineering firm should that be needed at any time.

BUDGET IMPACT:

Sufficient funds are available in the various department funds for which this work will occur.

Attachments:

Contract

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: July 8, 2025.

Professional means: Prein & Newhof, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
3355 Evergreen Dr NE
[Professional's street address]
Grand Rapids, MI 49525
[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.

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

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. Professional will perform the Services and provide the deliverables as detailed in the Proposals.
2. City will pay the Professional in accordance with the Proposals.
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. Inapplicable conditions are as follows:

   Professional's invoices shall not exceed $50,000 for the 2025 calendar year. This contract is valid for five years ending on 12/31/2029. Professional will provide pricing for the year on January 1st of each year, not to exceed 7% from the previous year.

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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Heather Chapman, Deputy City Attorney

Prein & Newhof, Inc.

By: _____
[Signature officer, director or principal of Professional]
Mark R. Prein, VicePresident
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: June 26, 2025

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 fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City, Accordingly:

A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, 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.

B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Professional certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

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

F. 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.

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

5. Ethical Standards. 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.

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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

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

June 26, 2025

Via email: aaron.vis@wyomingmi.gov
jaime.fleming@wyomingmi.gov

Mr. Aaron Vis, Director of Public works
Ms. Jaime Fleming, Drinking Water Plant Superintendent
City of Wyoming Drinking Water Plant
16700 New Holland St
Holland, MI 49424

RE: Professional Services
Master Agreement

Dear Aaron and Jaime,

We have had the privilege of assisting the City of Wyoming with numerous planned projects. We have also been asked to consult on a variety of time-sensitive technical issues both simple and challenging. To address the potential for future time-sensitive consultation needs, reduce risks to both the City and Prein&Newhof, and have defined contractual expectations, we understand the City desires to develop a Professional Services Master Agreement.

The agreement will establish contractual conditions only. No scope of work would be defined in the agreement nor would work be undertaken without specific direction from the City. Only upon City approval would the identified scope of work for specific projects or work on an as needed basis be undertaken.

Professional services that may be performed under such an agreement may include, but are not limited to, emergency response, hydraulic modeling, reviews, studies, master planning, asset management and capital improvement planning, permit acquisition assistance, cost estimating, general consulting assistance, identification of funding opportunities, project plan development, GIS assistance and map preparation, and project design and construction services (plans, topographic survey, soil borings, specifications, contract documents, preparing various permit applications {EGLE, MDOT, etc}, bid process assistance, construction engineering, shop drawing review, construction staking, density testing, construction observation, project administration throughout a project, record plans and project close-out services, study/engineering reports).

Such professional services will be provided for projects requiring specific proposals, as well as general consulting/urgent work or other matters that may not require specific proposals. Such services will be provided at the request of the City.

Professional services will be performed at Prein&Newhof's normal hourly billing rates plus expenses per the standard Fee Schedule in effect on the date services are performed. Fee schedules will be updated at the first of the year, will increase by no more than 7% each year, and be consistent with the overall corporate fee structure. A copy of the 2025 Fee Schedule is attached for reference.

Thank you for considering us for a Professional Services Master Agreement. We would be happy to discuss the agreement with you at your convenience if you have any questions.

Sincerely,

Prein&Newhof

Mark R. Prein, P.E.

Attachment: 2025 Fee Schedule

Fee Schedule

Effective January, 2025

Unless otherwise agreed, Prein&Newhof bills for time spent on a project at the hourly rate of the employees assigned. Identified below are the hourly rates for various employee classifications. Hourly billing rates include overhead, fringe benefits, and profit.

Employee Classification	Hourly Billing Rate
Senior Project Manager II, Senior Professional V	$202
Senior Project Manager, Senior Professional IV	$186
Project Manager, Senior Engineer III, Senior Professional III, Landscape Architect IV, Senior Technician V	$170
Senior Engineer II, Senior Professional II, Landscape Architect III, Senior Technician IV, Surveyor IV, Geologist, Lab Manager	$159
Senior Engineer, Senior Professional, Landscape Architect II, Senior Technician III, Surveyor III	$149
Engineer II, Senior Technician II, Surveyor II, Senior Office Technician	$139
Engineer, Senior Technician, Surveyor	$129
Landscape Architect, Technician IV	$119
Technician III, Lab Technician, Office Technician	$108
Technician II	$95
Technician	$81

Project Expenses	Billing Rate
Mileage	$0.70/mile
Direct expenses and sub-consultant costs	Invoice amount plus a 10% charge

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR
DESIGN SERVICES FOR THE 44TH STREET BRIDGE OVER BUCK CREEK

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Scott Civil Engineering Company for design services for the 44th Street bridge over Buck Creek in the total estimated amount of $52,925.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Scott Civil Engineering Company for design services for the 44th Street bridge over Buck Creek.
2. The City Council authorizes the City Manager 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date:	June 23, 2025
Subject:	Scott Civil Engineering Company – Design Services for 44th Street Bridge over Buck Creek (SN 5252)
From:	Jeff Oonk, City Engineer
CC:	Aaron Vis, Director of Public Works
Meeting Date:	July 7, 2025

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager and City Clerk to execute a contract with Scott Civil Engineering Company (SCECO) for design services for the 44th Street Bridge over Buck Creek for $52,925.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

SCECO performs routine bridge inspections for the City and noted significant deterioration to the 44th Street bridge over Buck Creek in 2022. In 2024, SCECO prepared a preliminary scoping report and submitted an application for federal and state funding on the City's behalf. That application was successful, and the City will receive approximately $896,400 in federal and state funding with an approximate $99,600 local (City) match. SCECO provided a proposal for engineering services which will include all items needed to bring the project to bid in late 2026 to meet the 2027 construction timeline. SCECO is best suited to perform the design due to their previous experience with this bridge and with MDOT's design and bidding process. It is recommended to award a contract to SCECO for $52,925 for bridge rehabilitation design services.

BUDGET IMPACT:

Funds are available in the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

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: July 8, 2025.

Professional means: Scott Civil Engineering Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1345 Monroe Ave Suite 136
[Professional's street address]
Grand Rapids, MI 49505
[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. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Heather Chapman, Deputy City Attorney

Scott Civil Engineering Company

By: _____ Ryan Worden 2025.06.19 07:37:05 -04'00'
[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.

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D. Professional certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

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

F. 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.

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

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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

SCOTT CIVIL ENGINEERING COMPANY

SCECO

PROPOSAL

FOR

BRIDGE DESIGN SERVICES

CITY OF WYOMING

MARCH 7, 2025

SCOTT CIVIL ENGINEERING COMPANY
1345 MONROE AVENUE, SUITE 136
GRAND RAPIDS, MI 49505
PHONE: 616-458-8792
Fax: 616-643-0811

PROPOSAL
FOR
ENGINEERING SERVICES
FOR
CITY OF WYOMING

I. INTRODUCTION

The City of Wyoming desires to retain a consultant to provide design services for the rehabilitation of the 44th Street Culvert over Buck Creek.

Scott Civil Engineering Company is very interested in providing design services to the City of Wyoming. We are familiar with the above Culvert.

Scott Civil Engineering Company (SCECO), 1345 Monroe Avenue, Suite 136, Grand Rapids, Michigan, 49505 is incorporated in the State of Michigan and specializes in the design of bridges and roads. The following is our "PROPOSAL FOR ENGINEERING SERVICES".

II. EXPERIENCE AND QUALIFICATIONS

Scott Civil Engineering Company was incorporated in December 1983. The company works almost exclusively in the public sector. Our principal services include road and bridge design and bridge inspections. We are thoroughly familiar with the requirements of MDOT and the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Scott Civil Engineering has designed over 200 bridges throughout Michigan for municipalities, county road commissions, and other design consultants. Our design work experience includes the design of several types of bridges including prestressed concrete box beam bridges, prestressed concrete I beam bridges, wood bridges, steel through girder railroad bridges, prefabricated steel truss bridges, and concrete box culverts.

III. UNDERSTANDING OF THE PROJECT SCOPE

The City of Wyoming has been selected to receive funding for the 44th Street Bridge over Buck Creek, SN 5252. The rehabilitation project will be funded through the City and MDOT's Local Agency Bridge Program in FY 2027. The proposed work will include siding of existing footings, structural lining of CMP barrels, removal of excessive sediment within the culvert, and installation of foundation drains. We anticipate a fall of 2026 MDOT letting.

A design survey shall be completed and include all topographical information necessary to tie the proposed design within the existing conditions. A complete set of bid documents will be developed using current MDOT and AASHTO requirements. All permits are to be obtained before submitting final plans.

IV. WORK PLAN

To demonstrate our understanding of this type of project and to detail the proposed services, the following is our proposed work plan:

A. FIELD SURVEY

Scott Civil Engineering proposes to use Bryant Land Surveying to complete the field survey. A minimum of two control points and benchmarks are to be set for use during construction. The survey shall include all of the data necessary for the hydraulic analysis and utility locations within the project limits. We intend to assist the City with the preparation of easements should any be required for this project.

B. PRELIMINARY DESIGN

The design options will be developed using the current Standard Specifications for Construction of the Michigan Department of Transportation (MDOT), AAHSTO Geometric Design of Highways and Streets 2018, and the current edition of AASHTO LRFD Bridge Design Specifications. The major work elements involved in this portion of the project are as follows:

1. Soil Borings

Borings are not anticipated for this project

2. Preliminary Design

The preliminary design includes a Plan of Site sheet, a Plan of Structure sheet, a Soil Borings sheet, an Erosion Control Details sheet, a preliminary cost estimate, and draft special provisions. The preliminary design will be submitted to the City of Wyoming for approval.

3. Permit Application

SCECO will work with EGLE early in the preliminary stage to determine design parameters that meet acceptance for a permit. Once an acceptable design is agreed upon, the EGLE permit application will be completed and submitted.

4. Section 106

The application will be submitted on behalf of the City by Scott Civil Engineering. MDOT will determine the project's effect on architectural and archaeological elements within the project limits. If the project is found to have a potential effect on any resources, an additional submittal must be sent to SHPO for review. This submittal may require a certified consultant, therefore a separate cost from this proposal.

5. NEPA Review

A wildlife review of State and Federal threatened and endangered species shall be completed. This will be documented and forwarded to MDOT using Form 5323 Local Agency Environmental Clearance Form. SCECO or the City can complete the Bat Bridge Assessment. This assessment will be used to determine any effect on the bat species. The NEPA review will also consider any wetland, floodplain, contamination, and unique property impacts. MDNR may require a mussel survey. Note that any costs associated with a survey and subsequent relocation are not included within the scope of this contract.

6. Program Application for Local Agency Projects

SCECO will complete the Local Agency Program Application and submit it to the City of Wyoming before the MDOT Grade Inspection submittal. Signatures are obtained at the final turn-in.

7. Utility Coordination

All utilities within each project's influence will be contacted about potential conflicts with the proposed construction. Conflicts will be resolved before the final design is completed.

8. Coordinate Grade Inspection Meeting

Scott Civil Engineering will schedule a Grade Inspection Meeting with MDOT Local Agency Staff, City of Wyoming, Utilities, and any other parties that have interests associated with this project.

9. Asbestos Testing

Scott Civil Engineering shall coordinate the asbestos testing of the culvert's existing materials, which include asphalt, joint fiber filler, mastics, and hot-poured sealants.

10. Right-of-way Descriptions

If additional right-of-way is required, the descriptions for easements and grading permits will be written and drawn for use by the City of Wyoming. SCECO is not approved to complete appraisals and therefore cannot obtain any right-of-way if needed.

11. Meetings

Throughout the design process, the Engineer agrees to attend all meetings set up by the City of Wyoming. These meetings include a pre-design, public information, the Grade Inspection, and preconstruction.

C. FINAL DESIGN

The final design will commence once authorization from the City is obtained. The design shall incorporate comments from the Grade Inspection Meeting and the final details for construction. The final design includes the final plans, specifications, and final cost estimate. The final plan package will be sent to the City and MDOT electronically for use in the preparation of the bidding documents. A Professional Engineer licensed to practice in the State of Michigan will sign and seal the approved final plans.

D. DESIGN SERVICES DURING CONSTRUCTION

The Engineer shall provide the following services during construction:

- Attend the preconstruction meeting, if required.
- Review and approve all shop drawings.
- Assist the City in resolving any conflicts on the plans.

V. PROPOSED SCHEDULE

Scott Civil Engineering Company proposes the following schedule:

Task Completion Date	Design Task
August 2025	Field Survey
September 2025	NEPA & Section 106 Submittal
September 2025 - June 2026	Preliminary Design Phase
July 2026	Approval by the City & MDOT
August 2026	Grade Inspection Meeting
September - October 2026	Final Design Phase
October 2026	Final Design Submission
December 2026	Bid Letting

VI. COST OF ENGINEERING SERVICES

A summary of proposed fees for engineering services is attached to this proposal in Appendix A. Progress payments shall be made as mutually agreed upon between Scott Civil Engineering and the City. Scott Civil Engineering Company understands in presenting this proposal that the City of Wyoming may terminate this project at any time.

VII. INVOLVED PERSONNEL

If selected for this project, Scott Civil Engineering Company proposed to assign the project to one of the following engineers:

Robert Lothschutz, P.E.	Project Manager/Lead Design Engineer
Ryan Worden, P.E.	Project Manager/Lead Design Engineer
To be determined	Staff Engineer

VIII. REFERENCES

The following people are familiar with the bridge design capabilities of Scott Civil Engineering:

- Mr. Rob Putnam – Superintendent - Manager, Road Commission for Montcalm County. Phone (989) 831-5285.
- Mr. Joseph Bellina, Chief Engineer, Cass County Road Commission. Phone (269) 445-8611.
- Mr. Mark Timmer – Managing Director, Oceana County Road Commission. Phone (231) 873-4226.
- Mr. Tim Nestle – Superintendent - Manager, Mecosta County Road Commission, Phone (231) 757-2882.

IX. INSURANCE

Scott Civil Engineering Company agrees to have in effect all insurance required by law. Also, we carry Professional Liability Insurance (errors and omissions) with an annual aggregate limit of not less than $2,000,000.

Proposal prepared by:

Ryan T. Worden, P.E.
Scott Civil Engineering Company
1345 Monroe Avenue, Suite 136
Grand Rapids, Michigan 49505
Phone: 616-458-8792
wordenr@scottcivileng.com

Appendix A – Cost of Engineering Services

Design Engineering Price Proposal
44th Street Culvert Rehabilitataion Project
March 7, 2025

I. PRELIMINARY DESIGN	Rate	Unit	Hours		Cost
Topo Survey		Lump Sum		$	6,000.00
Soil Borings*		Lump Sum		$	-
Asbestos Testing		Lump Sum		$	1,500.00
Staff Engineer	$100.00	/ hour	145	$	14,500.00
Lead Design Engineer	$135.00	/ hour	80	$	10,800.00
PRELIMINARY COST =			**225**	**$**	**32,800.00**
II. FINAL DESIGN					
Staff Engineer	$100.00	/ hour	100	$	10,000.00
Lead Design Engineer	$135.00	/ hour	75	$	10,125.00
FINAL DESIGN COST =			**175**	**$**	**20,125.00**
TOTAL ENGINEERING SERVICES COST =				**$**	**52,925.00**

Breakdown of Hours	
Staff Engineer	245
Design Engineer	155
Total Hours	400

Design Engineering Hours Breakdown
44th Street Bridge Rehabilitation

I. PRELIMINARY DESIGN	
Preliminary Design/Special Provisions	135
Utilities	10
EGLE Permit	50
NEPA Review	10
SHPO Documentation	10
QC Design Review	5
Meetings	5
Total Hours	225
II. FINAL DESIGN	
Final Design & Detail	125
QC/QA Design Review	20
Construction Activities	30
Total Hours	175
TOTAL DESIGN HOURS	400

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of twelve vehicles and pieces of equipment to serve as either replacements or additions to the City of Wyoming fleet in the total estimated amount of $480,370.51.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of three vehicles from Berger Chevrolet, Inc. using State of Michigan cooperative purchase contract pricing.
2. City Council authorizes the purchase of four vehicles from Lunghamer Ford of Owosso using State of Michigan cooperative purchase contract pricing.
3. City Council authorizes the purchase of one track loader (skid steer) from Michigan CAT using Sourcewell cooperative purchase pricing.
4. City Council authorizes the purchase of three mowers from Spartan Distributers using Sourcewell cooperative purchase contract pricing.
5. City Council authorizes the purchase of one diagnostic analyzer/scanner from the sole source distributor Matco Tools.
6. 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: June 23, 2025

Subject: City Replacement Vehicles and Equipment for Fiscal Year 2026

From: Don Roest, Fleet Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 12 vehicles and pieces of equipment to serve as replacements to the City fleet, for a total of $480,370.51, as outlined below.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is It is recommended that the City purchase the following: three vehicles from Berger Chevrolet using State of Michigan contract #240000001191 in the total amount of $113,643.00; four vehicles from LungHamer Ford using State of Michigan contract #MA240000001208 in the total amount of $222,564.00; one track loader (skid steer) from Michigan Cat using Sourcewell contract #011723 in the amount of $51,821.13; three mowers from Spartan Distributers using Sourcewell contract #112624 in the total amount of $81,242.48; and one diagnostic analyzer/scanner from Matco Tools as the sole source distributor in the amount of $11,099.90.

Currently, we are waiting for pricing to come in from Zeigler Dodge and Berger Chevrolet for fifteen additional replacement vehicles. When pricing is available, staff will present these to City Council for approval.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

The vehicles and pieces of equipment being recommended for purchase are listed in the table under Budget Impact.

BUDGET IMPACT:

Sufficient funds have been budgeted in appropriate capital outlay accounts.

Fiscal Year 2026 Replacement Vehicle and Equipment List

Vehicle (Responsible Department)	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
F-150					
316-002 (Engineering)	12.21.16	63041	Age / Miles	$45,691.00	LUNGHAMER FORD
259-001 (Parks)	01.10.11	57211	Age / Miles	$37,887.00	LUNGHAMER FORD
F-250					
394-002 (Public Works)	01.14.19	84416	Age / Miles	$52,208.00	LUNGHAMER FORD
F-350					
345-002 (Parks)	07.09.18	20338 / 2068	Age / Hours	$86,778.00	LUNGHAMER FORD
Track Loader					
553-000 (Public Works)	10.06.05	320 Hours	Age	$51,821.13	Michigan CAT
Matco Diagnostic Analyzer (Fleet)	10.01.18	N/A	Obsolete	$11,099.90	Matco Tools
Toro Mowers					
772-002 Toro 3200 (Facilities)	03.01.19	753 Hours	Age / Hours	$26,509.74	Spartan Distributors
768-002 Toro 7200 (Parks)	08.31.17	1269 Hours	Age / Hours	$28,223.00	Spartan Distributors
783-002 Toro 3200 (Parks)	08.31.17	2337 Hours	Age / Hours	$26,509.74	Spartan Distributors
Chevy Blazers					
104-000 (Police Admin)	10.15.18	108615	Age / Miles	$41,329.00	Berger Chevy
190-001 (Inspections)	11.01.17	46020	Age	$36,157.00	Berger Chevy
191-001 (Inspections)	11.07.17	66226	Age	$36,157.00	Berger Chevy
TOTAL				**$480,370.51**	

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A REPLACEMENT VEHICLE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a replacement vehicle assigned to the Administrative and Investigative Services Bureau Captain from Berger Chevrolet using the State of Michigan cooperative contract in the total estimated amount of $36,157.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a replacement vehicle.
2. 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 July 7, 2025.

_____
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: June 23, 2025

Subject: Vehicle Replacement for Police Administrative and Investigative Services Captain

From: Captain Timothy Pols

CC: Deputy Chief Kip Snyder

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that City Council authorize the purchase of a vehicle to be assigned to the Administrative and Investigative Services Bureau Captain at the Police Department. This purchase would be made from Berger Chevrolet, Inc. at an estimated cost of $36,157.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Police Department staff have worked with Fleet Services staff to identify a replacement vehicle to be assigned to the Administrative and Investigative Services Bureau Captain at the Police Department. For approximately the last two years, the Police Department has been using a 2019 Chevrolet Traverse which had previously been assigned to the City Manager's office. That Traverse now has 180,000 miles on it and has reached the end of its serviceable life. To replace this vehicle, we are proposing the purchase of a 2025 Chevy Blazer LT.

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended for this purchase to be made from

Berger Chevrolet using the state of Michigan contract #240000001191 for the approximate amount of $35,157.00.

BUDGET IMPACT:

If approved, approximately $35,157.00 will be paid to Berger Chevrolet Inc for this purchase. These funds have been budgeted and are available for this expenditure in the Police Admin Motor Pool Rental account 205-301-30500-947.100.

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF
VOLCANIC POLICE PATROL BICYCLES AND ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of six Volcanic police patrol bicycles and accessories from the sole source provider Volcanic Bikes in the total estimated amount of $16,604.69.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of Volcanic police patrol bicycles and accessories.
2. City Council authorizes the City Manager to sign the estimate.
3. 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Estimate
Letter

CITY OF WYOMING | POLICE DEPARTMENT

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

STAFF REPORT

Date: June 18, 2025

Subject: Purchase of Police Mountain Bikes

From: Lieutenant Andrew Koeller

CC: Public Safety Chief Kim Koster

Captain Tim Pols / Captain Eric Wiler

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of six (6) Volcanic Police Patrol Bicycles and accessories for an estimated total cost of $16,604.69. The bicycles will be acquired directly from Volcanic, a sole-source vendor.

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 police bicycle is a vital tool that the police department uses to provide public safety services to our community. In 2019, the Wyoming Police Department established a 14-officer Tactical Bike Team, which has been utilized for civil unrest (riots), public relations, patrol operations, and various other police-related functions. The police department currently has an aging fleet of bicycles from various manufacturers. After several years of multiple Tactical Bike Team deployments, the police department's bicycle fleet is in dire need of replacement and standardization; heavy use has caused numerous catastrophic breakdowns. Many bicycles are beyond their serviceable life (15+ years old).

The Volcanic Police Ready Approach Mountain Bicycle costs $2,499.99 per unit, totaling $16,604.69 for six (6) bicycles and accessories. This total includes bicycles, decals, gear bags, a lighting package, a siren, shipping, and spare parts. Future replacements will occur as needed, as the department aims to replace and standardize all bicycles over several budget years to help mitigate the high cost of each unit.

The Volcanic police bicycle is considered the industry standard for its reliability, quality, craftsmanship, and specific design tailored for police work. The Grand Rapids Police Department and Michigan State Police currently utilize Volcanic bicycles. The Tactical Bike Team works closely with these departments and has observed their performance and dependability. The WYPD fleet of bicycles is transitioning to Volcanic brand bicycles; therefore, this is recommended as a sole-source purchase.

BUDGET IMPACT:

Funds are budgeted in the Police – Patrol Operating Supplies Account: 205-301-31500-740.000.

Attachments:

Quote
Sole Source Documentation

Volcanic Bikes
PO Box 526
Boys Town, NE 68010
+15094278623
info@volcanicbikes.com
www.volcanicbikes.com

Estimate

ADDRESS
Andrew Koeller Wyoming, MI Police Department Wyoming, MI

SHIP TO
Andrew Koeller Wyoming, MI Police Department Wyoming, MI

ESTIMATE #	DATE	
2658105	06/17/2025	

SALES REP
Derrick

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Volcanic Police Ready APB 29"	APB 1x11 34t SRAM GX 11s (34t, 11-42t) Wheel Size: 29er Frame Size: TBD Frame Color: Black Wheels: DT Swiss Brakes: Avid BB7 Fork: RockShox Recon Accessories Included: Topeak MTX Trunk Bag DX-POLICE Topeak MTX Explorer Disc Rack 29" Niterider Lighting System w/Taillight Niterider Siren POLICE Top Tube Decals	6	2,499.99	14,999.94
	Custom Decal Kit	Custom Decal Sticker Kit, Retail	6	50.00	300.00
	Freight / Shipping	FedEx Ground	1	500.00	500.00
	Kickstand Clamp	Volcanic Kickstand Clamp	6	30.00	180.00
	Topeak MTX DX-Police	MTX TrunkBag DX - Police	5	124.95	624.75

Final assembly and tuning required by a trained bicycle mechanic.
Purchaser is required for complying with sales tax requirements in the state the order is being shipped to.

SUBTOTAL	16,604.69
TOTAL	**$16,604.69**

Accepted By

_____
John Shay, City Manager

Accepted Date

_____

5/23/2024

Wyoming Police Dept
Lt. Andrew Koeller

RE: Sole Source and Purchasing

Thank you for considering Volcanic Bikes for your patrol bike purchase. Volcanic Bike models are designed exclusively for the rigors of the Bicycle Patrol Industry. Volcanic Manufacturing LLC, doing business as Volcanic Bikes, is the sole source for our patrol bikes. We only sell direct to the end consumer to ensure the customer gets exactly what they need and to ensure any products with POLICE markings only end up in the hands of the authorized end-user.

Unique characteristics of Volcanic Approach Patrol Bicycles (APB):

- All Volcanic Bicycle frames are built specifically for the Bicycle Patrol Industry
    - Lifetime Warranty on all Volcanic frames
- Chain stay and seat stay yokes are machined from solid alloy bar stock
    - Far superior in strength to other processes
- Chain stay yoke encompasses the width of the bottom bracket to Eliminate "chainring lean"
    - Volcanic frame components were combined by design to minimize the flex in the rear triangle of the frame to support additional weight and especially at the bottom bracket to reduce "chainring lean". When the bottom bracket flexes, the chainrings lean while being pedaled, which makes the chain drag over the chainrings, increasing abrasion between the two metals instead of being pulled directly over the chainrings to run smooth.
- Seat stay yoke is sized and placed to extend the strength and stiffness of “The Rib”
    - "The Rib" is a specifically designed frame component which is attached between the seat stay yoke and the seat tube. It is rectangular and has a rib in the middle to eliminate flex at the top of the seat tube to support the weight of a bicycle patrol officer's additional gear, reducing drivetrain wear and tear
- Rectangular chain stays and seat stays are used to strengthen and eliminate flex in the rear triangle to support larger riders carrying extra gear, gun belt, trunk bag containing law enforcement equipment, etc
- Unique dropouts add to the strength and comfort of the frame. The circular shape is designed to distribute impact force throughout the arc to minimize frame and rider fatigue. This design includes 14 inches of weld per set which is a drastic increase in point of contact between the dropouts and the chain stays and seat stays which increases the

strength of the frame and the safety of the rider.

By minimizing the flex, Volcanic Bikes have much less wear and tear on the drive train. ***This saves the department time and money throughout the life of the bicycle.***

CUSTOMIZATION:

- Volcanic Bikes offers color choices to coordinate with department colors
- Volcanic Bikes can create and deliver any color decal requested and can customize the decal to meet the needs of different departments.

Thank you for your consideration,

Nathan Keenan

Nathan Keenan
Owner, Sales & Operations Director
Volcanic Bikes
nate@volcanicbikes.com
509-427-8623

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A QUOTE
FOR PUBLIC SAFETY PATROL CAR LAPTOPS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Dell Technologies for the purchase of Public Safety patrol car laptops using the Midwestern Higher Education Compact (MHEC) purchasing agreement pricing in the total amount not to exceed $20,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Dell Technologies for the purchase of Public Safety patrol car laptops.
2. 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quote

CITY OF WYOMING | INFORMATION TECHNOLOGY

1155 28th Street SW, Wyoming, MI 49509
616.261.3524 | wyomingmi.gov

STAFF REPORT

Date: June 30, 2025

Subject: Public Safety Patrol Car Dell Laptops

From: Paul Gerndt, Director of Information Technology

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended City Council approve the purchase of Public Safety Patrol Car Laptops from Dell Technologies in the amount not to exceed $20,000.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
  - GOAL -- The careful and responsible management of city funding and resources to support our community."

DISCUSSION:

Routine replacement of computers is a best practice to reduce breakdowns and an effective strategy for staying current with operating system versions. The city has established a standard for desktop and laptop computers, naming Dell as the manufacturer of choice.

Staff requested from Dell a quote to provide rugged laptops to satisfy the FY2026 Patrol Car laptop replacement program. Requirements for the current fiscal year include 7 rugged laptops.

Dell's quote extends pricing from the Midwestern Higher Education Compact (MHEC) purchasing agreement. MHEC is a legislatively created agreement among the 12 Midwestern states to work together to further higher education within the region. The MHEC contract provides tiered discounts on end user computing, peripherals, device lifecycle management solutions, and associated services. Cities, counties, and local subdivisions of state government are named as eligible entities under the contract. Purchasing technology under this contract saves time and money by reducing the burden of writing, publishing, tabulating and awarding bids while achieving the most competitive pricing available. Contracted discount for laptop and desktop computers is 18% off list price.

FY2026 budget of nearly $20 thousand was authorized for the routine replacement of Public Safety laptops. It is recommended that council authorize expenditures for Public Safety laptops from Dell up to the budgeted total of nearly $20 thousand.

BUDGET IMPACT:

Funds are available in the FY 2026 budget in the following account:

205-301-30500-740.200

Attachment:
Dell Technologies Quote

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 25, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Rugged i5 touch screen 5 year warranty 16GB 512SSD**
Quote No.	**3000191678830.1**
Total	**$19,770.52**
Customer #	45120039
Quoted On	Jun. 25, 2025
Expires by	Jul. 25, 2025
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Contract Code	C000000979569
Customer Agreement #	MHEC-04152022
Deal ID	29561764

Sales Rep	Morris Wilson LI
Phone	1(800) 4563355
Email	Morris.WilsonLI@dell.com
Billing To	ACCOUNTS PAYABLE CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Morris Wilson LI

Shipping Group

Shipping To

ACCOUNTS PAYABLE
CITY OF WYOMING
1155 28TH ST SW
WYOMING, MI 49509-2825
(616) 530-7206

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	**$2,824.36**	**7**	**$19,770.52**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$19,770.52**
Shipping:	**$0.00**
Non-Taxable Amount:	**$19,770.52**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$19,770.52**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
CITY OF WYOMING
1155 28TH ST SW
WYOMING, MI 49509-2825
(616) 530-7206

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	**$2,824.36**	**7**	**$19,770.52**

Estimated delivery if purchased today:
Jul. 16, 2025
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	210-BNNG	-	7	-
Intel R Core TM Ultra 5 125U (12 MB cache, 12 cores, up to 4.30 GHz, 15W)	379-BFTK	-	7	-
Windows 11 Pro	619-BBQD	-	7	-
Intel R Core TM Ultra 5 125U (12 MB cache, 12 cores, up to 4.30 GHz, 15W)	338-CQVF	-	7	-
16GB: 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM	370-BCGC	-	7	-
512GB PCIe NVMe 2230 SSD	400-BSFN	-	7	-
14" Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 1100nit, Low Blue Light, IR camera, Passive Pen	391-BJNQ	-	7	-
FHD HDR IR Camera + Microphone, Touch Display, WLAN/WWAN/GPS antenna	319-BBLD	-	7	-
No Mobile Broadband Card	556-BFST	-	7	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	555-BLHY	-	7	-
Wireless Intel AX211 WLAN Driver	555-BLJD	-	7	-
Core Ultra 5 non-vPro CPU Label, Gen 14th	389-FJFB	-	7	-
English US Rugged RGB Single Point backlit Copilot key keyboard	583-BMJG	-	7	-
No Fingerprint reader, no Smartcard reader	346-BLBK	-	7	-
65W AC adapter, USB Type-C	492-BDTG	-	7	-
E4 C5 black Power Cord 1M, US	470-BCRH	-	7	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	389-FJFG	-	7	-
Battery Airbay Cover	325-BFXD	-	7	-
Service and Support Guide MUI for DAO (English, French, Multi)	340-DSGW	-	7	-
Quick setup guide, WW	340-DRXV	-	7	-
No Resource USB Media	430-XYPF	-	7	-
ME Disable - Manageability	631-BBYT	-	7	-
ENERGY STAR Qualified	387-BBLW	-	7	-
EPEAT 2018 Registered (Gold)	379-BFWZ	-	7	-
No Option Included	340-ACQQ	-	7	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Mix Shipment, Dell Pro Rugged 14 RB14250	340-DSCG	-	7	-
Standard Shipment, VS	800-BBZV	-	7	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	7	-
No additional TBT-4/Type-C port	325-BFXT	-	7	-
Additional rear USB 3.2 Type-A port	590-TFPW	-	7	-
Intel Responsiveness Technologies Driver	409-BCYL	-	7	-
Rigid Handle	750-BBMM	-	7	-
No Additional Software	658-BFOH	-	7	-
Custom Configuration	817-BBBB	-	7	-
Docking POGO connector without Antennas Passthru, WLAN+WWAN antenna	452-BDZG	-	7	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	713-0298	-	7	-
ProSupport Plus: Next Business Day Onsite, 3 Years	713-0299	-	7	-
Dell Limited Hardware Warranty Initial Year	713-0305	-	7	-
ProSupport Plus: Accidental Damage Service, 5 Years	713-0326	-	7	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	713-0327	-	7	-
ProSupport Plus: 7X24 Technical Support, 5 Years	713-0337	-	7	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	7	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	7	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	7	-
Dell Additional Software	634-CVYV	-	7	-

Subtotal:	**$19,770.52**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$19,770.52**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

07/07/25
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A QUOTE FOR A
POST-WARRANTY SERVER MAINTENANCE AGREEMENT
AND COVERAGE OF ADDITIONAL DEVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize acceptance of a quote for a post-warranty server maintenance agreement from Service Express in the total amount of $11,192.40.
2. It is also recommended City Council authorize coverage of additional devices in the total amount not to exceed $15,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote for a post-warranty server maintenance agreement.
2. City Council authorizes coverage of additional devices.
3. City Council authorizes the City Manager to sign the quote.

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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quote

CITY OF WYOMING | INFORMATION TECHNOLOGY

1155 28th Street SW, Wyoming, MI 49509
616.261.3524 | wyomingmi.gov

Staff Report

Date: June 25, 2025

Subject: Post-warranty Server Maintenance

From: Paul Gerndt, Director of Information Technology

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended City Council authorize acceptance of a quote for a post-warranty server maintenance agreement from Service Express in the amount of $11,192.40 and authorize coverage of additional devices up to a total not to exceed $15,000.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
  - GOAL -- The careful and responsible management of city funding and resources to support our community.

DISCUSSION:

Most original equipment manufacturers (OEMs) of computer equipment, such as Dell and Hewlett Packard, offer optional extended warranties on the purchase of new servers and similar equipment. These extended warranties vary in cost relative to the chosen level of response. Common response options include 24x7 4-hour response (most expensive) and 8AM-5PM next business day (least expensive). OEM extended warranties can add 25 percent to the cost of a new server.

Staff have found that third-party coverage offered by Service Express is more responsive, less expensive, and more flexible than that offered by the OEMs. When a service incident occurs, a Service Express technician is on-site the same day, while OEM technicians often take longer to respond. 24x7 4-hour response coverage from Service Express is less expensive than any next business day plan from Hewlett Packard or other OEMs. Finally, Service Express coverage is month-to-month, allowing the addition or removal of devices from our coverage list as needed, while OEM extended warranty coverage is provided in one-year increments.

The Information Technology department has for several years used Service Express for post-warranty service and support of servers and related data center equipment. Devices are added to our coverage list at time of purchase, and coverage begins automatically when the OEM warranty expires. Staff are currently evaluating an option to add wireless infrastructure devices to the Service Express coverage list; therefore, it is recommended that the Council authorize

expenditures more than the provided quote. The total annual cost, including the additional devices, is not expected to exceed $15,000.

BUDGET IMPACT:

Funds are budgeted in these accounts:

- 101-228-22800-930.000 Information Technology, Repairs and Maintenance
- 205-301-30610-930.000 Public Safety, Police, Repairs and Maintenance
- 590-536-54300-930.000 Wastewater, Treatment, Repairs and Maintenance
- 591-537-56400-930.000 Drinking Water, Repairs and Maintenance

Attachment:

Service Express Quote

Agmt #:	23073
Company:	City of Wyoming
Quote Date	06/25/2025
Term Start:	07/01/2025
Term End:	06/30/2026
Billing Frequency	Quarterly
Total 2025 Term	**$11,192.40**

SERVICE EXPRESS | PEOPLE-POWERED DATA CENTER SOLUTIONS

Location	Location Address	Line #	Model Number	Description	Additional Description	Serial Number	Warranty Date	SLA	Start Date	Monthly Cost	2025 - 2026 Total
										$943.20	**$11,192.40**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	1	PROLIANT DL380G9	HP PROLIANT DL380G9 8X2.5IN CTO CHASSIS	CH-ESX4	MXQ71609GC		12A-12A 4 HOUR	07/01/2025	$44.00	**$528.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	2	MSA2060	HP MSA2060 24-SLOT SAS DISK EXPANSION	6894	ACM033S0V1		12A-12A 4 HOUR	07/01/2025	$32.00	**$384.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	3	MSA2060	HP MSA2060 SAS-1200 24-SLOT DISK ARRAY	6893	ACM034S0HB		12A-12A 4 HOUR	07/01/2025	$47.00	**$564.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	4	POWEREDGE R650XS	DELL POWEREDGE R650XS	WY0442 - CH-VDIHOST1-22	1BYB0R3	07/15/2025	12A-12A 4 HOUR	07/15/2025	$93.00	**$1,074.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	5	POWEREDGE R650XS	DELL POWEREDGE R650XS	WY0433 - CH-VDIHOST2-22	2BYB0R3	07/15/2025	12A-12A 4 HOUR	07/15/2025	$93.00	**$1,074.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	6	POWEREDGE R650XS	DELL POWEREDGE R650XS	WY0444 - CH-VDIHOST3-22	3BYB0R3	07/15/2025	12A-12A 4 HOUR	07/15/2025	$93.00	**$1,074.00**
City Hall Data Center	1155 28th Street SW Wyoming, MI 49509	7	HP STORAGEWORKS 1/8 G2	HP 1/8 G2 2500/6250GB LTO SAS-600 8-SLOT LDR (WORM		MXA713Z0HU		12A-12A 4 HOUR	07/01/2025	$53.00	**$636.00**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	1	PROLIANT DL380G9	HP PROLIANT DL380G9 12-SLOT LFF CTO CHASSIS	WYPD-Backup-17	MXQ7250001		12A-12A 4 HOUR	07/01/2025	$44.00	**$528.00**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	2	PROLIANT DL380G10	HP PROLIANT DL380G10 2.2GHZ/24.75MB/18C (5220)	PD-ESX3	2M202003FS		12A-12A 4 HOUR	07/01/2025	$61.60	**$739.20**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	3	PROLIANT DL380G10	HP PROLIANT DL380G10 2.2GHZ/24.75MB/18C (5220)	PD-ESX4	2M202003FW		12A-12A 4 HOUR	07/01/2025	$61.60	**$739.20**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	4	PROLIANT DL380G9	HP PROLIANT DL380G9 12-SLOT LFF CTO CHASSIS	WYPD-FSU-16	MXQ63103H5		12A-12A 4 HOUR	07/01/2025	$44.00	**$528.00**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	5	MSA2060	HP MSA2060 SAS-1200 24-SLOT DISK ARRAY	WY0170	ACM122S0XX		12A-12A 4 HOUR	07/01/2025	$47.00	**$564.00**
Police Department	2300 DeHoop AVE SW Wyoming, MI 49509	6	MSA2060	HP MSA2060 24-SLOT SAS DISK EXPANSION	WY0171	ACM120S3C7		12A-12A 4 HOUR	07/01/2025	$32.00	**$384.00**
Utilities (CWP)	2350 Ivanrest AVE SW Wyoming, MI 49509	1	POWEREDGE R660	DELL POWEREDGE R660	CW0133 - CWP-SC-ESX1	G3WGF24	04/06/2029	12A-12A WTYTRACK	06/17/2025	$0.00	**$0.00**
Utilities (CWP)	2350 Ivanrest AVE SW Wyoming, MI 49509	2	POWEREDGE R660	DELL POWEREDGE R660	CWP-ESX1	C6WGF24	04/04/2029	12A-12A WTYTRACK	06/17/2025	$0.00	**$0.00**
Utilities (CWP)	2350 Ivanrest AVE SW Wyoming, MI 49509	3	POWEREDGE R660	DELL POWEREDGE R660	CWP-SC-ESX2	F3WGF24	04/06/2029	12A-12A WTYTRACK	06/17/2025	$0.00	**$0.00**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	1	HP STORAGEWORKS 1/8 G2	HP 1/8 G2 2500/6250GB LTO SAS-600 8-SLOT LDR (WORM	WTP TAPE LIBRARY	MXA337Z0H9		12A-12A 4 HOUR	07/01/2025	$41.80	**$501.60**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	2	PROLIANT DL360G10	HPE PROLIANT DL360 G10 CTO CHASSIS	WTP-ESX4	MXQ83900VS		12A-12A 4 HOUR	07/01/2025	$50.60	**$607.20**

Agmt #:	23073
Company:	City of Wyoming
Quote Date	06/25/2025
Term Start:	07/01/2025
Term End:	06/30/2026
Billing Frequency	Quarterly
Total 2025 Term	**$11,192.40**

SERVICE EXPRESS | PEOPLE-POWERED DATA CENTER SOLUTIONS

Location	Location Address	Line #	Model Number	Description	Additional Description	Serial Number	Warranty Date	SLA	Start Date	Monthly Cost	2025 - 2026 Total
										$943.20	**$11,192.40**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	3	MSA2052	HP MSA2052 24-SLOT SFF DISK ARRAY		2S6827D135		12A-12A 4 HOUR	07/01/2025	$55.00	**$660.00**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	4	PROLIANT DL360G10	HP PROLIANT DL360G10 CTO CHASSIS	WTP-ESX4	MXQ83900VT		12A-12A 4 HOUR	07/01/2025	$50.60	**$607.20**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	5	POWEREDGE R660	DELL POWEREDGE R660	WP0344 - WTP-ESX2	F6WGF24	04/04/2029	12A-12A WTYTRACK	06/17/2025	$0.00	**$0.00**
Utilities (WTP Holland)	16700 New Holland ST Holland, MI 49424	6	POWEREDGE R660	DELL POWEREDGE R660	WP0343 - WTP-ESX1	D6WGF24	04/04/2029	12A-12A WTYTRACK	06/17/2025	$0.00	**$0.00**

Here is a quick summary of the quote:

- **As part of your maintenance agreement, you will also receive use of our complimentary "ExpressConnect" Platform for Service Call Placement, Asset & Warranty Tracking and Remote Monitoring.**
- This quote includes Hardware Parts Replacement and Technical Support.
- This quote may include Software Technical Support (select systems).
- This quote does not include Software or Firmware Subscriptions.
- Any items not on the equipment list receiving service, or work performed outside of scope will be billed at a T&M rate.
- Phone Home is included in the maintenance cost on all applicable systems that we support.
- Equipment can be deleted or this Agreement may be terminated, without penalty, by either party upon thirty (30) days' prior written notice.

Disclaimer:
Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.

Accepted by

_____
John Shay, City Manager

SERVICE EXPRESS

ExpressConnect®

Use our all-in-one platform to proactively manage your data center maintenance.

MONITORING

24/7 automated alerts and ticketing

PORTAL

Account access wherever you are

- Real-time hardware issue alerts for server, storage and network equipment
- Immediate fault diagnosis with equipment and support insights from OnDeck® Predictive Sparing® for each ticket
- Configurable alert filtering
- Integration with Datadog, HPE OneView, Nagios, PRTG, SolarWinds, Splunk, Zabbix, Zenoss and custom-built systems
- Security certifed and NIST compliant

- Place service tickets and review current support status from any device
- Schedule engineer service callback
- Upload technical documents and share notes directly with your engineer for any service ticket
- View your tickets by agreement, location and date
- Request equipment or SLA changes and track your warranty coverage

With ExpressConnect, your day just got easier

Simplify your service with automated alerts,
monitoring and ticketing integration, account insights and more.

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
WASTEWATER TREATMENT PLANT REFRIGERATION SYSTEM UPGRADE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Phoenix Refrigeration for the upgrade of the walk-in cooler refrigeration system at the Wastewater Treatment Plant in the total estimated amount of $13,475.00.
2. It is also recommended City Council authorize a contingency in the amount not to exceed $2,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Phoenix Refrigeration for the Wastewater Treatment Plant refrigeration system upgrade.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 19, 2025

Subject: WWTP Refrigeration System Upgrade

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal submitted by Phoenix Refrigeration for the upgrade of the walk-in cooler refrigeration system at the Wastewater Treatment Plant in the amount of $13,475.00, plus a contingency of $2,000.00, for a total estimated cost of $15,475.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Wastewater Treatment Plant laboratory utilizes a walk-in cooler that was installed in the 1980s to preserve laboratory samples at the required temperatures for the required hold times. The refrigeration unit is currently configured directly above the walk-in cooler, with limited access, making it difficult to perform any necessary maintenance on the unit. As the equipment continues to age, it has become prone to breakdowns and refrigeration leaks.

Wastewater Treatment Plant staff, with the assistance of outside contractors, evaluated upgrade options to determine a suitable and efficient system to maintain the required walk-in cooler environment. The results of the evaluation indicated that installing an upgraded refrigeration unit relocated to the roof will provide the best balance of accessibility, functionality, and value.

Therefore, two qualified refrigeration contractors with experience in walk-in cooler systems were invited to submit a proposal for the project. Each was provided with a scope of work and conducted on-site visits to ensure consistent understanding of the requirements. Both companies submitted proposals, with costs summarized in the following tabulation.

Upon evaluation, both proposals met the scope of work, and Weidenfeller Refrigeration was initially identified as the lowest bidder. However, following their review of the City's contract terms, Weidenfeller Refrigeration chose to rescind their proposal. As a result, Phoenix

Refrigeration, with comparable pricing, is recommended for the project. They are a Michigan-based mechanical contractor with a location in Grand Rapids that specialize in commercial and industrial refrigeration.

TABULATION:

Bidder	Total Estimated Amount
Weidenfeller Refrigeration	$12,000.00
Phoenix Refrigeration	$13,475.00

BUDGET IMPACT:

Adequate funds exist in the Sewer Fund Account #590-536-54300-930.000.

PHOTO:

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: Phoenix Refrigeration, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
2850 Millins St NW
[Contractor's street address]
Grand Rapids, MI 49534
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:
_____
Heather Chapman, Deputy City Attorney

Phoenix Refrigeration, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
ROBERT HICKLES V.P.
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: JUNE 18, 2025

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 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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 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, gender, 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.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. 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.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that 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).

PHOENIX
REFRIGERATION

COMMERCIAL & INDUSTRIAL REFRIGERATION
HVAC | FOOD EQUIPMENT SALES & SERVICE

City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Grandville, MI 49418
Attn: Roger Jones
RE: New Lab walk in cooler Upgrade

June 4, 2025

Refrigeration system upgrade only

3/4 HP Condensing unit 230v/single	$ 3,100.00
Ultra Low Ambient Kit	$ 700.00
Matched Low Profile Coils	$ 1,675.00
Materials	$ 1,200.00
Electrical (estimated)	$ 1,300.00
Installation	$ 4,000.00
Permits	$ 375.00
Freight	$ 900.00
Optional extended warranty (4year extended compressor only)	$ 225.00
Total	$ 13,475.00

Note: Above quoted price is for a turnkey installation- complete installation and start up
Warranty- 1 year parts and labor- 4year extended compressor warranty(compressor only)

PHOENIX
REFRIGERATION

COMMERCIAL & INDUSTRIAL REFRIGERATION
HVAC | FOOD EQUIPMENT SALES & SERVICE

City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Grandville, MI 49418
Attn: Roger Jones
RE: New Lab walk in cooler Upgrade

June 4, 2025

Proposal Clarifications

The Phoenix Proposal does not include repairs or modifications required to alter or repair used equipment provided by owner to meet engineering design criteria or system operation. All repairs required to used equipment will be presented to the owner for approval and completed on a time and material basis.

The quote includes one start up, test and commissioning of equipment. Any additional shut down or restarting of equipment will be performed as a change order, on a time and material basis.

All work is to be performed during normal business working hours. Any alteration or deviation from the specifications involving extra costs will be completed only when written work orders approving additional costs have been executed.

Phoenix Refrigeration Inc. reserves the right to withdraw this proposal if not accepted within 30 days.

Due to raw material price increases on copper, steel, petroleum-based insulation products, lumber and other raw materials affecting our pricing on construction materials, quoted Installation pricing is valid for 30 days from date of proposal.

Our Manufactures are experiencing increased pricing of raw materials and delays in supply side inventory which is causing a temporary extension of normal lead times to delivery. Phoenix Refrigeration is committed to collaborating with our customers in whatever capacity we can to overcome these obstacles and accommodate their scheduling and budgeting needs.

All refrigerated equipment listed has been designed and sold to operate in a store environment of 75 degrees Fahrenheit and 55% relative humidity.

Phoenix Refrigeration Inc. is hereby granted a purchase of money security interest in the above-described equipment. This interest will be satisfied by payment hereunder. We hereby agree to execute any financing statements necessary to perfect the security interest of Phoenix Refrigeration, Inc. A finance charge will be added on accounts for 30 days and over at a rate of 1½% per month.

This Warranty is in lieu of all other warranties, expressed or implied, and does not include any implied warranties of merchantability or fitness for a particular purpose. Phoenix Refrigeration Inc. shall not be liable for any consequential or special damages, including, but not limited to, loss of food products, loss of profits, loss of refrigerant, or injury to a person or property caused by defective equipment, material, or parts. Phoenix Refrigeration Inc.'s sole liability should be limited to the repair or replacement of any defective part or parts as stated above and should not include labor or other expenses incurred in the removal and / or installation of defective parts or equipment.

Prices shown may be subject to adjustment after 30 days.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory, and are hereby accepted and Phoenix Refrigeration Inc. is authorized to do work as specified above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory, and are hereby accepted and Phoenix Refrigeration Inc. is authorized to do work as specified above

Authorized signature: _____
M. Andrew Molitor

Acceptance signature: _____ Date of acceptance: _____

PHOENIX
REFRIGERATION

COMMERCIAL & INDUSTRIAL REFRIGERATION
HVAC | FOOD EQUIPMENT SALES & SERVICE

Wixom Corporate Office - 29333 Lorie Lane, Wixom, MI 48393 | O: 248-344-2980 | TF: 877-856-5800 | F: 248-344-2966
Grand Rapids Office - 2850 Mullins Ct NW, Grand Rapids, MI 49534 | O: 616-735-6401 | TF: 877-856-5800 | F: 616-735-6406

07/07/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
INVESTIGATION OF WASTEWATER TREATMENT PLANT (WWTP) MASONRY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Wiss, Janney, Elstner Associates, Inc. for the investigation of WWTP masonry in the total estimated amount of $29,000.00.
2. It is also recommended City Council authorize 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Wiss, Janney, Elstner Associates, Inc. for the investigation of WWTP masonry.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 16, 2025

Subject: WWTP Masonry Investigation

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Wiss, Janney, Elstner Associates, Inc., for the investigation of WWTP masonry in the amount of $29,000.00 with a 10% contingency for a total estimated amount of $32,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Wastewater Treatment Plant underwent a major plant expansion between 2005 and 2007. This project included the construction of the Blower Building, Electrical Building, RAS/WAS Building, and two aeration stair towers. As these structures have aged, plant staff have observed several masonry-related issues, including efflorescence on the brick veneer, mortar joint staining, and interior block paint flaking—all signs of moisture intrusion within the masonry wall systems of each structure.

In an effort to prevent further deterioration, plant staff and contractors have investigated potential sources of the moisture. This included inspecting the roof membranes for leaks, evaluating the coping systems, and consulting the original engineer to review the construction design and methods. Despite these efforts, the source of the moisture remains undetermined, and the condition of the buildings continues to decline.

During discussions with various engineers and contractors, one firm was consistently identified as a leader in diagnosing and resolving complex masonry issues: Wiss, Janney, Elstner Associates (WJE). WJE is a globally recognized engineering firm with a local office in Grand Rapids, specializing in building enclosures, masonry restoration, and extending the life of structures.

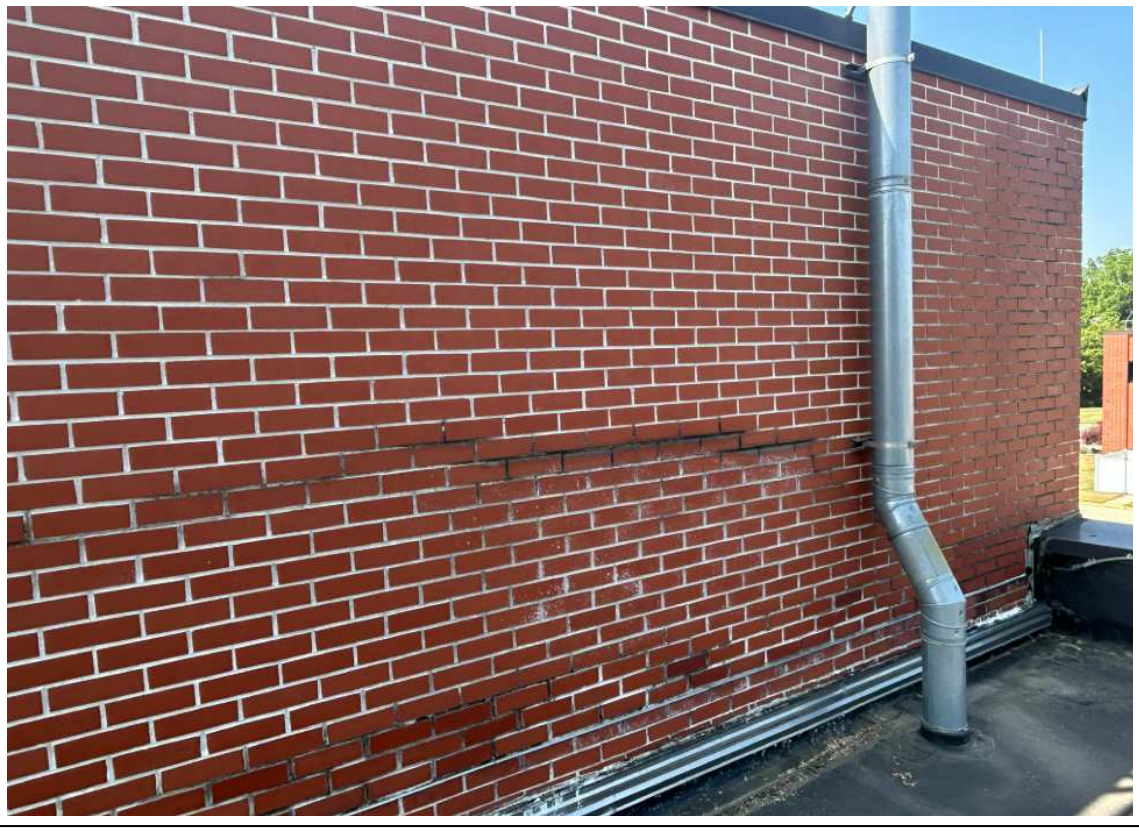
As a result, WJE was engaged to review the masonry concerns affecting the WWTP plant expansion buildings. They were provided with original construction drawings and specifications and conducted an on-site assessment. WJE submitted a proposal outlining a detailed scope of investigative work, including opening five select wall locations, conducting a six-month humidity monitoring program, and performing an infrared thermal survey. Upon completion, WJE will provide a comprehensive report with findings and conceptual repair recommendations.

Given WJE's niche expertise and strong industry reputation in building enclosures and masonry restoration, it is recommended that the City Council accept the proposal from Wiss, Janney, Elstner Associates, Inc., in the amount of $29,000.00, with a 10% contingency for a total estimated amount of $32,000.00.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in Sewer Fund account #590-536-54400-986.444.

PHOTOS:



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: Wiss, Janney, Elstner Associates, Inc.
[Name of contracting entity]
An Illinois corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
601 5th Street NW Suite 100
[Contractor's street address]
Grand Rapids, MI 49504
[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: July 8, 2025. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Wiss, Janney, Elstner Associates, Inc.

By: Leah Ruther
[Signature officer, director, or principal of Contractor]
Leah Ruther; Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 11, 2025

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. To the extent professional services are involved, compliance shall be judged by the standard of care.

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 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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 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, gender, 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.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. 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.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that 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 ~~w~~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 negligent performance of the 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).

Wiss, Janney, Elstner Associates, Inc.
601 5th Street NW, Suite 100
Grand Rapids, Michigan 49504
www.wje.com

June 9, 2025

Dan Kleinheksel
Utility Maintenance Manager
City of Wyoming
2350 Ivanrest Avenue SW
Grandville, MI 49418

City of Wyoming Clean Water Plant
Investigation of Brick Masonry and Mortar Staining
WJE No. 2024.6745

Dear Mr. Kleinheksel:

In accordance with your request, Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this proposal to perform an investigation of brick masonry and mortar staining occurring at the exterior walls of various buildings on the City of Wyoming (City) Clean Water Plant (CWP) campus. The affected buildings include the electrical/generator building, blower building No. 2, the RAS/WAS pump station, and two small buildings between aeriation basin Nos. 3, 4, and 5. The buildings were reportedly constructed in 2005, and reportedly have consistent exterior wall construction generally comprised of brick masonry veneer over air space, over rigid insulation, with a concrete masonry unit (CMU) backup interrupted by precast concrete spandrel beams at the roof level. You requested WJE perform an investigation to determine the cause(s) of the brick masonry and mortar staining and provide repair recommendations. The following Scope of Services has bee prepared to fulfill this request.

SCOPE OF SERVICES

Document Review

WJE will review relevant portions of the provided as-built drawings, photographs, and any additional pertinent documents made available by the City of Wyoming relative to the exterior wall construction, or the reported masonry and mortar staining.

Field Investigation

WJE will perform an investigation of the brick masonry and mortar staining, as outlined below. Pertinent observations will be documented via field notes and select conditions will be photographed.

Visual Survey

A visual survey, including select areas of the accessible, exposed interior and exterior surfaces of the exterior walls, will be performed. The visual survey of the exterior will be performed from grade, accessible roof levels, and up-close with the use of ground-supported scaffold or an aerial lift provided by WJE or the masonry restoration contractor retained by WJE (see below). The up-close survey of the exterior will be performed at select locations determined from the visual survey from grade. The visual survey of the

interior will be performed from accessible floor levels with the use of step ladders and/or ground-supported scaffold as necessary.

Infrared Survey

An infrared (IR) survey of select exterior walls will be performed from the exterior with the use of a handheld IR camera to aide in identifying thermal variations/patterns or anomalies, if present, which can be indicative of areas of increased moisture within the wall system. This survey will be performed from grade and/or accessible roof level(s). Note that IR surveys are optimally performed with a large interior to exterior temperature differential, and/or at dusk/dawn; thus, performing this survey during the winter months is ideal. Timing of the IR survey will be coordinated with City of Wyoming personnel.

Exterior Inspection Openings

Inspection openings will be created in the brick masonry veneer, with the assistance of a qualified masonry restoration contractor retained by WJE, to observe as-constructed conditions. Inspection openings are anticipated to be limited to a single building (likely the electrical/generator building) and will be performed at select locations identified by WJE during the visual and IR surveys. Inspection openings will be made at up to 5 locations (each roughly 1 foot by 2-3 foot in area), currently anticipated to include:

- Immediately above the through-wall flashing at the base of an exterior wall
- Along the bottom edge of a roof-level spandrel beam
- Along a steel lintel above a window head

All inspection openings will be temporarily enclosed (see below) by the contractor following investigation of these openings

Survey of Masonry Cavity and Interior Environmental Conditions

WJE will perform a survey of masonry cavity and indoor environmental conditions at select locations. This survey will include the following:

- Documentation of interior temperature and relative humidity levels during the field investigation, with the use of a portable hygrothermometer.
- Temporary installation of data loggers in the masonry cavity at each inspection opening and in the building interior at the building where masonry inspection openings are performed to track temperature and relative humidity (RH) levels.
  - Data loggers will be installed in the masonry cavity via the openings made by the masonry contractor. These openings will be temporarily enclosed with plywood following inspection and data logger installation to allow for future removal of data loggers.
  - Data loggers will ideally remain in place through portions of both a winter and summer season (approximately 6 months) to capture temperature and RH levels in both seasons.
  - WJE will return to collect the data loggers upon completion of the monitoring program. A qualified masonry restoration contractor will be retained by WJE to remove the temporary

enclosures and restore the masonry openings via ground-supported scaffold or an aerial lift provided by WJE. Note that contractor personnel may return for one additional working day following WJE's retrieval of the data loggers to complete restoration of the openings. Further note that all attempts will be made to re-install the existing brick units salvaged during creation of the inspection openings. However, should unintentional breakage occur, units will be replaced with new brick; existing brick and mortar colors will be matched as closely as possible, but differences in color and appearance may result.

Assumptions

To perform the field investigation tasks outlined above, we anticipate the City of Wyoming will provide and/or coordinate the following:

- Interior and roof access to the affected buildings during the course of the field investigation.
- An operable exterior water spigot and necessary water key within 150 feet of each inspection opening for contractor use in performing restoration activities at masonry inspection openings.
- Exterior accessible electrical outlets for contractor use in connecting equipment for masonry inspection openings. Alternatively, the contractor can supply a generator for this purpose.

MEETINGS

Following our field investigation efforts, apart from our revisit to collect data logging equipment, WJE will meet virtually and/or in-person with City of Wyoming representatives to verbally and visually (with the aid of photographs and/or diagrams) convey our findings to-date. We anticipate an additional virtual and/or in-person meeting with City of Wyoming representatives following collection of the data logging equipment and analysis of data collected, to verbally and/or visually convey additional findings from that effort.

REPORT AND RECOMMENDATIONS

If desired, WJE will prepare a written report summarizing our findings and, if our findings are conclusive, provide conceptual recommendation(s) for repairs and/or cleaning trials to address or limit the masonry and mortar staining. Note that our report may include sketches in an effort to describe observed conditions; however, the report is not intended to represent technically comprehensive repair documents for use in construction.

Depending on our findings during our investigation, our discussion and/or report may include recommendations for additional investigation, testing, and/or creating additional investigation openings.

FEE, TERMS AND CONDITIONS

WJE will perform the services outlined above for the estimated budget as outlined below*, in accordance with the attached *Terms and Conditions for Professional Services*.

Document Review and Field Investigation		$8,500
Aerial Lift Allowance		$5,000
Contractor Allowance		$4,000
Follow-Up Meeting(s) and Report		$11,500
	Estimated Total Budget	***$29,000***

**Any additional services, meetings, documentation, uploading of documents or other tasks not explicitly outlined above may incur additional fees. The tasks described above will be performed on a time-and-expense basis in accordance with our standard rate schedule in effect at the time the work is performed. Note that the above estimated costs are provided for budgetary purposes, if total costs for services are projected to exceed the Estimated Total budget above, WJE will inform the City of Wyoming in a timely manner to discuss scope/fee modifications.*

CLOSING

Thank you for the opportunity to provide this proposal. We look forward to assisting the City of Wyoming with this matter. If the above scope of work and estimated fees are acceptable, please provide written authorization via the approval form below and return to Leah at LRuther@wje.com.

If you have any questions, require additional information, or wish to discuss and refine the proposed scope, please contact me at 734.660.3612.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Leah Ruther

Leah M. Ruther, P.E.
Senior Associate

Enclosure: Terms and Conditions for Professional Services

07/07/25
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. City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Electrical Supplies	Graybar Electric, The Kendall Group, and Wesco Distribution	Bid prices as shown in the attached tabulation sheets.
Drinking Water Plant Filters Rehabilitation Study	Fishbeck	Bid prices as shown in the attached proposal.

2. The City Council authorizes the City Manager 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 July 7, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 18, 2025

Subject: Bid Award for Purchase of Electrical Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid for electrical supplies to Graybar Electric, Kendall Electrical, and Wesco Distribution for fiscal year 2026 up to a total amount of $60,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The utility plants and public works use a considerable amount of consumable electrical supplies to perform in-house electrical system repairs and replacements. The installation of new electrical parts is an essential aspect of proper maintenance. To support these efforts, a bid document was developed to obtain pricing on more than 100 commonly used electrical parts and materials. The document also included a requirement that bidders maintain a location within 15 miles of each utility plant to accommodate emergency purchases.

The bid opportunity was advertised via the City's website on Monday, June 2, and on Tuesday, June 17, three bids were received. After a tabulation and thorough review, Graybar Electric, Kendall Electric, and Wesco Distribution were all found to have submitted competitive pricing, with each vendor offering the lowest price on various items. However, given economic conditions, vendors are unable to hold their prices for significant periods of time. Because supplier pricing will fluctuate throughout the year, awarding bids to all three vendors allows staff to evaluate pricing and availability at the time of purchase.

The utility plants have previously purchased electrical supplies and received reliable service from each vendor. Graybar Electric and Wesco Distribution have a location within 15 miles of the WWTP, and Kendall Electric has locations within 15 miles of both the WWTP and DWP.

BUDGET IMPACT:

Annual expenditures for electrical supplies at the utility plants and public works are estimated at $60,000.00. Adequate funds have been budgeted in various utility plant and public works accounts, including: 591-537-55300-775.000, 590-536-54300-775.000, 661-441-58300-775.000.

CITY OF WYOMING

ELECTRICAL SUPPLIES

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
GROUP I - CONDUIT NIPPLES (inches)							
1/2" x 2"	100	$ 171.40	30 Days	$ 165.74	30 Days	$ 114.00	30 Days
1/2" x 3"	100	$ 200.15	30 Days	$ 193.54	30 Days	$ 133.00	30 Days
1/2" x 4"	100	$ 237.65	30 Days	$ 229.79	30 Days	$ 157.00	30 Days
3/4" x 2"	100	$ 192.75	30 Days	$ 186.38	30 Days	$ 119.00	30 Days
3/4" x 3"	100	$ 233.85	30 Days	$ 226.11	30 Days	$ 155.00	30 Days
3/4" x 4"	100	$ 277.00	30 Days	$ 267.83	30 Days	$ 184.00	30 Days
1" x 2"	50	$ 134.75	30 Days	$ 130.21	30 Days	$ 89.00	30 Days
1" x 3"	50	$ 163.13	30 Days	$ 157.72	30 Days	$ 108.50	30 Days
1" x 4"	50	$ 198.40	30 Days	$ 191.84	30 Days	$ 131.50	30 Days
1" x 5"	50	$ 225.00	30 Days	$ 217.50	30 Days	$ 149.00	30 Days
GROUP II - LOCKNUTS							
1/2"	100	$ 8.65	30 Days	$ 13.70	30 Days	$ 18.00	30 Days
3/4"	100	$ 9.75	30 Days	$ 15.70	30 Days	$ 30.00	30 Days
1"	100	$ 16.50	30 Days	$ 31.40	30 Days	$ 48.00	30 Days
GROUP III - INSULATING BUSHINGS							
1/2"	100	$ 6.00	30 Days	$ 6.00	30 Days	$ 98.00	30 Days
3/4"	100	$ 6.75	30 Days	$ 8.60	30 Days	$ 143.00	30 Days
1"	100	$ 11.00	30 Days	$ 15.30	30 Days	$ 206.00	30 Days
GROUP IV - REDUCING BUSHINGS - RATED CLASS 1, DIVISION 1A, B, C, D							
3/4" to 1/2"	100	$ 305.00	30 Days	$ 123.00	30 Days	$ 81.00	30 Days
1" to 3/4"	100	$ 350.00	30 Days	$ 189.50	30 Days	$ 128.00	30 Days
1-1/4" to 1"	100	$ 580.00	30 Days	$ 403.50	30 Days	$ 274.00	30 Days
1-1/2” to 1-1/4"	100	$ 995.00	30 Days	$ 503.50	30 Days	$ 342.00	30 Days
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES)							
1/2" Knock Out	50	$ 105.63	30 Days	$ 374.10	30 Days	$ 182.50	30 Days
3/4" Knock Out	50	$ 91.88	30 Days	$ 192.90	30 Days	$ 881.00	30 Days
Cover Blank	50	$ 23.53	30 Days	$ 35.15	30 Days	$ 38.00	30 Days
Covers Du-plex	50	$ 25.40	30 Days	$ 33.35	30 Days	$ 39.00	30 Days
Cover Switch	50	$ 24.15	30 Days	$ 29.95	30 Days	$ 45.50	30 Days
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)							
1/2"	100	$ 127.85	30 Days	$ 92.69	30 Days	$ 80.00	30 Days
3/4"	100	$ 174.00	30 Days	$ 120.81	30 Days	$ 96.00	30 Days
GROUP VII - LIQUID TITE FITTINGS							
1/2" Straight	100	$ 130.55	30 Days	$ 374.40	30 Days	$ 319.00	30 Days

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
3/4" Straight	100	$ 186.50	30 Days	$ 532.90	30 Days	$ 467.00	30 Days
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS							
Single Pole 1121-2I	25	$ 76.25	30 Days	$ 58.45	30 Days	$ 132.75	30 Days
3-Way 1123-2	25	$ 100.00	30 Days	$ 82.20	30 Days	$ 170.00	30 Days
Duplex Recep. R15-I	50	$ 85.00	30 Days	$ 74.40	30 Days	$ 93.00	30 Days
Duplex Re-cep-tacle 5362I	50	$ 247.50	30 Days	$ 78.75	30 Days	$ 467.00	30 Days
1447 Woodhead Male Cord End	20	$ 242.00	30 Days	$ 164.00	30 Days	$ 251.00	30 Days
1547 Woodhead Female Cord End	20	$ 425.00	30 Days	$ 244.50	30 Days	$ 442.80	30 Days

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
GROUP IX - J BOXES							
4" square	50	$ 62.08	30 Days	$ 58.55	30 Days	$ 153.50	30 Days
4-11/15" square	50	$ 92.50	30 Days	$ 196.10	30 Days	$ 402.00	30 Days
4 " octagon	50	$ 45.63	30 Days	$ 70.90	30 Days	$ 107.50	30 Days
3/4" KNOCK OUT SIZE							
4" square	50	$ 79.88	30 Days	$ 58.55	30 Days	$ 154.50	30 Days
4-11/16" square	50	$ 204.50	30 Days	$ 196.10	30 Days	$ 402.00	30 Days
4" octagon	50	$ 124.25	30 Days	$ 114.55	30 Days	$ 223.50	30 Days
GROUP X - COVERS							
4" square	20	$ 8.19	30 Days	$ 10.96	30 Days	$ 13.80	30 Days
4-11/16" square	20	$ 12.20	30 Days	$ 20.84	30 Days	$ 29.20	30 Days
4 " octagon	20	$ 9.85	30 Days	$ 11.22	30 Days	$ 19.20	30 Days
GROUP XI – CONDUIT							
1/2"	100	$ 127.15	30 Days	$ 121.07	30 Days	$ 127.00	30 Days
3/4"	100	$ 150.35	30 Days	$ 143.20	30 Days	$ 151.00	30 Days
1"	100	$ 230.50	30 Days	$ 219.42	30 Days	$ 231.00	30 Days
PVC COATED RIGID STEEL:							
1/2"	100	$ 680.50	30 Days	$ 586.59	30 Days		30 Days
3/4"	100	$ 788.55	30 Days	$ 680.49	30 Days		30 Days
1"	100	$ 1,020.85	30 Days	$ 880.49	30 Days		30 Days
EMT							
1/2"	100	$ 43.70	30 Days	$ 44.49	30 Days	$ 44.00	30 Days
3/4"	100	$ 77.00	30 Days	$ 78.53	30 Days	$ 77.00	30 Days
1"	100	$ 132.00	30 Days	$ 134.64	30 Days	$ 132.00	30 Days
LB (APPLETON):							
1/2"	10	$ 49.70	30 Days	$ 65.25	30 Days	$ 54.60	30 Days
3/4"	10	$ 58.47	30 Days	$ 78.40	30 Days	$ 67.20	30 Days
1"	10	$ 92.00	30 Days	$ 117.25	30 Days	$ 100.90	30 Days
"T" LB (APPLETON):							
1/2"	10	$ 62.35	30 Days	$ 81.50	30 Days	$ 71.10	30 Days
3/4"	10	$ 74.80	30 Days	$ 98.00	30 Days	$ 84.10	30 Days
1"	10	$ 112.20	30 Days		30 Days	$ 126.90	30 Days
"C" CONDULET (APP-LET-ON):							
1/2"	10	$ 55.20	30 Days	$ 65.25	30 Days	$ 56.30	30 Days
3/4"	10	$ 66.30	30 Days	$ 78.40	30 Days	$ 67.20	30 Days
1"	10	$ 96.30	30 Days	$ 117.25	30 Days	$ 91.30	30 Days
1 HOLE STRAP							
1/2"	25	$ 3.44	30 Days	$ 7.85	30 Days	$ 3.25	30 Days
3/4"	25	$ 5.75	30 Days	$ 9.29	30 Days	$ 5.00	30 Days
1"	25	$ 9.50	30 Days	$ 11.28	30 Days	$ 8.25	30 Days
EMT CONNECTORS (ST-EEL)							
1/2"	25	$ 3.75	30 Days	$ 5.10	30 Days	$ 5.75	30 Days
3/4"	25	$ 6.06	30 Days	$ 8.18	30 Days	$ 9.00	30 Days
1"	25	$ 10.18	30 Days	$ 13.83	30 Days	$ 15.50	30 Days
CONDUIT NONMETAL-LIC RIGID							

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
1/2" Conduit	100	$ 27.05	30 Days	$ 41.88	30 Days		30 Days
3/4" Conduit	100	$ 32.85	30 Days	$ 57.16	30 Days		30 Days
1" Conduit	100	$ 48.00	30 Days	$ 78.28	30 Days		30 Days
1/2" Coupling	10	$ 1.28	30 Days	$ 1.91	30 Days		30 Days
3/4" Coupling	10	$ 1.55	30 Days	$ 1.73	30 Days		30 Days
1" Coupling	10	$ 2.40	30 Days	$ 2.63	30 Days		30 Days

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
1/2" 90^{O} Elbow	10	$ 7.26	30 Days	$ 6.51	30 Days		30 Days
3/4" 90^{o} Elbow	10	$ 8.15	30 Days	$ 7.51	30 Days		30 Days
1" 90^{o} Elbow	10	$ 12.69	30 Days	$ 11.38	30 Days		30 Days
EMT COUPLING (STEEL):							
1/2"	100	$ 4.81	30 Days	$ 6.65	30 Days		30 Days
3/4"	100	$ 7.46	30 Days	$ 10.05	30 Days		30 Days
1"	100	$ 11.64	30 Days	$ 15.58	30 Days		30 Days
GROUP XII - MINERLAC							
0 - Size	200	$ 117.80	30 Days	$ 99.76	30 Days	$ 140.00	30 Days
1 - Size	200	$ 136.30	30 Days	$ 115.49	30 Days	$ 162.00	30 Days
2 - Size	200	$ 159.40	30 Days	$ 134.93	30 Days	$ 188.00	30 Days
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)							
1-5/8"B22SH	300	$ 715.50	30 Days	$ 731.03	30 Days	$ 999.00	30 Days
1-5/8" B140	20	$ 66.37	30 Days	$ 101.60	30 Days	$ 92.80	30 Days
1-5/8" B133	20	$ 72.35	30 Days	$ 151.32	30 Days	$ 124.40	30 Days
1-5/8" B202	20	$ 15.55	30 Days	$ 16.72	30 Days	$ 26.00	30 Days
1-5/8" B7-6622	20	$ 257.35	30 Days	$ 883.32	30 Days	$ 1,210.80	30 Days
1-5/8" B4-4122	20	$ 69.57	30 Days	$ 72.86	30 Days	$ 147.00	30 Days
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)							
Small Sticky Pads ABM2S-A-C	100	$ 50.75	30 Days	$ 48.85	30 Days	$ 83.00	30 Days
Large Sticky Pads ABM4H-A-L	100	$ 144.25	30 Days	$ 177.31	30 Days	$ 172.00	30 Days
Small Wire Ties PLT1-5M-M	100	$ 13.25	30 Days	$ 49.30	30 Days	$ 15.00	30 Days
Medium Wire Ties PLT1-5I-M	100	$ 8.85	30 Days	$ 48.83	30 Days	$ 13.00	30 Days
Large Wire Ties PLT-3S-CB	100	$ 18.50	30 Days	$ 19.17	30 Days	$ 36.00	30 Days
#33 Black Tape	20	$ 130.00	30 Days	$ 162.12	30 Days	$ 140.00	30 Days
#35 Red Tape	20	$ 123.00	30 Days	$ 128.26	30 Days	$ 130.60	30 Days
#14 AWG Black THHN Wire	1000	$ 115.00	30 Days	$ 127.02	30 Days	$ 125.00	30 Days
#12 AWG Black THHN Wire	1000	$ 169.00	30 Days	$ 187.69	30 Days	$ 185.00	30 Days
#10 AWG Black THHN Wire	1000	$ 259.00	30 Days	$ 287.08	30 Days	$ 282.00	30 Days
#14 AWG Green MTW Wire	1000	$ 144.00	30 Days	$ 176.82	30 Days	$ 113.00	30 Days
#12 AWG Black MTW Wire	500	$ 108.00	30 Days	$ 121.99	30 Days	$ 171.00	30 Days
#10 AWG Black MTW Wire	500	$ 165.00	30 Days	$ 189.05	30 Days	$ 270.00	30 Days
4-pair CAT-6 #24 AWG	1000	$ 165.00	30 Days	$ 596.25	30 Days		30 Days
2 Conductor #18 AWG Shielded Wire	1000	$ 148.00	30 Days	$ 171.13	30 Days		30 Days
2 Conductor #18 AWG Shielded Wire	250	$ 148.00	30 Days	$ 42.78	30 Days		30 Days
#14/3 SJ Cord	250	$ 137.50	30 Days	$ 190.94	30 Days	$ 170.00	30 Days
GROUP XV - PVC CONDUIT							
Conduit, PVC Sch 40, 1/2”	100	$ 27.05	30 Days	$ 27.39	30 Days	$ 27.00	30 Days
Conduit, PVC Sch 40, 3/4”	100	$ 32.85	30 Days	$ 32.90	30 Days	$ 32.00	30 Days
Conduit, PVC Sch 40, 1”	100	$ 48.25	30 Days	$ 48.01	30 Days	$ 51.00	30 Days
Conduit, PVC Sch 40, 1-1/4”	100	$ 69.25	30 Days	$ 69.14	30 Days	$ 67.00	30 Days

		Graybar Electric Company Inc		Kendall Electric Inc.		Wesco	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
Conduit, PVC Sch 40, 1-1/2”	100	$ 79.85	30 Days	$ 80.17	30 Days	$ 78.00	30 Days
Conduit, PVC Sch 40, 2”	100	$ 99.75	30 Days	$ 99.99	30 Days	$ 97.00	30 Days
Conduit, PVC Sch 40, 3”	100	$ 191.25	30 Days	$ 191.41	30 Days	$ 186.00	30 Days

CITY OF WYOMING

ELECTRICAL SUPPLIES PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Graybar Electric
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2204 Turner Ave. NW
[Supplier's street address]
Walker MI 49544
[Supplier's city, state & zip]

Effective Date means: 6/16, 2025

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Contractor: Graybar Electric

By: David Werner
[Signature officer, director, or principal of Contractor]
David Werner Outside Sales Representative
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 6/16, 2025

Approved as to form: _____
City Attorney

CITY OF
WYOMING

ELECTRICAL SUPPLIES PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Kendall Electric Inc.
[Name of supplying entity]
A MI Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1100 58th St SW
[Supplier's street address]
Wyoming, MI 49509
[Supplier's city, state & zip]

Effective Date means: 6/17, 2025.

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. The parties agree that this Contract is exclusively subject to and governed by Contractor's Terms and Conditions of Sale (the "Terms and Conditions of Sale") included with its Proposal, which Terms and Conditions of Sale shall apply in lieu of the Standard Terms and any other terms and conditions included in or referenced in any documents provided by the City. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated herein. This Contract can be amended or supplemented only in separate written amendment to this Contract, stating the Section(s) to be amended or supplemented, writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Contractor: Kendall Electric Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Jason Hance - Account Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 6/16, 2025

Approved as to form: _____
City Attorney

CITY OF WYOMING

ELECTRICAL SUPPLIES PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Wesco Distribution, Inc.
[Name of supplying entity]
A C Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
7650 Caterpillar Ct SW STE A
[Supplier's street address]
Grand Rapids, MI 49548
[Supplier's city, state & zip]

Effective Date means: June 24th, 2025.

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
City Attorney

Contractor: Wesco

By: _____
[Signature officer, director, or principal of Contractor]
Zack Ross - Senior Outside Sales Representative
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 24th, 2025

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: June 24, 2025

Subject: DWP Filters 1-12 Rehabilitation Study

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 7, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid for the DWP Filters 1-12 Rehabilitation Study to Fishbeck at the hourly rates provided in the attached contract, for a not-to-exceed amount of $139,925.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Drinking Water Plant operates eighteen rapid sand filters: the original six filters (1–6) constructed in 1964, six additional filters (7–12) added in 1973, and the final six filters (13–18) added in 2009. These filters play a critical role in removing particles during the final step of the drinking water treatment process.

Given the age of the 1964 and 1973 filters and as recommended in the 2024 Water System Reliability Study, a comprehensive evaluation is necessary to identify deficiencies and explore modernization options. To support this effort, utility staff developed bidding documents for the Filters 1–12 Rehabilitation Study. The specifications outline a detailed scope that includes assessment of the filter media, launders, gullets, instrumentation, and backwash equipment. The study will also evaluate modern filtration technologies, backwash and ripening processes, and clear well baffling to enhance chlorine contact time.

Additionally, the study will assess potential filter and media design modifications to allow for an increased EGLE-approved filtration flow rate. Achieving this increase could defer major capital investment ($200+M) in plant expansion by increasing the operational capacity of existing infrastructure.

The project was advertised on the City's website, with 40 registered bidders downloading the bid package. A pre-bid meeting was held on May 6, 2025, with ten consultants in attendance. On June 3, four bids were received, and the costs are summarized in the following tabulation.

After careful review of the bids, Fishbeck was identified as offering the lowest overall hourly rate and best met the proposal evaluation criteria identified in the bidding documents, which include:

- Consultant's prior experience with similar projects.
- Consultant's expected completion timeframe.
- Consultant's proposed project plan in response to the criteria outlined in its proposal.
- Consultant's depth of resources and talent as outlined in its proposal.
- Cost of the proposal.

Overall, the Filters 1–12 Rehabilitation Study will provide utility staff with essential information to evaluate rehabilitation options and costs prior to embarking on engineering design and construction. Fishbeck submitted a thorough proposal, demonstrating a deep understanding of the key aspects and has extensive experience with comparable projects. Notably, they have successfully worked with EGLE to re-rate filters. If EGLE approves increased filter flow rates, significant savings can be realized with the delay of a plant expansion. The City has partnered with Fishbeck on numerous utility projects and is confident in their ability to deliver a timely, thorough, value-engineered product.

TABULATION:

Bidder Name	Bid Amount
Donohue & Associates, Inc.	$49,899.00
Fishbeck	$139,925.00
Black & Veatch Ltd. Of Michigan	$161,925.00
Stantec Consulting Michigan Inc.	$279,829.46

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444.

fishbeck
Engineers | Architects | Scientists | Constructors

Rapid Sand Filters 1-12 Rehabilitation Study

City of Wyoming

June 3, 2025

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824 | fishbeck.com

June 3, 2025
Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Proposal for the City of Wyoming
Engineering Services for Rapid Sand Filters 1-12 Rehabilitation Study

Fishbeck is pleased to submit our proposal for the Rapid Sand Filters 1–12 Rehabilitation Study at the City of Wyoming's Drinking Water Plant. As a Michigan-based engineering firm with over 65 years of experience in water and wastewater infrastructure—and a long-standing partner to the City—we understand the importance of maintaining and modernizing filtration systems to ensure regulatory compliance, operational efficiency, and public health protection.

We have carefully reviewed the RFP and fully understand the scope of services required. Our team is prepared to comprehensively evaluate Filters 1–12, assessing their current condition and developing a cost-effective, phased rehabilitation strategy. Our approach includes:

- **Conducting detailed site evaluations** - of filter cells, valves and actuators, instrumentation, and structural components
- **Assessing backwash systems** - including comparisons of surface wash and air scour alternatives
- **Evaluating transfer pumping system** - including check valve performance and upgrade options
- **Reviewing clear wells** – evaluating chlorine contact time improvements, including developing baffling alternatives
- **Recommending modernization upgrades** - such as power distribution, safety enhancements, and architectural finishes
- **Filtration capacity master planning** - including coordination with EGLE on potential filtration rate increases and piloting requirements
- **Delivering prioritized recommendations** – including cost opinions and a clear roadmap for engineering and construction phases, which considers phased implementation of recommendations

Fishbeck will leverage our local, multidisciplinary team of engineers, architects, water treatment specialists, and construction professionals—many of whom have completed similar filter rehabilitation projects across Michigan.

We are proud of our long-standing partnership with the City of Wyoming and our history of collaboration on key Drinking Water Plant projects. We value the City's trust in us over the years and look forward to continuing this relationship by supporting the City through this critical rehabilitation study and into the future.

Sincerely,

Brian Phillips, PE
Project Manager/Senior Water and Wastewater Engineer

fishbeck

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02 Understanding and Approach

03 Key Personnel

04 Project Experience

05 Cost of Services

06 Forms

fishbeck

Firm Profile

01

Fishbeck Overview

ESTABLISHED
1956

COMPANY TYPE
100% employee-owned corporation

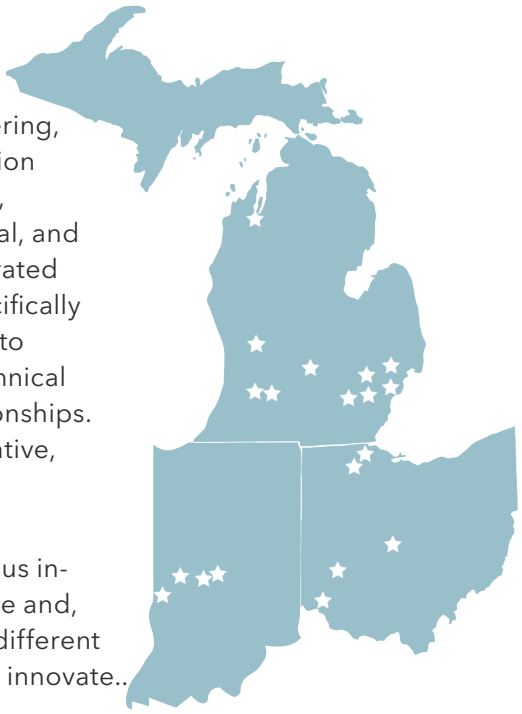
TOTAL PERSONNEL
700+

LOCATIONS
18 locations throughout Michigan, Ohio, and Indiana

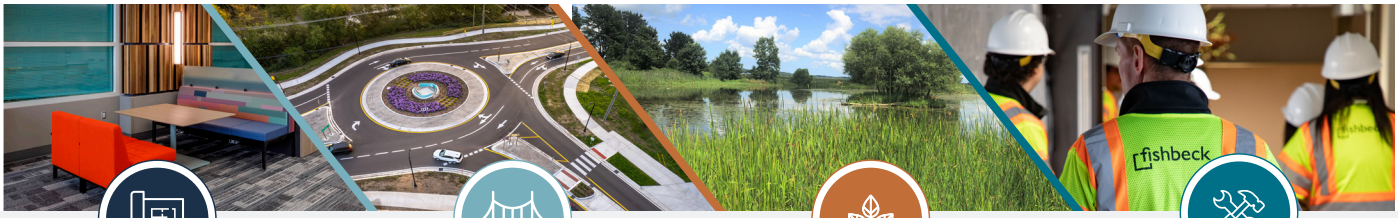
WEBSITE
www.fishbeck.com

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves educational, governmental, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Our specialists are committed to providing creative, value-driven services and exceptional results.

We are listeners, collaborators, and partners. Fishbeck's ability to connect across our numerous in-house disciplines allows us to see the big picture and, because we approach each project from many different perspectives, gives us an unparalleled ability to innovate..



ALL IN ONE. It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.



ARCHITECTURE AND ENGINEERING

- Architecture
- Building Enclosure Commissioning
- Electrical
- Energy Assessment
- Facility Condition Assessment
- Interior Design
- Mechanical
- Parking Planning/ Design/Restoration
- Structural
- Systems Commissioning

INFRASTRUCTURE ENGINEERING

- Construction Engineering/Inspection
- Geospatial Services
- Site Development
- Stormwater Management
- Traffic/TIS
- Transportation
- Wastewater Collection
- Wastewater Treatment
- Water Distribution
- Water Storage
- Water Supply/Treatment

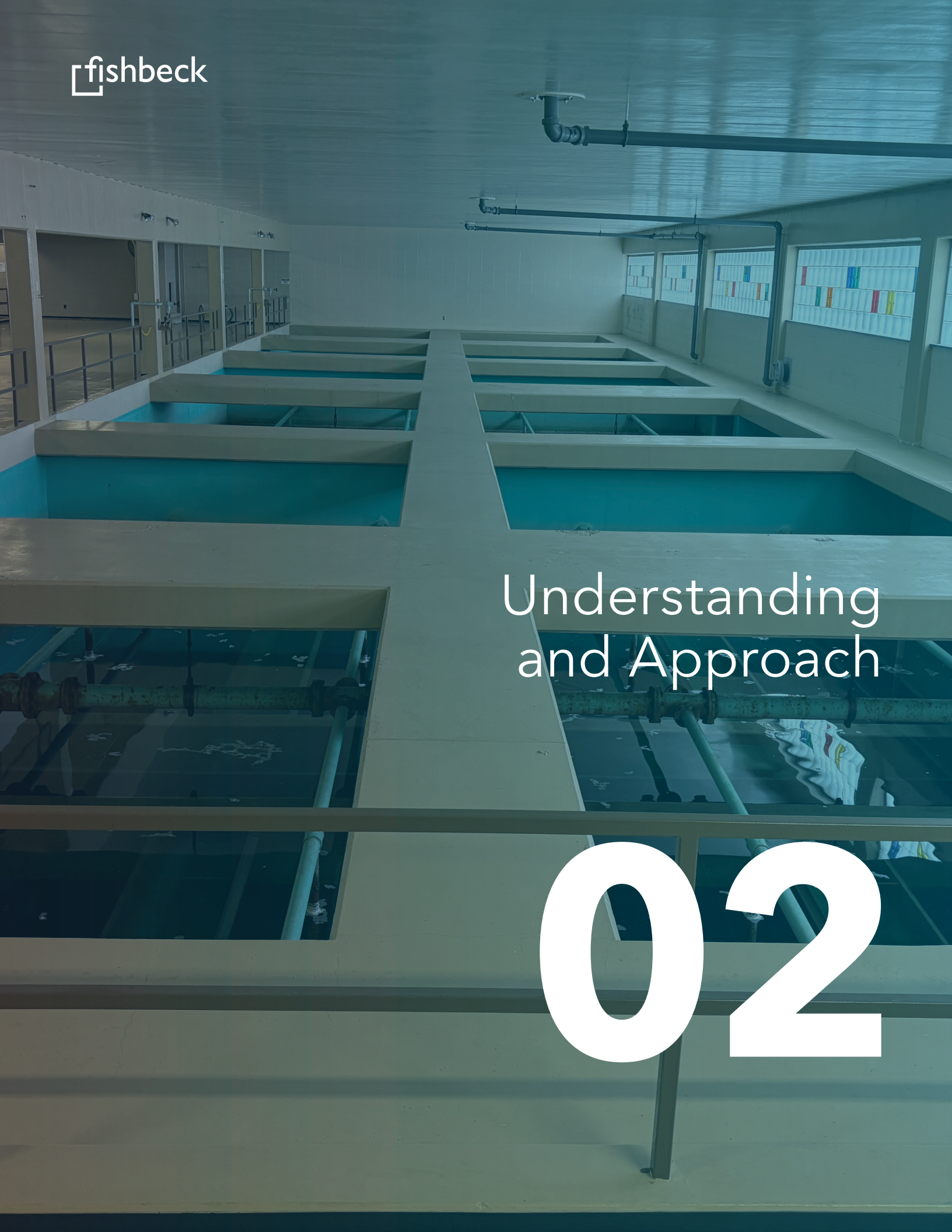
ENVIRONMENTAL SCIENCES

- Air Quality
- Asbestos/Lead/ Demolition Management
- Brownfield Redevelopment
- Environmental Management and Compliance
- Environmental Site Assessment
- Industrial Hygiene
- Remediation
- Wetland and Ecological

CONSTRUCTION

- Construction Management
- Cost Estimating
- Design/Build
- Preconstruction
- Reconstruction and Cost Reduction Studies
- Scheduling

fishbeck



Understanding and Approach

02

Understanding and Approach

Statement of Understanding

The City of Wyoming (City) is seeking proposals for professional and engineering services to evaluate Rapid Sand Filters 1-12 at the Donald K. Shine Water Treatment Plant (WTP). Filters 1-6 were installed in 1964, and Filters 7-12 in 1973. The filter control valves, electrohydraulic actuators, and clay tile underdrain system are original to the filter construction. The filter underdrain system and media are near their useful life and will require replacement in the near future. Additionally, the City is seeking recommendations for other improvements that can be made to the filtration system to increase capacity and improve reliability. Phasing of the recommended capital improvements should be considered to ensure construction is completed efficiently and cost-effectively.

Project Approach

The Fishbeck team will perform all aspects of the professional services detailed in the Request for Proposals and described herein.

Evaluation Phase

Fishbeck proposes the following scope:

1. Attend an onsite kickoff meeting with the City to identify key project goals and objectives, establish communication protocols, and discuss information needed from the City to complete the project.
2. Review information to be provided by the City, including:
    a. Record drawings of Filters 1-12.
    b. Operating conditions of the filtration system (i.e backwash procedures, transfer pump operations, etc.).
    c. WTP hydraulic conditions and residence times.
3. Conduct up to 5 site visits to inspect associated infrastructure:
    a. Visually inspect filter gullet liner, gaskets, and caulk/sealant. Identify cause of leaking.
    b. Conduct a visual inspection of the high-performance coatings in the filters. Document the location and quantity of delaminated coatings. If coatings and failures are identified, evaluate them to identify the root cause (insufficient surface preparation, incompatible coating layers, etc.).
    c. We will also visually inspect the filter walls, filter backwash troughs, clearwell walls, and top slab, identifying areas that need concrete rehabilitation or crack repair. Concrete sounding with a hammer will be used, if necessary, to assist in identifying deteriorated areas.
    d. Inspect filter control panels and MCC-2 by an Electrical Engineer.
    e. Conduct a hazardous materials survey of Filter Operating Gallery and Filter Piping Gallery coatings and materials suspected of containing asbestos or lead.
4. Conduct a building code review to verify local code requirements, such as operator safety provisions.

5. Work with the City to confirm areas of the filtration system in need of replacement or rehabilitation. Prepare Technical Memorandum No. 1, summarizing existing condition and need for replacement or rehabilitation. Hold a virtual conference call with the City to discuss findings and City's comments.
6. Evaluate improvements to filter design:
   a. Compare available underdrain technologies, such as HDPE block and low-profile stainless steel laterals.
   b. Consider media composition and depth.
   c. Consider replacing backwash troughs based on existing concrete condition and elevation.
7. Meet with EGLE to discuss the potential for increasing rated filtration capacity.
8. Evaluate improvements to the backwash system:
   a. Compare surface wash and air scour.
   b. Consider operational changes, such as extended low-rate wash to reduce turbidity spikes.
   c. Evaluate infrastructure improvements needed to facilitate filter to waste.
9. Evaluate options for filter control valve actuators.
10. Evaluate available technologies for flow meters, level sensors, and other filter instrumentation.
11. Evaluate transfer pump check valves. We understand the existing valves slam, and that the City is interested in evaluating options to eliminate this. Coordinating with WTP staff, we will install online pressure loggers along the transfer pump system to record pressure data and quantify pressure surges. We will use this data to calibrate a hydraulic model of the pumping system to further evaluate solutions.
12. Evaluate improvements to clearwell baffling to increase chlorine contact time.
13. Evaluate architectural improvements in the filter gallery, such as tile replacement, wall coatings, etc.
14. Evaluate lighting improvements in the filter gallery.
15. Estimate construction cost of potential improvements.
16. Hold virtual conference calls with the City to discuss progress and findings.

Recommendation Phase

Fishbeck proposes the following scope:

1. Recommend next steps for obtaining approval for increased filtration rate, such as column tests or full-scale piloting.
2. Recommend improvements to evaluated areas of the filtration system based on need and capital costs.
3. Provide Technical Memorandum No. 2, draft summary of recommendations, including:
   a. Description and basis of recommendation
   b. Budgetary estimate for all recommended improvements.
   c. Conceptual design drawings and schematics.
4. Hold an onsite workshop with the City and WTP staff to discuss recommendations.
5. Prepare final report summarizing evaluation and recommendations, including:
   a. Existing condition assessment and need for replacement.
   b. Summary of recommendations.
   c. Recommended phasing of work, based on priority and construction efficiency.
   d. Estimated design schedule.
   e. Estimated construction schedule.
   f. Opinion of probable cost for recommended improvements, including all potential phasing alternatives.

Schedule

A preliminary project schedule was developed for completing the study and is included below. The actual durations for the various activities may vary slightly depending on the agreed-upon detailed scope and the City's targeted timeline for the study.

Tasks	Targeted Dates		2025							2026		
	Start	Finish	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Project Award	7/7/2025	7/7/2025		■								
Kick-Off Meeting	7/10/2025	7/10/2025		■								
Information Gathering and Review	7/7/2025	8/29/2025		■	■							
Site Visits for A/E Inspections (Including Hazardous Materials Survey)	8/4/2025	8/8/2025			■							
Technical Memorandum No. 1 - documenting findings/initial recommendations	8/11/2025	11/12/2025			■	■	■	■				
Site Visits for Filter/Clearwell Inspections (Demand Dependent)	9/1/2025	11/5/2025				■	■	■				
Discussions with EGLE	10/15/2025	11/12/2025					■	■				
City Review of Technical Memorandum No. 1	11/12/2025	11/19/2025						■				
Technical Memorandum No. 2 - including initial budgetary estimates	11/12/2025	12/10/2025						■	■			
City Review of Technical Memorandum No. 2	12/10/2025	12/17/2025							■			
Onsite Workshop - review study findings	12/17/2025	12/17/2025							■			
Finalize budgetary estimates and resubmit	12/17/2025	12/31/2025							■			
Final Report Submitted and Study Complete	1/1/2026	2/28/2026								■	■	

Assumptions

1. The plant would be able to take six filters and the two associated clearwells out of service at a time to accommodate inspection activities. The schedule will be coordinated with the plant staff as necessary to minimize disruption to operations. Two trips are assumed to conduct the required inspections: one where filters 1-6 are inspected, and one where filters 7-12 are inspected.
2. Inspection of the four clearwells will be treated as a permit entry confined space. We will work with Plant staff to properly lock-out and tag-out valves and pumps as applicable prior to entry. An entry monitor will be provided at the pipe gallery hatch location. Fishbeck personnel will wear harnesses and carry air monitors with them.
3. Fishbeck staff will come equipped with the tools necessary to conduct inspections, including boots, gloves, and lights, which will be disinfected prior to entering the filters.
4. Plant staff will conduct any post disinfection requirements after the investigations are complete.
5. Sampling and lab analysis of the sand and anthracite layers are not desired by the City. Fishbeck has extensive experience completing this work if the City later would like these activities added to the scope of the project.

Ludington Water Treatment Plant

Value Added Approach

The following section takes a deeper dive to highlight our project understanding and capabilities.

Filter Profile

Filters 1-12 are currently equipped with clay tile underdrains and support gravel, original to the construction of the filters. The filter media profile varies amongst different vintage filters, with Filters 1-6 containing 24 inches of sand and 6-inches of anthracite and Filters 7-12 containing 18 inches of sand and 12-inches of anthracite. We propose evaluating filter performance data, such as effluent turbidity and run times, between Filters 1-6 and 7-12 to inform our recommendation of future filter media profiles.

The existing underdrain system requires 12-inches of gravel to support and retain the filter media. However, newer underdrain systems offer integral media retention and a lower profile. Although underdrain replacement could allow for more available depth within the filter box, this may not result in a deeper filter media bed. The current filter profile only allows for approximately 25% bed expansion below the bottom of the backwash troughs, while the Ten States Standards recommends 50% expansion for proper backwashing. The Ten States Standards also recommends a maximum media depth of 30-inches. Fishbeck will evaluate the benefits of a deeper media bed, such as increased filtration rate, and discuss permitting such changes with EGLE.

Filtration Rate

The existing filters are rated for 4.0 gpm/sf, resulting in a capacity of approximately 7.25 mgd per filter. The project will evaluate design considerations that could facilitate approval by EGLE to increase this rated filtration capacity, such as improved underdrain design or increased media depth. The project will also include a comprehensive evaluation of the equipment, infrastructure, and operations related to the filtration system to identify other improvements that could be implemented during future capital projects.

The Wyoming water system's maximum day demands are approaching the capacity of numerous WTP processes, and the City is actively planning how best to meet anticipated future demands. One concept currently being considered is to increase the filter rate to postpone or avoid the need to construct additional gravity filters as part of a future expansion project.

The current approved filtration rate is 4.0 gpm/sf with one North filter and one South filter out of service, which results in a plant filtration capacity rating of 120 mgd. This is slightly higher than the approved WTP capacity of 104 mgd as limited by the high service pumping capacity . The Ten States Standards recommend filtration rates between 2 and 4 gpm/sf. In the technical reference *Integrated Design and Operation of Water Treatment Facilities*, Kawamura notes that some WTPs have approved filtration rates as high as 6 gpm/sf for high-rate dual-media filters. Filtration rates this high would be site-dependent and highly influenced by raw water quality and pretreatment effectiveness. The Ten States Standards suggests approval of filtration rates beyond 4 gpm/sf is possible only with the successful demonstration of a multi-seasonal pilot test. In general, neighboring WTPs employing treatment technologies similar to Lake Michigan's source water have obtained approval for filtration rates as high as 4.5 gpm/sf after piloting on full-scale filters.

The table below highlights the potential capacity of the existing 12 North filters at several different filtration rates. As shown, increasing filtration rates to 4.5 gpm/sf would increase the firm filtration capacity of the North Plant by 13%, and a filtration rate of 5.0 gpm/sf would increase firm filtration capacity by 25%. As part of considering a filtration rate increase, a thorough hydraulic evaluation of the filtration system, piping, and valves will be completed. If piping modifications and replacement are required to achieve a higher filtration rate, that could add substantial cost to the project and should be understood. The filtration piping and hydraulics will be evaluated to identify if hydraulic limitations may establish a cap on a feasible filtration rate for the Wyoming WTP.

Filter Online	4.0 gpm/sf	4.5 gpm/sf	5.0 gpm/sf
12*	80 mgd	90 mgd	100 mgd
11	80 mgd	90 mgd	100 mgd
10	73 mgd	82 mgd	91 mgd

**Assuming filter rate is with at least one filter OOS, as with current rating*

Extended Terminal Subfluidization Wash

We plan to evaluate the feasibility of implementing an extended terminal subfluidization wash (ETSW) step into the existing backwash sequence. An ETSW is an extra low-rate wash step which follows the normal high-rate re-stratification backwash step, serving as the final step in the filter backwash process. ETSW's typically operate at very low rates (0.5-2.5 gpm/ft2) and last long enough to displace a single filter volume of water. The goal of an ETSW is to operate at rates low enough to achieve little to no media expansion, but high enough to wash dislodged particles out through the backwash troughs.

Benefits of ETSW:

- Effective Particle Removal: ETSW displaces the water remaining from the high-rate backwash, removing remnant particles that would otherwise pass through the filter during the ripening phase.
- Reduced Turbidity Spikes: ETSW can reduce turbidity spikes during filter ripening.
- Cost Saving Measure: Some utilities have used this technique to reduce or eliminate the need for filter to waste after backwashing. Implementing ETSW may be more cost-effective than constructing the infrastructure necessary for a filter to waste system.

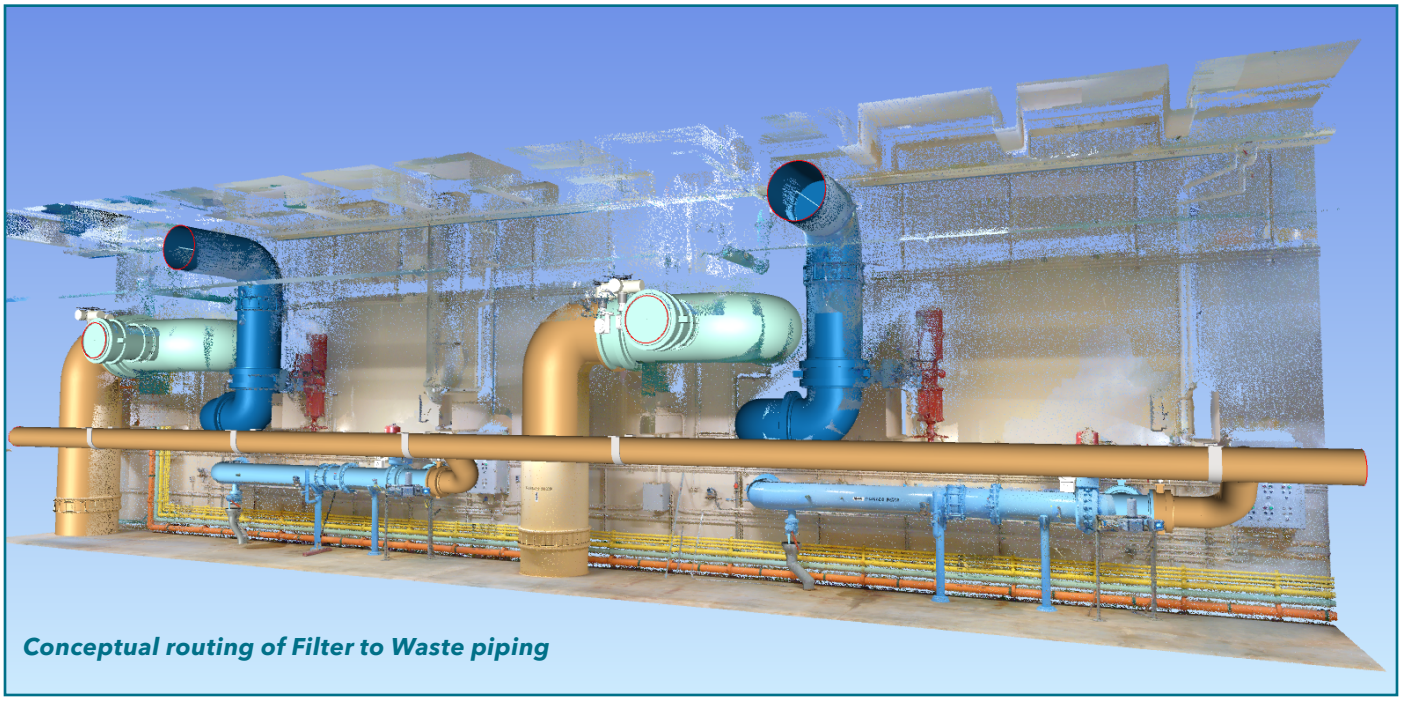
When ETSW is implemented, typically it is an operator selectable option at the end of a semi-automatic filter backwash process. If implemented at the Wyoming WTP, an ETSW flow rate of 3,000 gpm (2.5 gpm/sf) would extend the current backwash process by approximately 17 minutes.

We plan to investigate the operational range of the existing backwash pump and backwash flow control valve system to determine the recommended method of supplying the targeted ETSW flow rate.

Filter to Waste

Currently, Filters 1–12 do not have filter to waste capabilities. Although an existing 4-inch drain is equipped with an air gap, it could theoretically provide limited filter to waste functionality. However, this approach would not allow for reclaiming the flow stream without modifications, as the drain discharges to the sump and is subsequently pumped to the lagoon.

Ideally, a more robust filter to waste system should be implemented. To maximize its effectiveness, the system should be designed to handle each filter's full operational flow range. The filter to waste stream should also have throttling, metering, and sampling capabilities. We propose developing a concept in which the filter to waste stream is located downstream of the filter effluent meter and sample point. This configuration would allow for accurate verification of the filter to waste flow rate and enable water quality sampling to understand the filter ripening process better and determine the appropriate duration for filter to waste operation.



Conceptual routing of Filter to Waste piping

Ann Arbor WTP Pilot Filter Columns

Filter Piloting

Fishbeck has successfully worked with ELGE to re-rate filters, bringing that experience to this study. Based on our prior experiences, depending on the filtration rate targeted, obtaining approval of a filtration rate above 4.0 gpm/sf may require two phases of pilot testing (column and full scale), with each phase capturing both warm and cold weather scenarios.

While no piloting is anticipated as part of the study, we plan to develop a conceptual piloting strategy and meet with the EGLE and the City staff to discuss potential pilot requirements. We anticipate the piloting strategy will consider the following:

- Potential features and configuration of a column pilot test assembly.
- Media profiles to be evaluated.
- Filtration rates to be evaluated.
- Capabilities to test the effectiveness of air scour.
- Location of the pilot test assembly within the WTP.
- Schedule and duration of each phase of the pilot.
- Data to be collected or calculated to support an increased filtration rate.

While the City currently employs air scour in the South Treatment Facility, it may still be beneficial to incorporate air scour into the piloting plan for the North Treatment Facility, as pretreatment varies between the two trains. This would allow the City to evaluate if more effective cleaning of the filter media can be realized, potentially improving filter water quality and/or producing longer filter run times for the North filters.

We will develop a budget-level estimate for completing a Phase 1 column pilot test and break out the cost for completing a Phase 2 full-scale pilot test, which could include adding blowers, stainless steel air scour piping, valves, actuators, controls, new underdrains, and new backwash troughs.

Our team includes **Ariana Wade**, who will play a key role in determining the scope of Phase 1 and Phase 2 pilot tests in order to evaluate the effectiveness of filter improvements and capture the data needed by EGLE to consider rerating the full scale filters. While working for the City of Ann Arbor, Ariana designed and operated three column-scale adsorption tests for PFAS removal over a period of 2 years, and assisted the City in developing full-scale PFAS removal piloting procedures. Her experience in determining filter composition and operating variables and developing a data collection and analysis plan will be leveraged during the conceptual design and cost estimation of column-scale and full-scale pilot testing.

Air Scour

Wyoming utilizes water only backwash and surface wash for Filters 1-12. However, the City has implemented air scour for Filters 13-18. We plan to evaluate performance differences between Filters 1-12 and 13-18 that could be caused by air scour. This evaluation will include discussions with WTP Staff on the operation and maintenance of these filters, review of operational data, and comparison of media core samples between the different sets of filters. We will use the results of this evaluation to inform backwash improvement recommendations. We will also evaluate the existing surface wash system to identify any improvements needed to maintain the existing system.

We will also consider the future use of air scour when recommending underdrain improvements. Underdrains capable of water-only backwash and air scour, or easy adaptation to air scour, will be considered. We will develop a conceptual basis of design for positive displacement blowers, determine their likely location, and develop a conceptual piping plan for the air scour piping system. This design will only be developed to the degree necessary to establish budgetary pricing.

Contact Time

Wyoming must provide at least 4-log removal/inactivation of viruses, 3-log removal/inactivation of Giardia, and 3-log removal/inactivation of Cryptosporidium to comply with the Enhanced Surface Water Treatment Rule. Conventional sedimentation and filtration processes provide a 2-log removal credit for viruses, a 2.5-log removal credit for Giardia, and a 3-log removal credit for Cryptosporidium. The remaining 2-log credit for viruses and 0.5-log credit for Giardia must be achieved with disinfection.

Due to the absence of baffles, the WTP does not receive credit toward chlorine contact time for Clearwells 1 through 4. As part of preparing our proposal, we reviewed the existing clearwell configuration and developed a concept for installing flexible reinforced curtain baffles to create a serpentine flow pattern. Based on EPA guidance manuals and an AWWA Research Foundation white paper, a minimum baffling factor of 0.5 is achievable. We look forward to working with the City to further this design and solicit feedback from EGLE.

Cross Connection/Leaks in Gullets

The influent/backwash gullet between each filter cell shares a common concrete slab with the filtered water clearwells. Each gullet is equipped with a liner to separate the untreated water from the treated water. Additionally, Wyoming is required to maintain an open drain in this space between the liner and the gullet slab. However, the City has noted leaking into this interstitial space in multiple filters. This poses the risk of cross-contamination between untreated and treated water via the common slab.

We plan to inspect the filter gullet liner, gasket material, and caulk to identify the cause of leaking. We have had success in the past with draining and isolating vulnerable areas of filters with a common wall between treated and untreated water. We plan to revisit these past details and identify the most effective solution to address cross-contamination concerns. We will also inspect the filter gullet from within the Clearwell to determine the need for repairing the concrete slab to prevent leaking.

Condition Assessment

Our approach includes comprehensive onsite inspections to assess the condition of Filters 1–12, associated equipment, and infrastructure. Fishbeck's architectural, structural, process, and electrical teams will each conduct discipline-specific evaluations to determine the physical condition, operational performance, and remaining useful life of key assets. This assessment will identify deficiencies, potential failure risks, and opportunities for modernization to support future system demands and enhance overall treatment plant performance.

We plan to build upon the City's existing Asset Management Plan by verifying the completeness and accuracy of the current asset inventory. Our team will review and provide recommendations on the City's existing scoring and prioritization methodology to ensure alignment with industry best practices and integrate our findings seamlessly into the City's planning framework.

Budgetary cost estimates will be developed for each recommended improvement, categorized by priority and discipline. These estimates will inform decision-making and guide phased implementation planning. A comprehensive list of findings will be reviewed collaboratively with City staff to validate priorities and finalize the scope of recommended improvements.

Constructability

Our team includes **Brad Siefker**, who will play a key role in assessing the condition of the existing filters and helping chart a path forward that ensures the City remains in compliance with both current and emerging water quality regulations. During his tenure with the Wisconsin Department of Natural Resources, Brad was responsible for conducting sanitary surveys of surface water treatment plants and completed over 1,500 engineering reviews of water system infrastructure and treatment plant projects. His regulatory insight and technical expertise will be instrumental in aligning our recommendations with state and federal expectations.

We will work with the City to develop a conceptual implementation schedule , focusing on deliverable milestones and anticipated review durations. We will also discuss the operational sequencing necessary to maintain plant operations and treatment capacities.

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Key Personnel

03

Organizational Chart

We are a full service consulting firm with the expertise to provide a variety of services with local in-house staff.

* Resume included in following section

Fishbeck Advantage

As a testament to our local presence and longevity, numerous Fishbeck staff who contributed to the 2000 Technical Memorandums (1A, 8A, 8B, 8C and 8D) as well as the Phase 1A, 1B and the Carbon Facility projects remain at Fishbeck and will serve as Technical Advisors, at right, for the study.

City of Wyoming

Project Team

Brian Phillips, PE*
Project Manager

Ariana Wade*
Lead Engineer

Mark Parsley, PE*
Supporting Engineer

Bradley Siefker, PE*
Regulatory Engineer

Technical Support

Matt Stack, PE
Lead Electrical Engineer

Hailey Lyczynski
Environmental Compliance

Carl Otte, PE
Structural Engineer

Terrance Bourassa, RA
Senior Architect

Technical Advisors

John Condie, PE
Senior Electrical Engineer

Adam Meeker, AIA
Senior Architect

Wayne Langeland, PE
Senior Process Engineer

Project Leadership

John Willemin, PE*
Senior Vice President

BRIAN PHILLIPS, PE

PROJECT MANAGER, VICE PRESIDENT, SENIOR WATER ENGINEER

Brian has experience managing and designing various water treatment, pumping, and chemical feed systems. He will oversee the design process, perform quality assurance/ quality control reviews for the project deliverables, and perform overall project management. Brian has designed several water treatment plants and process systems, including projects for Northwest Ottawa Water System, City of Grand Rapids, and GLWA.

YEARS OF EXPERIENCE

18 years — Fishbeck
21 years — total

EDUCATION

MS in Civil Engineering, South Dakota School of Mines and Technology

BS in Civil Engineering, Ohio Northern University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan, Ohio

LEED Accredited Professional

AFFILIATIONS

American Water Works Association, Michigan

EXPERIENCE

WATER PROCESS

CITY OF WYOMING, MICHIGAN

DONALD K. SHINE WTP

Design phase services for a 78-inch raw water intake in Lake Michigan including modifications to the existing shore well pumping station.

OTTAWA COUNTY ROAD COMMISSION | GRAND HAVEN, MICHIGAN

- Design and construction phase services for expansion of a 23.25-mgd high-rate monomedia direct filtration surface WTP.
- Served as full-time, onsite engineer and inspector for the WTP expansion project.
- Design of a replacement fluoride chemical feed system.
- Construction phase services for improvements to the raw water pumping system; including transmission mains, ground storage tank, and VFDs on raw water pumps.
- Completed WTP reliability study.

CITY OF GRAND RAPIDS, MICHIGAN

LAKE MICHIGAN FILTRATION PLANT – 135-MGD RATED CAPACITY

- Design and construction services for projects rehabilitating the flocculation/ sedimentation tanks; including new interior waterproof lining, traffic bearing coating on tank exterior and both interior and exterior expansion joint replacement.
- Design and construction services for a series of projects rehabilitating the filter cells; included new interior waterproof lining, new filter underdrain system, and installation of motorized valve actuators.
- Design and construction services for retrofitting existing up flow clarifiers into 64-MGD flocculation/ sedimentation basins with sludge collection. Project also included replacement of 86 MGD of existing horizontal flocculators.
- Conducted an evaluation of various Chemical Building components following a chemical release.
- 2015 and 2018 Comprehensive Master Plan Update: conducted assessment of unit processes, reviewed performance data, and future site plan development planning.
- Design phase services for a residuals handling improvements project which included a residuals pump station, equalization basins, two backwash clarifiers, two sludge thickeners, and a building addition to house three screw presses.

GREAT LAKES WATER AUTHORITY

RAW WATER SAMPLING MODIFICATIONS AT THE SOUTHWEST WTP

Design and construction phase services for an innovative and cost-effective approach to obtain a representative raw water sample, resolving a standing deficiency identified by EGLE.

NORTHEAST WTP FLOW CONTROL FACILITY

Lead process engineer on a design-build project to construct a flow control facility that includes four 48-inch plunger valves with a total design capacity of 200-MGD.

BRIAN PHILLIPS, PE

PROJECT MANAGER, VICE PRESIDENT, SENIOR WATER ENGINEER

CITY OF ANN ARBOR, MICHIGAN

Conducted an evaluation of filter valve actuators and instrumentation following a flooding event in the water treatment plant's pipe gallery.

CITY OF LUDINGTON, MICHIGAN

Expansion of a 3.2-MGD conventional plant to an 8-MGD high rate sedimentation WTP.

SAGINAW CHIPPEWA INDIAN TRIBE

SAGANING WATER TREATMENT PLANT

Conducted a facility assessment and capacity analysis of an existing membrane filtration plant. Provided recommendations for expanding the facility to serve the expanded casino facility and a neighboring community.

GRATIOT AREA WATER AUTHORITY | ALMA AND ST. LOUIS, MICHIGAN

- Completed study evaluating potential alternatives for replacement of the City of St. Louis water system.
- Design and construction services for expansion of a 6-MGD lime softening plant.
- Design and construction services for construction of two 3-MGD booster stations.
- Design and construction phase services for numerous well houses.

LANSING BOARD OF WATER & LIGHT, MICHIGAN

DYE WATER PLANT

- Design and construction services to replace a dust collection system for lime and soda ash.
- Conducted a study to evaluate modification to lime and soda ash storage bins to alleviate plugging and bridging.
- Design and construction management services for the replacement of raw water piping, valves and actuators for a 40-MGD facility. Work included extensive jet grouting and a TERS.

WISE ROAD WATER PLANT

- Conducted an evaluation of various WTP components following a plant-wide chemical release.
- Design and construction phase services for replacement of process equipment, chemical feed systems, electrical and instrumentation equipment, and SCADA system for a 10-MGD facility.

CITY OF SOUTH HAVEN, MICHIGAN

- Completed WTP reliability study and water plant expansion alternatives analysis.
- Design and construction phase services for construction of a 7mgd replacement surface WTP. Project included a new Lake Michigan intake and raw water pumping station.

CITY OF ST. JOSEPH, MICHIGAN

- Completed multi-seasonal investigation optimizing the location of a new surface water intake.
- Design phase services for a 36mgd Lake Michigan surface water intake.
- Design and construction phase services for a filter rehabilitation project which included underdrain, surface wash, and media replacement.
- Design of a zebra mussel control system for a Lake Michigan water intake.

CITY OF MIDLAND, MICHIGAN

Design of chemical feed system replacement.

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CITY OF GRAND LEDGE, MICHIGAN

Design of a fluoride chemical feed system.

YEARS OF EXPERIENCE
11 years — Fishbeck
13 years — total

EDUCATION
MS in Civil Engineering, Colorado State University

BS in Agricultural Engineering, Purdue University

REGISTRATIONS/ CERTIFICATIONS
Professional Engineer – Michigan

MEMBERSHIPS
American Water Works Association/Michigan Section

Michigan Water Environment Association

Water Environment Federation

MARK PARSLEY, PE

SENIOR WATER/WASTEWATER ENGINEER

Mark has extensive experience designing complex process piping, valve, and pump replacement projects and performing hydraulic modeling and transient evaluations. Mark has led multiple large-scale multi-disciplinary projects with the City of Grand Rapids and other municipalities, including the City of St. Clair and the City of Kalamazoo. His extensive experience with the Grand Rapids Lake Michigan Filtration Plant includes the pretreatment system improvements, high lift pumps HLP-5/6 improvements, LMFP residuals handling improvements, south intake chlorine line replacement, west lagoon improvements, and various structural and concrete restoration projects. Other Grand Rapids projects include the Franklin Pump Station improvements, Wilson Pump Station improvements, Booster D Pump Station improvements, North Walker elevated storage tank, and the 2020 and 2015 combined master plan updates. Mark's role will be to oversee valve and actuator selection.

EXPERIENCE

CITY OF GRAND RAPIDS, MICHIGAN
LAKE MICHIGAN WATER FILTRATION PLANT

- Rehabilitation of four high service pumps, including two 2500hp pumps, one 1500hp pump, and one 1250hp pump. New impellers, shafting, motors, medium voltage VFD, cone valve hydraulic control panels, and associated instrumentation and controls.
- Design and construction phase engineering for improvements to existing gravity filters including concrete restoration and waterproofing, new underdrains with media retainers, dual media replacement, and new surface wash system. Design and construction phase services for concrete restoration and filter improvements.
- Design of new residuals handling improvement system to replace existing lagoons. Includes clarification of backwash washwater, sludge thickening, mechanical dewatering, and associated pumping and piping for conveyance of approximately 5 million pounds of wet solids per day.
- Design of 64-MGD pretreatment improvements system, including horizontal flocculation, inclined plate settlers, and sludge collection systems.
- Design of replacement of 85 MGD of horizontal paddle wheel flocculators in existing flocculation/sedimentation basins.

CITY OF LUDINGTON, MICHIGAN
WATER TREATMENT PLANT EXPANSION

Design of WTP expansion from 4 to 8 MGD, includes new pretreatment improvements system including horizontal flocculation, inclined plate settlers and sludge collection systems. Design of new filter effluent and high-service pumps. Design of new chemical feed systems including sodium hypochlorite, alum, and fluoride.

MICHIGAN STATE UNIVERSITY | EAST LANSING, MICHIGAN

Design of new 8 MGD iron removal water treatment plant and 2 MG composite elevated storage tank. Include iron filtration system, chemical feed, and instrumentations and controls.

OTTAWA COUNTY ROAD COMMISSION | GRAND HAVEN, MICHIGAN
NORTHWEST OTTAWA WTP

Provided plant optimization services including determining energy intensity curves for low-service pumps and plant rate evaluation/optimization.

LANSING BOARD OF WATER & LIGHT, MICHIGAN
WISE ROAD SOFTENING PLANT

Designed overflow weirs and troughs resulting in improved sedimentation and performance.

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ARIANA WADE

WATER/WASTEWATER ENGINEER

Ariana has experience working primarily on water treatment plant projects. She possesses exceptional skills and knowledge in engineering standards, process design, and construction support services. Her treatment system experience includes the design of GAC adsorption, gravity filtration, and iron removal systems. She also has experience designing liquid, gas, and powdered chemical storage and feed systems. Ariana's role on the project will be to lead the process design.

YEARS OF EXPERIENCE

4 years — Fishbeck
7 years — total

EDUCATION

MSE in Environmental Engineering,
University of Michigan

BSE in Chemical Engineering,
University of Michigan

EXPERIENCE

CITY OF OWOSSO, MICHIGAN

WTP FILTER IMPROVEMENTS

Completed design services for the rehabilitation of gravity filters. Design included replacement of clay underdrains with low profile stainless steel underdrains, replacement of filter media, and replacement of surface wash with air scour.

CITY OF ANN ARBOR, MICHIGAN

WTP FILTER UNDERDRAIN IMPROVEMENTS

Completed evaluation and design services for the rehabilitation of gravity filters, for the purpose of maximizing GAC bed depth for PFAS removal. Filter evaluation included determination of available GAC bed depth with different filter underdrain configurations, and determination of GAC contact time with different filter operating configurations. Filter design included replacement of Wheeler underdrains with low profile stainless-steel underdrains, provisions for future air scour, and media replacement with a deeper bed of GAC. Worked with the EGLE and the underdrain manufacturer to obtain a permit for a unique system design.

WTP ON-SITE ASSISTANCE

Assisted WTP senior engineer on multiple capital improvement projects, as well as on going maintenance projects.

PILOT TREATMENT PLANT RESEARCH

Designed and operated pilot-scale treatment processes at the WTP for the removal of PFAS, including 6 GAC pilot columns and 4 IX pilot columns. Pilot research design services included selecting GAC and IX media, filter operating parameters, and sampling schedule. Performed routine backwashing, instrument maintenance, and sample and data collection. Analyzed water quality samples for UV254 absorbance, total phosphorous, ortho phosphate, nitrate, and nitrite. Analyzed data and summarized results and recommendations in a final report.

ERP AND RRA

Project designed to bring City into compliance with the AWIA of 2018.

CITY OF MOUNT PLEASANT, MICHIGAN

WTP FILTER REHABILITATION

Completed design services for the rehabilitation of gravity filters. Design included in-kind replacement of threaded underdrain nozzles, filter media, air scour blowers, filter control valves and actuators, and filter instrumentation.

CITY OF HARRISON, OHIO

WTP MEMBRANE SOFTENING

Staff engineer for the design of a 2.5 mgd reverse osmosis membrane water softening system to the City's WTP. Design of the facility included a building addition to house the membrane filtration system and associated chemical feed, clean-in-place, air and instrumentation equipment, piping and valves; electrical, plumbing and mechanical systems; and concentrate discharge piping to the Whitewater River.

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BRADLEY SIEFKER, PE

WATER & WASTEWATER ENGINEER

Bradley has experience in potable water engineering reviews and water utility operation. His engineering experience includes providing engineering and administrative comments to complete the review and approval of a variety of facility projects ranging from water distribution system improvements and chemical feed systems to new wells and treatment facilities. Additionally, he has served as a central point of contact and reviewer for Wisconsin surface water systems to ensure compliance with relevant aspects of surface water treatment rules.

YEARS OF EXPERIENCE
7 years — total

EDUCATION
BS in Chemical Engineering, University of Dayton

REGISTRATIONS/ CERTIFICATIONS
Professional Engineer – Michigan, Ohio, Wisconsin

EXPERIENCE

- Oversaw and reviewed installation of membrane treatment for surface and groundwater systems.
- Completed over 1,500 water system infrastructure, treatment plant, and engineering reviews.
- Completed infrastructure review of large community water system prior to source water transition.
- Conducted surface water treatment compliance reviews and surveys identifying noncompliance.
- Communicated lead and copper rule requirements and provided guidance to public water systems.
- Developed sanitary survey questions and lead and copper resources to assist DNR staff.

CITY OF WAUKESHA, WISCONSIN
WATER SOURCE TRANSITION REVIEW

Lead public water review engineer for transition of a Wisconsin groundwater system to surface water supply including review of 13 miles of transmission main, two pumping facilities, two ground storage reservoirs, and an elevated storage tank. Project review ensured compliance with Wisconsin administrative codes and included engineering design report reviews for pipe loop testing related to scale stability, water quality monitoring, and initial source water transition.

MULTIPLE LOCATIONS, WISCONSIN
PFAS PILOT TESTING AND ENGINEERING DESIGN REVIEW

Reviewed and approved PFAS pilot study and rapid small scale column testing proposals for Wisconsin water utilities and completed the review and approval of three permanent PFAS treatment facilities and three interim facilities.

10 STATES STANDARDS COMMITTEE (GREAT LAKES UPPER MISSISSIPPI RIVER BOARD)

Participated in the finalization of the rewrite of the 2022 standards including assisting in the enhancement of existing sections and development of a new policy statement.

JOHN WILLEMIN, PE

SENIOR VICE PRESIDENT

John will act as the project's SVP-in-charge. He will ensure that appropriate firm resources and technical expertise are allocated to complete the project successfully. He has over 30 years of experience with water and wastewater process projects through study, design, and construction phases. He specializes in project management, contract documents, and construction coordination.

YEARS OF EXPERIENCE

26 years — Fishbeck
30 years — total

EDUCATION

MS in Civil Engineering, Michigan Technological University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan, Indiana, Wisconsin, Ohio, Kentucky

MEMBERSHIPS

American Water Works Association/ Michigan Section

- Government Affairs Council Co-Chair (2022-Present)
- Michigan Section Chair (2016/2017)

Water Environment Federation/Michigan Water Environment Association

National Society of Professional Engineers

Michigan State University Department of Civil and Environmental Engineering

- Professional Advisory Board (2012-2018)

EXPERIENCE

WATER PROCESS

CITY OF LUDINGTON, MICHIGAN

- Expansion of existing 3.2-MGD conventional plant to 8 MGD with high rate sedimentation.
- Two conventional gravity filters.
- Pumping system improvements.
- Intake evaluation.
- Treatment feasibility study.

GRATIOT AREA WATER AUTHORITY | ALMA, MICHIGAN

- Expansion of existing 4-MGD lime softening plant to 6 MGD.
- 1-MG reservoir.
- Backwash storage and pumping facility.
- Pumping and chemical feed system improvements.

CITY OF SOUTH HAVEN, MICHIGAN

- 7-MGD conventional treatment plant with high-rate settling.
- Raw water pumping station.
- Water plant reliability and capacity expansion study.
- Design for 15-MGD water supply intake.

CITY OF ST. JOSEPH, MICHIGAN

- 20-MGD intake and shore well pumping station.
- Filter underdrain and media replacement project.
- Facilities, operation, and processes assessment for existing 16-MGD treatment plant, including capacity analysis to expand treatment to 20 MGD.

CITY OF MARINETTE, WISCONSIN

5-MGD membrane filtration plant with high-rate settling pretreatment system and PAC feed system. Feasibility study and membrane pilot study for surface water treatment for Green Bay/Lake Michigan supply.

CITY OF GRAND LEDGE, MICHIGAN

2.8-MGD Iron removal WTP.

LAKE CHARTER TOWNSHIP, MICHIGAN

- 3-MGD membrane filtration plant.
- WTP and intake study.
- 1-MG ground level finished water storage tank.

CITY OF MUSKEGON, MICHIGAN

WTP reliability study update.

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JOHN WILLEMIN, PE

SENIOR VICE PRESIDENT

CITY OF MT CLEMENS, MICHIGAN

- WTP condition assessment study and Master Plan.
- Evaluation of connection to regional water system.

CITY OF HOLLAND, MICHIGAN

- Water treatment feasibility study for 20-MGD membrane plant.
- Bulk chemical storage study.

CITY OF PORTAGE, MICHIGAN

Feasibility study for arsenic and iron removal treatment.

MARION, HOWELL, OCEOLA, GENOA (MHOG) WATER AUTHORITY | HOWELL, MICHIGAN

Study to evaluate blending softened water with hard water in the WTP distribution system.

CITY OF NILES, MICHIGAN

Design of a new 2.6-MGD iron removal treatment facility for the City's groundwater supply.

CITY OF NEW BALTIMORE, MICHIGAN

Plate settler pretreatment system and membrane filtration system process design for plant expansion from 2 to 6 MGD.

CITY OF OWOSSO, MICHIGAN

Upgrades to the 6-MGD water softening plant, including new treatment tanks, chemical feed systems, and existing building restoration.

SAGINAW CHIPPEWA INDIAN TRIBE | MT. PLEASANT, MICHIGAN

- 1.25-MGD water softening plant.
- Lime sludge decant handling evaluation.

EAST LANSING-MERIDIAN WATER AND SEWER AUTHORITY, MICHIGAN

Chloramination system for a 16-MGD WTP.

GENERAL WATER SUPPLY

CITY OF PORTAGE, MICHIGAN

Reliability study and evaluation of storage and pumping capacity to increase fire flows.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER, MICHIGAN

Energy audit for water system facilities.

CITY OF SYLVANIA, OHIO

Water supply study evaluating regional water supply alternatives for 6.5-, 18-, 40-, and 60-MGD capacity.

CITY OF ST. LOUIS, MICHIGAN

Water system master plan study.

LAKE CHARTER TOWNSHIP, MICHIGAN

Water system master plan study.

LANSING BOARD OF WATER AND LIGHT, LANSING, MICHIGAN

- Dye plant lime and soda ash bin vent improvements.
- Raw water pipe chamber rehabilitation at dye plant.

CITY OF LUDINGTON, MICHIGAN

Water system reliability study.

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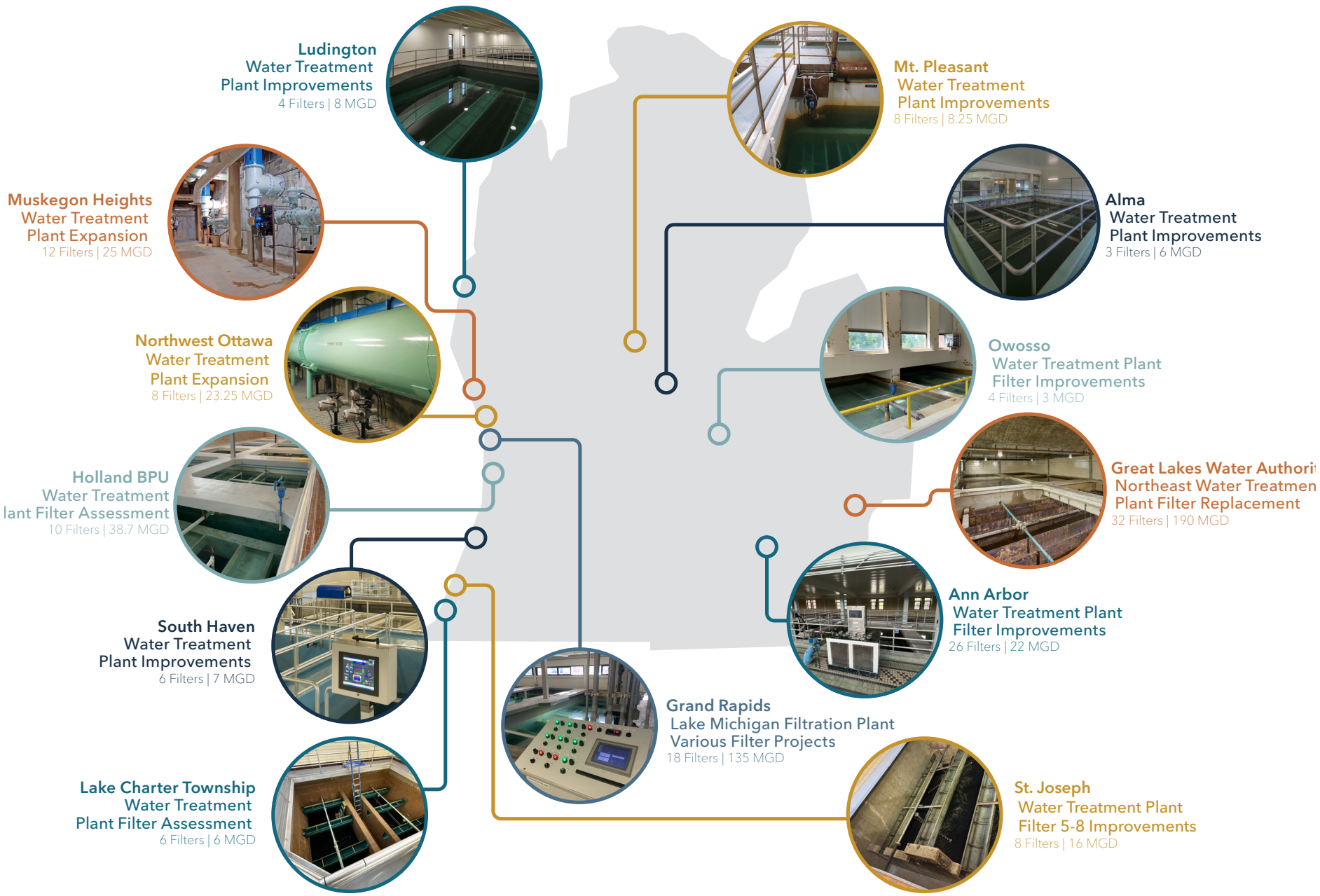
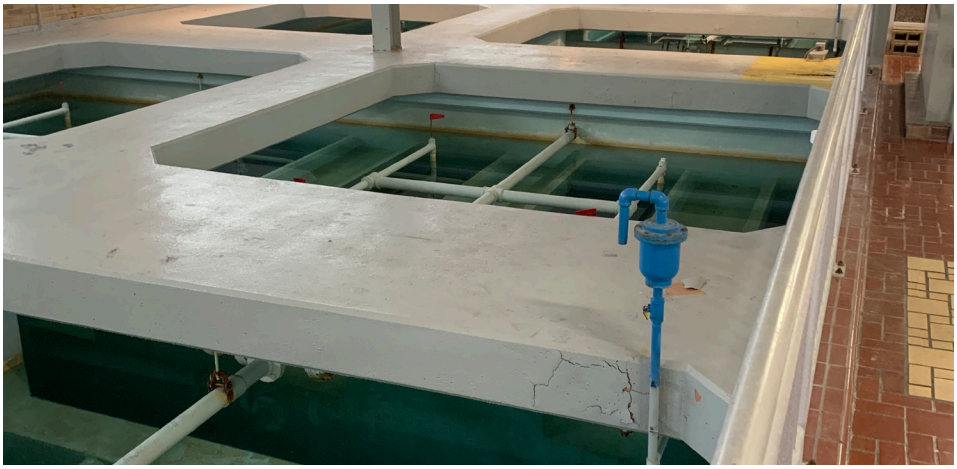
Project Experience

04

Project Experience



Owner	City, State	Filter Quantity	MGD	Conducted Filter Evaluation	Constructed New Filters	Rehabilitated Existing Filters	Comments
Grand Rapids	Grand Rapids, MI	18	135			✓	New underdrains, valves, electric actuators, surface wash, and controls
Ann Arbor	Ann Arbor, MI	26	22			✓	Rehab of 2 of 26 filters. New low profile stainless steel underdrain, electric actuators, instrumentation
Owosso	Owosso, MI	4	3	✓		✓	New low profile stainless steel underdrain
Ludington	Ludington, MI	4	8	✓	✓		New underdrains, valves, actuators, controls
St. Clair	St. Clair, MI	4	4		✓	✓	New low profile stainless steel underdrains, valves, electrical actuators, controls
Mt. Pleasant	Mt. Pleasant, MI	8	8.25	✓	✓	✓	Rehab underdrains, new media, new actuators
South Haven	South Haven, MI	6	7	✓	✓		New underdrains, air scour, valves, electric actuators and controls
Northwest Ottawa	Grand Haven, MI	8	23.25	✓		✓	Extensive piloting, rehab underdrains, new valves, electric actuators and controls
Alma	Alma, MI	3	6	✓	✓	✓	New underdrains, air scour, valves, electric actuators and controls
Coldwater BPU	Coldwater, MI	4	6.6			✓	New valves and electric actuators
Grand Ledge	Grand Ledge, MI	8	4	✓	✓		Pressure filters, air scour, electric actuators
St. Joseph	St. Joseph, MI	8	16			✓	New underdrains and surface wash
Michigan State University	East Lansing, MI	8	8		✓		Pressure filters, air scour, electric actuators
Holland BPW	Holland, MI	10	38.7	✓	✓		Evaluated filtration rate increase and performed condition assessment
Muskegon Heights	Muskegon Heights, MI	12	25	✓		✓	New underdrains, surface wash, valves, actuators, and controls
Lake Charter Township	Bridgeman, MI	6	6	✓			Evaluated performance and performed condition assessment
Saginaw	Saginaw, MI	18	52	✓			Performed condition assessment



FILTER MEDIA SAMPLING AND EVALUATION

HOLLAND BOARD OF PUBLIC WORKS | HOLLAND, MI

In 2024, the Holland Board of Public Works (BPW) retained Fishbeck to evaluate the condition and performance of the filters at their Water Treatment Plant (WTP). The study focused on three representative filters from different construction phases, assessing media depth, condition, and grain size distribution through field sampling and laboratory sieve analysis. Our team also observed backwash operations, evaluated cleaning effectiveness, and performed a structural and coating condition assessment.

The study identified measurable anthracite loss and limitations in the backwash infrastructure of the oldest filters. We also assessed the feasibility of adding filter to waste capabilities to the existing filters. Fishbeck provided short- and long-term recommendations, including budgetary estimates for three capital improvement options, ranging from topping off anthracite to full replacement of underdrains and backwash troughs and integrating air scour and filter to waste capabilities.

As part of the study, Fishbeck facilitated a meeting with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to discuss regulatory considerations for increasing the WTP's filtration rate. We developed a phased piloting plan, including column and full-scale testing, to evaluate higher filtration rates. We also analyzed how increased filtration rates would align with the capacity of other treatment processes. This strategic planning will position Holland BPW to optimize existing filter performance and potentially defer a costly filter expansion project.

REFERENCE

Nate Johnson, Water Treatment Plant Superintendent
616.355.1698
njohnson@hollandbpw.com

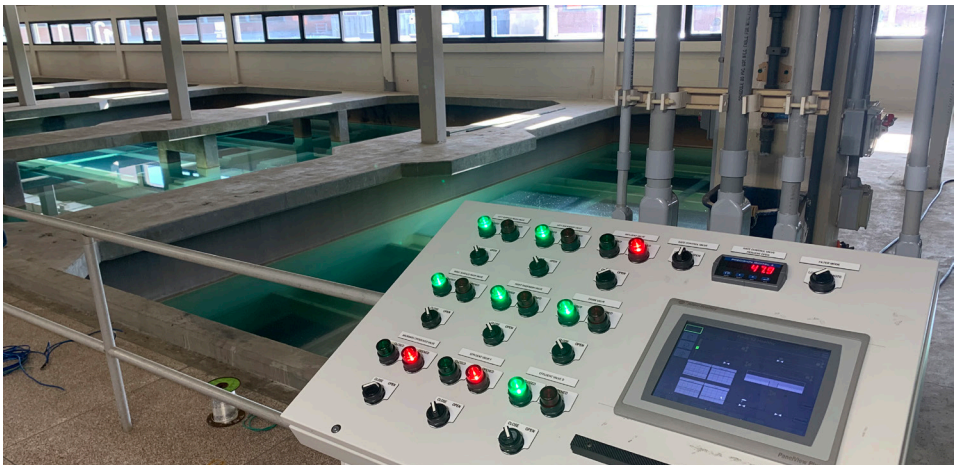
"Fishbeck delivered well-researched, data-driven insights to help HBPW make informed decisions about the future of our water treatment plant. Drawing on their past experience, they identified ways to enhance our processes beyond our initial expectations. We appreciate their strong local presence, quick responsiveness, and commitment to outstanding client service. We would confidently recommend them to other municipalities seeking similar evaluations".
- Nate Johnson, Holland Board of Public Works

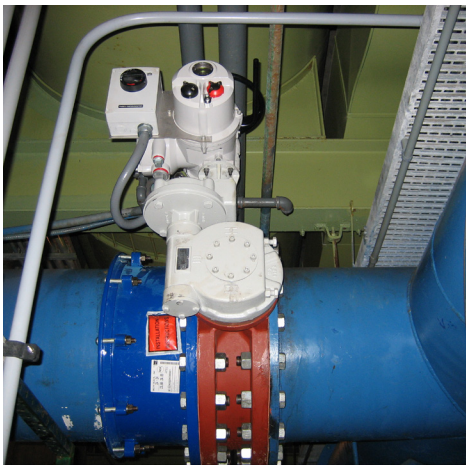
KEY STAFF

Brian Phillips

Michael Hansen

Bradley Siefker





fishbeck

REFERENCE
Chad Reenders
616.456.3928
creender@grand-rapids.mi.us

"Fishbeck has been a trusted advisor to the City of Grand Rapids for over 25 years, consistently delivering exceptional service across a wide range of projects at the Lake Michigan Filtration Plant—including filter rehabilitation, pretreatment upgrades, backwash system upgrades, electrical improvements, a new emergency generator building, and chemical feed system enhancements. We feel fortunate to have such a knowledgeable and responsive engineering partner located in our community. Fishbeck has always been available and attentive to the needs of the Plant on every project, and we highly recommend them for any water treatment plant needs".
- Chad Reenders, City of Grand Rapids

FILTER IMPROVEMENTS

CITY OF GRAND RAPIDS | MICHIGAN

Beginning in the early 2000s, Fishbeck conducted a series of structural and process evaluations at the Lake Michigan Filtration Plant. One key assessment focused on the original 14 filter cells constructed in 1962, revealing widespread cracking and leakage that led to water infiltration into the pipe gallery and leakage from the gullets and exterior walls—posing long-term risks to the facility's structural integrity. The evaluations also addressed filter performance, valve and actuator reliability, and the condition of filter media and underdrains. Filters were found to underperform due to aging media and deteriorating underdrains. Many original valves and pneumatic actuators were outdated and unreliable, complicating maintenance and operations. Previous repair methods, such as crack injection and epoxy coatings, proved largely ineffective. As a result, the reports recommended applying a liquid-applied waterproof coating, replacing aging valves with modern butterfly valves and electric actuators, and gradually upgrading underdrains and media.

To maintain continuous plant operations and ensure a reliable water supply, Fishbeck collaborated with the City to develop a sequenced implementation plan. Improvements were carried out over five projects, including the removal and replacement of clay underdrains with HDPE systems, selective valve replacement or reuse based on condition, installation of electric actuators on all valves, replacement of filter media, leak repairs and general concrete restoration, and upgrades to the surface wash system.

In subsequent projects, Fishbeck also worked with the City to design and implement improvements to the backwash pumps and control valves, replace windows in the filter galleries, perform structural repairs to the filter gallery areas, and upgrade the plant's SCADA system—adding new functionality and modernizing the filter control consoles.

KEY STAFF

Brian Phillips

Mark Parsley

Matt Stack

fishbeck

REFERENCE
Glen Wiczorek, PE
734.794.6426 x43958
gwiczorek@a2gov.org

WTP FILTER IMPROVEMENTS

CITY OF ANN ARBOR | MICHIGAN

In 2022, Fishbeck worked with the City of Ann Arbor to apply for a grant to address PFAS contamination in the source water. Following the successful award of the grant, Fishbeck was selected to evaluate and design improvements to two of the existing gravity filters. The project aimed to improve PFAS removal by maximizing available GAC bed depth and empty bed contact time. Fishbeck evaluated improvements that would allow for a deeper GAC bed and determined the corresponding empty bed contact time.

As part of the project, Fishbeck designed a new underdrain system, replacing the existing wheeler underdrains with low-profile stainless-steel underdrains. This resulted in a 45% increase in available bed depth. The project also includes backwash trough modifications to reduce the potential for media loss throughout the GAC's life. In addition to the work designed to improve PFAS removal, the project includes concrete and leak repairs, allowing the City to rehabilitate a filter that has been out of service for approximately 20 years.

The project scope includes improvements to two of the City's 26 gravity filters and will provide valuable data to inform future capital improvements at the WTP. To allow for cohesion with potential future improvements while maintaining current filter operating practices, the project design includes continued use of the City's current surface wash and water-only backwash process, but it also has provisions to transition to air scour as part of future plant improvements.

KEY STAFF

Brian Phillips

Ariana Wade

Joe Siwek

fishbeck

REFERENCE
Glen Wiczorek, PE
734.794.6426 x43958
gwiczorek@a2gov.org

WTP FILTER PIPE GALLERY FLOOD REHABILITATION

CITY OF ANN ARBOR | MICHIGAN

In September 2019, the Filter Pipe Gallery at the City of Ann Arbor's Water Treatment Plant flooded, damaging critical filter monitoring and control equipment. The City hired a contractor to make emergency repairs to keep the plant temporarily in operation and hired Fishbeck to evaluate the repairs needed for a permanent solution.

Fishbeck completed the project in two phases. Due to the critical nature of the project, Phase 1 was expedited and included a one-month evaluation of the damage, potential improvements, and solutions. Phase 2 included designing and replacing damaged equipment, procuring new equipment, and partnering with a contractor to complete the rehabilitation. Major scope items included:

- Replacement of damaged filter valve actuators with a new control network.
- Replacement of damaged filter effluent flow meters.
- Replacement of all damaged instrumentation in the lower pipe gallery including: turbidimeters, differential pressure sensors, particle counters, and remote operation stations.
- Electrical equipment replacement as required.

The project was funded by an insurance claim and involved coordination and review with the City's insurance provider.

KEY STAFF

Brian Phillips

Joe Siwek

Matt Stack

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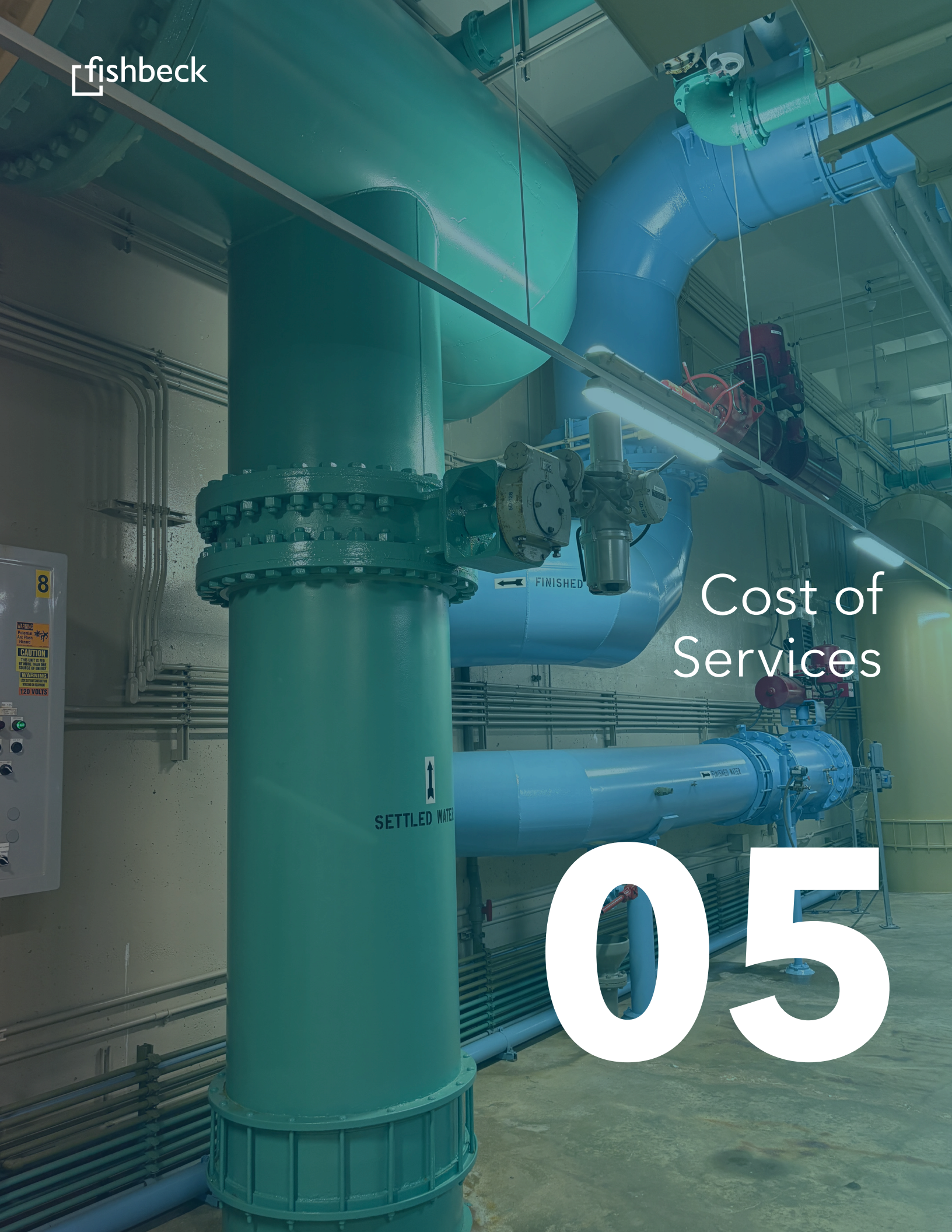

Cost of Services

05

Cost of Services

Fee Summary

Task 1 - Evaluation Phase	$113,825
Task 2 - Recommendation Phase	$26,100
Total Fee	**$139,925**

Hour Break Down

	Task 1	Task 2	Total Project
Principal	3	4	7
Project Manager	50	18	68
Senior Engineer	135	25	160
Senior Architect	22	12	34
Staff Engineer	382	96	478
Senior Technician	48	4	52
Production Support	8	17	25
Surveyor	19	0	19
All Project Staff	**667**	**176**	**843**

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824 | fishbeck.com

Rate Schedule

June 8, 2024

Architect | Construction Engineer/Manager/Administrator | Engineer | Estimator | Geologist | Hydrogeologist | Industrial Hygienist | Interior Designer | Project Manager | Scientist | Surveyor

	Staff Level	$106–$150
	Mid Level	$150–$170
	Senior Level	$170–$255

Architectural Specialist | Engineering Specialist | Environmental Specialist | Health & Safety Specialist | Operations Specialist | Technical Specialist | Project Superintendent | Survey Specialist

	Staff Level	$100–$125
	Mid Level	$125–$170
	Senior Level	$170–$250
Senior Vice President		$265
Technician		
	Staff Level	$91–$118
	Mid Level	$118–$134
	Senior Level	$134–$160
Production Support		$106

Photocopies	$0.10/Copy
Mileage/Passenger Vehicles	$0.70/Mile
Field and Service Vehicles	$0.95/Mile
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Rates are adjusted each June.

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered monthly and payment is due upon receipt. A monthly service charge of 1% is added to accounts unpaid after 30 days from the date of billing.

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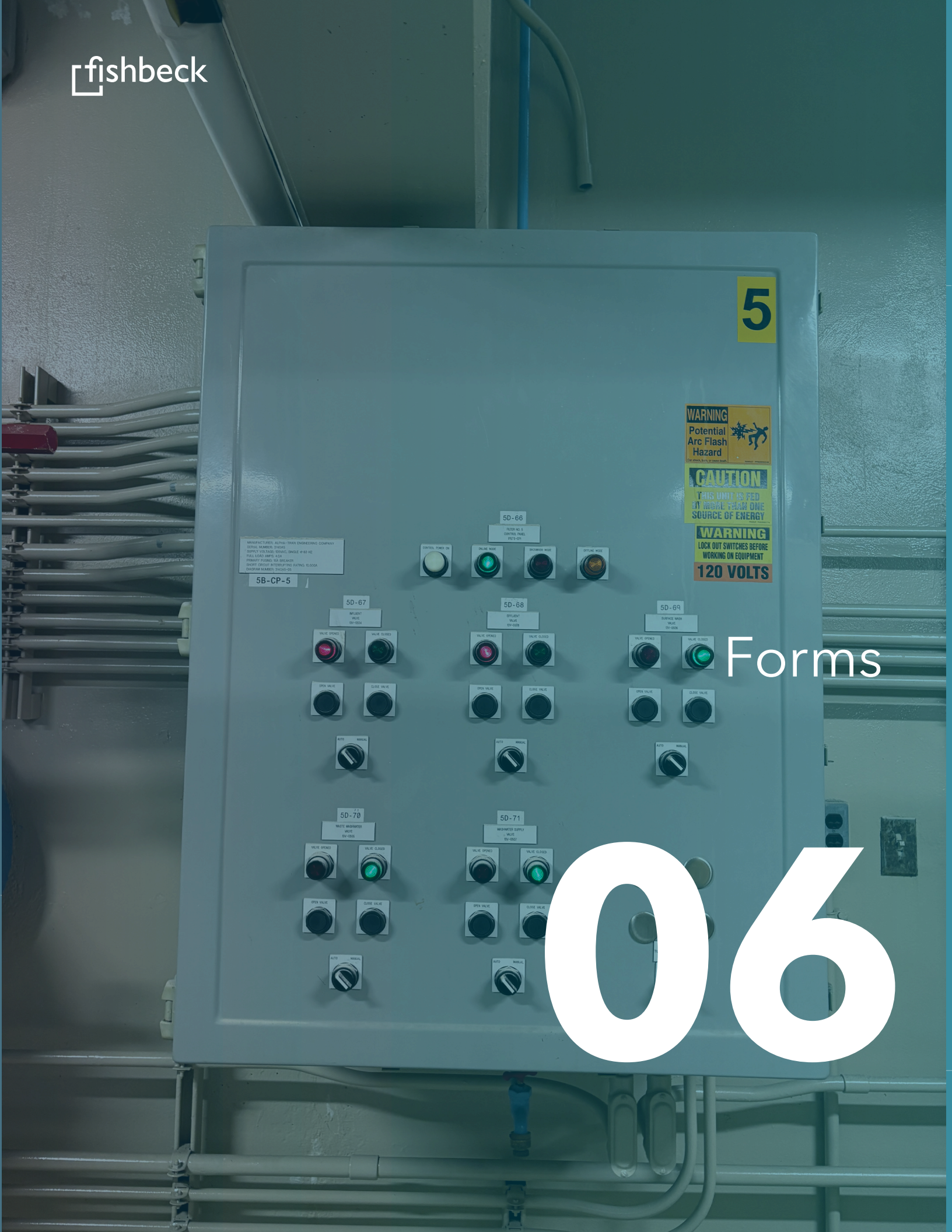


Forms

06

BID/PROPOSAL FORM

Bid/Proposal for Rapid Sand Filters 1-12 Rehabilitation Study

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?	X	

If yes, DUNS #: 05061-9857

Are you, or the business owner related to an elected official or employee of the City?		X

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?		X
Minority Owned Company?		X

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Fishbeck

BID/PROPOSAL FORM CONTINUED

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

LUMP SUM BID PRICE:

One hundred thirty nine thousand, nine hundred and twenty five dollars (use words) Dollars $ $139,925 (in figures)

Fishbeck
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent] [2nd signature for proponent]

John Willemin, Senior Vice President
[Printed name and title of person signing]

Dave Baar, Vice President
[Printed name and title of 2nd person signing]

Date signed: June 3, 2025

1515 Arboretum Dr. SE, Grand Rapids,MI, 49546
[Proponent's street address]

616.464.3801
[Proponent's business phone]

Grand Rapids, MI 49546
[City] [State] [Zip]

John Willemin - 616.485.3931 | Dave Baar - 616.464.3809
[Cell phone number(s) of person(s) signing for proponent]

jwillemin@fishbeck.com | djbaar@fishbeck.com
[E-mail address(s) of person(s) signing for proponent]

Professional Corporation, Michigan
[Proponent's form of business – *e.g.* partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

CITY OF WYOMING

RAPID SAND FILTERS 1-12 REHABILITATION STUDY PROJECT CONTRACT
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Fishbeck
[Name of contracting entity]
A Professional Corporation, Michigan
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1515 Arboretum Dr. SE, Grand Rapids,MI, 49546
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

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

Effective Date means: June 3, 2025.

Proposal means Contractor's proposal attached as Exhibit B.

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

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

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

TERMS AND CONDITIONS

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

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

   Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Heather Chapman, City Attorney

Contractor: Fishbeck

By: _____
[Signature officer, director, or principal of Contractor]
John Willemin, Senior Vice President
[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: June 3, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546	**CONTACT NAME:** Ana Potroanchenu **PHONE (A/C, No, Ext):** 616-575-2369 **FAX (A/C, No):** **E-MAIL ADDRESS:** anap@insuredwithcollins.com
INSURED FISHTHO-01 Fishbeck, Thompson, Carr & Huber Inc. DBA Fishbeck 1515 Arboretum Drive SE Grand Rapids MI 49546	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Ins Co — 24147 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** Ace American Ins Co **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 132157491 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY317013 25	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MWTB317014 25	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7034241134	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC317012 25	2/1/2025	2/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Unmanned Aircraft Liability			SIHL1-R906	12/28/2024	12/28/2025	Each Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as respects General Liability, Auto Liability & Excess Liability when required by written contract. Waiver of subrogation applies when required by written contract. Primary & Non-Contributory when required by written contract.

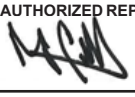
CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY
1515 Arboretum Drive
Grand Rapids MI 49546
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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FISHTHO-01 CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Company A(XV)	35289
INSURED	INSURER B :	
Fishbeck, Thompson, Carr & Huber,Inc. 1515 Arboretum Drive Grand Rapids, MI 49546	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH254038073	2/1/2025	2/1/2026	Per Claim Limit	5,000,000
A				AEH254038073	2/1/2025	2/1/2026	Aggregate Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Coverages are in accordance with policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER

For Proposal Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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fishbeck

Prepared for the City of Wyoming

Rapid Sand Filter 1-12 Rehabilitation Study

06.02.2025
Community/Econ Dev.

ORDINANCE NO. 8-25

ORDINANCE to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 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)”, 90-2100 “Applicability”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-205 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-205. - Definitions "E".

Easement: A right, distinct from the ownership of the land, to cross property with facilities such as, but not limited to, driveways, roads, utility corridors, sewer lines, water lines, and transmission lines, or the right, distinct from the ownership of land, to reserve and hold an area for open space, recreation, drainage or access purposes.

Erected: Includes built, constructed, reconstructed, moved upon, and/or physical operations on the premises required for the building.

Essential services and public utility:

1) *Essential services:* The erection, construction, alteration, or maintenance of public utilities or municipal departments or commissions of underground, surface or overhead distribution of gas, electrical, cable TV, fuel, steam, or water transmission or distribution systems, collection, communication, supply or disposal systems, including mains, drains, sewers, pipes, conduits, wires, cables, transformers, splice boxes, police call boxes, fire alarm boxes, traffic signals, hydrants, towers, poles, and other similar equipment, and accessories in connection therewith but not including buildings or storage yards, other than such buildings as are primarily enclosures or shelters of the above essential service equipment reasonably necessary for furnishing adequate service to the City of Wyoming and immediate surrounding territory. Essential services shall not include wireless communication towers, unless located on public property and used as part of a governmental emergency communication network.

2) *Public utility:* Any persons, firm, corporation, municipal department, board or commission duly authorized to furnish and furnishing, under federal, state or municipal regulations, to the public, electricity, gas, steam, communications, telephone lines, transportation, water services or sewage disposal.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

Excavation:

1) *Excavating:* Excavating shall be the removal of sand, stone, gravel or fill dirt below the average grade of the surrounding land and/or road grade, whichever shall be the highest.
2) *Quarry excavation:* Any breaking of the ground to hollow out by cutting or digging or removing any soil or other matter to a depth greater than 12 inches from the surface.
3) *Soil removal:* Soil removal shall include the removal of any kind of soil or earth matter, including topsoil, sand, gravel, clay, or rock to a depth greater than 12 inches.

Section 2. That Chapter 90, Article 2, Section 90-219 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-219. - Definitions "S".

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

1) *Private or business:* Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
2) *Business, trade, technical, industrial or vocational:* A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Secondhand dealer:

1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
    a) Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
    b) New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
    c) Used car dealers.
    d) Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.
4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.

5) Nonprofit organizations selling donated goods are required to obtain special use approval.

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure of group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Sign: For definitions of specific sign types and terms, see article 7.

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

1) *Full story:* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.
2) *Half story:* The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below. Tri-level shall be considered as one and one-half stories. Figure 90-219-2.

Street:

1) *Alley:* A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.
2) *Collector street:* A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.
3) *Cul-de-sac:* A local street of short length, having one end permanently terminated by a vehicular turnaround.
4) *Local street:* A street used primarily for access to abutting properties.
5) *Major thoroughfare:* A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).
6) *Marginal access street:* A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.
7) *Private road:* A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.
8) *Public street:* A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, section 74-176, as amended.

Supportive housing program:

1) *Emergency shelter:* Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
2) *Permanent supportive housing:* Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
3) *Transitional housing program:* A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Section 3. That Chapter 90, Article 3, Section 90-335 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-335. – Security and Crowd Management Plan Guidelines

Event centers, nightclubs, and other similar uses shall be subject to the following regulations:

(1) Any use that falls into either of the following categories shall submit a security and crowd management plan to the City Planner and the Department of Public Safety on an annual basis for approval:
    a. A use that exceeds 250 people in assembly or occupant capacity, or
    b. A use that has required responses from public safety personnel on three separate occasions within one year.
(2) The security and crowd management plan shall include the following overall security provisions:
    a. Building and Property Ingress and Egress Management
    b. Crowd Control Measures
        i. For uses with an outdoor component, the plan shall provide measures to control the sale and consumption of any alcoholic beverages on site.
    c. Emergency Action Plans
    d. Noise Abatement
        i. The plan shall provide noise abatement measures so as to not negatively impact neighboring properties.
    e. Private Security Management
        i. Exterior security cameras shall be provided and shown on the plan.
        ii. Privately-hired security personnel shall be licensed, bonded, and maintain a minimum ratio of 1 guard for every 100 people designated by the building's occupancy, unless otherwise specified by the Department of Public Safety.
(3) Any substantial change to the use as determined by the City Planner shall require a resubmission of the security and crowd management plan.

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 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 90-407B 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 bars.

(16) Adult businesses as defined in 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) 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) Event Center.

Section 5. That Chapter 90, Article 6, Table 90-600 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Table 90-600 Required Minimum Number of Parking Spaces by Use	
Use	Number of Parking Spaces
Residential Uses	
Single- and two-family dwellings	2 spaces for each dwelling unit.
Multiple-family residential dwellings	2 spaces for each dwelling unit.
Senior apartments and senior independent living	1 space for each unit, and 1 space for each employee. Should units revert to general occupancy, 2 spaces per unit shall be provided.
Manufactured home parks	2 for each manufactured home plus 1 for each employee of the manufactured home park. No motorized recreational vehicles shall be parked on individual home sites.
Dormitories or fraternities	1 space for every 2 beds, plus 2 additional spaces for owner or employees.
Bed and breakfast dwellings	2 for the owner and operator and 1 for each leasable room.
Institutional Uses	
Auditorium, meeting rooms, theaters and similar places of assembly	1 space for every 3 seats based on maximum seating capacity in the main place of assembly therein.
Elementary and middle schools	1 for each 1 teacher, employee or administrator, in addition to the requirements of the auditorium.
Nursing and convalescent homes	2 for every 3 beds or occupants and 1 space for each staff member or employee on the largest shift.
Hospitals and similar facilities for human care	1 for each 2 beds, plus 1 for each employee on the largest shift.
Places of worship	1 for every 3 seats in the main place of assembly or 1 for every 6 feet of pew.
Nursery schools and child care centers	1 for every 350 square feet of gross floor area (GFA), plus 1 per employee. Sufficient area shall be designated for drop-off of children in a safe manner that will not result in traffic disruptions.
High schools	1 for each 1 teacher, employee, or administrator, and 1 for every 10 students, in addition to the requirements of the auditorium.

Retail Uses	
Retail stores except as otherwise specified herein	1 for every 250 square feet of gross floor area (GFA).
Multi-tenant shopping centers	1 for every 250 square feet of retail gross floor area (GFA), plus the number of parking spaces required for restaurants.
Greenhouses and nurseries	1 for each 1 employee plus 1 for every 100 square feet of area devoted primarily to sales.
Animal grooming, training and boarding	1 for every 300 square feet of gross floor area (GFA).
Furniture and appliance, household equipment, showroom of a plumber, decorator, electrician, hardware, wholesale and repair shop, or other similar uses	1 for every 800 square feet of gross floor area (GFA).
Grocery store/supermarket	1 for every 200 square feet of gross floor area (GFA).
Home improvement centers	1 for every 300 square feet of gross floor area (GFA).
Motor vehicle sales establishment, including automobiles, RV's, motorcycles, snowmobiles, ATV's and boats	1 for every 400 square feet of floor space of sales room and 1 for each automobile service stall, plus 1 for each employee.
Open air businesses, except as otherwise specified herein	1 for every 500 square feet of lot area for retail sales, uses and services.
Service Uses	
Motor vehicle service stations (gas stations)	1 for each employee, plus additional parking required for other uses within an automobile service station, such as the retail floor area, restaurants or automotive repair stalls. Each automobile fueling position shall count as one-half of a required space for the spaces required for other uses within an automobile service station.
Vehicle repair establishment, major or minor	2 for each service stall, plus 1 for each employee.
Vehicle quick oil change	2 stacking spaces for each service stall, rack or pit plus 1 for each employee.
Vehicle wash: Self-service (coin operated)	4 spaces plus stacking spaces as required in section 90-508
Vehicle wash: Full-Service	4 spaces, plus 1 per employee, plus stacking spaces as required in section 90-508

Banks and other financial institutions	1 for each 200 sq. ft of gross floor area for the public, plus 3 for each walkup ATM. Drive-up windows shall be provided 4 stacking spaces for each window.
Beauty parlor or barber shop	3 parking spaces for each chair/station.
Dry cleaners	1 per 500 square feet of gross floor area
Laundromats	1 for each washer, plus 1 space for each employee.
Mortuary establishment, funeral home	1 for every 50 square feet of assembly room or parlor floor space.
Restaurants, Bars and Clubs	
Motel, hotel or other commercial lodging establishment	0.75 for each unit, plus 1 for each employee. Spaces required for ancillary uses such as lounges, restaurants or conference areas shall be determined on the basis of the individual requirements for that use.
Standard sit-down restaurants	1 for each 100 square feet of gross floor area (GFA).
Carry-out restaurant (with no or limited seating for eating on premises)	6 per service or counter station, plus 1 for each employee.
Drive-through restaurant	1.25 for every 3 persons allowed within the maximum occupancy as established by the city fire and building code, plus a minimum of 5 stacking spaces for each pickup window.-The queuing of vehicles shall not interfere with public rights-of-way or with on- or off-site circulation and parking.
Bars, lounges, nightclubs (majority of sales consist of alcoholic beverages)	1 for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Private clubs, lodge halls or event centers	1 for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Recreation	
Athletic clubs, exercise establishments, health studios, sauna baths, martial art schools and other similar uses	1 for each 3 persons allowed within the maximum occupancy load as established by city fire and building codes, plus 1 per employee. In those instances where memberships are provided for, not less than 1 per each 5 memberships shall be provided plus 1 per employee or 1 for each 2 clothing lockers, plus 1 per employee, whichever is the larger.
Billiard parlors	1 for each 3 persons allowed within the maximum occupancy load as established by city building and fire codes or 1 for each 300 square feet of gross floor area (GFA), whichever is greater.

Bowling alleys	5 for each bowling lane plus additional for accessory uses such as bars.
Indoor recreation establishments including gymnasiums, tennis courts and handball, roller or ice-skating rinks, exhibition halls, and dance halls	1 space for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Golf courses, excepting miniature or "par-3"	6 for each 1 golf hole plus 1 for each employee plus additional for any bar or restaurant.
Miniature or "par-3" courses	3 for each 1 hole plus 1 for each employee.
Stadium, sports arenas, or similar place of outdoor assembly	1 for every 3 seats or 1 for every 6 feet of bench, plus 1 for each employee. For fields without spectator seating, there shall be a minimum of 30 spaces per field.
Offices	
Business offices, post offices or professional offices of lawyers, architects or similar professionals	1 for every 400 square feet of gross floor area (GFA), but no less than 5 parking spaces.
Medical offices of doctors, dentists, veterinarians or similar professions	1 for every 200 square feet of gross floor area (GFA).
Industrial Uses	
Industrial establishments, including manufacturing, research and testing laboratories, creameries, bottling works, printing, plumbing or electrical work-shops	1 for every 1½ employees in the largest working shift or 1 for every 2,000 square feet of gross floor area (GFA), whichever is greater. Plus spaces for office use.
Warehouses and storage buildings	1 for each employee computed on the basis of the greatest number of persons employed at any one time during the day or night, or 1 for every 1,500 square feet of useable floor area (UFA), whichever is greater. Plus spaces for office use.
Mini warehouses/self-storage	Unobstructed parking area equal to 1 for every employee, plus parking for other uses on site such as truck rental, but no less than 5 spaces.
Truck terminal	1 automobile space for each employee plus 2 truck spaces of 10 by 70 feet for each truck berth or docking space.

Section 6. That Chapter 90, Article 2, Section 90-1200 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1200. - Applicability.

The City of Wyoming Form Based Code shall apply to development within the boundaries of the Form Based Code Zoning Map. Development shall include the following:

a) New development.
b) Modifications to existing buildings:
    1) Increasing or decreasing a building footprint by 25 percent or greater in area or when the cost of the addition is greater than or equal to 50 percent of the current assessed value of the building or structure. Phased construction to avoid compliance with this standard or breaking up construction such that the thresholds are avoided shall be prohibited.
    2) Reducing the building façade by more than 50 percent in terms of the amount of transparency. Phased construction to avoid compliance with this standard or breaking up construction such that the 50 percent threshold is avoided shall be prohibited.
c) Any change in land use substantially impacting parking requirements, as determined by the City Planner:
    1) The planning commission may, at the request of the applicant, waive the applicability of this Code upon a finding that adhering to the Code would place undue hardship on the applicant.

Section 7. That Chapter 90, Article 11, Section 90-1314 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1314. – Security and Crowd Management Plan Guidelines

Event centers, convention centers, nightclubs, and other similar uses shall be subject to the following regulations:

(1) Any use that falls into either of the following categories shall submit a security and crowd management plan to the City Planner and the Department of Public Safety on an annual basis for approval:
    a. A use that exceeds 250 people in assembly or occupant capacity, or
    b. A use that has required responses from public safety personnel on three separate occasions within one year.
(2) The security and crowd management plan shall include the following overall security provisions:
    a. Building and Property Ingress and Egress Management
    b. Crowd Control Measures
        i. For uses with an outdoor component, the plan shall provide measures to control the sale and consumption of any alcoholic beverages on site.
    c. Emergency Action Plans
    d. Noise Abatement
        i. The plan shall provide noise abatement measures so as to not negatively impact neighboring properties.
    e. Private Security Management
        i. Exterior security cameras shall be provided and shown on the plan.
        ii. Privately-hired security personnel shall be licensed, bonded, and maintain a minimum ratio of 1 guard for every 100 people designated by the building's occupancy, unless otherwise specified by the Department of Public Safety.
(3) Any substantial change to the use as determined by the City Planner shall require a resubmission of the security and crowd management plan.

Section 8. That Chapter 90, Article 11, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1406. - Corridor center area (CC).

The following standards apply to the corridor urban area:

1.0 Permitted building types:

Refer to division 6 for building type requirements.

A. Mixed-use building.
B. Zero lot line retail building.
C. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1406 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right, on floors two and above (P$).
- Permitted by right and only allowed on first floor (P#).
- Permitted by right in Burton Street Form Based Code Area only (P^{B}).
- Permitted by special land use permit (S).
- Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

A. Number of stories for buildings is regulated by context area.
B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
C. Building height for all buildings except zero lot line retail building.
   - Minimum: None.
   - Maximum, within 28th Street Corridor: 75 feet.
   - Maximum, within Burton Street Corridor: 35 feet.
   - Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CC area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.
B. Secondhand businesses.
C. Nursery schools, day nurseries, and dependent care facilities for seven or more people.
D. Convention Center

TABLE 90-1406 CORRIDOR CENTER AREA (CC)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							

Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub									
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							

Dry cleaning establishment (per 90-401B (5) (c))	P								
Event Center									
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									
P = Permitted use. P$ = Permitted use on floors two and above. P# = Permitted use on first floor only. P [B] = Permitted use in Burton Avenue only. S = Special Land Use. Blank cell = Use not permitted.									

Section 9. 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).

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. Event Center.
I. Religious or social service assembly
J. Convention Center

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							
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							

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
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									
Convention Center	S								
Dance hall/nightclub	S	S							
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							

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
Event Center	S								
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
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	P	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
eating and drinking establishment									
Parking structures									
Photographic studio	P								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P								
Religious or social service assembly									S
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								

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

Section 10. 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).
- 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 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. Event Center.

I. Religious or social service assembly.

J. Automobile gasoline/convenience store. Permitted only in the Division Avenue Corridor.

K. Convention Center

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					
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience store			S [D]						
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									
Convention Center	S								
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Drive-through establishments	S [D]	S [D]	S [D]						
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#				
Event Center	S	S	S						
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									S
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 11. 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. Event Center.
M. Religious or social service assembly.
N. Convention Center.

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					
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									
Convention Center					S				
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					
Event Center			S						
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									S
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					

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

Section 12. 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. Event Center.
N. Automobile gasoline/convenience store. Permitted only in the Division Avenue Corridor.
O. Convention Center

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					
Automobile gasoline/convenience store			S [D]						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes,			P [D]						

automobile gasoline and automobile service stations									
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				

Convention Center					S				
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					
Event Center			S						
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 dependent care facilities for seven or more people				P	P#				
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			S						
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 13. That Chapter 90, Article 11, Section 90-1411 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1411. - Corridor neighborhood area (CN).

The following standards apply to the corridor neighborhood area:

1.0 Permitted building types refer to division 6 for building type requirements:

A. Rowhouse
B. Two-family house.
C. Single-family house.
D. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1411 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

■ Permitted by right (P).

■ Permitted by right, on floors two and above (P$).

■ Permitted by right and only allowed on first floor (P#).

■ Permitted by special land use permit (S).

■ Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

A. Number of stories for buildings is regulated by context area.
B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
C. Building height for all buildings:
■ Minimum: No minimum.

■ Maximum: 35 feet.

4.0 Special land uses:

The following are specific standards for special land uses in the CN area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

A. Community center.
B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

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									
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									
Convention Center									
Dance hall/nightclub									
Delicatessen									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									
Event Center									

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 14. That Chapter 90, Article 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100. - Applicability.

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

DEFINITIONS "A"

Active use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to "rear alley."

Apartment building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in division 3, encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-grade entry: An entry door that has a zero-step entrance.

At-grade frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by context area or building type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

DEFINITIONS "B"

Balcony: An open outdoor portion of an upper floor.

Balcony private frontage: The balcony is a frontage type placed along the principal frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one-half of its height below grade.

Bay or bay window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building footprint: The shape and placement of the ground floor of a structure on the parcel.

Building footprint, condominium site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building height: Refer to "height, building."

Building to line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build to zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building type: Building types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building types are regulated in division 6 and are allowable within various context areas.

Building composition: The essential architectural characteristics that define a specific building type.

DEFINITIONS "C"

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear glass: Refer to "glass, clear."

Context area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including building type, public realm standards, and thoroughfare type into the regulation.

Convention Center: a building for public assembly that is attached to, or in the same building as, a hotel. Examples include auditoriums, conference facilities, exhibition halls, lecture halls, performing arts venues, and other similar uses, as determined by the City Planner.

Cornice expression line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

DEFINITIONS "D"

Dedicated transit stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A minor, major, or public infrastructure modification to selected Form Based Code requirements, refer to division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Drive-through zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the drive-through private frontage.

DEFINITIONS "E"

Eave: The projecting overhang along the sloped edge of a pitched roof.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

DEFINITIONS "F"

Façade: Refer to "building façade."

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form based code area: The area on the City of Wyoming Zoning Map (located in chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a principal frontage line or a secondary frontage line.

Frontage line, principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

DEFINITIONS "G"

Glass, clear: Glass having a Visual Light Transmittance (VLT) of 70 percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good neighbor plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A good neighbor plan must include:

(1) Documentation of communications with neighboring businesses and residents;
(2) Policies for addressing neighborhood concerns;
(3) List of rights and responsibilities for residents, when applicable;
(4) Policy for loitering;
(5) Policy for litter;
(6) Policy for crime prevention and awareness;
(7) Policy for landscape maintenance, when applicable;
(8) Description of supportive services;
(9) Description of services provided for children, when applicable, when applicable; and
(10) List of partners providing supportive services, when applicable.

Greenbelt: A 25-foot deep landscaped area that is required at frontages along 28th Street. Refer to division 3.

Ground cover: Grass, vegetative cover, or other living landscape.

Ground sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

DEFINITIONS "H"

Height, building: The number of stories allowed by either the building type and/or the context area, with actual measurement of individual stories determined according to specific building types in division 6.

Horizontal expression band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with sign band.

DEFINITIONS "I"

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

DEFINITIONS "J"

No definitions for this section.

DEFINITIONS "K"

No definitions for this section.

DEFINITIONS "L"

Lightwell: A component of the lightwell private frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to terrace definition.

Lightwell private frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/work building type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot coverage: The percentage of the lot that is taken up by buildings.

DEFINITIONS "M"

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed use building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

DEFINITIONS "N"

New development: Development occurring on a vacant parcel of land.

Nonconforming sign:

(1) A sign that is prohibited under the terms of this article, but was erected lawfully and was in use on the date of enactment of this article, or amendment thereto; or
(2) A sign that does not conform to the requirements of this article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of- way line or directly adjacent to a public right-of-way.

DEFINITIONS "O"

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

DEFINITIONS "P"

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian travel zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch private frontage: The porch is a frontage type placed along the

Principal frontage line(s) within a build-to-zone: porches are open-air structures that are attached to the principal building, forming a covered entrance. porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal entrance: The main entry to a building, located along the

Principal frontage line.

Principal frontage: Refer to "frontage, principal."

Private frontage type: The privately owned area between the frontage line and the building façade. Private frontage types are applied to building types to ensure that the building adequately engages the street frontage and public realm. Private frontages are regulated in division 6 and are assigned to building types in division 7.

Projecting sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a 90 degree angle.

Public infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public realm: The area between the façade of a building and the corresponding façade of the building across the street.

DEFINITIONS "Q"

No definitions for this section.

DEFINITIONS "R"

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way line: A line that forms the boundary of the right-of-way.

Rowhouse building type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS "S"

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront private frontage: The shopfront is a frontage type placed along the principal frontage line in a build-to-zone. It is typically associated with retail uses at the first story in context areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary frontage: Refer to "frontage, secondary."

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with sandwich board sign.

Sign band: An architectural element on buildings that acts as a horizontal upper termination for the storefront private frontage. Sign bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with horizontal expression band.

Sign band sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-family house building type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with site placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop private frontage: The stoop is a frontage type typically placed along the principal frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront private frontage: The storefront is a frontage type placed along the principal (and sometimes secondary) frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive housing program:

(1) Emergency shelter: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
(2) Permanent supportive housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
(3) Transitional housing program: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

DEFINITIONS "T"

Terrace: A component of the lightwell and shopfront private frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On lightwell private frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to lightwell definition.

Thoroughfare type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to "glass, clear."

Two-family house building type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

DEFINITIONS "U"

Utility easement: A private easement given to a public utility as per Michigan's Land Division Act.

DEFINITIONS "V"

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

DEFINITIONS "W"

Wall sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

DEFINITIONS "X"

No definitions for this section.

DEFINITIONS "Y"

Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.

DEFINITIONS "Z"

Zero lot line retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement is required to have no setback at the principal frontage line.

Section 15. 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 16. 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. _-25

CITY OF WYOMING

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

May 28, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 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)”, 90-2100 “Applicability”

Recommendation: To approve the text amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 20, 2025. At the meeting, staff recommended approval of the proposed text amendments and a motion was made by Gilreath-Watts, supported by Zapata, to recommend that City Council approve the proposed text amendments. The motion to approve this request 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.

These proposed amendments are focused on the clarification of Event Center and Convention Center uses, as well as providing new guidance for existing Banquet Halls, Nightclubs, Event Centers, and other similar uses. This includes the addition of new uses to both the Euclidian and Form Based Codes, definitions for these uses, and updates to other elements of the code that help provide context for, provide links for, or would otherwise impact, the new uses and definitions. The proposed changes focus on two primary issues: terminology for these event spaces and guidelines for approvals for these uses.

The terminology change replaces the recently added “Assembly Hall” with “Event Center” in tandem with a clearer definition of “Event Center.” Previously, the Planning Commission and City Council approved a text amendment regarding the separation of “Places of Worship” and “Assembly Halls,” creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term “Assembly Hall” has caused some confusion amongst developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition.

The guideline changes add guidelines for security and crowd management at new

developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts.

No members of the public offered comment.

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. 2

DATE DISTRIBUTED: May 13, 2025

PLANNING COMMISSION DATE: May 20, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-205 "Definitions E", 90-219 "Definitions S", 90-335 "Assembly Use Security Plan Guidelines", 90-408B "Permitted Uses After Special Approval", Table 90-600 "Required Minimum Number of Parking Spaces by Use", 90-1200 "Applicability", 90-1314 "Security and Crowd Management Plan Guidelines", 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)", 90-2100 "Applicability"

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 proposed amendments are focused on the clarification of Event Center and Convention Center uses, as well as providing new guidance for existing Banquet Halls, Nightclubs, Event Centers, and other similar uses. This includes the addition of new uses to both the Euclidian and Form Based Codes, definitions for these uses, and updates to other elements of the code that help provide context for, provide links for, or would otherwise impact, the new uses and definitions.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of "Event Center" and "Security and Crowd Management Plan" are being added to the Euclidian Code as well as the Form Based Code, and a definition for "Convention Center" is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will help developers and City Staff to communicate more clearly about the expectations for large events. The ordinance also identifies the City Planner as the person who has discretion in requiring this from any similar use not specifically listed, while providing the opportunity for Public Safety to also weigh in on the extent of the requirements around security personnel. For this amendment, there are two sections to be added: a General Requirement within the Euclidian Code and a General Requirement within the Form Based Code.

Updating Parking Requirement Language. (Section 90-600 Table)

This change updates the parking requirements in 90-600 to reflect new terminology that is being added and has been added in recent updates. This includes the removal of the term "Assembly Hall", changing "Banquet Hall" to "Event Center", changing "Tavern" to "Bar" and adding the term "Dancehall" to an existing list to clarify parking requirements.

Assembly Hall to Event Center Update. (Sections 90-408B, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411)

This change replaces the recently added term "Assembly Hall" with "Event Center" in tandem with a clearer definition of "Event Center." Previously, the Planning Commission and City Council approved a text amendment regarding the separation of "Places of Worship" and "Assembly Halls," creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term "Assembly Hall" has caused some confusion amongst residents and developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition. These changes apply to the B-2 business district as well as the various Form Based Code.

Updated Development Requirements for the Form Based Code. (Sections 90-1200)

This change clarifies that it is the City Planner who determines what constitutes a "substantial impact to parking requirement." This removes uncertainty for developers as they propose new plans within the Form Based Code.

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 90-205 "Definitions E", 90-219 "Definitions S", 90-335 "Assembly Use Security Plan Guidelines", 90-408B "Permitted Uses After Special Approval", Table 90-600 "Required Minimum Number of Parking Spaces by Use", 90-1200 "Applicability", 90-1314 "Security and Crowd Management Plan Guidelines", 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)", 90-2100 "Applicability" and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:
Patrick Waterman, Deputy City Manager
Aaron Vis, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community & Economic Development

414A, 90-420A, 90-426A 90-435A, 90-440A, 90-2012 and recommend the same to City Council.

Micele opened the Public Hearing at 7:05PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by Randall to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend Zoning Code Sections 90-205 "Definitions E", 90-219 "Definitions S", 90-335 "Assembly Use Security Plan Guidelines", 90-408B "Permitted Uses After Special Approval", Table 90-600 "Required Minimum Number of Parking Spaces by Use", 90-1200 "Applicability", 90-1314 "Security and Crowd Management Plan Guidelines", 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)", 90-2100 "Applicability"

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:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of "Event Center" and "Security and Crowd Management Plan" are being added to the Euclidian Code as well as the Form Based Code, and a definition for "Convention Center" is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will

help developers and City Staff to communicate more clearly about the expectations for large events. The ordinance also identifies the City Planner as the person who has discretion in requiring this from any similar use not specifically listed, while providing the opportunity for Public Safety to also weigh in on the extent of the requirements around security personnel. For this amendment, there are two sections to be added: a General Requirement within the Euclidian Code and a General Requirement within the Form Based Code.

Updating Parking Requirement Language. (Section 90-600 Table)

This change updates the parking requirements in 90-600 to reflect new terminology that is being added and has been added in recent updates. This includes the removal of the term "Assembly Hall", changing "Banquet Hall" to "Event Center", changing "Tavern" to "Bar" and adding the term "Dancehall" to an existing list to clarify parking requirements.

Assembly Hall to Event Center Update. (Sections 90-408B, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411)

This change replaces the recently added term "Assembly Hall" with "Event Center" in tandem with a clearer definition of "Event Center." Previously, the Planning Commission and City Council approved a text amendment regarding the separation of "Places of Worship" and "Assembly Halls," creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term "Assembly Hall" has caused some confusion amongst residents and developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition. These changes apply to the B-2 business district as well as the various Form Based Code.

Updated Development Requirements for the Form Based Code. (Sections 90-1200)

This change clarifies that it is the City Planner who determines what constitutes a "substantial impact to parking requirement." This removes uncertainty for developers as they propose new plans within the Form Based Code.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-205, 90-219, 90-335, 90-408B, 90-600, 90-1200, 90-1314, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, and 90-2100 and recommend the same to City Council.

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

A motion was made by Gilreath-Watts, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

06.02.2025
Community/Econ Dev.

ORDINANCE NO. 9-25

ORDINANCE to amend Zoning Code Sections 90-308 “Designation of front on corner and double frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-308 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-308. - Designation of front on corner and double frontage lot.

In the case of corner or double frontage lots, the City Planner or their designee shall designate which street is to be the front of the lot.

Section 2. That Chapter 90, Article 3, Section 90-309 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-309. - One single-family dwelling per lot.

No single-family residential dwelling shall be erected or placed on a lot with another single-family residential dwelling, except that up to three model homes are allowed in proposed plats as per the subdivision regulations, section 74-61.

Section 3. That Chapter 90, Article 3, Section 90-312 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-312. - Fences, walls, and other protective barriers.

All fences, walls and other protective barriers, referred to in this section as "fences," shall conform to the following regulations:

(1) The erection, construction or alteration of any fence shall be approved by the building inspector for compliance with the provisions of this chapter. The finished side of a fence shall face outward toward abutting lots and rights-of-way.
(2) No fence shall hereafter be erected in any required yard space in excess of six feet in height above the grade of the surrounding land.
(3) No fence located in the front yard, or within the first ten feet of the secondary front yard in residential districts, shall exceed 36 inches in height above the ground level.
(4) All fences shall be of an ornamental nature. Spikes, nails or any sharp instruments of any kind are prohibited on top of or on the sides of any fence, except that barbed wire is allowed on the top of fences in industrial zones.

Section 4. That Chapter 90, Article 3, Section 90-328 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-328. - Landscaping.

In order to provide a more aesthetic appearance, a measure of shading, increased oxygen generation, and reduced air pollution, wherever site plan approval is required in this chapter part of that approval shall include a landscaping plan unless waived by the city planner under the provisions of section 90-504 of this zoning code. The applicable landscaping plan requirements are detailed in table 90-504(e) of this zoning code. The following standards shall apply for all required landscaping:

(1) *Front yards and secondary front yards.* At least one shade tree of a minimum two and one-half-inch caliper or one evergreen tree at least six feet in height, or a combination thereof, shall be planted for each 50 feet of street frontage or fraction thereof. Said trees may be grouped or spaced. In addition, at least ten percent of the required greenbelt area must contain trees, shrubbery, flower beds, berms, groundcover, landscape mulch, woodchips, stone and/or other types of landscape materials. However, credit may be obtained for existing, healthy trees and plant material where consistent with the intent of this section. Shrubbery must be planted at least three feet from all sidewalks, drives and parking lots, so as to not infringe upon same.

(2) *Large parking lots.* For every 50 parking spaces, or fraction thereof, there shall be provided an interior landscape area at least ten feet in width and 20 feet in length. Said landscape area shall contain at least one shade tree, at least two and one-half-inch caliper. Other landscaping treatment shall be included in the landscape area, as described in (1) above. Shrubbery must be planted at least three feet from all sidewalks, drives and parking spaces, so as to not infringe upon same.

(3) *Maintenance.*

(a) In-ground automatic irrigation shall be installed and utilized within the required front yard and secondary front yards for all commercial and office zoned districts. Irrigation shall be installed along the entire street frontage either with new developments or with building additions adjacent to the street frontage that exceeds 50 percent of the existing building width.

(b) All landscaping shall be maintained in a healthy, neat and orderly state, free from refuse and debris.

(c) Plants shall be controlled by pruning, trimming, or other suitable methods so that they do not restrict pedestrian or vehicular access, or constitute a traffic hazard.

(d) Any dead or diseased plants that were required by site plan approval shall be removed and replaced within one year from the time that the plant dies.

(e) Trees shown on the site plan shall not be removed, except to replace dead or diseased trees, unless approved as a site plan amendment. Any tree that is removed must be replaced in accordance with the approved site plan.

(f) Existing trees marked on the site plan to be preserved that are damaged or lost shall be replaced by at least two trees of similar or better species of at least two and one-half-inch caliper if deciduous, or six feet in height if evergreen.

(g) Trees that shall be retained on a lot or development site shall be located within an area referred to as a tree protection zone, which shall include the area occupied by the critical root zone. The area below the drip line of an existing tree to be saved should remain undisturbed. The drip line is an imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground. The owner/developer shall take all necessary steps to avoid damage or destruction to existing trees to be preserved as shown on the site plan. Tree protection fencing, notes and details shall be shown on the landscape plan.

Section 5. That Chapter 90, Article 4, Section 90-404A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-404A. - Specific requirements.

(1) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
(2) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
(3) 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.
(4) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
(5) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
(6) For uses other than one- and two-family in all the residential districts, 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 90-328.
(7) Attached garages and basements are required for all single-family dwellings in the R-1 district with the following exceptions, as determined by the chief building official:
    (a) Basements are not required for bi-level or tri-level structures.
    (b) Basements are not required if the existing water table makes such construction infeasible.
    (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 6. That Chapter 90, Article 4, Section 90-409A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409A. - Specific requirements.

(1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
(2) 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.
(3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
(4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
(5) For uses other than one- and two-family in all the residential districts, 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 90-328.
(6) Attached garages and basements are required for all single-family dwellings in the R-2 Residential

District with the following exceptions, as determined by the chief building official:

(a) Basements are not required for bi-level or tri-level structures.
(b) Basements are not required if the existing water table makes such construction infeasible.
(c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

(7) In R-2 Residential Districts, for subdivisions platted prior to the date of this chapter and having constructed dwelling units thereto, the minimum floor area per dwelling unit shall be 864 square feet.
(8) Minimum habitable floor area per dwelling unit shall be 1,040 square feet in the R-2 Residential District zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
(9) In R-2 Residential District located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 7. That Chapter 90, Article 4, Section 90-414A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-414A. - Specific requirements.

(1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
(2) 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.
(3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
(4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
(5) For uses other than one- and two-family in all the residential districts, 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 90-328.
(6) Attached garages and basements are required for all single-family dwellings in the R-3 district with the following exceptions, as determined by the chief building official:
    (a) Basements are not required for bi-level or tri-level structures.
    (b) Basements are not required if the existing water table makes such construction infeasible.
    (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
(7) For R-3 districts incorporating subdivisions platted prior to the date of this chapter, the minimum standards for duplexes are as follows: Lot width, 70 feet; lot area, 8,400 square feet; and building floor area of 720 square feet per dwelling unit.
(8) Minimum habitable floor area per dwelling unit shall be 900 square feet in the R-3 residential district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
(9) In R-3 district located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 8. That Chapter 90, Article 4, Section 90-420A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-420A. - Specific requirements.

(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 90-328.

Section 9. That Chapter 90, Article 4, Section 90-426A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-426A. - Specific requirements.

(1) Minimum land area required for each dwelling unit in the R-5 residential district shall be the same as required in the R-4 district for buildings less than four stories in height. Where building height is four stories or greater, minimum land area per dwelling unit shall be based upon dwelling unit size and building height as follows:

Height of Building (in Residential Stories)	Land Area in Square Feet per Habitable Room*
4	600
5	550
6	500
7	450
8	400
9	350
10	300

(2) In the R-5 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-5 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-5 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~~ 90-328.

Section 10. That Chapter 90, Article 4, Section 90-435A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-435A. - Specific requirements.

(1) Minimum land area for each dwelling unit in the R-7 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	5,400	3,600

Two-bedroom unit	6,000	4,200
Three-bedroom unit	6,600	4,800
Four- or more bedroom units	7,200	5,400

(2) In the R-7 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-7 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-7 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 90-328.

(6) Screening requirement. Where required parking lots for any use permitted in an R-7 residential district are erected, a solid masonry or concrete wall or other barrier of material approved by the planning commission, which shall be minimum of three feet in height, shall be required along such parking lot boundary line to prevent car headlights from shining into other residential zones

Section 11. That Chapter 90, Article 4, Section 90-440A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-440A. - Specific requirements.

(1) In the ER estate residential district, for subdivisions with a minimum of five lots platted subsequent to the effective date of the section, all the minimum requirements of section 90-403A that apply to the R-1 district may be substituted for those of the ER district, provided the appropriate piping and related facilities for water and sewer systems are supplied by the developer for the plat and approved by the engineering department. Internal streets which meet city requirements shall be constructed for access to the lots. If hookups to the city water or sanitary sewer are unavailable to the plat, individual lot wells and/or septic systems may be added

However, minimum lot size shall be 20,000 square feet if the water system cannot be connected to the city water systems. In addition, in the ER district, property owners may establish an open space preservation development. For each whole two-acre parcel that, under the applicable regulations of the city, could otherwise be created on up to 80 percent of the parent parcel, the landowner may create parcels at a lesser size if all of the following are established.

(a) All lots shall have a minimum of 20,000 square feet.
(b) All lots shall have a minimum of 150 feet in width along a public street.

(c) A minimum of 20 percent of the overall land area shall perpetually remain in an undeveloped state by means of a conservation easement or restrictive covenant that runs with the land.
(d) The development of land under this option is subject to the other applicable ordinances, laws and rules, including rules relating to suitability of groundwater for on-site water supply, suitability of soils for on-site sewage disposal, and restriction of development due to floodplains or designated wetlands.
(e) This option may be utilized once within the boundary of the original parcel.
(f) Approval of the open space preservation development shall be subject to site plan approval by the planning commission. All required information, including a yield plan showing the maximum number of housing units under the ER district's standard provisions, shall be submitted to the planning department prior to review.

(2) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
(3) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
(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) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
(6) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
(7) For uses other than one- and two-family in all the residential districts, 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 90-328.
(8) Minimum habitable floor area per dwelling unit shall be 1,500 square feet in the ER district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms
(9) Attached garages and basements are required for all single-family dwellings in the ER district with the following exceptions, as determined by the chief building official:
(a) Basements are not required for bi-level or tri-level structures.
(b) Basements are not required if the existing water table makes such construction infeasible.
(c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 12. That Chapter 90, Article 11, Section 90-2012 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2012. - Projecting signs.

The following standards apply:
1.0 Projecting sign standards:
A. Projecting signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
B. Projecting sign content may include letters, corporate logos, symbols, or designs that are painted, applied or surface mounted on the sign surface.
C. Projecting signs shall have content on both sides of the sign.
D. Projecting signs placed on fabric, cloth or canvas shall be securely anchored to a sign frame.

2.0 Projecting sign location:

Refer to Illustration 10.03 for graphic representation of the location requirements regarding projecting signs.

A. Projecting signs are permitted on the fronts of the following buildings:
    1. Mixed use building.
    2. Zero lot line retail building.
    3. Retail building.
    4. Live/work building.
    5. Apartment building.
    6. Civic building.
B. Projecting signs shall be a minimum of eight feet above the adjacent grade.
C. Projecting signs shall not extend more than four feet from the face of building.
D. Projecting signs are required to be perpendicular to the building face.

3.0 Projecting sign size and proportion:

Refer to Table 90-2017 for sizes of projecting signs for specific building types in each context area.

A. Maximum height of projecting signs shall be four feet.
B. Maximum width of projecting signs shall be three feet.

4.0 Projecting sign quantity:

A. The number of projecting signs allowed per building shall not exceed the quantities indicated in Table 90-2018.
B. Projecting signs may be used in conjunction with other sign types.

5.0 Projecting sign illumination:

A. Projecting signs may be externally or internally illuminated per section 90-705(5).
B. Projecting signs are not permitted to be illuminated with neon illumination.
C. Projecting signs are not required to be illuminated.

Section 13. 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 14. 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. _-25

CITY OF WYOMING

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

May 28, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-308 “Designation of front on corner and double frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs”

Recommendation: To approve the text amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 20, 2025. At the meeting, staff recommended approval of the proposed text amendments and a motion was made by Hall, supported by Randall, to recommend that City Council approve the proposed text amendments. The motion to approve this request 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.

As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. These recommended amendments are clerical in nature: clarify phrasing, correcting typographic errors, and removing dead links. The recommended changes include: clarification of front lot designations, references to outdated code sections, clarification of fence standards, and clarification of illuminated sign standards.

No members of the public offered comment.

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. 1

DATE DISTRIBUTED: May 13, 2025

PLANNING COMMISSION DATE: May 20, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-308 "Designation of front on corner and double frontage lot", 90-309 "One single-family dwelling per lot", 90-312 "Fences, walls and other protective barriers", 90-328 "Landscaping", 90-404A "Specific requirements", 90-409A "Specific requirements", 90-414A "Specific requirements", 90-420A "Specific requirements", 90-426A "Specific requirements", 90-435A "Specific requirements", 90-440A "Specific requirements", 90-2012 "Projecting signs"

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL BACKGOUND:
As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. 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: clarify phrasing, correcting typographic errors, and removing dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:
City staff is recommending updating the following sections for the following reasons:

Clarification of Front Lot Designation (Section 90-308)

This change clarifies the responsibility of designating the front of lots as the City Planner or their designee, instead of the building inspector. The City Planner typically determines the front lot because they are closely involved with planning and zoning requirements before buildings are constructed.

References To Outdated Links (Sections 90-309, 90-328, 90-404A, 90-409A, 90-414A, 90-420A, 90-426A, 90-435A, 90-440A)

There are several existing references in the zoning code that link to an incorrect section or a section that no longer exists in the zoning code. These dead links can cause confusion among residents and developers when the code references something that is either irrelevant or cannot be found. For example, Section 90-328 "Landscaping" includes verbiage that references landscaping plan requirements in Section 90-1003, which is incorrect. This reference as well as other dead links are proposed to be corrected.

Fences, walls and other protective barriers (Section 90-312)

This proposed change clarifies the current interpretation by removing the word "required" for front yard fence height restrictions. The word usually indicates required setbacks are being referenced, which would restrict fence heights to front yard setbacks. Instead, fence height requirements change at the house or primary structure, which is more rational and the traditional application of the code.

Sign Illumination Clarification (Section 90-2012)

Two changes are proposed for this section. The first change spells the word "securely" correctly under subsection 1.0(D). The second change clarifies subsection 5.0 that currently both allows and prohibits internally illuminated signs. Staff proposes removing the provision that prohibits internally illuminated signs, as it conflicts with the previous provision that allows it. This change creates harmony within this section and aligns with illumination standards found in Section 90-705(5).

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 90-308 "Designation of front on corner and double frontage lot", 90-309 "One single-family dwelling per lot", 90-312 "Fences, walls and other protective barriers", 90-328 "Landscaping", 90-404A "Specific requirements", 90-409A "Specific requirements", 90-414A "Specific requirements", 90-420A "Specific requirements", 90-426A "Specific requirements", 90-435A "Specific requirements", 90-440A "Specific requirements", 90-2012 "Projecting signs" and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager
Aaron Vis, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community & Economic Development

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 17, 2025.

PLANNING COMMISSION
MEETING MINUTES OF MAY 20, 2025
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT:	Gilreath-Watts, Hall, Micele, Randall, VanDuren, Zapata
MEMBERS ABSENT:	Lamer, Smart, Weller
STAFF PRESENT:	Hofert, Director of Community & Economic Development Smith, Assistant Director of Community and Economic Development Blair, Planner II Hyble, Planner I Zuniga, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

A motion was made by Gilreath-Watts, supported by VanDuren, to excuse Lamer, Smart and Weller.

APPROVAL OF MINUTES

The minutes of April 15, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

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

AGENDA ITEM NO. 1
Request to amend Zoning Code Sections 90-308 “Designation of front on corner and double

frontage lot", 90-309 "One single-family dwelling per lot", 90-312 "Fences, walls and other protective barriers", 90-328 "Landscaping", 90-404A "Specific requirements", 90-409A "Specific requirements", 90-414A "Specific requirements", 90-420A "Specific requirements", 90-426A "Specific requirements", 90-435A "Specific requirements", 90-440A "Specific requirements", 90-2012 "Projecting signs" (Wyoming Planning Staff)

Hyble 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:

Clarification of Front Lot Designation (Section 90-308)

This change clarifies the responsibility of designating the front of lots as the City Planner or their designee, instead of the building inspector. The City Planner typically determines the front lot because they are closely involved with planning and zoning requirements before buildings are constructed.

References To Outdated Links (Sections 90-309, 90-328, 90-404A, 90-409A, 90-414A, 90-420A, 90-426A, 90-435A, 90-440A)

There are several existing references in the zoning code that link to an incorrect section or a section that no longer exists in the zoning code. These dead links can cause confusion among residents and developers when the code references something that is either irrelevant or cannot be found. For example, Section 90-328 "Landscaping" includes verbiage that references landscaping plan requirements in Section 90-1003, which is incorrect. This reference as well as other dead links are proposed to be corrected.

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Sign Illumination Clarification (Section 90-2012)

Two changes are proposed for this section. The first change spells the word "securely" correctly under subsection 1.0(D). The second change clarifies subsection 5.0 that currently both allows and prohibits internally illuminated signs. Staff proposes removing the provision that prohibits internally illuminated signs, as it conflicts with the previous provision that allows it. This change creates harmony within this section and aligns with illumination standards found in Section 90-705(5).

Hyble said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-308, 90-309, 90-312, 90-328, 90-404A, 90-409A, 90-

414A, 90-420A, 90-426A 90-435A, 90-440A, 90-2012 and recommend the same to City Council.

Micele opened the Public Hearing at 7:05PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by Randall to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend Zoning Code Sections 90-205 "Definitions E", 90-219 "Definitions S", 90-335 "Assembly Use Security Plan Guidelines", 90-408B "Permitted Uses After Special Approval", Table 90-600 "Required Minimum Number of Parking Spaces by Use", 90-1200 "Applicability", 90-1314 "Security and Crowd Management Plan Guidelines", 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)", 90-2100 "Applicability"

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:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of "Event Center" and "Security and Crowd Management Plan" are being added to the Euclidian Code as well as the Form Based Code, and a definition for "Convention Center" is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will

7.7.25
CED/NH

ORDINANCE NO. 10-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES BY ADDING SUBSECTION (147) TO REZONE 3738 52nd STREET SW FROM ER TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (147) to read as follows:

(147) "Salmon Community":

(a) To rezone the following described property at 3738 52nd Street SW (Parcel No. 41-17-32-100-016) from the ER Estate Residential to PUD-4 General Planned Zoning District:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

(b) This rezoning is conditional upon all development being consistent with the overall development plan for the Salmon Community project as presented at the City Planning Commission meeting of June 17, 2025, consisting of 8-page project narrative booklet prepared by Eastbrook Homes and a conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed.

(c) The following modifications to minimum requirements are approved:

(1) Public road width of 30 feet with 25 feet of blacktop.
(2) Private road width of 25 feet with 24 feet of blacktop.
(3) Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
(4) Architectural features allowed in the front yard setback up to 6 feet.
(5) 30 feet required front yard along 52nd Street SW.
(6) Common Open Space of 7.9 acres. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.
(7) Single Family Attached Home Type:
    i. Minimum Side Yard: 16 feet
    ii. Greenbelt Requirement: 0 feet
    iii. Rear Loaded Minimum Front Yard: 24 feet
    iv. Rear Loaded Minimum Secondary Front Yard: 10 feet
    v. Front Loaded Minimum Front Yard: 25 feet
    vi. Front Loaded Minimum Secondary Front Yard: 5 feet
(8) Single Family Detached Home Type:
    i. Minimum Front Yard: 25 feet
    ii. Detached Garages: Permitted
    iii. 50' Lot Minimum Lot Area: 5,400 square feet
    iv. 50' Lot Minimum Lot Width: 50 feet
    v. 50' Lot Minimum Secondary Front Yard: 6 feet
    vi. 50' Lot Minimum Combined Side Yard: 12 feet
    vii. 50' Lot Minimum Side Yard: 6 feet
    viii. 50' Lot Minimum Rear Yard: 25 feet
    ix. 70' Lot Minimum Lot Area: 8,000 square feet

x. 70’ Lot Minimum Secondary Front Yard: 9 feet
xi. 70’ Lot Minimum Combined Side Yard: 14 feet
xii. 70’ Lot Minimum Rear Yard: 30 feet

Section 2. That this ordinance shall take effect on _____, 2025.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 10-25

CITY OF WYOMING

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

July 1, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to rezone from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust).

Recommendation: To approve the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 17, 2025. A motion was made by Hall, supported by Gilreath-Watts, to recommend to the City Council approval of the request for a rezone to PUD-4 and to recommend support of the requested deviations. The motion passed 7 – 1.

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

The applicant proposes to rezone 38 acres from ER to PUD-4 to build a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of for-sale single family detached units and single family attached units. Single family detached homes will be parceled out to 50-foot-wide and 70-foot-wide lots. The single family attached homes will include garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Planning Commissioners stated that they believed that the proposed PUD was in alignment with the Wyoming [re]imagined master plan and future land use plan and the City's housing plans. They commended the developer on proposing a new neighborhood that will offer a variety of housing options at different price points, allowing for greater access to first time home buyers.

Additionally, Planning Commissioners complimented the developer's creative use of green space and commitment to the character of the surrounding area. They noted that the developer has previously won the Arbor Day Award for their efforts to preserve tree canopies in their developments. The proposed neighborhood will provide a variety of housing options as desired in the master plan, while also providing shared gathering spaces with recreational amenities.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be granted by City Council:

- Single Family Attached Home Type Deviations

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- Single Family Detached Home Type Deviations

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

- The developer is also requesting the following deviations from applicable zoning codes for the entire project:
    - Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
    - Private road width of 25 feet with 24 feet of blacktop.
    - Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
    - Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
    - Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
    - A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Planning Commission was supportive of the requested deviations and recommended they be granted by Council.

During public comment at the Planning Commission meeting six residents spoke in opposition to the proposed PUD. The majority of the concerns raised by residents were related to traffic on 52nd Street and specifically traffic generated by Grandville Schools during pick up and drop off times. The school sits across from the proposed neighborhood. City Staff will work with Grandville Schools to address this concern. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,

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

Cc: John Shay, City Manager

A motion was made by VanDuren, supported by Randall to grant special use approval for a Drive-Through at 211 36th St SW.

A vote on the motion passed unanimously.

A motion was made by Lamer, supported by Randall to approve the site plan for 211 36th St SW, subject to conditions 1-3.

Hall wanted to know how the traffic would flow for the drive-throughs and whether all drive-throughs would flow in the same direction.

Blair said traffic would move in the same direction.

Hall asked about fencing between this lot and the residential properties.

Hofert said the City is looking into putting up bollards to prevent any flow of vehicular traffic.

Weller asked if a gate could be placed at the end of each cul-de-sac.

Hoffert responded and said that the gate issues were not pertinent to the site plan request because the cul-de-sacs give access to the Mercado site and not the site being discussed. She told Weller she would be willing to discuss it further with him after the meeting.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for a rezoning from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust)

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

Hofert said that the applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Hofert explained the review and approval process below:

- **Pre-Meeting:** Discuss proposed project and provide relevant information to the

applicant

- **Preliminary PUD:** Consists of an application, conceptual plan, and project narrative. Review and recommendation by Planning Commission to City Council.
- **Final PUD:** Is substantially consistent with approved conceptual plan. Reviewed and approved by Planning Commission.
- **Site Plan:** Phased site plan review is allowed as long as plans are consistent with conceptual site approval.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) Consistency with the adopted master plan;
This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.

(b) Compatibility of the allowed uses with existing and future land uses;
The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and
As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

(d) Appropriateness of all uses allowed within the proposed district at the property location.
The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) Location

The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) PUD Purpose

The proposed PUD meets three purposes as outlined in section 90-416C:

i. Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.
This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.

ii. Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.
The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.

iii. Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.
The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) Size

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) *Residential Density*

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied

between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities
Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control
The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit
The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.
This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.
The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements
The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

i. The following are deviations from applicable zoning codes for the entire project:
   a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
   b. Private road width of 25 feet with 24 feet of blacktop.
   c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
   d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.

e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Hofert explained that this development features single family lots with required setbacks that are not factored into the open space calculation. If this greenspace was accounted for, open space would account for 42% of the total land area. Hofert also clarified that a development on this property that meets the code-defined open space requirement would necessitate multi-family structures. The proposed plan keeps in character with the adjacent neighborhoods.

ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50’ Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.

	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70’ Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)
The City’s 2020 AI and HNA identified a need for 7,876 additional units in Wyoming. This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location
The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process
The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

Hofert said The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1 below:

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

Micele opened the public hearing at 7:53PM.

Ted Braciak, 5308 Mapleside Ln, spoke against the development citing traffic problems on 52nd St. that already exist due to the school across the street from this development site.

Lori Horne, 5187 Salmon River Ct SW, spoke against the development, citing the traffic issues on 52nd St SW because of the school. She also wondered if more residential units in their area meant higher taxes.

Pam McLenithan, 3566 Evan Brooke Dr SW, spoke against the development saying there are too many units for the property size and traffic concerns as well. McLenithan also stated her disappointment in the developer for lack of communication.

Corey Palmer, 5411 Mills Ridge Dr, said the plan should not be approved and listed the destruction of the tree canopy and privacy as concerns.

Scott Anderle, 5087 Vistula Ct SW, spoke to commissioners and said the development looks nice, but has a couple concerns and one is that there is a flood plain on the east side of the property and another is the school traffic. Anderle also asked staff and commissioners to consider the entrances to the development on 52nd Street.

Laureen Robinson, 5030 Amanda Dr SW, spoke to commissioners and said she's concerned about the destruction of greenspace. Robinson stated she would like to see fewer and higher-quality houses. Robinson told of how she knew the previous owner.

The public hearing was closed at 8:11PM.

Mike McGraw, Paramount Development at 1188 E Paris SE, shared about the business's history and its mission. McGraw also told commissioners about the company's vision for this property, the factors that went into it, and the important aspects of their development style.

Kelly Kuiper spoke to commissioners and shared how the developer met with the Salmon family to learn about the property's history. Kuiper talked about their approach to land use and housing types, stating the developer will continue to work with the family to incorporate their history into the project.

A motion was made by Hall, supported by Gilreath-Watts to approve the PUD-4 rezoning request at 3738 52nd St SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

Randall asked Staff regarding a redevelopment plan for 52nd Street and what the type of road it is intended to be currently.

Hofert responded and said that the City received a grant from the state to improve the non-motorized trail that runs along 52nd Street and with that the Engineering/Public Works department is looking into the possibilities of curbing or widening the street. Hofert shared that the City is aware of the traffic counts on the road and that is why a traffic study was not required for the developer.

Randall asked for the planned timeframe for the trail project.

Hofert said the grant needs to be spent by 2030.

Smart asked staff if there are plans for a traffic study to be required.

Hofert said the City already has data for this road, but if as staff works through the development and something were to change, the city would be in communication with the developer. The City has looked into the option of adding a traffic light, but traffic volumes currently do not support that option.

Smart asked if the master plan was considered while looking at this development.

Hofert said staff did look at the Master Plan and if the developer was to follow the 100' of tree canopy recommendation, the site would not be able to be developed in a way that made it viable and the developer is offsetting the lost trees with landscaping.

Smart asked about the price point for these homes.

McGraw said they have three different options: townhomes will start in the $300,000s, smaller single-family homes in the $400,000s and the bigger homes in the $500,000s.

Gilreath-Watts wanted to know how the green area would be developed.

McGraw explained that they have options and gave examples of gazebos and fire pit areas. He said the green areas shown on the site plan are very large. Each entrance will have significant landscape efforts, and they would like to leave the edges untouched.

Randall said the east and middle of the property show a tree canopy and wondered about keeping that natural space.

McGraw said engineering such as stormwater and detention that has to be considered but they will try to keep as much of the natural tree canopy as they can.

Randall mentioned community gardens as an option for the development.

McGraw thanked Randall for the idea and mentioned that although he really liked the idea, it can also be an eyesore if no one maintains it.

Hall mentioned that the developer had earned the Arbor Day Award.

McGraw confirmed and reiterated how important it is to them to keep as much of the natural tree canopy as possible.

Hall asked staff if Public Safety, Engineering, and Traffic are part of the development team and, if so, have they all looked at the development and had any concerns for the traffic in the area.

Hofert confirmed that the development team consists of Engineering, representatives from Public Safety—both fire and police—and other departments within the City and they are recommending Planning Commission and City Council approve the development.

Weller said the development is too dense. He thinks they should have 70' lots, rather than the 50' proposed lots. Weller also says with traffic concerns and no traffic study, 200 units is too many. Weller also recommended pine trees planted between the development and the properties on Mills Ridge.

Micele asked about the concerns from the residents saying there is no school zone sign.

Hofert responded she will follow-up with the Engineering and Public Works staff.

Commissioners Gilreath-Watts, Hall, Lamer, Randall, Smart, VanDuren and Micele voted yes on the motion.

Commissioner Weller voted no on the motion saying the 50' to 65' lots made the development too dense and traffic volume concerns.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Joe Blair provided a second presentation to commissioners about combining R-2 and R-3 zoning districts to have a higher percentage of conforming properties, focusing on dwelling unit size, accessory buildings, lot coverage, and land uses.

PUBLIC COMMENT

Micele opened the public hearing at 9:10PM.

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: June 10, 2025

PLANNING COMMISSION DATE: June 17, 2025

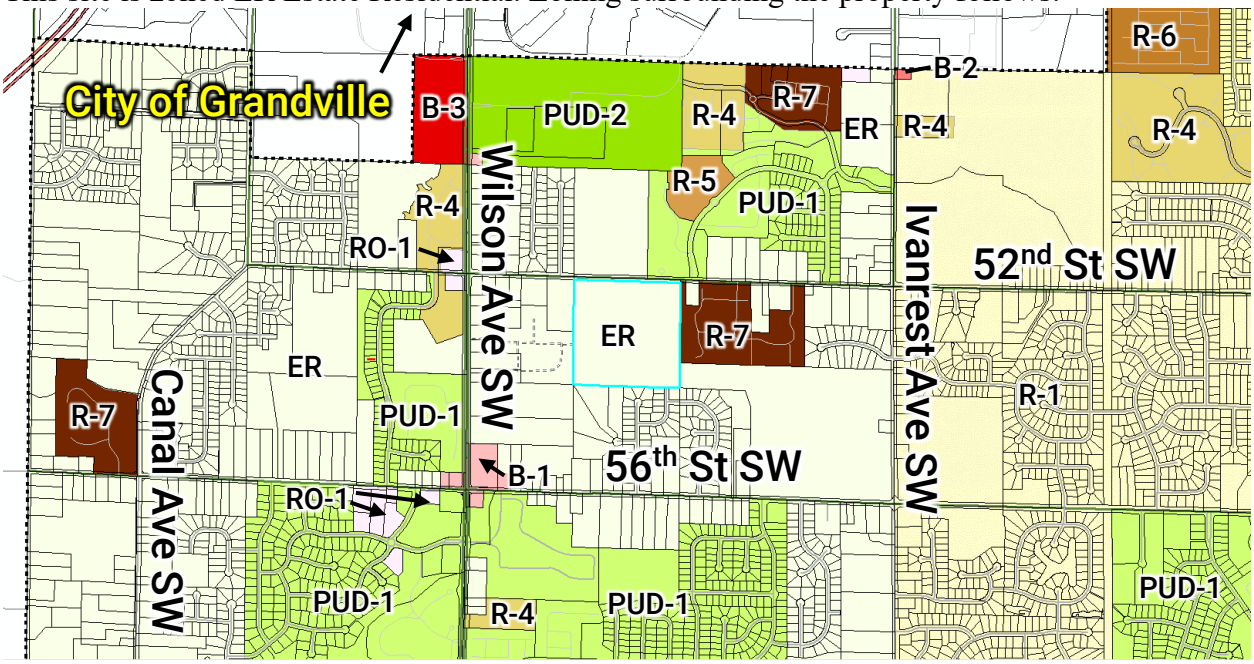
ACTION REQUESTED: Request for Rezoning from ER Estate Residential to PUD-4 General Planned District

REQUESTED BY: Paramount Development Corporation, Virginia L Salmon Trust

REPORT PREPARED BY: Nicole Hofert, Director of Community and Economic Development
Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:
The property is located at 3738 52nd Street SW. The property is approximately 38.1 acres and is located along 52nd Street SW, southeast of the intersection of 52nd Street SW and Wilson Avenue SW.

EXISTING ZONING CHARACTERISTICS:
This site is zoned ER Estate Residential. Zoning surrounding the property follows:



North: ER Estate Residential, PUD-1 Low Density Planned Unit Development, PUD-2 Commercial Unit Development, R-5 Residential District, R-4 Residential District, B-3 Planned Shopping Business District, R-7 Residential District, *City of Grandville*
South: ER Estate Residential, PUD-1 Low Density Planned Unit Development, B-1 Local Business District, R-4 Residential District
East: R-7 Residential District, ER Estate Residential, R-1 Residential District

West: ER Estate Residential, RO-1 Restricted Office District, R-4 Residential District, PUD-1 Low Density Planned Unit Development, R-7 Residential District

EXISTING LAND USE:
The site currently has a vacant, single family residence within the 38.1 acre parcel. Uses surrounding the site are the following:

North: Residential - Education, Single Family, Multi-Family, Retirement Community, Place of Worship, Commercial - Retail, Business Recreation, Restaurant
South: Residential – Single Family, Multi-Family, Commercial – Restaurant, Automobile Repair, Contractor
East: Residential – Single Family, Multi-Family, Place of Worship, Commercial – Business Recreation
West: Residential – Single Family, Multi-Family, Assisted Living Facility, Education, Place of Worship, Commercial – Financial Institution, Medical Office

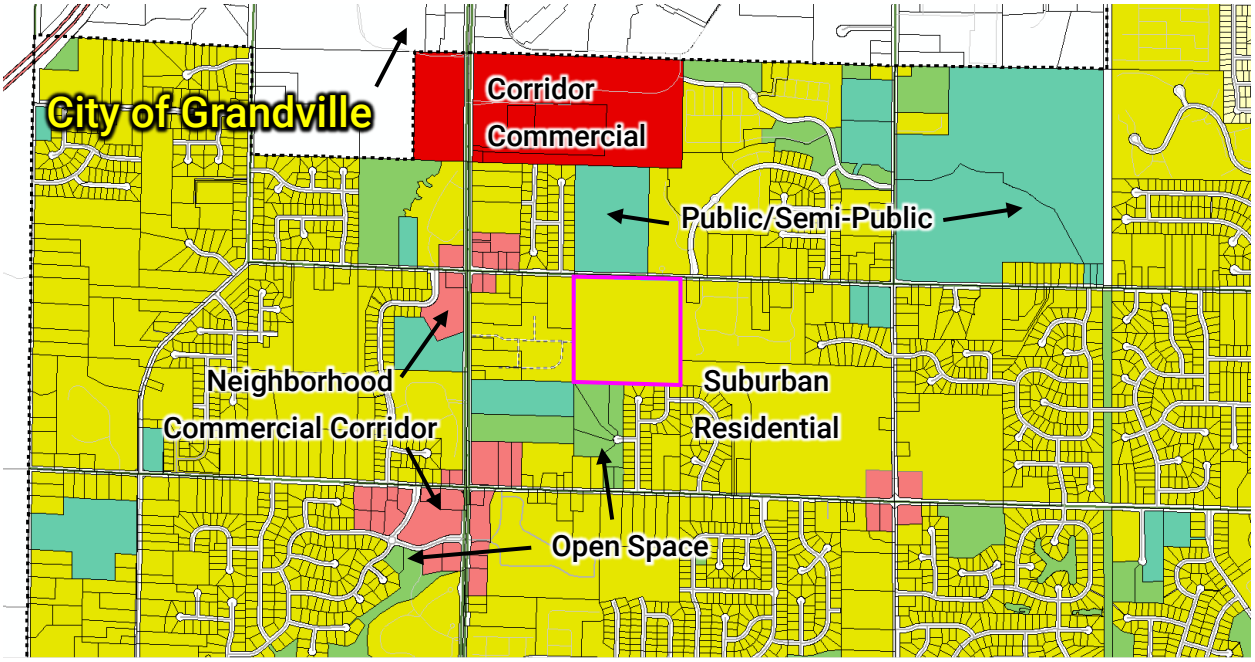
PROJECT INFORMATION:
The applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

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;

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.



(b) Compatibility of the allowed uses with existing and future land uses;

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

(d) Appropriateness of all uses allowed within the proposed district at the property location.
The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) Location
The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) PUD Purpose
The proposed PUD meets three purposes as outlined in section 90-416C:

i. Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.
This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.

ii. Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.
The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.

iii. Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.
The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) Size
The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) Residential Density

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities

Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

i. The following are deviations from applicable zoning codes for the entire project:
   a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
   b. Private road width of 25 feet with 24 feet of blacktop.
   c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
   d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
   e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
   f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50’ Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70’ Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)
The City’s 2020 AI and HNA identified a need for 7,876 additional units in Wyoming. This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location
The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process
The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:
Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed development offers differing housing types that can meet various needs and price points, which is necessary in a diverse community such as Wyoming. Social equity and economic strength are both gained when providing necessary housing and the opportunity for homeownership in an area that sees high demand from residents of varying income levels.

RECOMMENDED CONDITIONS TO APPROVAL

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

PLANNING COMMISSION ACTION:
The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

DEVELOPMENT REVIEW TEAM:
Patrick Waterman, Deputy City Manager
Aaron Vis, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community and Economic Development

Project Narrative

i. Qualifying conditions.

a. Location

3738 52nd Street SW
Wyoming, MI 49418

b. PUD Purpose.

- The proposed PUD provides for flexibility in development by allowing a variety of housing styles in a cohesive development. The variety of styles and price points will foster community for every generation.
- The proposed PUD achieves a more desirable layout with more flexible setbacks than allowed in the underlying ER zoning district.
- The proposed PUD, specifically, the complementary mix of housing types, will offer a variety of price points and will be sold as owner occupied housing. This furthers the goals and needs of the City and its residents.
- The proposed PUD includes large, centrally located green spaces that will provide a fantastic amenity for all residents as it is within walking distance of all living units.

c. Size.

38.1 acres

d. Residential density.

Gross density = 5.43 du/ac

e. Housing variety.

The proposed development will contain a variety of housing types including:

- 70-foot-wide single family detached lots
- 50-foot-wide single family detached lots
- Front loaded garage townhomes (two, four, and six unit buildings)
- Rear load garage townhomes (six and eight unit buildings)

f. Utilities.

The PUD will be served by both public watermain and public sanitary sewer.

g. Ownership and control.

The property is currently under a purchase agreement with EB Real Holdings LLC and Paramount Development Corporation is the applicant and developer. Both entities have the same ownership. In addition, the application was signed by the current property owner and seller, Gary Salmon, Trustee of the Virginia L Salmon Trust.

h. Recognizable public benefit.

- The proposed PUD will include a complementary mix of housing types that will offer a variety of styles and price points and will foster community for every generation.
- The proposed PUD will connect the preserved open space through a looped sidewalk/trail system that will connect each home to the central gathering spaces within the townhome area.

ii. Identification of present owners of all land within the proposed project:

Virginia L Salmon Trust - Gary Salmon (Trustee)

iii. Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common space, minimum lot sizes by type of use.

The proposed PUD will be characterized by a close-knit community atmosphere. By providing a variety of housing styles we invite diversity of product and price points and therefore create a community that can span generations. The community will invoke charm with intentionally designed details including added curvature in the streets, great landscaping, and a focus on the large community green spaces that will act as a central gathering feature for all residents and loosen up the overall feel.

The project will include:

TYPE	ACREAGE	TOTAL
70-Foot Single-Family Lots	9.8 acres	35 Lots
50-Foot Single-Family Lots	10.6 acres	48 Lots
Front Loaded Townhomes	5.6 acres	1 2-Unit Building 6 4-Unit Buildings 8 6-Unit Buildings Total: 74 Units

Rear Loaded Townhomes	4.0 acres	7 6-Unit Buildings 1 8-Unit Building Total: 50 Units
Roadways/Parking/Sidewalks	**Included in individual area calculations where abutting*	3,820 LF Public Road 1,250 LF Private Road 9,770 LF 5' Sidewalk 45 additional parking spaces
Green Space	7.9 acres	20.8%

TOTAL: 207 UNITS

GROSS RESIDENTIAL DENSITY: 5.43 DU/AC

MINIMUM LOT REQUIREMENTS:

70-Foot Single-Family Lots

MIN. LOT AREA	8,000 SF
MIN. LOT WIDTH	70 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 35 FT *(*9 FT SECONDARY FRONT YARD SETBACK)* SIDE: 7 FT (14 FT TOTAL) REAR: 30 FT

50 Foot Single-Family Lots

MIN. LOT AREA	5,400 SF
MIN. LOT WIDTH	50 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 25 FT *(*6 FT SECONDARY FRONT YARD SETBACK)* SIDE: 6 FT (12 FT TOTAL) REAR: 25 FT

Front Loaded Townhomes

GARAGE TO PVMT (NO WALK)	28 FT
GARAGE TO 6' WALK	20 FT
BLDG TO PUB. ROW OR 6' WALK	5 FT *(*SECONDARY FRONT YARD)*
BLDG TO 52ND ST ROW AND PUD BNDRY	30 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT PUBLIC: 60 FT ROW, 33 FT B-B CURB

Rear Loaded Townhomes

BLDG TO PUBLIC ROW (SIDE)	10 FT *(*SECONDARY FRONT YARD)*
GARAGE TO PAVEMENT	24 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT

iv. A complete description of any requested deviations from the minimum spatial or other requirements applying to the property.

*Per Sec. 90-419C. Detached Single Family Residential must abide by R-2 standards, while Attached Single Family Residential must abide by R-4 standards, therefore, the deviations listed below are from the R-2 and R-4 standards by product type.

1. Detached garages shall be allowable for single-family dwellings. A deviation from section 90-409A(6) that requires attached garages for Single Family Detached homes.
2. 8,000 SF minimum lot area for the 70-foot-wide lots. A reduction of 400 SF from the 8,400 SF required per section 90-408A.
3. 5,400 SF minimum for the 50-foot-wide lots. A reduction of 3,000 SF from the 8,400 SF required per section 90-408A.
4. 50' lot width for the 50-foot-wide lots. A reduction of 15 feet from the 65 feet required.
5. 25-foot minimum front yard setback for Single Family Detached homes. A reduction of 10 feet from the 35 feet required per section 90-408A.
6. 24-foot minimum front yard setback (garage to edge of pavement) for the rear loaded townhomes. A reduction of 11 feet from the 35 feet required.
7. 25-foot minimum front yard setback (garage to sidewalk) for the front loaded townhomes. A reduction of 10 feet from the 35 feet required. **Note that non-sidewalk fronting front-loaded townhomes will maintain 28-foot setback.*
8. 52nd Street front yard allowed to be 30 feet for the front loaded townhomes (specific to NE corner of site). A reduction of 5 feet from the 35 feet required.
9. Secondary front yard (side yard) allowed to be 5 feet for the front loaded townhomes, despite abutting a street having residences fronting. A reduction of 30 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
10. Secondary front yard (side yard) allowed to be 10 feet for the rear loaded townhomes, despite abutting a street having residences fronting. A reduction of 25 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
11. Side yard (secondary front) allowed to be 9 feet for 70-foot-wide lots, despite abutting a street having residences fronting. A reduction of 11 feet from the 20 feet required per section 90-409A.4.

12. Side yard (secondary front) allowed to be 6 feet for the 50-foot-wide lots, despite abutting a street having residences fronting. A reduction of 14 feet from the 20 feet required per section 90-409A.4.
13. 30-foot minimum rear yard setback for the 70-foot-wide lots. A reduction of 5 feet from the 35 feet required section 90-408A.
14. 25-foot minimum rear yard setback for the 50-foot-wide lots. A reduction of 10 feet from the 35 feet required section 90-408A.
15. 14-foot total side yard setback for the 70-foot-wide lots. A reduction of 4 feet from the 18 total combined feet required by section 90-408A.
16. 6-foot single side yard setback for the 50-foot-wide lots. A reduction of 1 foot from the 7 feet required by section 90-408A.
17. 12-foot total side yard setback for the 50-foot-wide lots. A reduction of 6 feet from the 18 total combined feet required by section 90-408A.
18. 16-foot total side yard setback between all townhome units. A reduction of 4 feet from the 20 total combined feet required by section 90-419A.
19. A deviation from section 90-420A.5. to remove the requirement for a 25 foot wide front yard and secondary front yard greenbelt.
20. 30 feet back of curb to back of curb dimension for public road width (25 feet of blacktop). A reduction of 3 feet from both the blacktop width and the back of curb to back of curb width dimensions.
21. Private road allowable and proposed to be 25 feet back of curb to back of curb dimension with 24 feet of blacktop.
22. Michigan rooms and decks shall not be subject to rear yard setbacks and may project into required rear yard up to 6 feet, a deviation of 6 feet from section 90-306 that does not allow any projection into the required rear yard.
23. Other architectural features shall not be subject to front yard setbacks and may project into required front yard up to 6 feet, a deviation of 3 feet from section 90-306.

v. An explanation of why the proposed development should be given a density bonus, if applicable.

Not applicable

vi. A general description of the proposed development schedule and anticipated phases.

May 2025 – Oct 2025	Entitlement, construction plan review, permitting

November 2025	Bid Project
Mar-Sep 2026	Construction
September 2026	Paving

While the exact phasing of the project has not been determined, the public cul-de-sac that connects to Clarey Drive will likely be one of the first phases as well as the westernmost entrance on 52nd Street. The exact length of the road and utility installation is to be determined, but this entrance provides an opportunity for a greater variety of housing types in an early phase. Subsequent phasing will be based on market demand.

vii. Intended agreement, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.

Eastbrook communities are all governed by Homeowners Associations whether the development is a condominium, site condominium, or plat (or a combination of those development types). Covenants and Restrictions, Master Deeds, and/or Bylaws (respectively) will be drafted for review and approval by the City Attorney. In addition, Eastbrook communities are also governed by Architectural Control Committees that review and approve all decisions related to the exterior of the home and/or lot. Eastbrook Homes maintains a high standard for varying floorplans, elevations, and exterior colors to prevent homogeneity and encourage compatible yet differentiated design. The Architectural Control Committee's authority to review and approve exterior modifications remains even after the project is sold out.

viii. Traffic impact analysis

Per pre-application meeting, no traffic impact analysis is required at this time.

ix. Sewer impact study

Per pre-application meeting, no sewer impact study is required at this time.

General Notes:

1. Subject parcel address: 3738 52nd Street SW
   PPN: 41-17-32-100-016
2. Parcel size:
   Gross acreage: 38.1 acres
   Net acreage: 32.5 acres (excluding existing and proposed public ROW's)
3. Description per tax records: NE 1/4 NW 1/4, SEC 32 T6N R12W, CITY OF WYOMING, MICHIGAN.
4. Mapping:
   a. Boundaries are based on available records.
   b. 2' interval existing ground contours and topographic features based on available county GIS data.
   c. Existing utilities are based on available as-built records.
   d. This site is not within a F.E.M.A. Flood Hazard Zone.
3. Existing Zoning: ER - Estate Residential
4. Proposed Zoning: PUD-4
5. Proposed Housing Mix:

Single Family Lots:	
- 50' wide lots	48
- 70' wide lots	35
Townhouses:	
- Rear-load Townhomes:	
(7) 6-unit buildings	
(1) 8-unit building	50 units
- Front-load Townhomes:	
(1) 2-unit building	
(6) 4-unit buildings	
(8) 6-unit buildings	74 units
Total Dwelling Units:	207 units
Overall Density:	207 units/38.1 acres = 5.43 units/acre

6. Proposed Regulations:
   50' wide Single Family Lot Regulations:
   - Lot Area 5400 sqft
   - Lot Width 50' measured at setback
   - Front Setback 30' to front of garage* (Lots 5-8, 19-22 & 41-45)
     25' to front of garage* (all other lots)
     (6' secondary front for corner lot)
   - Side Setback 6' (12' total)
   - Rear Setback 25' **

   * Other architectural features may encroach into front setback by up to 6'
   **Decks, Patios, and Michigan Rooms may encroach into rear setback.

   70' wide Single Family Lot Regulations:
   - Lot Area 8000 sqft
   - Lot Width 70' measured at setback
   - Front Setback 35' to front of garage*
     (9' secondary front for corner lot)
   - Side Setback 7' (14' total)
   - Rear Setback 30' **

   * Other architectural features may encroach into front setback by up to 6'
   ** Decks, Patios, and Michigan Rooms may encroach into rear setback.

   Rear-load Townhouse:
   - Building to public ROW 10'
   - Garage to edge of pavement 24'
   - Building to building 16'

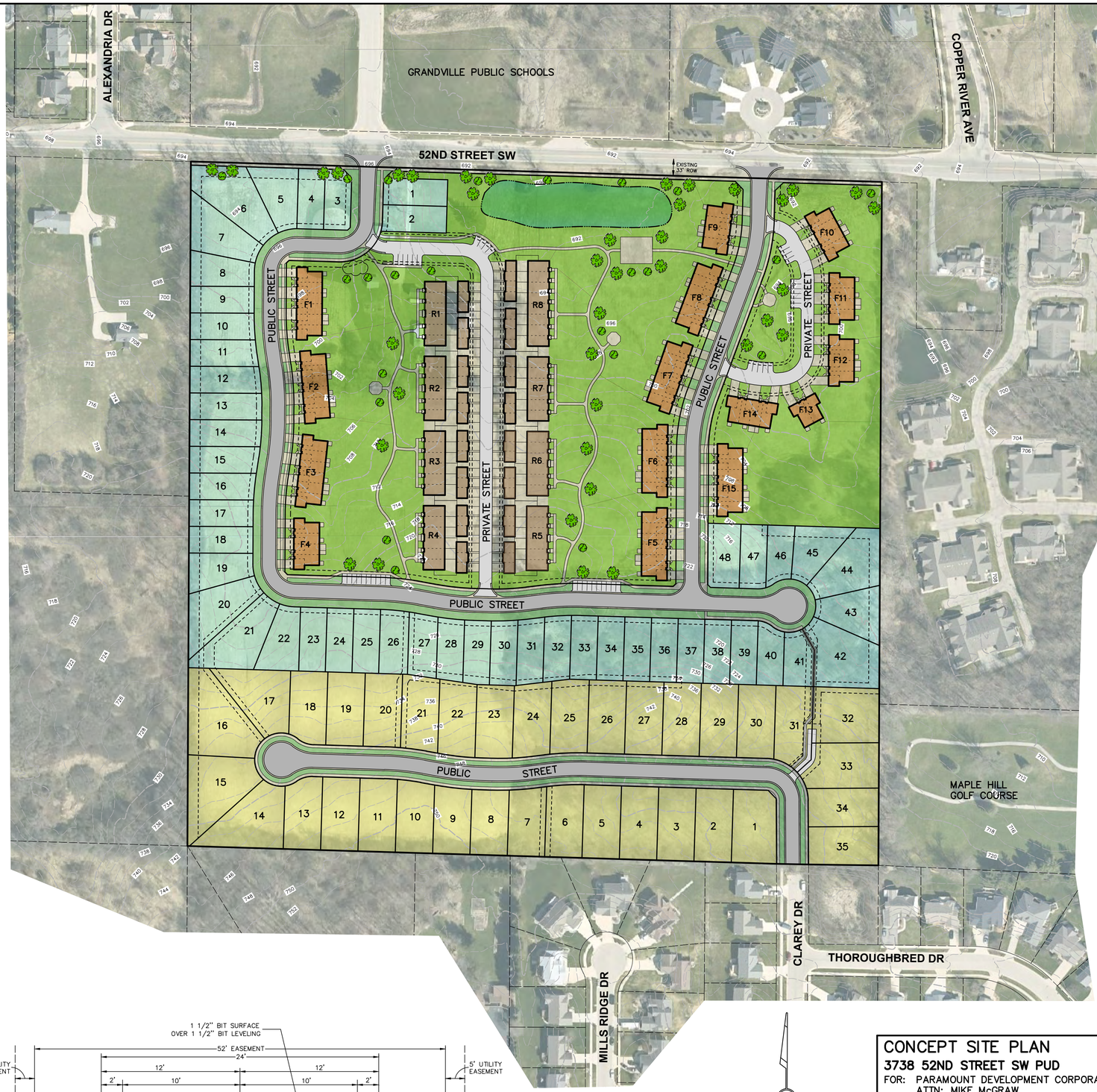
   Front-load Townhouse:
   - Side of building to public ROW or 5' sidewalk 5'
   - Building to 52nd Street ROW/PUD Boundary 30' *
   - Garage to edge of pavement (no sidewalk) 28'
   - Garage to edge of 5' sidewalk 25'
   - Building to building 16'

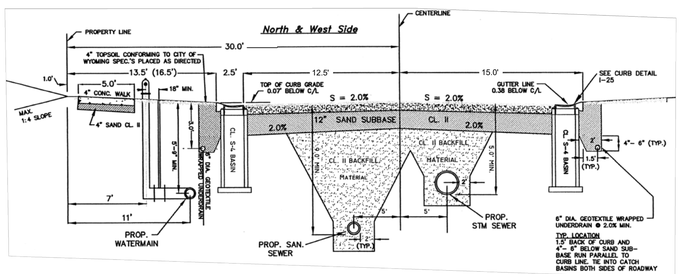
   * Decks, Patios, and Michigan Rooms may encroach into setback.
7. Proposed Improvements
   a. Public Streets - City of Wyoming standards with width exception. (3820' total)
   b. Private Street - per detail provided. (1250' total)
   c. Sidewalk shall be installed as shown on plan. (9770' total)
   d. Utilities - municipal water and sanitary sewer, buried power, communications, and natural gas.
   e. Drainage - Detention and storm sewer design will conform to City of Wyoming standards. Detention will be provided in an existing regional pond.
   f. Maintenance of private streets and open areas in perpetuity by mandatory association of benefiting properties.
   g. Construction will conform to all state and local codes, including but not limited to: Soil Erosion and Sedimentation Control, National Pollutant Discharge Elimination Systems, EGLE protection of regulated areas.
   h. Final lighting, signage, and landscaping plans to be designed by others and shall conform to City of Wyoming ordinances.
   i. Existing house and buildings will be demolished prior to construction.
8. Parking:
   Proposed additional guest parking spaces: 45 (9' x 18' spaces)
9. Landscaping:
   Street trees to be planted along 52nd Street per Sec. 90-328.
10. Open Space Calculation: Total area = 37.9 acres (excluding proposed 52nd Street ROW)

50' Wide Single Family Lots:	10.6 acres
70' Wide Single Family Lots:	9.8 acres
Rear-load Townhomes:	4.0 acres
Front-load Townhomes:	5.6 acres
Open Space:	7.9 acres (20.8% of total)

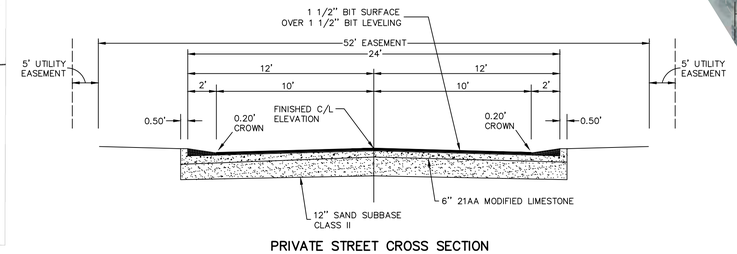
LEGEND

- = PROPOSED GREENSPACE
- = PROPOSED R.O.W. GREENSPACE
- = PROPOSED 50' WIDE SINGLE FAMILY LOTS
- = PROPOSED 70' WIDE SINGLE FAMILY LOTS
- R# = PROPOSED REAR-LOAD TOWNHOME
- F# = PROPOSED FRONT-LOAD TOWNHOME

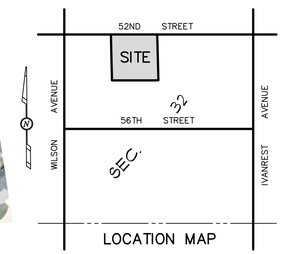


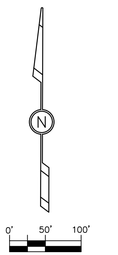


PUBLIC STREET CROSS SECTION



PRIVATE STREET CROSS SECTION





SCALE: 1" = 100'

CONCEPT SITE PLAN

3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE McGRAW
1188 EAST PARIS AVENUE SE; SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

DATE	REVISION	BY

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: JDR	PROJ. ENG.: JSV	SHEET
APPROVED BY: JSV	PROJ. SURV.: -	1 of 2
FILE NO.: 251185E	DATE: 05/14/25	

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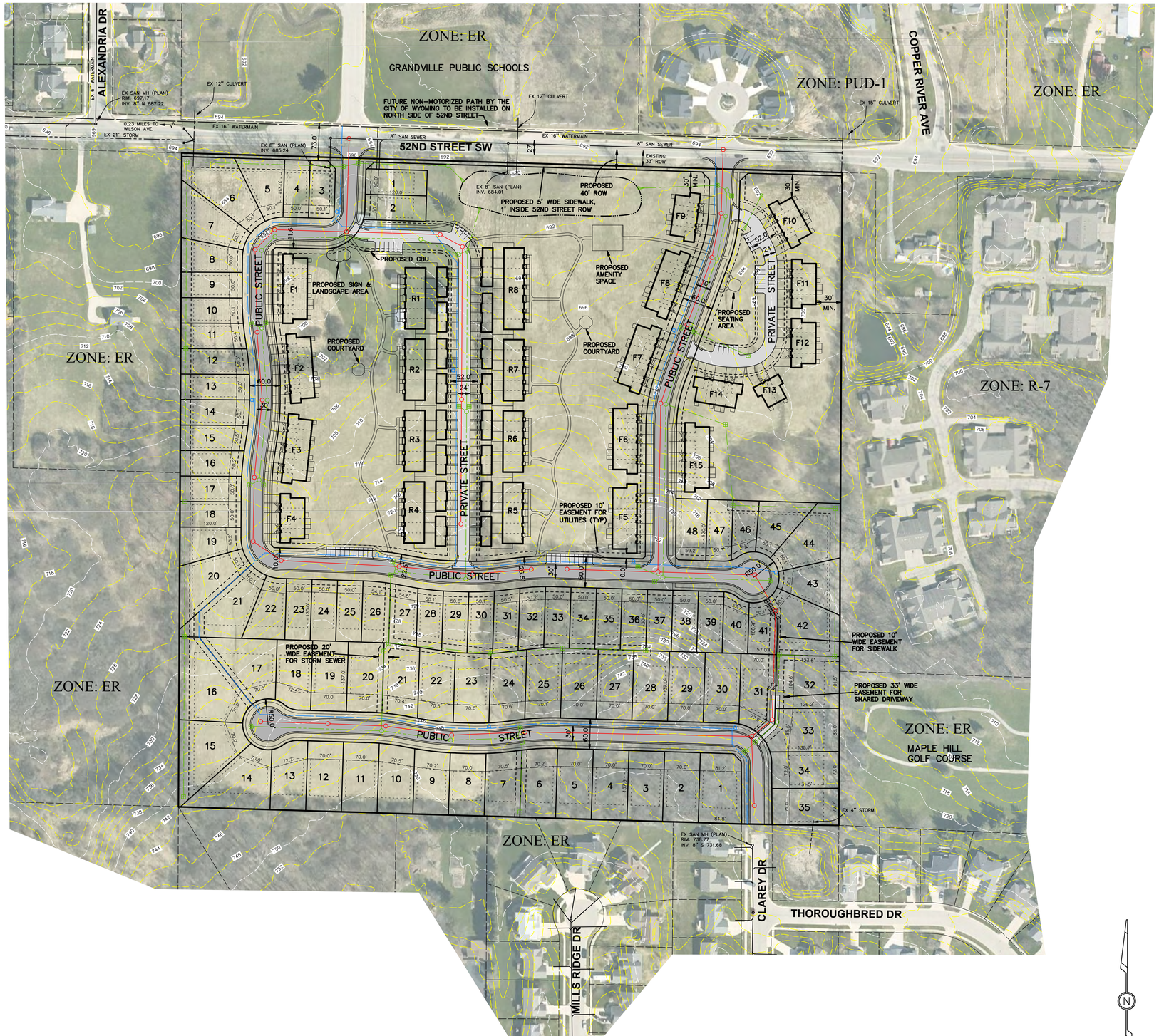

ALL UTILITIES ARE SHOWN CONCEPTUALLY

LEGEND

- = EXISTING STORM SEWER
- = EXISTING SANITARY SEWER
- = EXISTING WATERMAIN
- = PROPOSED STORM SEWER
- = PROPOSED 8" SANITARY SEWER
- = PROPOSED WATERMAIN

0' 50' 100'

2' CONTOUR INTERVAL

SCALE: 1" = 100'

CONCEPT LAYOUT AND UTILITY PLAN

3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE McGRAW
1188 EAST PARIS AVENUE SE; SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

DATE	REVISION	BY

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Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: JDR	PROJ. ENG.: JSV	SHEET
APPROVED BY: JSV	PROJ. SURV.: -	2 of 2
FILE NO.: 251185E	DATE: 05/14/25	

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Eastbrook HOMES

3738 52nd Street SW

Preliminary PUD-4

616-226-3891 | EastbrookHomes.com

Eastbrook HOMES

Architectural Pattern Book

3738 52nd Street SW

616-226-3891 | EastbrookHomes.com

70-Foot Lots Featuring Americana and Designer Series

3307

Balsam

Balsam

Americana Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

EastbrookHOMES EastbrookHomes.com | concierge@eastbrookhomes.com | 616-455-0200 | 1188 East Paris Ave SE, Ste 100, Grand Rapids, MI 49546

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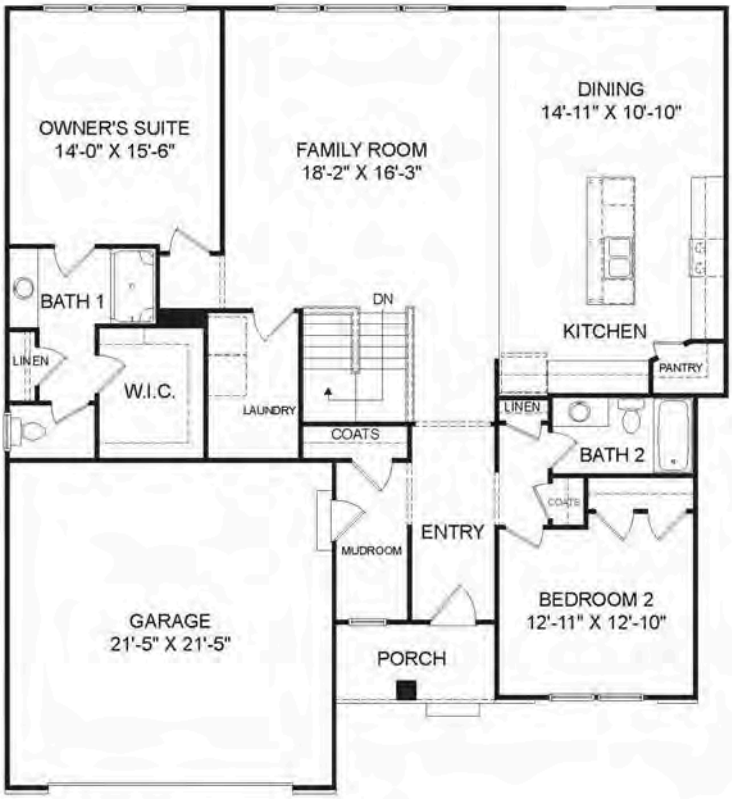
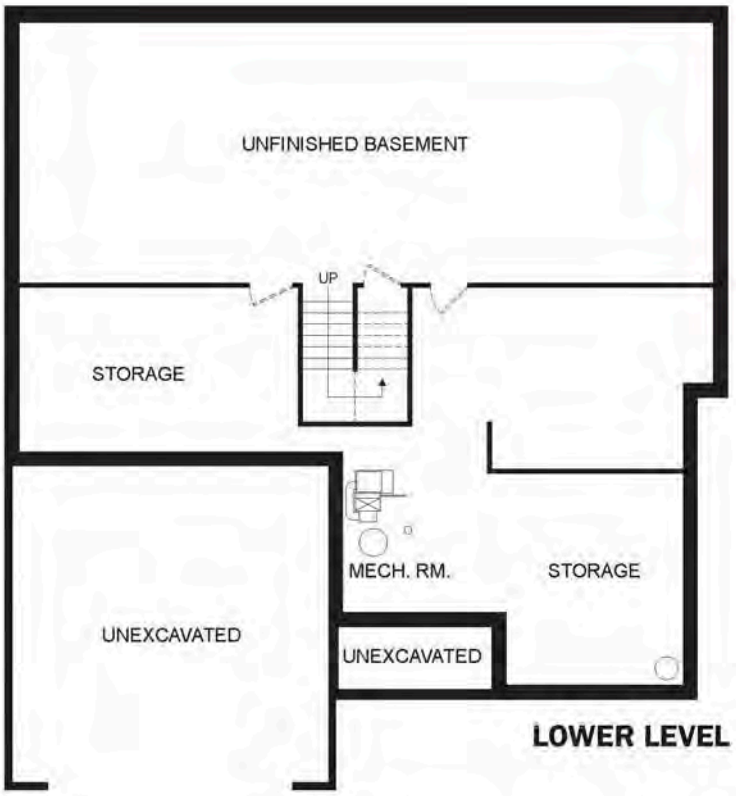
8.19.2021

Balsam

Americana Series



FIRST FLOOR
9' CEILING HT.



LOWER LEVEL

DIMENSIONS
48'W x 52'D
1773 SF TOTAL

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Grayson

Grayson

Hometown Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

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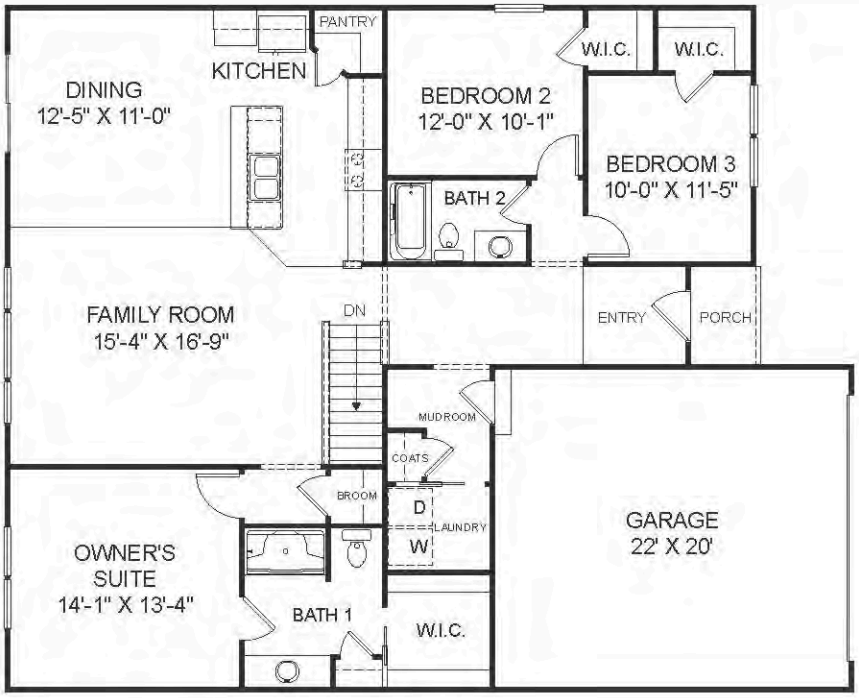
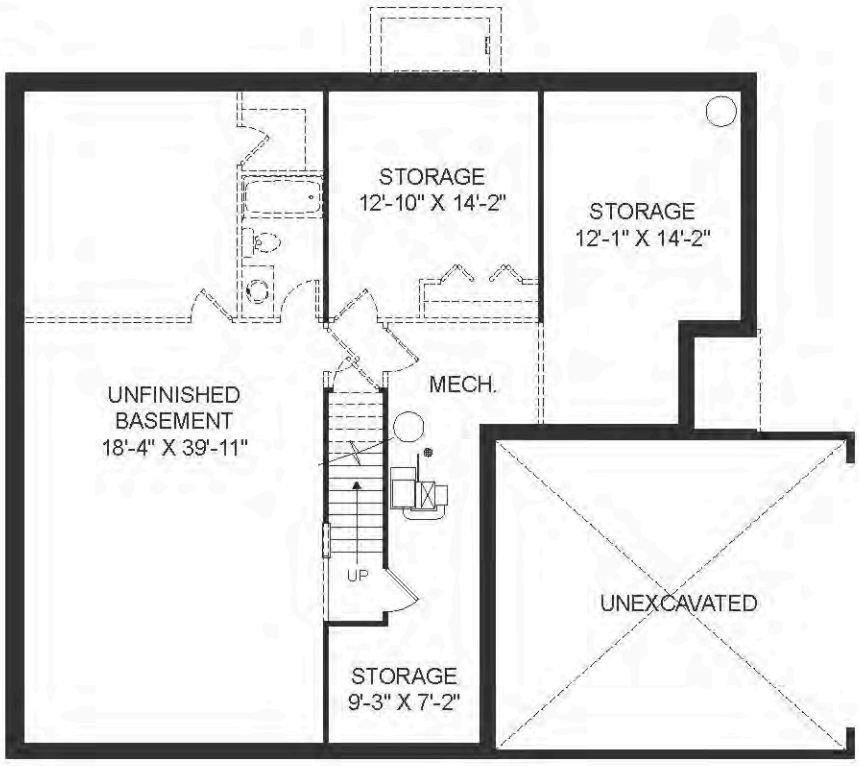
Grayson

Americana Series



FIRST FLOOR
9' CEILING HT.
DIMENSIONS
42' X 52'
1592 SF TOTAL



LOWER LEVEL

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01.27.2025

Marley

Marley

Americana Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

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Marley

Americana Series

SECOND FLOOR

FLOOR PLAN
8' CEILING HT.
DIMENSIONS
46'W x 50'D
1943 SF TOTAL

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03.13.2025

Newport

Newport

Designer Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

Elevation 'F'

Elevation 'G'

Elevation 'J'

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Newport

Designer Series

FIRST FLOOR
9' CEILING HT.
DIMENSIONS
42'W x 44'D
2478 SF TOTAL

SECOND FLOOR

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01.28.2025

Preston

Preston

Americana Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

Elevation 'F'

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Preston

Americana Series

FIRST FLOOR
8' CEILING HT.

SECOND FLOOR

DIMENSIONS
40'W x 40'D
2344 SF TOTAL

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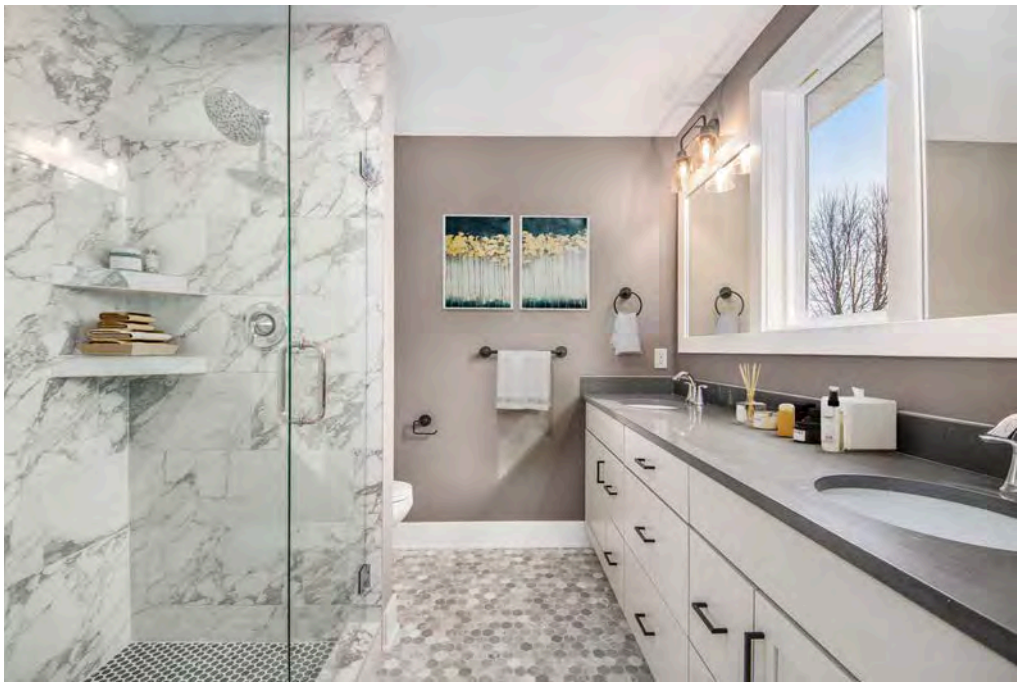
01.04.2024

50-Foot Lots Featuring Hometown Series

1361

Rowen



Rowen

Hometown Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'K'
(4 Bedroom Option)

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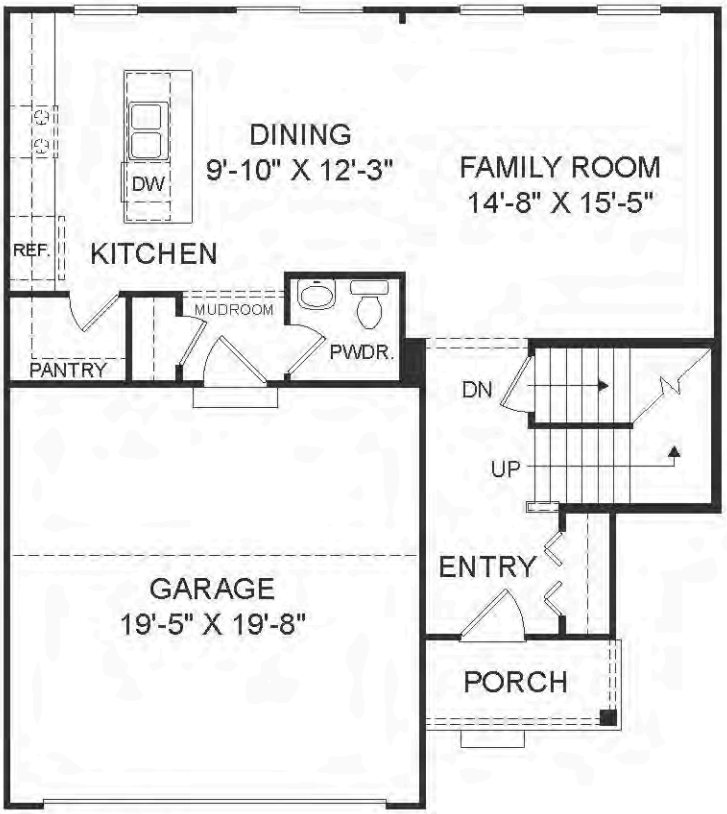
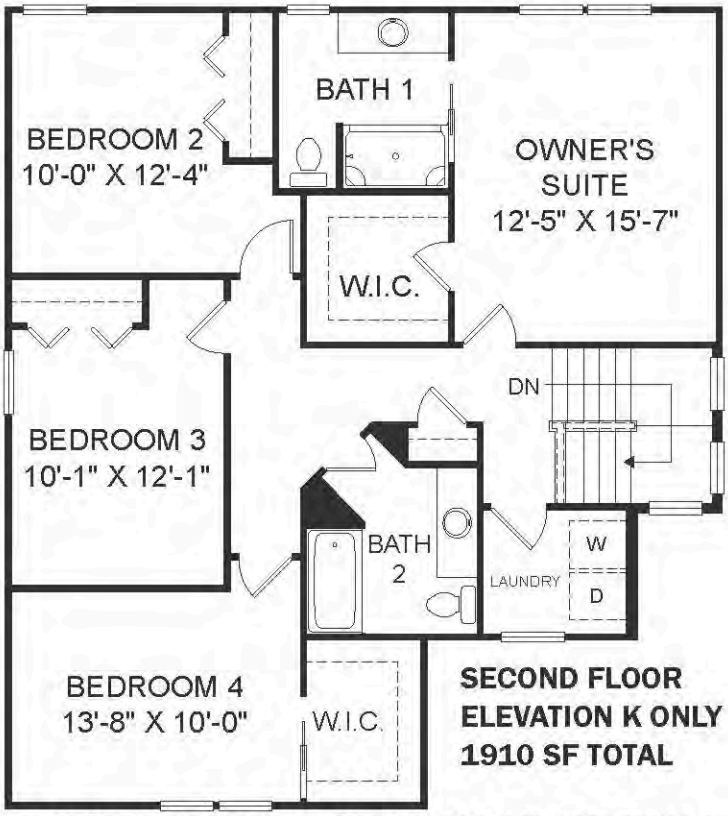
Rowen

Hometown Series



FLOOR PLAN
8' CEILING HT.
DIMENSIONS
34'W x 38'D
1665 SF TOTAL

SECOND FLOOR
ELEVATIONS A-D



SECOND FLOOR
ELEVATION K ONLY
1910 SF TOTAL

MAY NOT BE COMBINED WITH 9' MAIN FLOOR OPTION

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01.28.2025

Taylor

Taylor

Hometown Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

Elevation 'F'

Elevation 'G'

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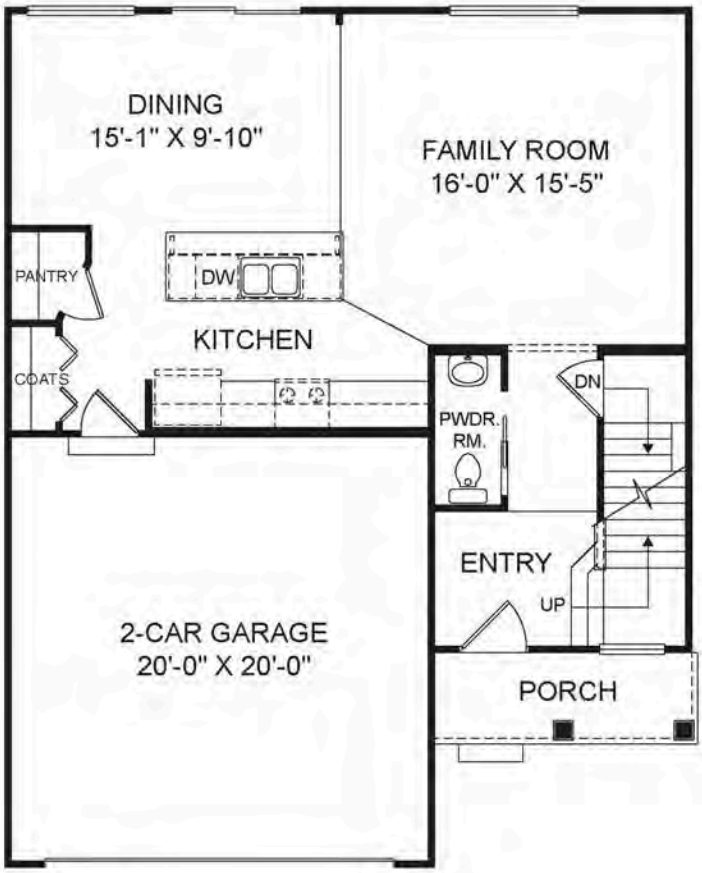
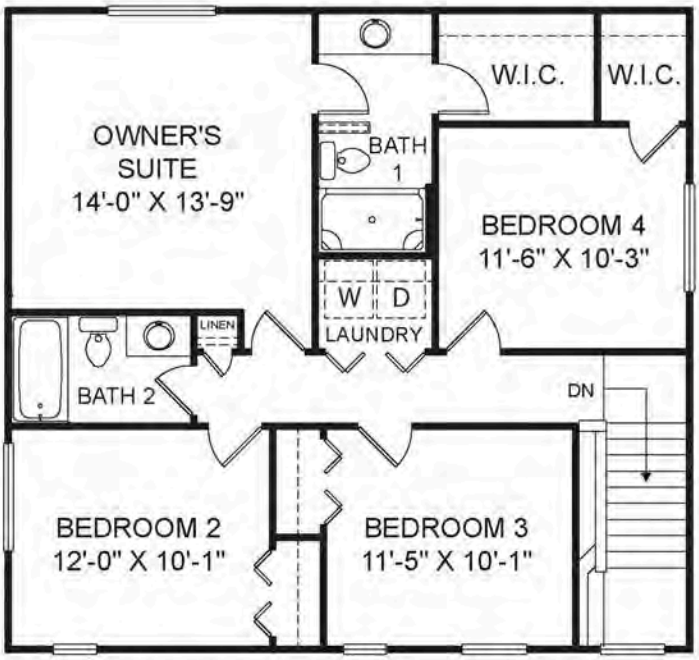
Taylor

Hometown Series



FIRST FLOOR
8' CEILING HT.



SECOND FLOOR

DIMENSIONS
32'W x 40'D
1720 SF TOTAL

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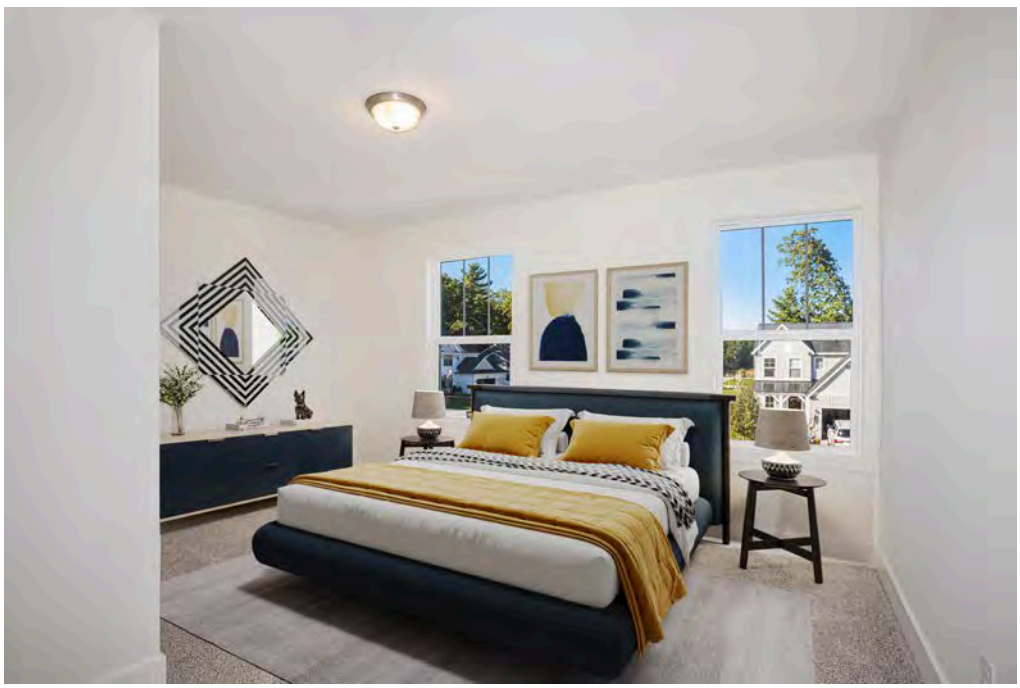
01.24.2024

Stockton



Stockton

Hometown Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

Elevation 'E'

Elevation 'F'

Elevation 'G'

Elevation 'H'

Elevation 'J'

Elevation 'K'

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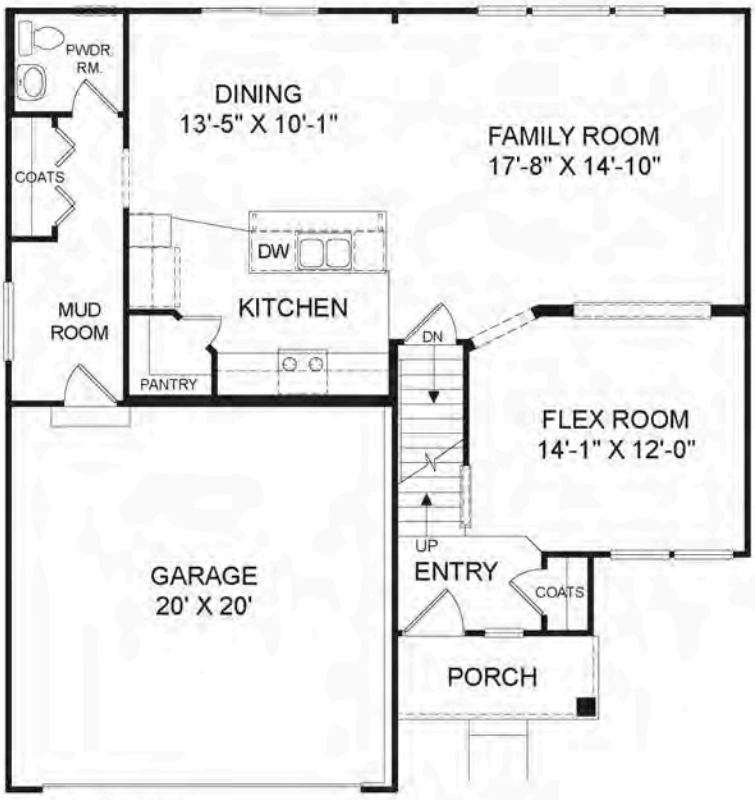
5.2.2022

Stockton

Hometown Series

SECOND FLOOR



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
38'W x 40'D
2008 SF TOTAL

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5.2.2022

Amber

Hometown Series

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

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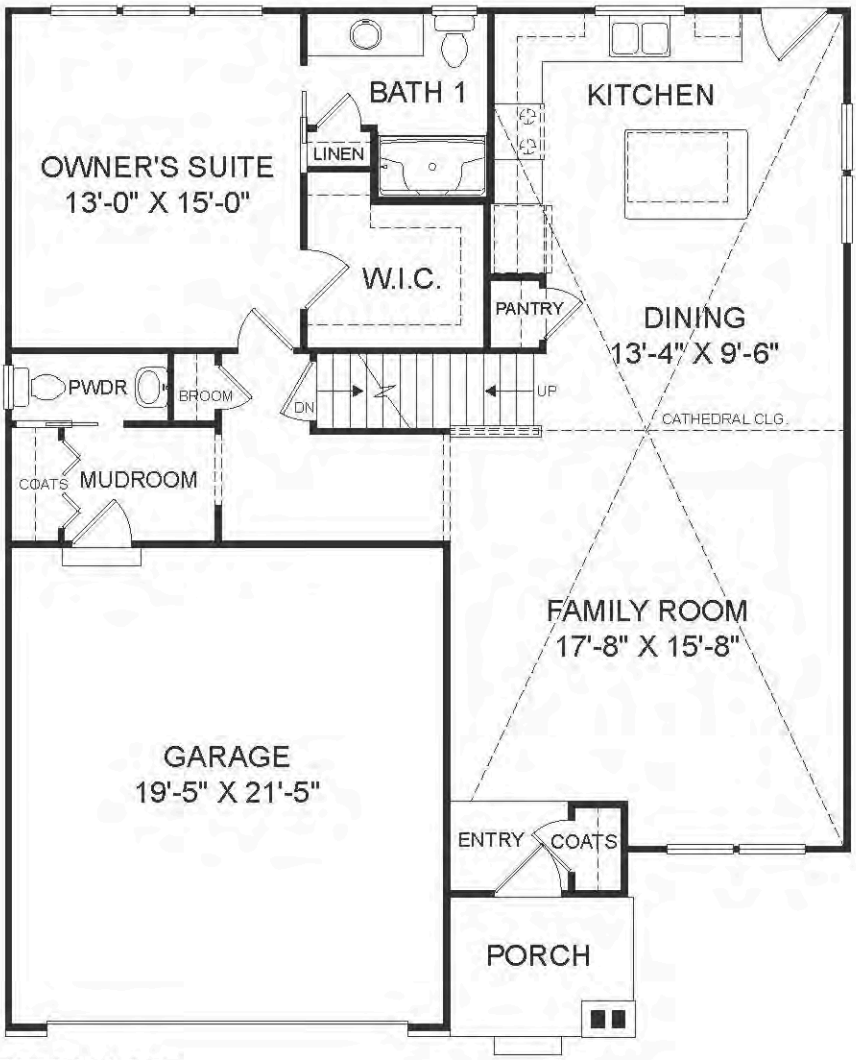
02.18.2025

Amber

Hometown Series



FIRST FLOOR
9' CEILING HT.

DIMENSIONS
38'W x 46'D

1860 SF TOTAL

SECOND FLOOR

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02.18.2025

Two-Story Front Loaded Townhomes Featuring Parkside Series

8917

Cass

The Cass

Townhome Series

Elevation Cook's Crossing #2 & #8

Elevation Cook's Crossing #4

Elevation Cook's Crossing #6

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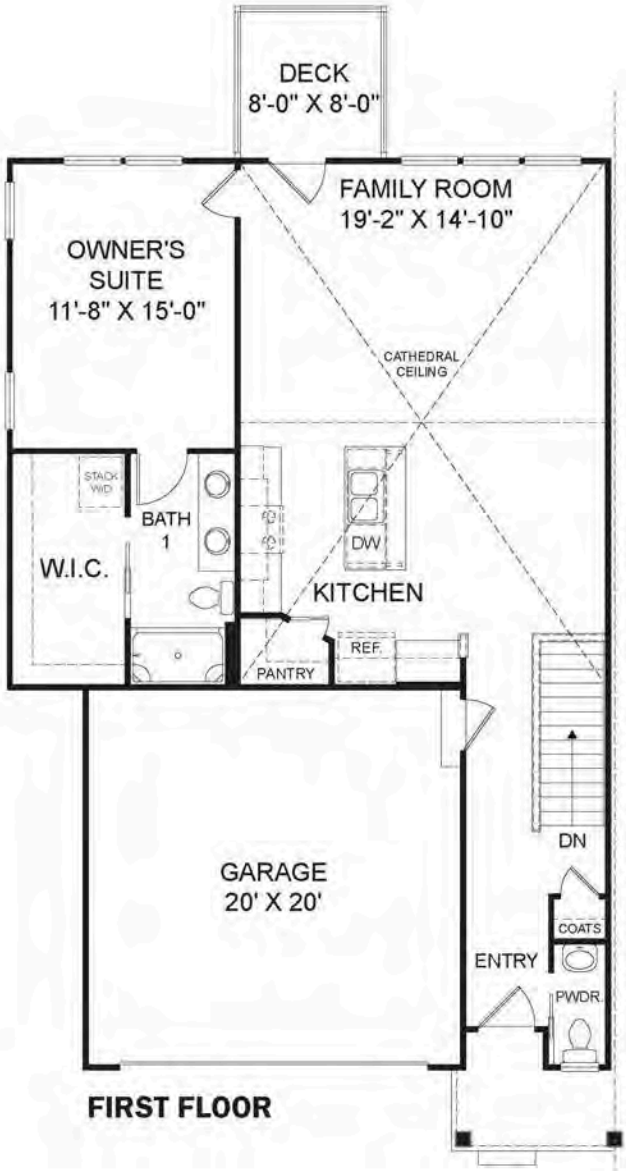
08.24.2023

The Cass

Townhome Series

End Condo



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08.24.2023

Carter

The Carter

Parkside Series

Elevation Cook's Crossing

Elevation Walnut Ridge

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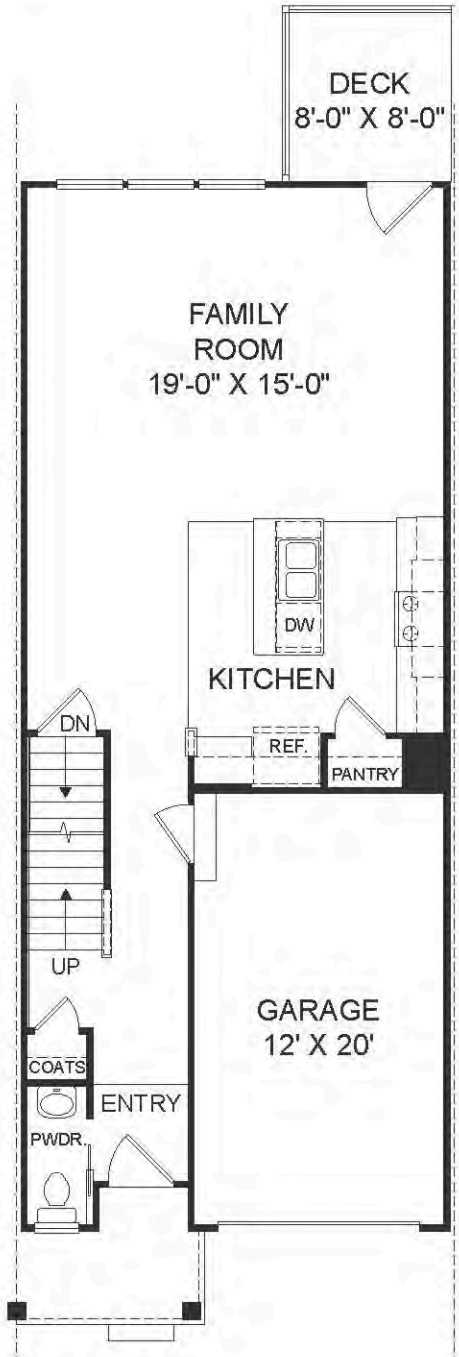
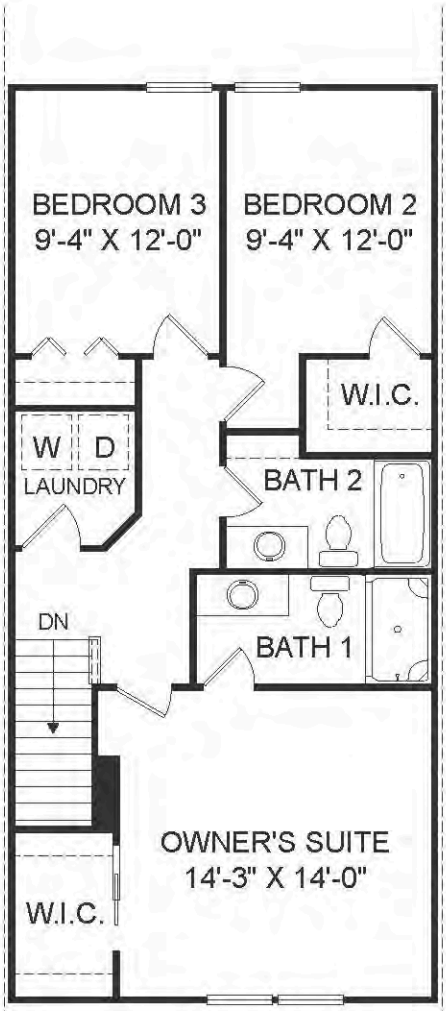
The Carter

Parkside Series

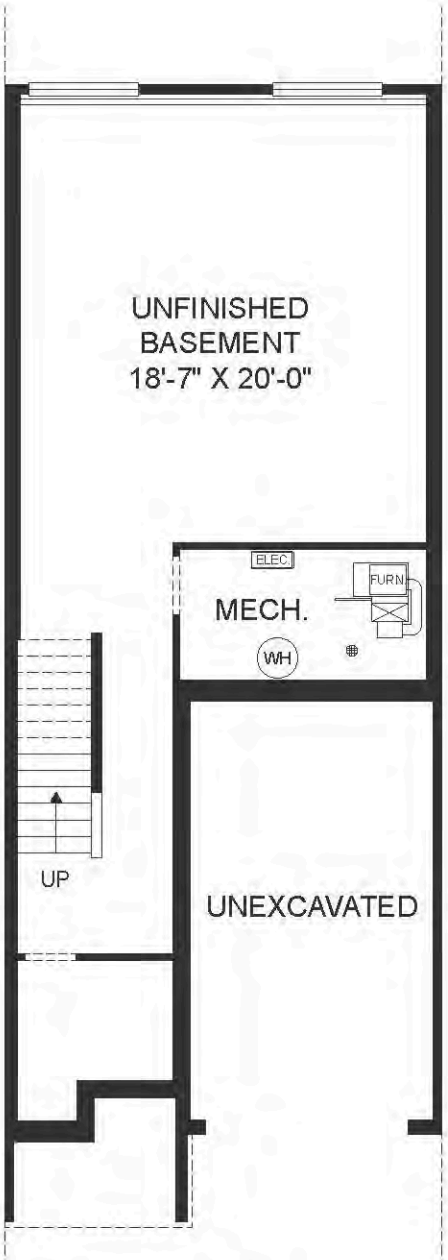
Middle Unit



FIRST FLOOR



SECOND FLOOR



LOWER LEVEL

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02.13.2025

Lois

The Lois

Parkside Series

Elevation Lowing Woods

Elevation Walnut Ridge

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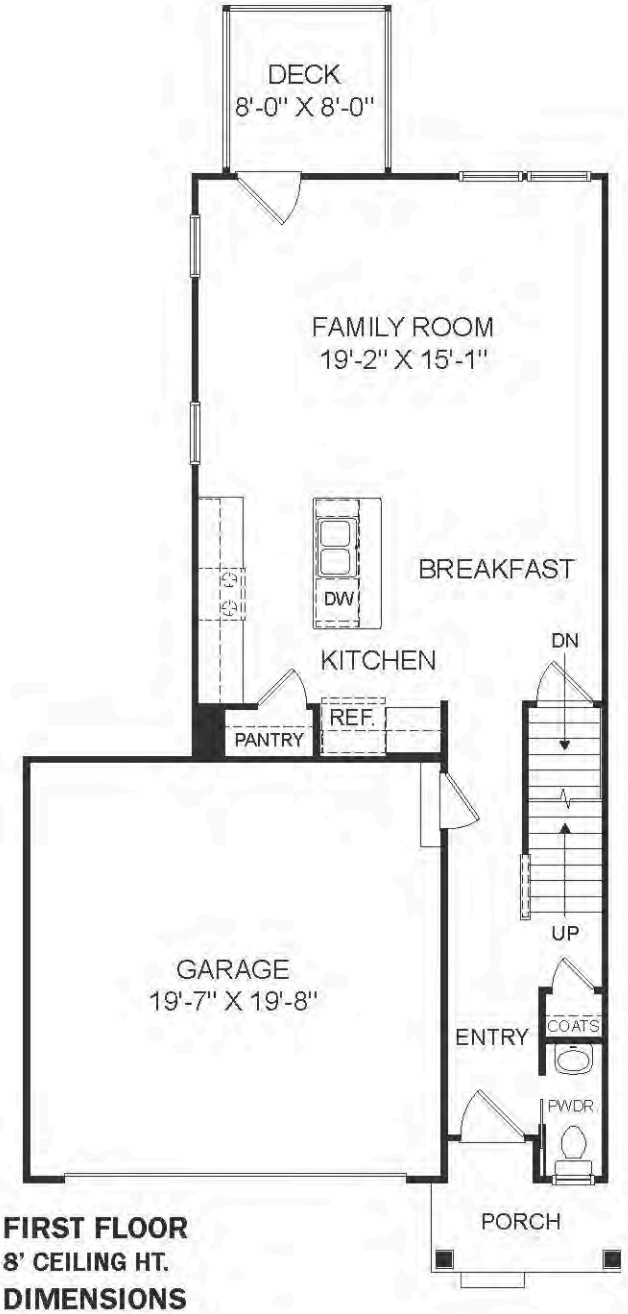
01.28.2025

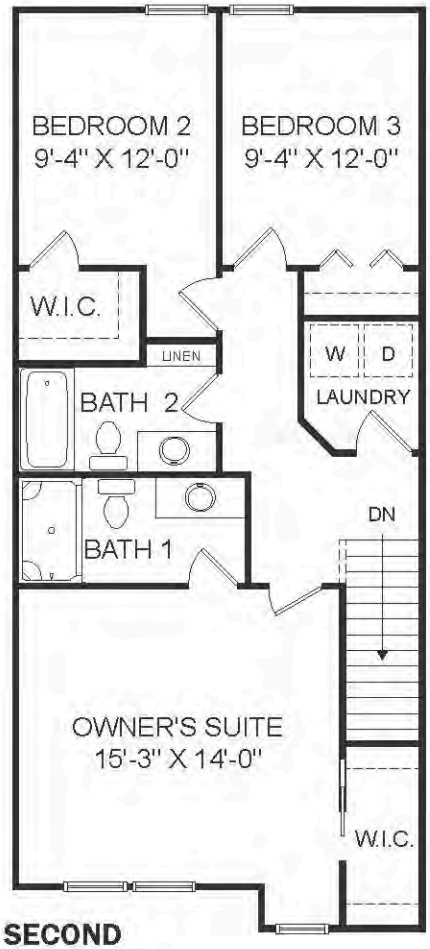
The Lois

Parkside Series

END UNIT



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR DIMENSIONS
20'W x 42'D

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Lancer

The Lancer

Townhome Series

Elevation Lowing Woods

Elevation Walnut Ridge

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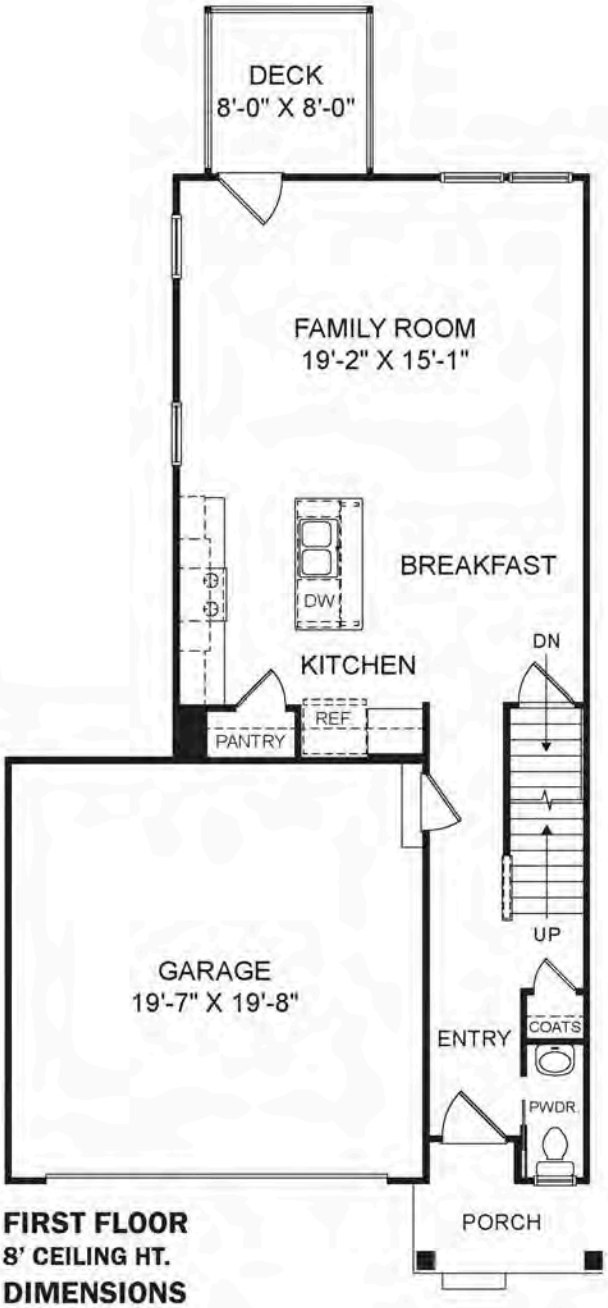
02.22.2023

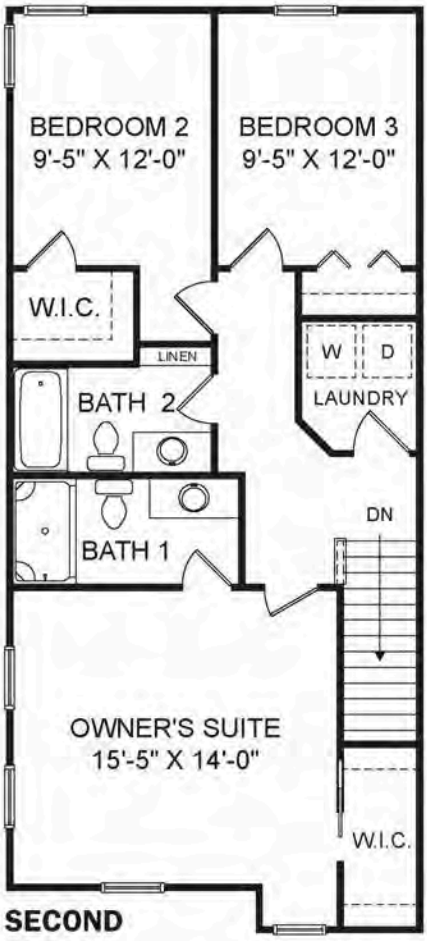
The Lancer

Townhome Series

End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR DIMENSIONS
20'W x 42'D

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Two-Story Rear Loaded Townhomes Featuring Parkside Series

Thayer

The Thayer

Townhome Series

Elevation Town Square

Elevation Cook's Crossing

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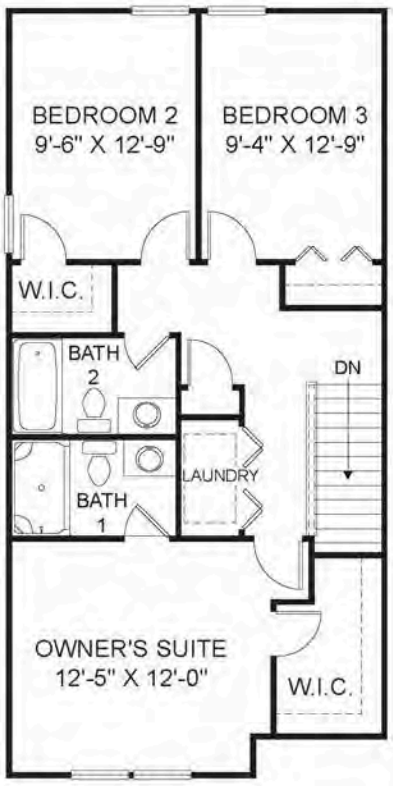
11.18.2022

The Thayer

Townhome Series

End Condo

FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 40'D
1525 SF TOTAL



SECOND FLOOR

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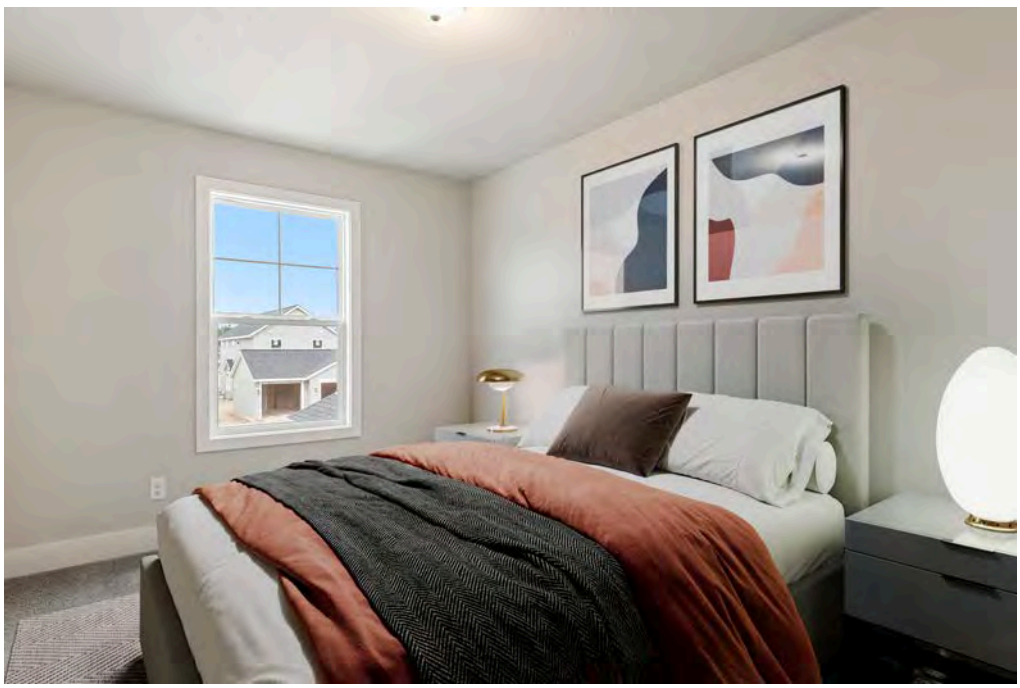
11.18.2022

Turk



The Turk

Parkside Series

Elevation

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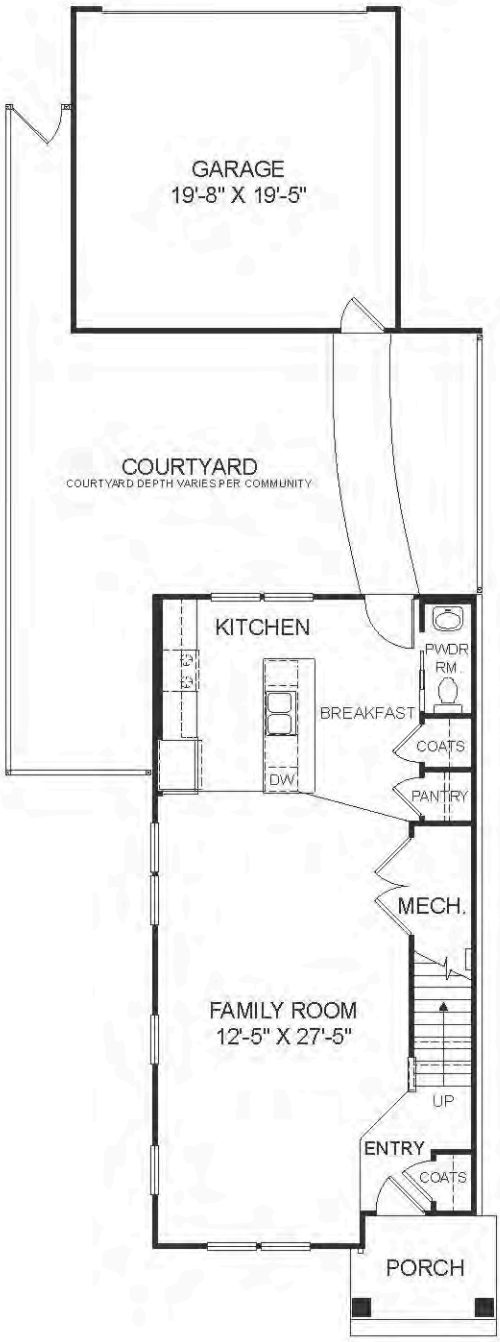
01.28.2025

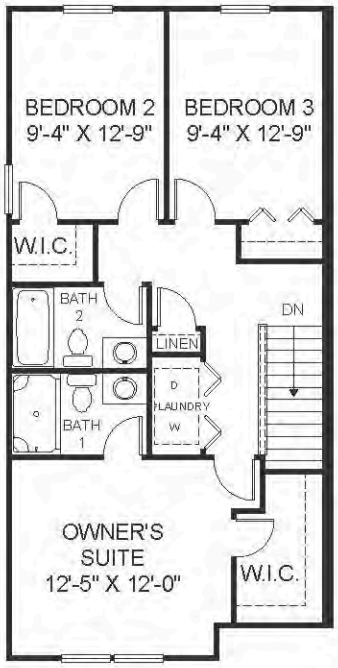
The Turk

Parkside Series

End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 40'D
1525 SF TOTAL



SECOND FLOOR

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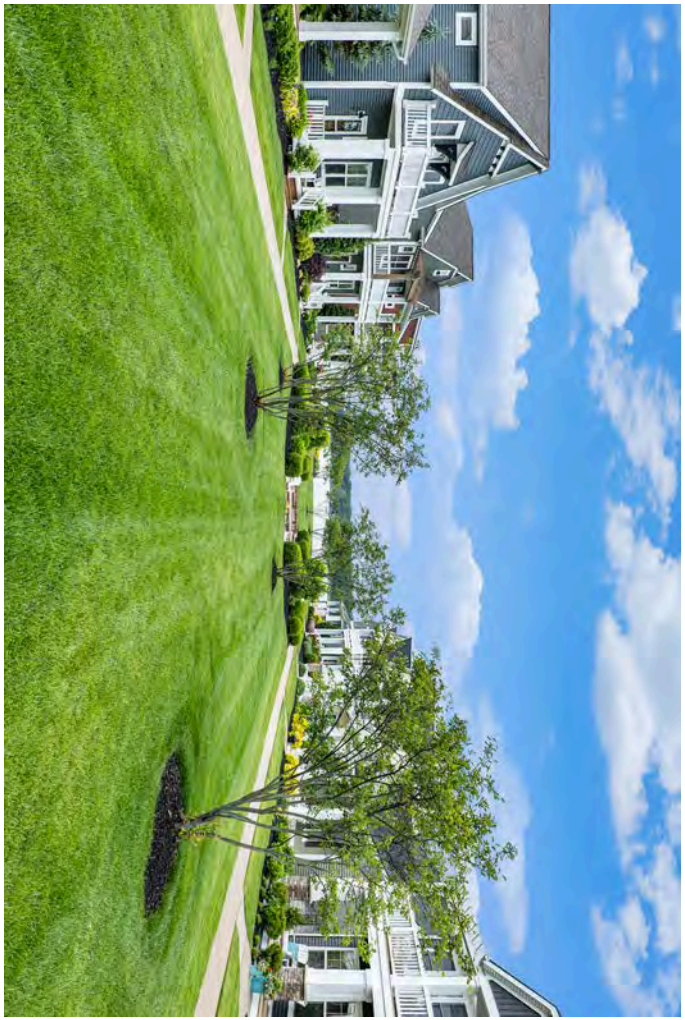
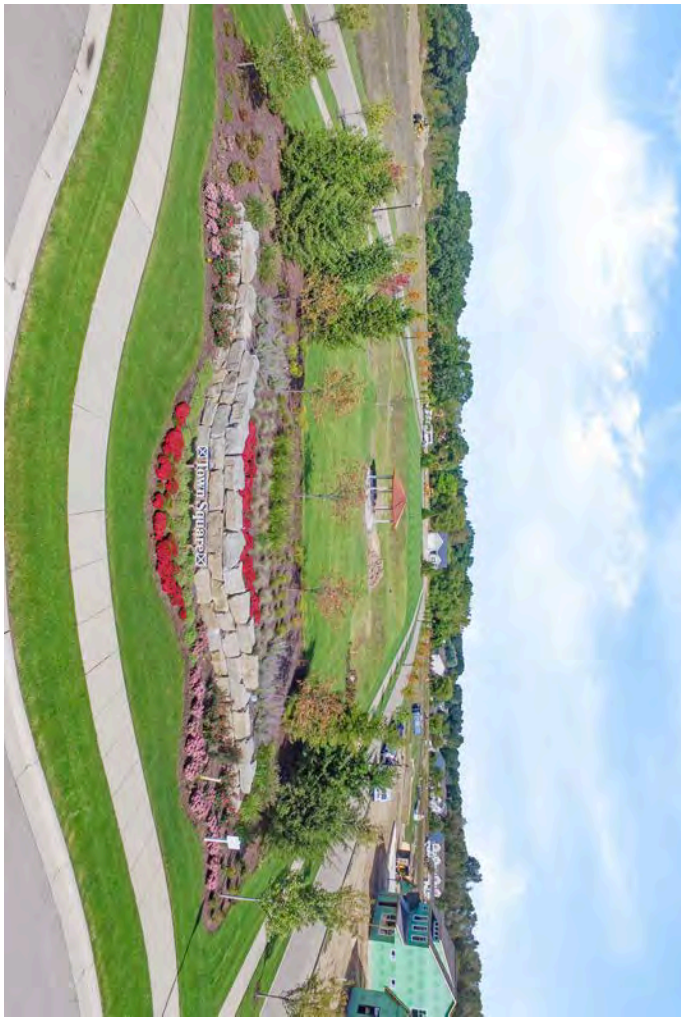
01.28.2025

Common Spaces

Common Spaces





Common Spaces

FIRST DRAFT

Salmon Platted Community

DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS

THIS DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the ____ day of _____ 2025 by Paramount Development Corporation, a Michigan domestic limited liability company, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Paramount Development Corporation is developing certain property in the City of Wyoming, Kent County, Michigan, legally described on the attached Exhibit A, to be known as the Salmon Platted Community. The Salmon Platted Community will be platted for single family homes pursuant to the appropriate recorded plat.

WHEREAS, the first plat of the Salmon Platted Community was recorded with the Kent County Register of Deeds on _____ , 2025 in Instrument No. _____.

WHEREAS, Developer is developing the Salmon Platted Community plat in platted phases, all plats to be known as the Salmon Platted Community followed by the appropriate plat number (collectively referred to as the Salmon Platted Community), which lot owners will use and benefit from the same entry areas, common areas and amenities at such time as the subsequent plat(s) are recorded with the Kent County Register of Deeds; and

WHEREAS, this area may be expanded or contracted by Developer at any time and without any limitations. Only properties developed by Paramount Development Corporation, its successors or assigns, within the above described boundaries may use the name of the Salmon Platted Community; and

WHEREAS, it is required that each owner or purchaser of a lot in the Salmon Platted Community becomes and remains a member of the Salmon Platted Community Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Salmon Platted Community subdivision, and is required to contribute to the maintenance of the common area property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in the Salmon Platted Community, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the

purchasers of lots the use of the property for attractive residential purposes and to preserve the general character of the neighborhood; and

NOW, THEREFORE, the platted lots in said the Salmon Platted Community shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

A. USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the City of Wyoming Zoning Ordinance concerning home occupations.

2. Common Areas. The Salmon Platted Community includes common areas which shall be maintained by the Association. The common areas shall be used only by the Developer, the lot owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon 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 or the construction of any structure, unless approval thereof is obtained by a variance from the City of Wyoming. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of City of Wyoming or any other governmental entity with jurisdiction.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot or unit in the Salmon Platted Community development.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.

6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

Following the development and sales periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives or appointees shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other internals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the side walls of the residence constructed on a lot.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the following criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than ten feet from the property line and shall be suitably landscaped.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project.

11. Pools and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment. Pools shall be suitably maintained. Swimming pools shall meet the

requirements of the City of Wyoming. Fencing around pools is permitted to meet city requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within nine (9) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state. Due to the lake and pond located in the project only phosphorous free fertilizers may be used on lawns to protect the water quality.

Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner of the lot. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property.

13. Satellite Dish.

a. All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

b. All satellite dishes shall be placed in the rear yard (i.e. between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front or side yard unless the criteria stated herein cannot be met due to the required line of site with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

f. The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

14. Sidewalks. In accordance with a requirement of the City of Wyoming, lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate governmental authority to seek enforcement measures.

15. Mailboxes. Cluster mailboxes are required by the United States Postal Service. The boxes will be maintained by the Association.

16. Nuisances. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws". Any lot owner who believes that a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business.

No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or common area.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Landscape Area Irrigation. Irrigation for the landscaping may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located

in the landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars ($150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs. No signs or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or common areas that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Salmon Platted Community development.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Kent County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.

B. THE SALMON PLATTED COMMUNITY PROPERTY OWNERS' ASSOCIATION

1. Organization. The Developer has created the Salmon Platted Community Property Owners' Association, a Michigan non-profit corporation (the "Association"), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots and condominium units in said the Salmon Platted Community are hereby obligated to become and remain members of the Salmon Platted Community Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the common areas, parks, entry areas, private roads and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the parcel owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the parcel affected. The obligation may be enforced by the Developer, any owner of a lot or unit in the Salmon Platted Community or by the Property Owners Association. Paramount Development Corporation, Eastbrook Homes, Inc., or its assigns, shall not be obligated to pay dues on any lots except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

C. RESERVED RIGHTS OF DEVELOPER

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Easements Reserved by Developer. The Developer reserves easements over the project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend and use all roadways, drives,

walkways and bike paths located within the project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways and bike paths that Developer desires to construct at any time in the future, over any property within the project (the "Access Easements").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the project and the public water system and the public sanitary sewer system located within the project, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances.

(c) Benefited Property. The Access Easements may provide ingress and egress rights over the project for the benefit of any real property designated by the Developer, including, without limitation, any lot, the future phases, other real property adjacent to or within the vicinity of the project and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line or utility main wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any lots, the future phases, other real property adjacent to or within the vicinity of the property, and any other real property that Developer owns or may acquire in the future.

(d) Perpetual. The Access Easements and the Utility Easements (collectively the "Developer Easements") are perpetual and non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time at the sole election of the Developer.

(e) Additional Access. The Developer also reserves the right of reasonable access over the entire project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction and to operate construction machinery and equipment within the project for the purposes of constructing, improving, repairing or replacing improvements within the Developer Easements.

(f) Assignment. The Developer may assign its rights, in whole or in part, under this section to third persons, including successor developers, lot owners, municipalities, utility providers and other persons, without limit. The Developer Easements reserved in this section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any lot owner and may execute any instrument under this power of attorney on behalf of the Association or the lot owner. No third party may claim any rights under this section unless the third party receives a written assignment of rights under this section from the Developer. The Association has no rights under this section. The Developer has

no duty to contribute or to cause others to contribute in any way to the Association or to any lot owner on account of the exercise of the rights reserved under this section. The Developer has no duty to exercise any of the rights it has reserved under this section.

D. DRAINAGE AND DETENTION AREAS

1. Drainage. Some of the lots in the project are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the project. No development, grading or construction is permitted within 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. Each lot owner will be responsible for maintaining the drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Detention Ponds. The Salmon Platted Community plats include stormwater detention areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Paramount Development Corporation, Eastbrook Homes Inc., their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the detention pond areas.

E. ENFORCEMENT OF RESTRICTIONS

1. Remedies of Association. If the Association determines that any lot owner has failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(c) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

(d) Police enforcement where applicable.

(e) Filing of small claims court action in district court to seek monetary judgments.

(f) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The project shall at all limes be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the project. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the project, but not against the Association or the Developer.

4. Remedies on Breach. In addition to the remedies granted by Section E for the collection of assessments, the Association shall have the right, in the event of a violation of the Restrictions on use and occupancy imposed by this section, to enter the lot and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the lot owner of the lot will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

5. Liability. The Salmon Platted Community Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

F. AMENDMENTS BY DEVELOPER

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in the Salmon Platted Community. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots in all of the Salmon Platted Community plats.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.

PARAMOUNT DEVELOPMENT CORPORATION

By _____
Michael R. McGraw
Its Member

STATE OF MICHIGAN
COUNTY OF KENT

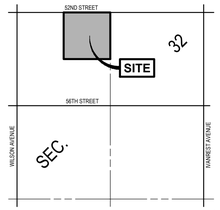
The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan domestic profit corporation, on behalf of said company.

_____
Rachel Fox
Notary Public, Ottawa County, Michigan
My Commission Expires: 10/6/2030

Prepared by and return to:
Kelly Kuiper
1188 East Paris Ave Ste 100
Grand Rapids MI 49546

EXHIBIT A

INSERT LEGAL DECRIPTION OF ENTIRE AREA FOR THE SALMON PLATTED COMMUNITY PLATS



LOCATION MAP
NOT TO SCALE

TITLE INFORMATION

The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

TITLE DESCRIPTION

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The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

SCHEDULE B - SECTION II NOTES

(12) 12. Right of way in favor of Consumers Power Company (now known as Consumers Energy), as recorded in Liber 83 Miscellaneous Records on Page 541. **The easement described in this document is a blanket easement. Route to be taken by lines of poles, wires, cables and conduits is shown on this survey.**

(13) 13. Terms, covenants, and conditions of Highway Easement Release, as recorded in Liber 2017 on Page 1017. **The easement described in this document is shown on this survey.**

SURVEYOR'S NOTES

1) ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: **An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0510D, Map Number 26081C0510D, with an Effective Date of February 23, 2023, shows this parcel to be located in Zone "X" (areas of minimal flood hazard) (subject to map scale uncertainty).**
2) ALTA TABLE "A" ITEM NO. 4 - **Gross Land Area: 1,704,919 Square Feet / 39.14 Acres**
3) ALTA TABLE "A" ITEM NO. 9 - Parking Information
No striped parking spaces
4) ALTA TABLE "A" ITEM NO. 16 - Evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork. **None observed at time of survey.**
5) ALTA TABLE "A" ITEM NO. 17 - Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. **None observed at time of survey.**
6) ALTA TABLE "A" ITEM NO. 18 - Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor. **No plottable offsite easements to be shown on survey.**
7) Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
8) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.
9) Basis of Bearing: S00°17'30"W along the North-South 1/4 line of said Section as recorded in The Villas at Rivertown, Kent County Condominium Subdivision Plan No. 804.

ZONING INFORMATION

ALTA TABLE "A" ITEM NO. 6(a) - CURRENT ZONING CLASSIFICATION

ZONING REPORT NOT PROVIDED TO SURVEYOR.

0' 50' 100' 200'
SCALE: 1" = 100'

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NOTE:
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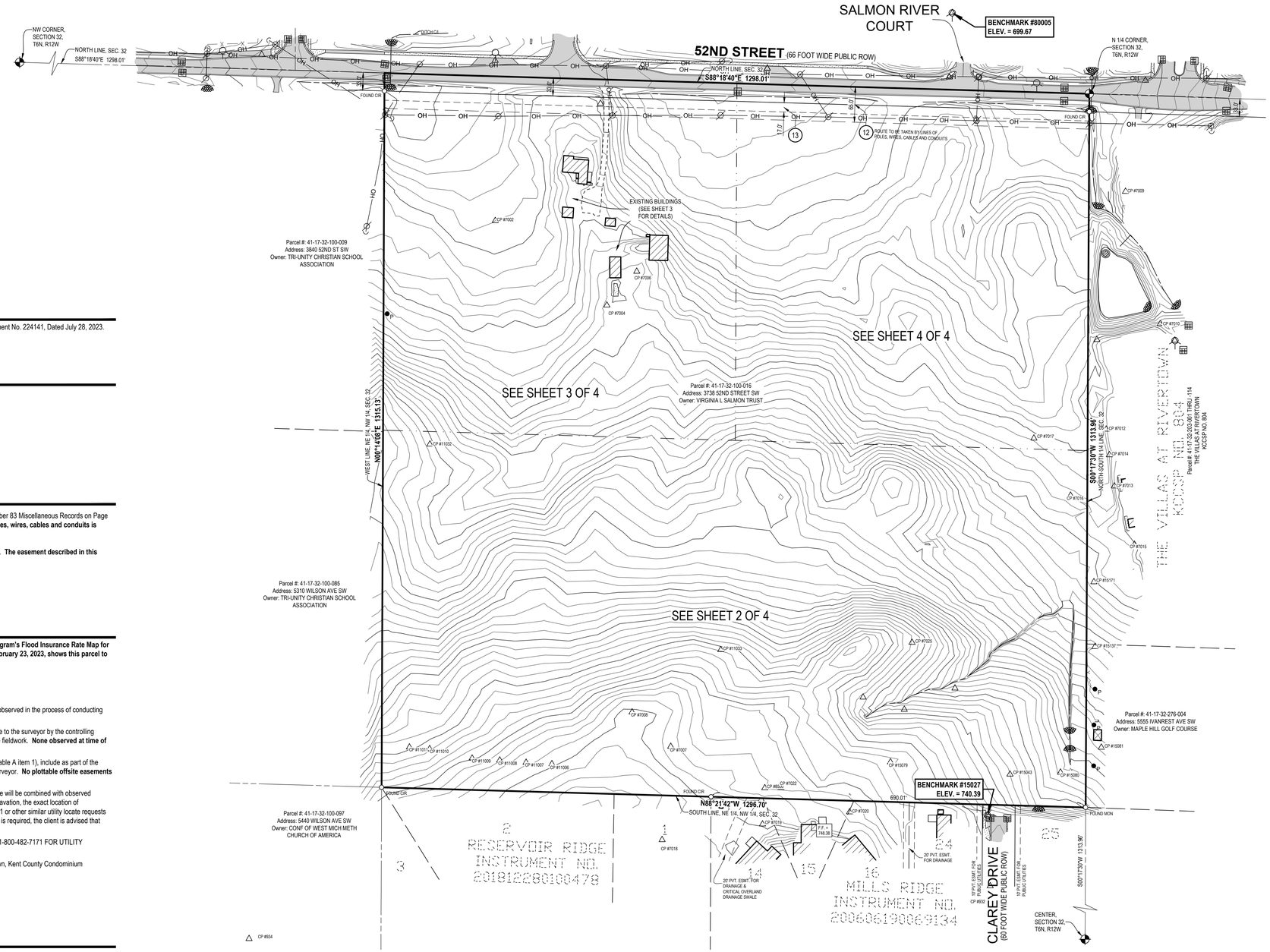
BENCHMARKS

BENCHMARK #15027 ELEV. = 740.39 (NGVD29)
Set benchmark on Northeast flange bolt on hydrant. Located 15'± West of the edge of asphalt for Clarey Drive and 0.6'± North of the extension of the north line of the existing house # 3577 Clarey Drive.

BENCHMARK #80005 ELEV. = 699.67 (NGVD29)
Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.



SURVEYOR'S CERTIFICATION

To DOMO Developmwnt LLC, a Michigan limited liability company; Sun Title Agency of Michigan, LLC and Old Republic National Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 10, 11(a), 13, 16, 17 & 18 of Table A thereof. The fieldwork was completed on September 30, 2023.

PRELIMINARY

Scott A. Hendges
Professional Surveyor No. 4001047953
Nederveld, Inc.
shendges@nederveld.com

LEGEND

- Catch Basin - Round
- Catch Basin - Square
- Control Point/ Benchmark
- Cable Riser
- Culvert
- Deciduous Tree
- Electric Meter
- Evergreen Tree
- Gas Valve
- Guy Anchor
- Handhole
- Hydrant
- Iron-Found
- Light Pole
- Mailbox
- Miss Dig Flag - Gas
- Miss Dig Flag - Water
- Manhole
- Post
- Utility Pole
- Stop Box
- Sign
- Stop Sign
- Sanitary Manhole
- Transformer
- Manhole
- Underground Fiber Marker
- Underground Gas Marker
- Water Valve
- Fence
- Gas Line
- Overhead Utility
- Storm Line
- Tree Line
- Asphalt
- Existing Building
- Concrete

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:
Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:
Drawn: VB Date: 08-21-23

REVISIONS:
Rev:
Drawn: Date:

Avis-3738 52nd Street SW

ALTA/NSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PRELIMINARY

PROJECT NO:
23400722

SHEET NO:
AL

SHEET: 1 OF 4

23400722AL.dwg VB 11/13/2023 14:01

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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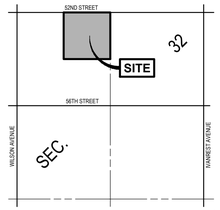

LOCATION MAP
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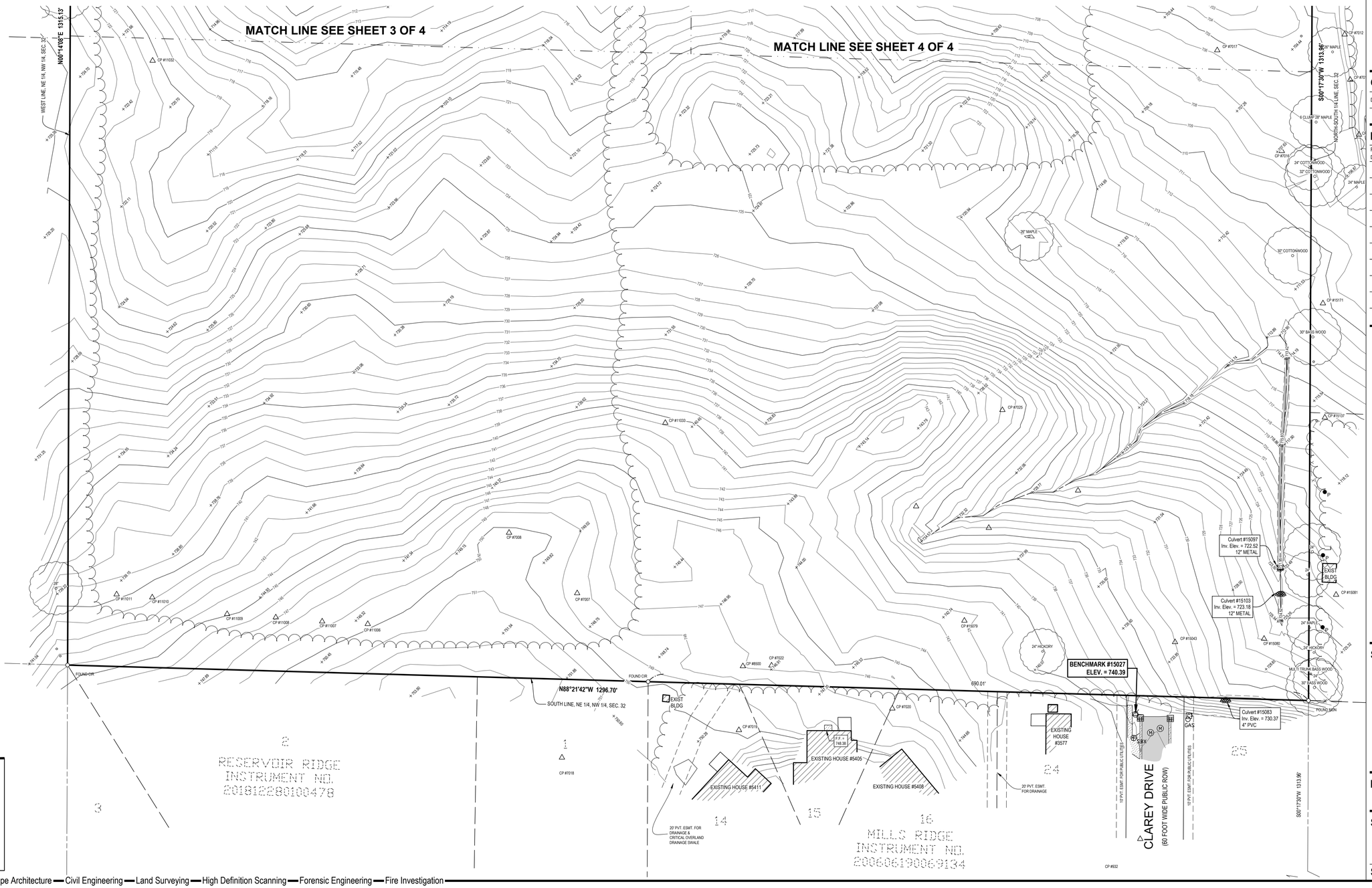

0' 25' 50' 100'
SCALE: 1" = 50'

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217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:
Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:
Drawn: VB Date: 08-21-23

REVISIONS:

Rev:	Drawn:	Date:

Avis-3738 52nd Street SW

ALTA/NSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,
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STAMP:

PRELIMINARY

PROJECT NO:
23400722

SHEET NO:
AL

SHEET: 2 OF 4

23400722AL.dwg VB 11/13/2023 14:01

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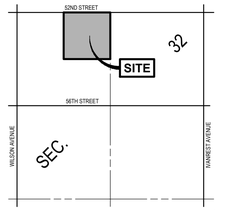

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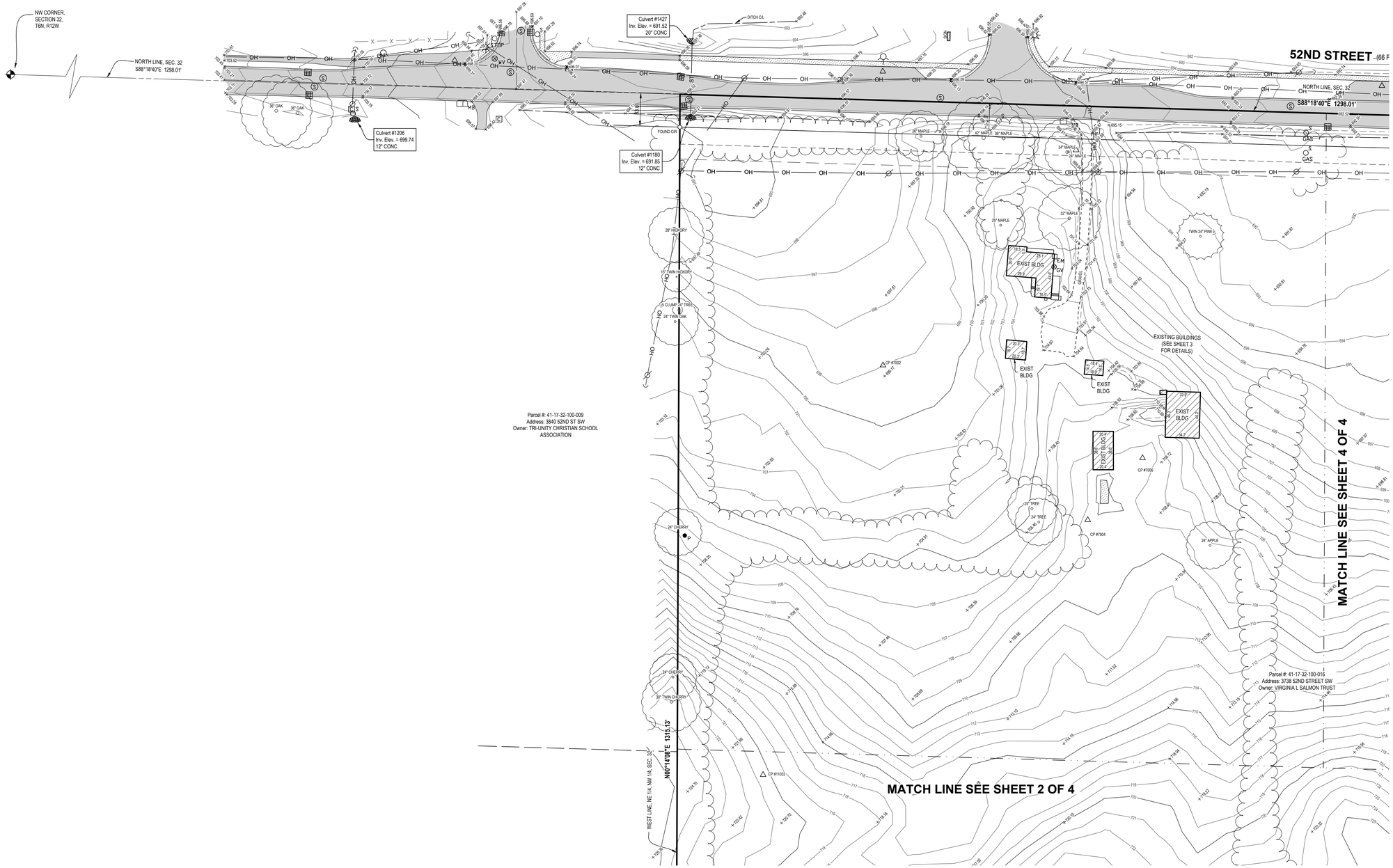

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NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "(PLAN)" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

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PREPARED FOR:
Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:
Drawn: VB Date: 08-21-23

REVISIONS:
Rev:
Drawn: Date:

Avis-3738 52nd Street SW

ALTA/NSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PRELIMINARY

PROJECT NO:
23400722

SHEET NO:
AL

SHEET: 3 OF 4

23400722AL.dwg VB 11/13/2023 14:01

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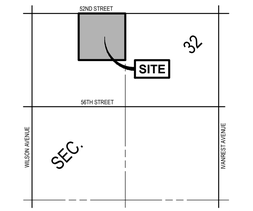


LOCATION MAP
NOT TO SCALE

BENCHMARKS

BENCHMARK #15027 ELEV. = 740.39 (NGVD29)
Set benchmark on Northeast flange bolt on hydrant. Located 15'± West of the edge of asphalt for Clarey Drive and 0.6'± North of the extension of the north line of the existing house # 3577 Clarey Drive.

BENCHMARK #80005 ELEV. = 699.67 (NGVD29)
Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.

TITLE INFORMATION

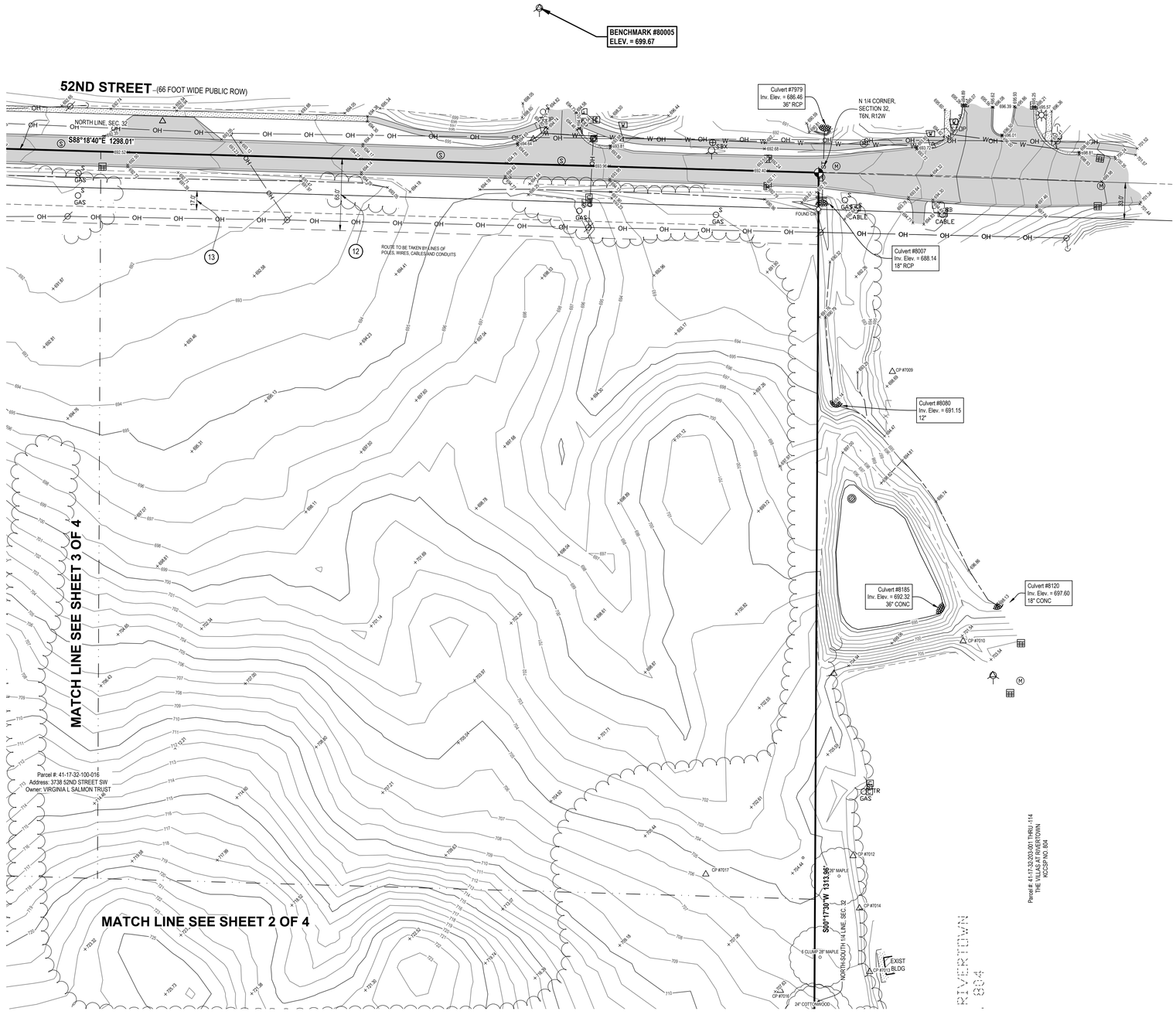
The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

TITLE DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.



0' 25' 50' 100'
SCALE: 1" = 50'

811 Know what's **below.** **CALL** before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

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AL

SHEET: 4 OF 4

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MASTER DEED
OF
THE TOWNHOMES AT THE SALMON COMMUNITY
(Pursuant to Act 59, Public Acts of 1978, as amended)

Kent County Condominium Subdivision Plan No. _____ containing:

(1) Master Deed establishing The Townhomes at the Salmon Community.

(2) Exhibit A to Master Deed: Condominium Bylaws.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan.

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by:
Kelly Kuiper
Paramount Development Corporation
1188 East Paris Ave., Ste. 100
Grand Rapids, Michigan 49546

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MASTER DEED
of
THE TOWNHOMES AT LOWING WOODS

(Pursuant to Act 59, Public Acts of 1978 as amended)

This Master Deed is signed and delivered on the _____ day of _____ 2025, by **PARAMOUNT DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Avenue, Suite 100, Grand Rapids, Michigan 49546, (the "**Developer**") upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a Project to be known as The Townhomes at the Salmon Community (the "**Project**"), in the City of Wyoming, Kent County, Michigan on a parcel of land as described in Article 2.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Article 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a residential condominium. The six (6) Condominium units which may be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual used by reason of having its own entrance from and exit to a common element of the Project.

1.4 Co-Owner Rights. Each owner of a Unit ("**Co-owner**") in the Project shall have an exclusive property right to the Co-owner's Unit and to the limited common elements which are appurtenant to the Co-owner's Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is legally described on the attached Schedule 1.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by and subject to the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Article 3. DEFINITIONS

3.1 Definitions. Capitalized terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of The Townhomes at Lowing Woods Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) Act. "**Act**" or "**Condominium Act**" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) Administrator. "**Administrator**" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) Association. "**Association**" or "**Association of Co-owners**" means The Townhomes at Lowing Woods Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) Association Bylaws. "**Association Bylaws**" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) Board. "**Board**" means the board of directors of the Association.

(f) Common Elements. "**Common Elements**" means the portions of the Project other than the Units, including all general and limited common elements described in Article 4 of this Master Deed.

(g) Condominium Bylaws. "**Condominium Bylaws**" means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Co-owners.

(h) Condominium Documents. "**Condominium Documents**" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(i) Condominium Property. "**Condominium Property**" means the land described in Article 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(j) Condominium Subdivision Plan. "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

(k) Condominium Unit. "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Co-owner. "**Co-owner**" or "**Owner**" means the person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination of such entities who or which own a Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. Co-Owner or Owner may include the Developer.

(m) Developer. "**Developer**" means Paramount Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and its successors and assigns.

(n) Development and Sales Period. "**Development and Sales Period**", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project which has not been previously conveyed or leased.

(o) General Common Elements. "**General Common Elements**" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(p) Limited Common Elements. "**Limited Common Elements**" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(q) Master Deed. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(r) Percentage of Value. "**Percentage of Value**" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project.

(s) Project. "**Project**" or "**Condominium**" means The Townhomes at Lowing Woods, a residential condominium development established under the provisions of the Act.

(t) Transitional Control Date. "**Transitional Control Date**" means the date on which the Board takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Article 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Real Estate. The Property described in Article 2 of this Master Deed, including easement interests benefiting the Project (including, but not limited to, interests for ingress, egress and utility installation and other purposes, over, across and through properties outside of this Project), but excluding individual Units in the Project and the real estate designated as Limited Common Elements;

(b) Surface Improvements and Landscaping. The private roads, walkways, lawns, trees, shrubs, landscaping and other improvements shown as General Common Elements on the Condominium Subdivision Plan attached as Exhibit B;

(c) Electrical. The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) Gas. The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) Water. The underground sprinkling system for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) Sanitary Sewer. The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(g) Storm Drainage. The storm drainage system throughout the common areas of the Project, including the pond located within the Project;

(h) Telephone. The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(i) Telecommunications. The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(j) Building Elements. The foundations, roofs, perimeter walls, ceilings, floors, and interior walls of all buildings, as shown on Exhibit B;

(k) Delivery Boxes. The mail and/or newspaper box located on the General Common Elements to serve the Units;

(l) Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project; and

(m) Ownership of Utility and Telecommunications Systems. Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Unit and supplying service to that Unit alone;

(b) Porches, Decks and Patios. The front porch and, if applicable, the deck, patio, or sun porch on the rear of each Unit;

(c) Heating and Cooling Appliances. The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(d) Windows, Sliders, Doors and Screens. The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall or the wall of any garage, and the automatic garage door opening mechanism;

(e) Garage Interiors. Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(f) Interior Unit Surfaces. The interior surfaces of perimeter walls, doors, ceilings and floors located within a Unit;

(g) Driveways and Walkways. The portion of any driveway and walkway exclusively serving the residence, located between the Unit and the paved roadway;

(h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association; and

(i) Subsequent Assignment. In the event that no specific assignment of one or more of the Limited Common Elements described in this Article has been made in the Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) Limited Common Elements; Utilities. Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair and

replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, however, the Association shall provide snow removal for all front walkways and driveways. Also, the structural repair and replacement of front walkways and driveways servicing each unit shall be the responsibility of the Association, but the Association may assess the costs of repair and maintenance to the affected co-owner.

(b) Unit Improvements and Other Co-owner Responsibilities. If any Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units.

(c) Association Oversight. The appearance and condition of the porches, patios, decks, driveways and other exterior Limited Common Elements shall at all times be subject to the approval of the Association. If the maintenance and cleaning of such Limited Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Co-Owner responsible for cleaning, repair and maintenance.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and landscaping of all Common Elements other than as described above in this Section (including the maintenance of the storm water pond described in Section 2.2 of this Master Deed) shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent, invitee, family member or pet. In that case, the negligent Co-owner shall be responsible for the cost of completing the repair or replacement.

(e) Utilities. To the extent that any utilities are not separately metered to each Unit, such as water and sanitary sewer, the Association shall have those utilities metered in the name of the Association, and the expenses of the utilities will be an expense of administration to be included within the monthly assessments to each Co-owner.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned with the prior written approval of the Board. Any affected Co-owners may seek the consent of the Board by written application to the Board and notice to any affected mortgagee. If the request is approved, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of

the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Co-owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Article 5. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Detailed architectural plans and specifications for the Project have been filed with the City of Wyoming Building Department. Each Unit includes all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such Units was made after reviewing the comparative characteristics of each Unit. Notwithstanding the foregoing, the Developer (and the Board following the expiration of the Development and Sales Period) may assess a reasonable uniform surcharge to units that require a higher level of maintenance due to size or style of buildings, in levying assessments, in accordance with Section 5.3 of the Condominium Bylaws, to account for the greater maintenance expenses.

5.3 Unit Modification. The Master Deed, the number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested person; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose.

5.4 Convertible Areas. All General Common Elements and all unsold Units and appurtenant Limited Common Elements are deemed convertible areas. Any convertible area may be converted into a Unit or a Common Element in accordance with the provisions of the Act.

Article 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of one hundred and twenty four (124) Units. Additional Units, if any, will be established upon all or some portion of the land described on the attached Schedule 2 (the "**Future Development Area**"):

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time-to-time within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed,

which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project. The precise determination of the adjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such adjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Article 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1 and 6.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, adjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Article 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate project (or projects) or as any other form of development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer to contract the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Article 8. EASEMENTS

8.1 Easements on the Subdivision Plan. The easements shown on the Subdivision Plan shall benefit and burden the Units and Common Elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium Documents.

8.2 Easements for Support, Maintenance and Repair. Every portion of a Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Utility Easements. The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways and/or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utility and/or similar services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, preparing, replacing, maintaining and removing any type of line, pipe or main, with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such time as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services.

8.4 Easements Reserved by Developer. The Developer reserves easements over the Project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives and walkways located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways and walkways that

Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "**Access Easements**").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "**Utility Easements**"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable statutes, ordinances, rules and regulations.

(c) Benefited Property. The Access Easements may provide ingress and egress rights over the Project for the benefit of any real property designated by the Developer, including, without limitation, any Unit, other real property adjacent to or within the vicinity of the Project, and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the Project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line, or utility main, wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any Units, other real property adjacent to or within the vicinity of the Property, and any other real property that Developer owns or may acquire in the future.

(d) Perpetual. The Access Easements and the Utility Easements (collectively, the "**Developer Easements**") are perpetual non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time, at the sole election of the Developer.

(e) Additional Access. The Developer also reserves the right of reasonable access over the entire Project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction, and to operate construction machinery and equipment within the Project, for the purposes of constructing, improving, repairing, or replacing improvements within the Developer Easements.

(f) Assignment. The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The

Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

8.5 **Telecommunications Agreements**. The Developer or the Association, subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "**Telecommunications**") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Developer or the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with any agreement made by the Developer shall remain the property of the Developer; any sums paid by any Telecommunications or other company in connection with any agreements made by the Association shall remain the property of the Association.

Article 9. AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Co-owners and mortgagees, with the consent of not less than two-thirds of the Co-owners and, to the extent required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

(c) Compliance with Law. Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-owners, the costs of which are expenses of administration. The Co-owners shall be notified of proposed amendments under this Article not less than 10 days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) Real Property Ownership. Upon recordation of a document terminating the Project, the property constituting the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Unit.

(c) Association Assets. Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

9.4 Withdrawal of Property. If the development and construction of all improvements to the Project has not been completed within a period ending ten (10) years after the date on which construction was commenced, or six (6) years after the date on which rights of expansion, contraction or convertibility were exercised, whichever right was last exercised, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project identified as "need not be built" without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as General Common Elements of the Project, and all rights to construct Units on such lands shall cease.

9.5 Access and Use of Withdrawn Property. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across and through the remaining Project.

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

Article 11. LIMITATION OF LIABILITY

The enforcement against the Developer of any obligations of the Developer in the Condominium Documents shall be limited to the interest of the Developer in the Project at the time the enforcement occurs. No judgment against the Developer shall be subject to the execution on, or shall be a lien on, any assets of the Developer, other than the Developer's interest in the Project.

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

PARAMOUNT DEVELOPMENT CORPORATION,
a Michigan corporation

By: _____
Michael R. McGraw
Title: Member

STATE OF MICHIGAN
COUNTY OF KENT

This document was acknowledged before me the _____ day of _____ 2025, by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan corporation, on behalf of the corporation.

_____
Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent

SCHEDULE 1
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY

Legal Description of Phase 1

SCHEDULE 2
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY

Legal Description of Future Development Area

EXHIBIT C
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY

AFFIDAVIT OF MAILING
NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN
COUNTY OF KENT

Taylor Youngs, being duly sworn, states that on _____, 2025, she served copies of a Notice of Intent with regard to The Townhomes at the Salmon Community Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

The City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Kent County Road Commission
1900 4 Mile Rd NW
Grand Rapids, MI 49544

Kent County Drain Commission
775 Ball Ave NE
Grand Rapids, MI 49503

On-Site Wastewater Unit
EGLE
P O Box 30473
Lansing, MI 48909-7973

Michigan State Dept of Transportation
425 W. Kent Street
P O Box 30050
Lansing, MI 48909

_____
Taylor Youngs

Subscribed and sworn to before me on _____ ____, 2025.

_____
Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent