

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 5, 2018, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Bruce Osbeck, Faith Reformed Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the October 15, 2018 Regular Meeting

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

14) Consent Agenda

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

a) To Appoint Kim Grzeszak as a Member of the Community Enrichment Commission for the City of Wyoming

- b) To Appoint Blake Wisz as a Member of the Community Development Committee for the City of Wyoming
- c) To Appoint Daniel Larabel as a Member of the Parks and Recreation Commission for the City of Wyoming

15) Resolutions

- d) To Grant Preliminary Plat Final Approval for the Proposed Buck Creek Hill Subdivision

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

- e) To Participate in the Operation and Maintenance of the Regional Geographic Information System (REGIS)
- f) To Approve Payment of the Annual Grand Valley Metro Council Dues
- g) To Authorize Participation in the Regional Storm Water Pollution Prevention Initiative and the Regional Public Education Plan for the NPDES Phase II Storm Water Permit for 2018-2019
- h) To Authorize Final Payment to Denny's Excavating Inc. for the Construction of the Ferrand Park Development Project
- i) To Accept Amendment One for the Centrifuge Replacement Project and to Authorize the Mayor and City Clerk to Execute the Amendment
- j) To Accept a Proposal from Prein & Newhof to Perform Engineering Design Services
- k) To Authorize the Purchase of Plow Trucks and Salting Equipment (Budget Amendment No. 40)
- l) To Extend the Bid for Automotive Body Repairs
- m) To Award a Proposal for Towing & Storage of Vehicles
- n) To Authorize the Purchase of Aeration System Monitoring Equipment from Xylem Analytics
- o) For Award of Bids
 - 1. Pinery Park Pickle Ball Courts
 - 2. Tactical Equipment – Ballistic Helmets
 - 3. Tactical Equipment – Ballistic Shields

17) Ordinances

- 17-18 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (117) to Conditionally Rezone 5189 Byron Center Ave SW from R-1 to RO-1 (First Reading)
- 18-18 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (118) to Conditionally Rezone 5281 Wilson Ave SW from RO-1 to R-4 (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPOINT KIM GRZESZAK AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Kim Grzeszak has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2021 on the Community Enrichment Commission.
3. It is the desire of the City Council that Kim Grzeszak be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Kim Grzeszak as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT BLAKE WISZ AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. Blake Wisz has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2020.
3. City Council wishes to appoint Blake Wisz as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Blake Wisz as a member of the Community Development Committee for the term ending June 30, 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT DANIEL LARABEL AS A MEMBER OF
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Daniel Larabel has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2019.
3. City Council wishes to appoint Daniel Larabel as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Daniel Larabel as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT FINAL APPROVAL FOR THE
PROPOSED BUCK CREEK HILL SUBDIVISION

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 24 residential lots to compliment this endeavor.
2. The proposed Buck Creek Hill Subdivision will integrate with the adjoining residential subdivisions.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended approval of the proposed subdivision at their October 16, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat Final Approval for Buck Creek Hill Subdivision subject to participation in the cost sharing for the Regional Storm Sewer System.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

October 25, 2018

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Preliminary Plat – Final Approval for Buck Creek Hill and grant a variance for reduced corner lot width. The property is located at 5361 Burlingame Avenue SW. (Section 34) (EL2 Development, LLC)

Recommendation: To grant Preliminary Plat – Final Approval and grant a variance from the Subdivision Regulations contained in Chapter 74 for a reduced corner lot width of 3 feet for Lot 1 and 5 feet for Lot 24.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 16, 2018. A motion was made by Arnoys, supported by Bueche, to grant Preliminary Plat Final Approval for Buck Creek Hill and recommend the same to the City Council, subject to participation in the cost sharing for the Regional Storm Sewer System, and recommend to the City Council a variance from the Subdivision Regulations contained in Chapter 74 for a reduced corner lot width of 3 feet for Lot 1 and 5 feet for Lot 24, as provided in the Findings of Fact. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some background and other pertinent information.

The petitioner proposes 24 lots on 7.4 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). This development connects to Burlingame Avenue and aligns with Mulligan Drive to the east. Development of this property as a single family subdivision has been envisioned by the City for a considerable time.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 20, 2018 and City Council on April 2, 2018.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Upon full approval, construction may commence. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

A variance request was brought forth by the applicant for a reduced corner lot width of 3 feet for Lot 1 and 5 feet for Lot 24. Section 74-176a(5) of the Subdivision Ordinance requires that corner lots provide an extra 20 feet of width. Please refer to the attached Planning Commission minutes for the Findings of Fact in support of this variance request.

Respectfully submitted,

Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

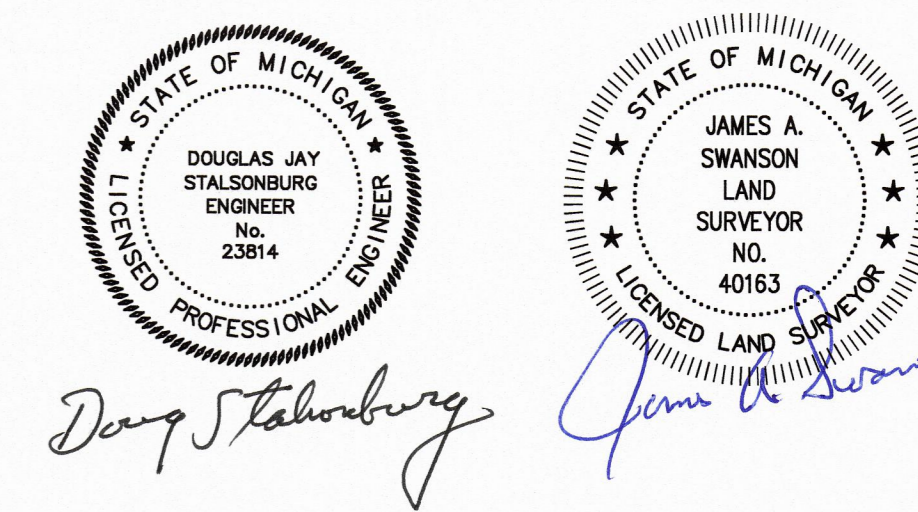


North: Estate parcel

South: Church and regional detention basin

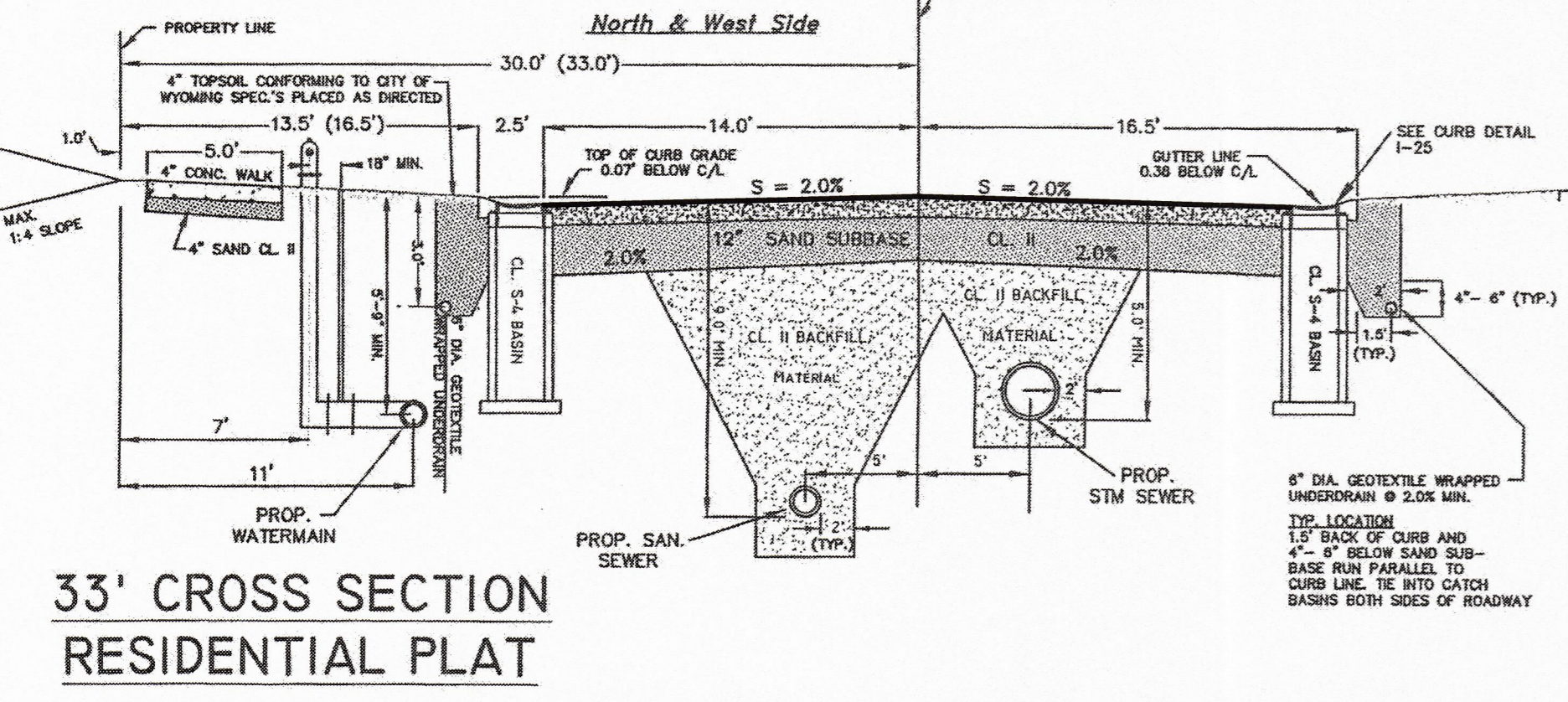
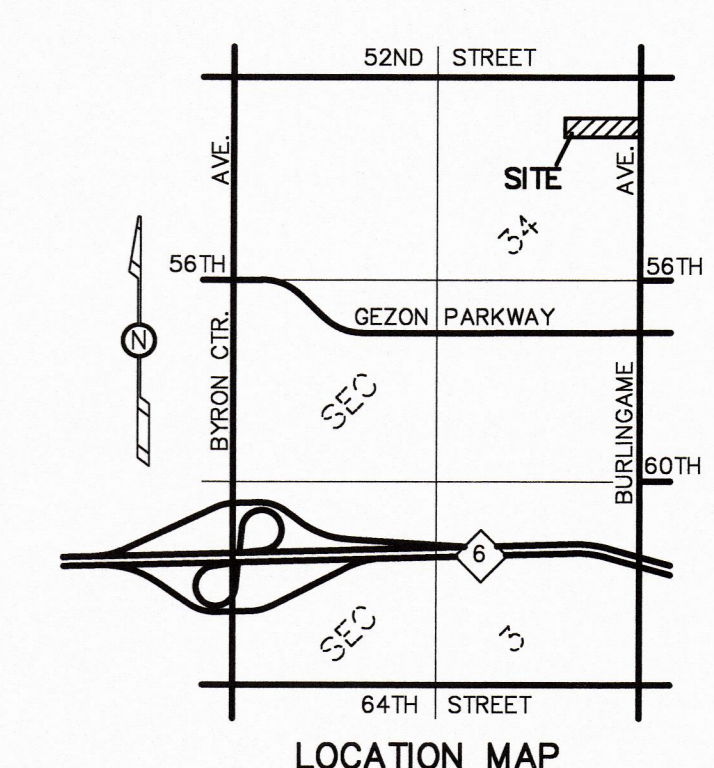
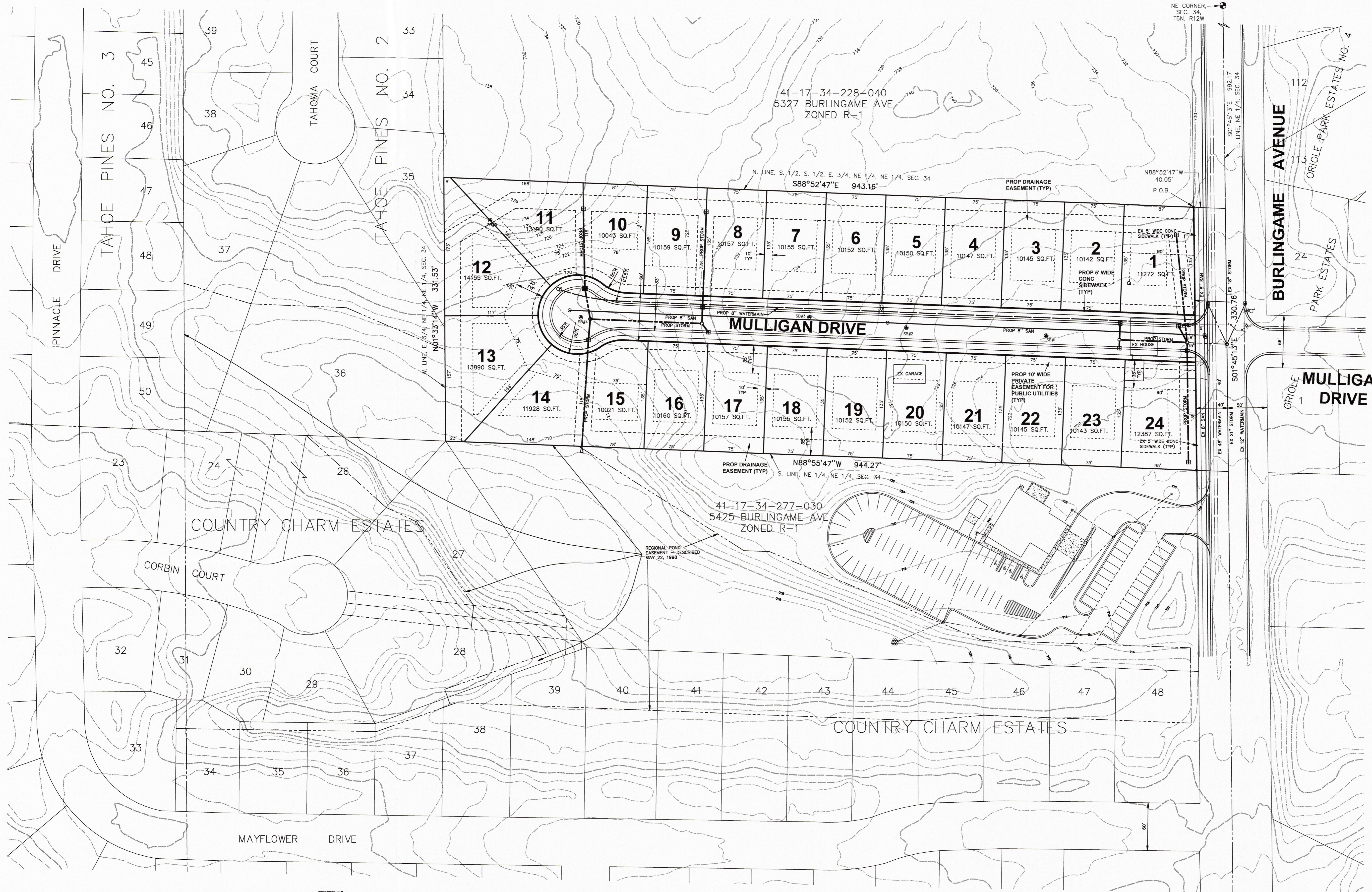
East: Single family residences (across Burlingame Avenue)

West: Single family residences



- GENERAL NOTES:**
- PARCEL DESCRIPTION: Part of the NE 1/4 of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NE corner of said Section 34; thence S01°45'13"E 992.17 feet along the East line of said NE 1/4 to the North line of the South 1/2 of the South 1/2 of the East 3/4 of the NE 1/4 of said NE 1/4; thence N88°52'47"W 40.05 feet along said North line to the West line of Burlingame Avenue and the point of beginning; thence S01°45'13"E 330.76 feet along said West line to the South line of the NE 1/4 of said NE 1/4; thence N88°55'47"W 944.27 feet along said South line to the West line of the East 3/4 of the NE 1/4 of said NE 1/4; thence N01°33'14"W 331.53 feet along said West line to the North line of the South 1/2 of the South 1/2 of the East 3/4 of the NE 1/4 of said NE 1/4; thence S88°52'47"E 943.16 feet along said North line to the place of beginning.
 - Mapping:
 - 2' interval existing ground contours are based on Regis (Regional Geographic Information System).
 - Existing utilities are based on available construction records.
 - Existing Use: Vacant
Proposed Use: Full service single family residential subdivision homes.
 - Existing Zoning: R-1
 - R-1 District Regulations

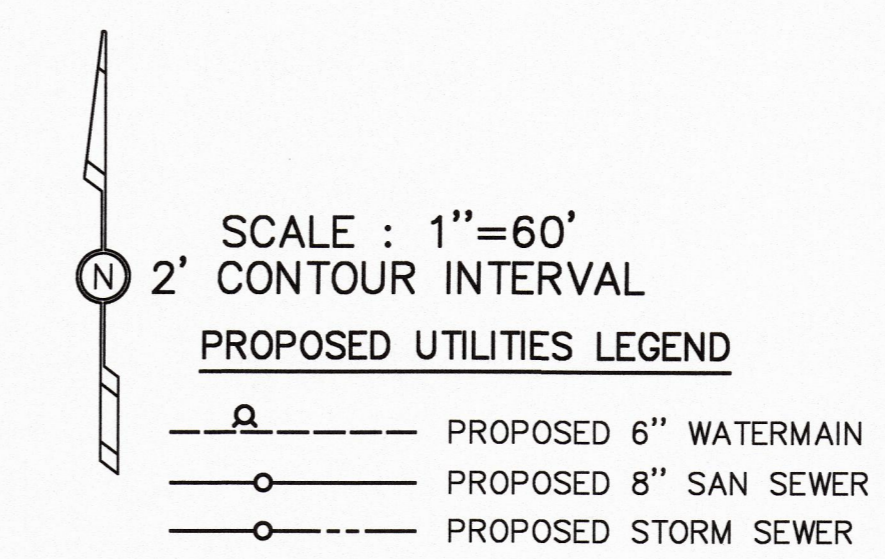
a. Lot area	10,000 s.f. min.
b. Lot width	75' (at front yard setback)
c. Front setback	35' min.
d. Side yard	8' min. (20' total)
e. Rear yard	35' min.
 - Proposed Improvements:
 - City water and sanitary sewer to each lot.
 - Public streets will conform to the City of Wyoming specifications for subdivision streets.
 - Drainage design will conform to the Kent County Drain Commission specifications for subdivision drainage, and a Drain District shall be established and appropriate drainage easements shall be dedicated to the proposed Drain District.
 - The front 10' of each lot is reserved for installation of buried power, telephone and cable TV lines to service each lot.
 - Gas distribution lines will be installed within the proposed street R.O.W.
 - Construction will conform to all applicable state and local codes.
 - 5' wide conc sidewalk (in accordance with City specifications) will be constructed on both sides of all street within the plat.
 - Street lights of a design and location approved by the City and Consumers Energy will be installed.



BITUMINOUS APPLICATION TABLE

DESCRIPTION	RATE LBS/SQ. YD.	INCHES
TOP COURSE (AWI-260)	165	1 1/2
LEVELING COURSE	165	1 1/2
21AA MODIFIED LIMESTONE	6	
CLASS II SAND	12	

* ITEM NUMBER AS DIRECTED BY ENGINEER
 * BITUMINOUS BOND COAT SHALL BE APPLIED AT A RATE OF 0.00 TO 0.12 GAL/SQ. YD. AS DIRECTED BY THE ENGINEER.
 * BITUMINOUS BOND COAT NOT TO BE PAID FOR SEPARATELY. PAYMENT SHALL BE INCLUDED WITH THE PAY ITEMS FOR PLANT MIXED BITUMINOUS PAYMENTS.
 * ASPHALT CEMENT TO BE PENETRATION GRADE 85-100 FOR 4.5 / 120-140 FOR 3.5



PRELIMINARY PLAT
BUCK CREEK HILL
 FOR: MARK MAIER (616) 291-1741
 EL2 DEVELOPMENT, LLC.
 246 STONEFIELD CT.
 GRANDVILLE, MI 49418
 IN: PART OF SECTION 34, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

REVISIONS:

09-12-18	ADDED SIDE SETBACK (JSV)
08-30-18	REV PER UTILITIES (JSD)
03-23-18	REV DESCRIPTION (mk)
03-13-18	REV PER CITY OF WYOMING (mk)

exxel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49508
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exxelengineering.com

DRAWN BY: MK
 APPROVED BY: DJS/DDG
 FILE NO.: 181004E

PROJ. ENG.: DDG
 PROJ. SURV.:
 DATE: 02-12-18

SHEET
 1 of 1

P:\Projects\2018\181004\Drawings\181004P.dwg, PFP, 9/12/2018 8:25:39 AM, jmaier

neighborhood. Another option would be for the abutting neighbors to pool their resources and buy the property. Mr. Stalsonburg said this option was brought up at the first neighborhood meeting, but the neighbors did not agree on the land value for this property. A corner property at the intersection of two major streets is valuable. Regarding the question of the grade, the contract stipulates in (1)(B)(2) that they cannot raise the grade more than five feet.

Chair Spencer pointed out that owners of property have the right to request rezoning. She would rather see an office here than a less desirable commercial use.

Bueche asked if this would be a two-story building. Hofert replied the contract limits it to a one-story building.

A vote on the motion carried 5 – 3, with Arnoys, Hegyi and Smart opposed.

Hofert noted the City Council would hear the proposal in first reading on November 5th.

AGENDA ITEM NO. 2

Request for Preliminary Plat – Final Approval for Buck Creek Hill. The property is located at 5361 Burlingame Avenue SW. (Section 34) (EL2 Development, LLC)

Hofert described the location, existing land use and current zoning around the area. The petitioner proposes 24 lots on 7.4 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). This development connects to Burlingame Avenue and aligns with Mulligan Drive to the east. Development of this property as a single family subdivision has been envisioned by the City for a considerable time.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 20, 2018 and City Council on April 2, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Upon full approval, construction may commence. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Specific Plat Information:

The proposed lots meet or exceed the minimum district requirements, except for the two corner lots, #1 and #24. Section 74-176a(5) of the Subdivision Ordinance requires:

“Corner lots shall be provided an extra 20 feet of width sufficient to permit the maintenance of building setback lines on both the front and side street lines in

order to protect similar setbacks on both the front and side street which exist or are planned.”

The proposed width for lots #1 and #24 is 91.99 ft. and 90 ft., respectively, rather than 95 ft.

Findings of Fact:

Under Subdivision Regulation Section 74-211, Recommendation by the Planning Commission; Findings of Fact, a variance to this regulation may be granted by the City Council upon recommendation from the Planning Commission in accordance with the following:

“The City Planning Commission may recommend to the City Council a variance from the provisions of this chapter on a finding that undue hardship may result from strict compliance with specific provisions or requirements of the chapter or that application of such provision or requirement is impracticable. The Planning Commission shall only recommend variances that it deems necessary to or desirable for the public interest. In making its findings, as required in this section, the Planning Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variances shall be recommended unless the Planning Commission makes the following findings of fact:

- (1) There are such special circumstances or conditions affecting the property that the strict application of the provisions of this chapter would clearly be impractical or unreasonable. In such cases, the sub-divider shall first state his reasons in writing as to the specific provision or requirements involved and submit them to the planning commission.
- (2) The granting of the specified variance will not be detrimental to the public welfare or injurious to other property in the area in which the property is situated.
- (3) Such variance will not violate the provisions of the Subdivision Control Act.
- (4) The Planning Commission shall include its findings and the specific reasons therefor in its report of recommendations to the City Council and shall also record its reasons and actions in its minutes.
- (5) Such variance will not have the effect of nullifying the purpose of this chapter and the land use of the City.”

In support of the petitioner’s variance request, staff offers the following Findings of Fact:

- (1) In order to maintain the minimum side yard setbacks as well as minimum lot sizes in the development a variance is needed. The applicant is requesting a 10-foot variance to section 74-

176.a(5) of the Subdivision Control Ordinance. This section requires a minimum lot width for corner lots of 95 feet. Lot 1 is 91.99 feet wide and lot 24 is 90 feet wide at the 35-foot front yard setback. Section 90-403A of the zoning ordinance requires a 20-foot setback to a side street, which we are considering Burlingame Avenue to be. This minimum 20-foot setback can still be maintained, along with adequate building envelope, with the requested reduced lot width.

(2) The reduced corner lot width will be indiscernible to adjoining property owners and will not be injurious.

(3) The proposed Lot 1 and 24 comply with all other required standards, and the requested corner lot width variance will not violate the provisions of the Subdivision Control Act.

(4) The findings of the Planning Commission regarding the requested variance will be forwarded to the City Council for their consideration. The findings will also be recorded within the Planning Commission's meeting minutes.

(5) The authorization of the variance allows for a desirable single family subdivision to be constructed on this property. The variance will not nullify the purpose of the City of Wyoming Subdivision Ordinance or Land Use Plan 2020.

Comments for Planning Commission:

1. A storm sewer easement is proposed along Burlingame Avenue, across the east side of both corner lots. As a result, the building envelope on these two corner lots is narrower than the interior lots (approximately 45 ft. wide vs. 55 ft. wide).
2. The developer is required to participate in the cost sharing for the Regional Storm Sewer System prior to construction.
3. Developer shall provide storm water calculations for spillway between lots 14 & 15. Ensure one foot clearance for Minimum Basement Opening elevation. Determination shall be prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Kent County Drain Commission.
4. A licensed Civil Engineer shall identify impacts of a 100-year storm event and show overflow route and impacts to ensure adjacent structures are not impacted.
5. Developer shall modify drainage easement to be located over the proposed drainage swale throughout development.
6. Plans shall extend storm outlet to near bottom of pond area and include heavy rip rap to prevent erosion.
7. Plans shall include storm sewer material as C-76 RCP.

8. Plans shall include a note to extend water services and sewer laterals beyond the private utility easement to avoid conflicts
9. Plans must clearly show pond easement on lots 13 and 14.
10. Developer shall deliver the existing hydrant to the City of Wyoming and shall not be reused in the development.
11. A land division application shall be completed.

Hofert highlighted how the proposal conforms to the City of Wyoming Sustainability Principles. The proposed subdivision will provide quality housing opportunities for residents in Wyoming. The construction of the plat, and the subsequent construction of the homes, will provide significant employment. These factors will contribute to the economic strength and social equity of the City. Removal of the woodlot however, does not support environmental quality. Overall, the proposed Buck Creek Hill subdivision conforms with the City of Wyoming Sustainability Principles.

Planning Commission Action:

The Development Review Team suggested the Planning Commission grant Preliminary Plat Final Approval for Buck Creek Hill and recommended the same to the City Council, subject to participation in the cost sharing for the Regional Storm Sewer System. In addition, the Development Review Team suggested the Planning Commission recommend to the City Council a variance from the Subdivision Regulations contained in Chapter 74 for a reduced corner lot depth of 3 feet for Lot 1 and 5 feet for Lot 24, as provided in the Findings of Fact.

Chair Spencer opened the public hearing. There were no comments and the public hearing was closed.

Doug Stalsonburg of Exxel Engineering, representing the petitioner, commented on the variance. He thought the 8 feet side yard requirement should be rolled into the 20 feet requirement. Hofert would look into it in more detail, but recommended proceeding per staff's findings of fact.

Motion by Arnoys, supported by Bueche, to grant Preliminary Plat Final Approval for Buck Creek Hill and recommend the same to the City Council, subject to participation in the cost sharing for the Regional Storm Sewer System, and recommend to the City Council a variance from the Subdivision Regulations contained in Chapter 74 for a reduced corner lot depth of 3 feet for Lot 1 and 5 feet for Lot 24, as provided in the Findings of Fact. Discussion followed.

Hegyí pointed out that the narrative in the report states the width for Lots 1 and 24 is 91.99 feet and 90 feet. The plan shows the two lots as 90 feet in width. The narrative should match the plan. Mr. Stalsonburg said the narrative is correct, which is the measurement taken from the



OFFICE OF THE DRAIN COMMISSIONER

Ken Yonker, Drain Commissioner

July 27, 2018

Don DeGroot, P.E.
Exxel Engineering, Inc.
5252 Clyde Park Ave, SW
Grand Rapids, MI 49509-9788

**RE: Buck Creek Hill
Section 34, T6N, R12W, City of Wyoming
KCDC File No. 1929**

Dear Mr. DeGroot,

The Drain Commissioner's Office pursuant to the Land Division Act, ACT 288 of 1967, and the published Development Drainage Rules has reviewed the preliminary plans submitted on July 17, 2018 for Buck Creek Hill. Preliminary approval is granted at this time. We offer the following comments that shall be addressed with the construction submittal:

1. Construction plans and design computations shall be submitted for approval prior to construction. Construction shall NOT begin until construction approval has been granted. A profile shall be included of all storm sewer and floodways in the construction plans.
2. Stabilization measures and soil erosion control measures for the protection of the storm sewer system shall be included on the construction plans.
3. Based on City of Wyoming Storm Water Management Master Plans, the site is within the Buck Creek 3 Regional Watershed Boundaries. The storm water detention requirements are handled through the Regional basins. Any additional restrictions shall be based on the review of the City of Wyoming. Please forward all review comments from the City for our records.
4. The following design computations shall be submitted for approval:
 - Conveyance capacity calculations of the storm sewer system.
 - A drainage study map that shows contributing area to each component in the storm network. Include any offsite contribution.
 - Floodway computations showing that the MBO have been placed above the HWL of the 100-yr flow.

If you have any questions, please contact the Drain Office.

Sincerely,



Angie E. Latvaitis
Staff Engineer
Office of the Kent County Drain Commissioner

cc. file
Plat Board
Brian Beuche, Road Commission
Mark Maier, EL2 Development, LLC
Jeff Oonk, City of Wyoming

REGISTER OF DEEDS

KENT COUNTY ADMINISTRATION BUILDING
300 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49503
TELEPHONE (616) 632-7610



LISA POSTHUMUS LYONS
County Clerk/Register

JEROME CZAJA
Chief Deputy Register

July 26, 2018

Exxel Engineering Inc
5252 Clyde Park SW
Grand Rapids, MI 49509

To Whom This Matter Concerns:

The Kent County Plat Board Met on July 26, 2018. Tentative approval was given to the preliminary plat **Buck Creek Hill**, located in the City of Wyoming. Tentative approval is given, subject to the approval of all other units of government receiving copies of the preliminary plat.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerome Czaja", is written over a horizontal line. The signature is stylized and extends to the right of the line.

Jerome Czaja
Chief Deputy Register of Deeds

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2018-2019 are estimated to be \$131,320.
5. Funds have been appropriated in the following budgets: 101-305-32500-807.000 (Police), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2018-2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Invoice

Resolution No. _____

Grand Valley Metro Council

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

Invoice

Date	Invoice #
10/1/2018	2667

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

Description	Amount
Regis Dues FY 2018 -2019 1st and 2nd quarters: October 1, 2018 - March 31, 2019	65,655.99
Total	\$65,655.99

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC)
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2018-2019 are \$37,611.
5. Funds have been appropriated in the Major Street Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2018-2019 GVMC dues in the amount of \$37,611.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Two Invoices

Resolution No. _____

Grand Valley Metro Council

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

Invoice

Date	Invoice #
10/1/2018	2704

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

Description	Amount
Transportation Dues FY 2018 - 2019 10/01/2018 - 09/30/2019	18,137.00
Total	\$18,137.00

Grand Valley Metro Council

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

Invoice

Date	Invoice #
10/1/2018	2743

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

Description	Amount
GVMC Dues FY 2018 -2019 10/01/2018 - 09/30/2019	19,474.00
Total	\$19,474.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE
REGIONAL STORM WATER POLLUTION PREVENTION INITIATIVE
AND THE REGIONAL PUBLIC EDUCATION PLAN FOR THE
NPDES PHASE II STORM WATER PERMIT FOR 2018-2019

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Storm Water Permit issued by the Michigan Department of Natural Resources and Environment.
2. Said permit requires a Storm Water Pollution Prevention Initiative (SWPPI) and a Public Education Plan (PEP).
3. These two activities can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metro Council has coordinated this regional effort on behalf of Wyoming and surrounding communities.
5. The City of Wyoming's cost is \$16,634 for 2018-19.
6. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes participation in the 2018-2019 Storm Water Pollution Prevention Initiative and the Regional Public Education Plan and approves payment in the amount of \$16,634 to the Grand Valley Metro Council.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Invoice

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE FINAL PAYMENT TO
DENNY'S EXCAVATING INC. FOR THE CONSTRUCTION OF THE
FERRAND PARK DEVELOPMENT PROJECT

WHEREAS:

1. On February 19, 2018, per Resolution No. 25994, the City of Wyoming awarded a contract to Denny's Excavating Inc. for the construction of the Ferrand Park Development Project in the amount of \$344,376.70.
2. The project is now complete but various unforeseen items were increased and decreased related to the original bid quantities adding a net increase of \$2,470.70 to the original project total.
3. The additional cost can be financed out of the projects contingency approved by City Council in the capital account 800-000-57300-975.000.
4. With the additional cost, the total contract to Denny's Excavating Inc. is \$346,847.40.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the final payment to Denny's Excavating Inc. for the completion of the Ferrand Park Development Project in an amount of \$34,684.74, which includes an additional \$2,470.70, resulting in a total contract amount of \$346,847.40.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Change Order

Final Pay Application

Resolution No. _____

STAFF REPORT

Date: October 24, 2018

Subject: Ferrand Park Improvements – Final Construction Payment

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: November 5, 2018

RECOMMENDATION:

It is recommended that the City Council authorize final payment to Denny's Excavating Inc. for the construction of the Ferrand Park Development Project in an amount of \$34,684.74. This includes a \$2,470.70 use of the Council approved contingency. The resulting total contract amount is \$346,847.40.

SUSTAINABILITY CRITERIA:

Environmental Quality – Ferrand Park is a neighborhood pocket park, acquired in 1960, and dedicated as park property (Resolution 6469) in 1971. The City Council approved a re-development project (Resolution 25994) on February 19, 2018, to significantly improve turf quality, play experiences through new and contemporary playground equipment, the addition of a shelter, and accessible walkways at the park.

Social Equity – Our programs, facilities and services create community for individuals and neighborhoods by fostering connections for families and friends while building strong minds and bodies. Expanding the availability for use through the construction of a picnic shelter and accessible pathways will provide more opportunities for community members to participate and make those community connections.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

Optimum Customer Service - The City practices continuous financial stability, utilizing various techniques and practices to ensure its financial status. The project will leverage and reinvest Capital Revolving Funds into community facility development. As we serve to create an attractive, comfortable, engaged community, this project improves the appearance and safety of Ferrand Park.

DISCUSSION:

On February 19, 2018, per Resolution No. 25994, the City of Wyoming awarded a contract to Denny’s Excavating Inc. for the construction of the Ferrand Park Development Project in the amount of \$344,376.70. Included in the approval was a budget amendment incorporating \$44,769 for contingency – specifically to address unforeseen needs during the construction project.

Please find attached an approved change order dated June 26, 2018 per stipulated contingency needs related to unforeseen buried foundation remnants (former playground pieces circa 1960), drainage structure improvements, and erosion control elements. Note that a credit was also applied reflecting to an exchange of a play element on the playground structure. The net change was \$2,470.70, less than 5% of the Council approved contingency.

BUDGET IMPACT:

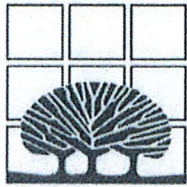
Initial Construction Cost Estimate (base without contingencies, or professional services)	Initial Approved Contract	Final Construction Cost (incorporating change order)	Percent Difference Over Initial Cost Estimate
\$344,383.50	\$344,376.70	\$346,847.40	Less than 1%

Project budget approved by City Council February 19, 2018:

Capital Account # 800-000-57300-975.000	Amount
Professional Fees	\$30,600.00
General Contractor	\$344,376.70
Contingency (13%)	\$44,769.00
Total Project Estimated Cost (including Contingency)	\$419,745.70

Council Authorized Contingency	Actual Contingency Used	Percent Use of Contingency
\$44,769	\$2,470.70	Less than 5%

###



MCSA
GROUP, Inc.

Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

Ferrand Park Improvements
City of Wyoming
Change Order A
June 18, 2018
Page -2-

THE CURRENT STATUS OF THE CONTRACT IS AS FOLLOWS:

Original Contract Amount	\$344,376.70
Net Change for Change Order A	\$ 2,470.70
Net Change for Previous Orders	\$ 0.00
New Contract Amount including previous Change Orders	\$356,847.40

RECOMMENDED BY: M. C. Smith Associates and
Architectural Group, Inc.
(MCSA Group, Inc.)

Date: June 18, 2018

Title: President

ACCEPTED BY: Denny's Excavating

Date: 6/18/18

Title: President

APPROVED BY: City of Wyoming

Date: 6/26/18

Title: Director of Community Services.



Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

DATE: June 19, 2018

TO: Denny's Excavating
13731 Stanton St
West Olive, MI 49460

SUBJECT: CHANGE ORDER A
Ferrand Park Improvements
City of Wyoming

Gentlemen,

You are hereby authorized to make the following changes to the original contract for the above project; with changes in the amount of the Contract Sum as follows:

CONTRACT ADDITIONS

1. Remove concrete chunk from near playground area
ADD \$ 300.00
2. Sawcut, remove and replace sidewalk section at northeast corner of Park adjacent to Concrete drainage structure per Jeff Oonk.
ADD \$ 350.00
3. Furnish and install 20' +/- boulder retaining wall at West side of the entrance ramp to reduce erosion around existing trees
ADD \$1,900.00

TOTAL ADDITIONS THIS CHANGE ORDER **ADD \$ 2,250.00**

CONTRACT DEDUCTIONS

1. Deduct Material cost to Exchange Spiral Step Climber (\$535.60) for the Scramble Up Climber (\$456.30).
DEDUCT (\$79.30)



Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

October 22, 2018

Ms. Rebecca Rynbrandt, Director of Community Services
City of Wyoming
1155 – 28th Street SW.
Wyoming, MI 49509-0905

Re: Ferrand Park Payment Application #5

Dear Ms. Rynbrandt:

M. C. Smith Associates has reviewed Denny's Excavating, Inc. Payment Request #5 (Final Payment) for \$34,684.74 and we recommend that the Payment Request be approved.

Should you have additional questions regarding this recommendation, please feel free to contact me at any time.

Sincerely,

MCSA Group, Inc.

Tiffany Smith
President

Enclosures

cc: Dan Leeuw

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE ONE OF 3 PAGES

CONTRACTOR:
 Denny's Excavating Inc.
 13731 Stanton Street
 West Olive, MI 49460

 City Of Wyoming
 Parks Dept
 1155 28th st SW Wyoming Mi 49509

PROJECT:
 Ferrand Park Improvements

VIA CONSTRUCTION MANAGER:
 VIA ARCHITECT:

APPLICATION NUMBER: 5
PERIOD TO: 10/22/18
PROJECT NOS.:

CONTRACT DATE: 03/13/18

MC Smith
MC Smith

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM	<u>\$344,376.70</u>
Net Change By Change Orders.....	<u>\$2,470.70</u>
CONTRACT SUM TO DATE (Line 1 +2).....	<u>\$346,847.40</u>
TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	<u>\$346,847.40</u>
RETAINAGE:	
a. 0% % of Completed Work (Columns D & E on G703)	<u>\$0.00</u>
b. 0% % of Stored Material (Column F on G703)	<u>\$0.00</u>
Total Retainage (Line 5a + 5b or Total in Column I of G703)	<u>\$0.00</u>
TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	<u>\$346,847.40</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	<u>\$312,162.66</u>
CURRENT PAYMENT DUE	<u>\$34,684.74</u>
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$- 0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$0.00	
TOTALS	\$2,470.70	\$0.00
NET CHANGES by Change Order		\$2,470.70

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 BY: *Dann Lee* DATE 10/22/18

State of: _____ County of: _____
 Subscribed and sworn before me this _____ day of _____ 20____
 Notary Public:
 My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$34,684.74
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:
 By: _____ Date: _____
ARCHITECT:
 By: *[Signature]* Date: 10/22/2019

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ALA Document 0702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NUMBER

S

containing Contractor's signed Certification is attached.

APPLICATION DATE

10/22/18

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECTNO:

Use column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD					
1	Mobilization	\$9,000.00	\$9,000.00	\$0.00		19,000.00	0%	\$0.00	\$0.00
2	Bond and Insurance	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	0%	\$0.00	\$0.00
3	Project sign	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	0%	\$0.00	\$0.00
4	Management	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	0%	\$0.00	\$0.00
5	Site prep	\$10,977.00	\$10,977.00	\$0.00		\$10,977.00	0%	\$0.00	\$0.00
6	Removal of playground	\$5,648.91	\$5,648.91	\$0.00		\$5,648.91	0%	\$0.00	\$0.00
7	4 inch concrete	\$23,184.00	\$23,184.00	\$0.00		\$23,184.00	0%	\$0.00	\$0.00
8	6 inch concrete	\$4,820.00	\$4,820.00	\$0.00		\$4,820.00	0%	\$0.00	\$0.00
9	crushed stone path	\$4,912.00	\$4,912.00	\$0.00		\$4,912.00	0%	\$0.00	\$0.00
10	timber edging	\$12,876.00	\$12,876.00	\$0.00		\$12,876.00	0%	\$0.00	\$0.00
11	concrete steps	\$1,800.00	\$1,800.00	\$0.00		\$1,800.00	0%	\$0.00	\$0.00
12	stone columns	\$29,400.00	\$29,400.00	\$0.00		\$29,400.00	0%	\$0.00	\$0.00
13	Picnic shelter	\$50,000.00	\$50,000.00	\$0.00		\$50,000.00	0%	\$0.00	\$0.00
14	picnic tables	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	0%	\$0.00	\$0.00
15	benches	\$7,500.00	\$7,500.00	\$0.00		\$7,500.00	0%	\$0.00	\$0.00
17	play ground equipment	\$69,800.00	\$69,800.00	\$0.00		\$69,800.00		\$0.00	\$6,980.00
18	wood fiber surface	\$4,960.00	\$4,960.00	\$0.00		\$4,960.00		\$0.00	\$496.00
20	thick concrete edge	\$7,072.00	\$7,072.00	\$0.00		\$7,072.00		\$0.00	\$707.20
21	access ramp	\$1,400.00	\$1,400.00	\$0.00		\$1,400.00		\$0.00	\$140.00
22	4 inch pipe	\$1,490.00	\$1,490.00	\$0.00		\$1,490.00		\$0.00	\$149.00
23	6 inch pipe	\$2,051.00	\$2,051.00	\$0.00		\$2,051.00		\$0.00	\$205.10
24	top dress seeding	\$9,316.44	\$9,316.44	\$0.00		\$9,316.44		\$0.00	\$931.64
25	shade seeding	\$2,262.00	\$2,262.00	\$0.00		\$2,262.00		\$0.00	\$226.20
26	lawn seeding	\$668.00	\$668.00	\$0.00		\$668.00		\$0.00	\$66.80
27	shredded mulch	\$10,463.95	\$10,463.95	\$0.00		\$10,463.95		\$0.00	\$1,046.40
28	landscape edge	\$2,962.40	\$2,962.40	\$0.00		\$2,962.40		\$0.00	\$296.24
29	purple leaf creeper	\$6,029.90	\$6,029.90	\$0.00		\$6,029.90		\$0.00	\$602.99
30	thomdale	\$3,757.00	\$3,757.00	\$0.00		\$3,757.00		\$0.00	\$375.70
31	myrtle	\$9,149.40	\$9,149.40	\$0.00		\$9,149.40		\$0.00	\$914.94
32	interpretive sign	\$3,000.00	\$3,000.00	\$0.00		\$3,000.00		\$0.00	\$300.00
34	A4 edging	\$3,375.00	\$3,375.00	\$0.00		\$3,375.00		\$0.00	\$337.50
35	AS winter creeper	\$10,613.10	\$10,613.10	\$0.00		\$10,613.10		\$0.00	\$1,061.31
36	A6 Thorndale	\$6,633.40	\$6,633.40	\$0.00		\$6,633.40		\$0.00	\$663.34
37	A7 Myrtle	\$16,755.20	\$16,755.20	\$0.00		\$16,755.20		\$0.00	\$1,675.52
38	Change order A	\$2,470.70	\$2,470.70	\$0.00		\$2,470.70		\$0.00	\$247.07
39			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
40			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
41			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
42			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
43			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
44			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
45			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
46			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
47			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00

48			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
49			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
50			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
51			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
52			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
53			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
54			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
55			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
56			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
57			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
58			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
59			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
60			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
61			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
62			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
63			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
64			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
65			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
66			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
67			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
68			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
69			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
70			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
71			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
72			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
73			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
74			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
75			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
76			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
77			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
78			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
79			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
80			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
81			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
82			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
83			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
84			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
85			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
86			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
87			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
88			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
89			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
90			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
91			\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
TOTAL		\$346,847.40	\$346,847.40	\$0.00	\$0.00	\$346,847.40	100%	\$0.00	\$34,684.74

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT ONE
FOR THE CENTRIFUGE REPLACEMENT PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 21, 2017 City Council adopted Resolution number 25867 accepting a proposal from Donohue & Associates, Inc. to provide engineering services for centrifuge replacement.
2. Donohue & Associates, Inc. has provided the City with amendment one to extend the current agreement and it is recommended the City Council accept the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment one for the centrifuge replacement project.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment from Donohue & Associates, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENTS:
Staff Report
Amendment

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 22, 2018

Subject: Contract Extension by Mutual Agreement

From: Myron Erickson PE, Deputy Director of Public Works

Meeting Date: November 5, 2018

RECOMMENDATION:

It is recommended that the City Council authorize the approval of an extension by mutual agreement of the Engineering Services Agreement covering the centrifuge replacement project at the Clean Water Plant.

SUSTAINABILITY CRITERIA:

Environmental Quality: This action has no effect on environmental quality.

Social Equity: This action is not affected by social equity.

Economic Strength: This action has no financial impacts of any kind.

QUALITY SERVICE IMPACT:

Making sure our legal agreements with consulting engineers are valid and in full force and effect protects the City's interests and those of its citizens and rate payers.

DISCUSSION:

We are currently under contract with Donohue Engineering for a centrifuge replacement project. The contract was executed by the Mayor on August 24, 2017 and the agreement is valid for a period of 13 months commencing at the time of execution. Our agreement therefore expired on September 24, 2018, but unexpected delays in the manufacturing of the unit itself have extended the project. Fortunately, the agreement further states that it may be extended by mutual agreement of the parties. Since the project final completion date is June 1, 2019, the agreement should be extended to at least this date.

BUDGET IMPACT:

There is no cost to either party associated with extending this agreement.

Attachment: Extension by mutual agreement of the Engineering Services Agreement



**AMENDMENT NO. 1 to
ENGINEERING SERVICES AGREEMENT
Centrifuge Replacement (Project)
Original Agreement Executed August 21, 2017**

This Amendment is by and between:

City of Wyoming (Owner)
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

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

Who agree to amend the original Agreement, as follows:

AGREEMENT

The Agreement shall be extended as indicated below:

- 1. The Agreement shall be for a period of 24 months, commencing from the original date upon which the Agreement was executed.

PART III – A. COMPENSATION

There is no change in compensation for the Agreement extension outlined above.

APPROVED FOR OWNER

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED FOR DONOHUE

By: _____
Printed Name: Craig W. Brunner, P.E.
Title: President
Date: _____

PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the

indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws provisions.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
PREIN & NEWHOF TO PERFORM ENGINEERING DESIGN SERVICES

WHEREAS:

1. As detailed in the attached Staff Report, Prein & Newhof has provided the City with a proposal to perform engineering design services for the Burlingame station and tanks at total estimated cost of \$182,000.00.
2. Funds for the engineering design services are available in the capital outlay account number 591-591-57300-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Prein & Newhof to perform engineering design services for the Burlingame station and tanks in the total estimated amount of \$182,000.00.
2. The City Council does hereby authorize the Mayor and City Clerk to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal

Standard City Professional Services Contract

Resolution No. _____

STAFF REPORT

Date: October 10, 2018

Subject: Burlingame Water Storage Tanks and Pump Station Project

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: November 5, 2018

Recommendation:

It is recommended the City Council approve the selection of Prein & Newhof engineers to perform the engineering design of the Burlingame Station and Tanks, located at 1581 Charles Russell Drive, at a cost of \$182,000.00.

Sustainability Criteria:

Environmental Quality – Replacing rather than refurbishing worn out and obsolete equipment and facilities minimizes environmental impact.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By soliciting competitive bids from engineering design consultants, the Utilities Department is insuring that we get the best value for this service. This results in the lowest rates possible for our residents and customers.

Quality Service Impact:

The ability to efficiently and reliably store and pump water within the City's distribution system creates a more even pressure for our customers and ensures a positive pressure to protect water quality and provide fire protection.

Discussion:

The two steel tanks and pump station are the oldest in the City's water distribution system and have been in service since 1954. The tank assessment by Dixon Engineering performed in 2011 indicated the tanks would require a significant amount of work to keep them serviceable in the long term. The 2017 Reliability Study indicated the Burlingame pump station was in need of significant repair and equipment replacement to improve efficiency and long-term service.

Engineering design qualification statements and cost proposals were solicited for the Burlingame pump station and ground storage tanks. Responses were received from four capable firms. The proposal provided by Prein & Newhof has been selected in the best interest of the City at a cost of \$182,000.00.

Budget Impact:

The project engineering and design cost is planned in the Capital Outlay budget 591-591-57300-986444.

7. SCOPE OF SERVICES

Defining the scope of services for the project is challenging due to the various potential outcomes of the Design/Approach Confirmation. Your RFP/Q requested the scope of services to include replacement of the booster station. The scope of services and type of services varies significantly between rehabilitating the existing ground storage tanks and constructing a new 5 million gallon tank. While we considered both options, our proposal assumes that a new tank will be constructed as this presents the more significant work effort.

Based on the stated scope of work, we propose to work on a time and material basis with a proposed worked effort of \$182,000 (revised 10-17-2018 to include IO wiring drawings).

If needed, we will work with the City to adjust the final scope of services following completion of the Design/Approach Confirmation portion of the project.

CITY OF
Wyoming
MICHIGAN

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: November 5, _____, 2018.

"Professional" means: Prein&Newhof

[Name of professional entity]
A Michigan Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]
3355 Evergreen Drive NE

[Professional's street address]
Grand Rapids, Michigan 49525

[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Profession Engineering Services for replacement of the Burlingame Pump Station and Tanks.

[Detail the work: e.g., "design and construction services for..." "appraisal of..." "delineate wetlands at..." etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

None

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

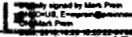
Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Prein&Newhof

[Professional's name]

By: Mark Prein 

[Signature officer, director or principal of Professional]
Mark Prein, Vice President

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

Date signed: October 26, 2018

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

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

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.

9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p> <p>AUTOMOBILE LIABILITY INSURANCE</p>
--

<p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>PROFESSIONAL LIABILITY INSURANCE</p> <p>Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>

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

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

Mark Prein

Digitally signed by Mark Prein
 DN: cn=CAUS, email=markprein@preinnewhof.com, o=Prein&Newhof
 Date: 2018.10.26 07:16:47-0400

[Signature]

Mark Prein, Vice President

[Printed Name and Title of Person Signing]

Prein&Newhof

[Printed Name of Professional]

Date signed: 10/26/2018

**Exhibit B
Proposal**

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
PLOW TRUCKS AND SALTING EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase two dump/plow truck cab and chassis from Freightliner of Grand Rapids in the total amount of \$172,470 using the Village of Elk Rapids, Michigan bid.
2. It is recommended, the City Council authorize the purchase two salt spreaders from Knapheide Truck Equipment in the total amount of \$327,500 using the State of Michigan MiDeal contract.
3. It is recommended, the City Council authorize the purchase and installation of one hook lift and hydraulic system in the total amount of \$42,760 from Marrel Corporation
4. Funds for the purchase of the two dump/plow truck cab and chassis and the hook lift are available in the Fleet Services Vehicle capital outlay account number 662-441-58500-985000.
5. The purchase of the two salt spreaders will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the two dump/plow truck cab and chassis from Freightliner of Grand Rapids in the total amount of \$172,470.
2. The City Council does hereby authorize the purchase of two salt spreaders from Knapheide Truck Equipment in the total amount of \$327,500.
3. The City Council does hereby authorize the purchase of one hook lift and hydraulic system in the total amount of \$42,760 from Marrel Corporation.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
5. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENTS:

Budget Amendment

Staff Report

Freightliner of Grand Rapids Proposal

Knapheide MiDeal Contract

Marrel Quotation

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 29, 2018

SUBJECT: Award of Purchase – Plow Trucks and Salting Equipment

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 5, 2018

RECOMMENDATION

It is recommended that the City Council award the purchase of two dump / plow truck cab and chassis to Freightliner of Grand Rapids, in the amount of \$172,470.00, using the Village of Elk Rapids, Michigan bid. It is also recommended that the City award the purchase of two Henderson Task Force Salt Spreaders to Knapheide Truck Equipment in the amount of \$327,500.00, to be installed on the two new truck chassis, using the MiDeal Contract #071B7700087. It is also recommended that the City Council approve the purchase and installation of one hook lift and hydraulic system in the amount of \$42,760.50 to Marrel Corporation, as a sole source supplier, to upgrade a current truck chassis.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public health and welfare. Through careful research, equipment selected meets latest emission standards

Social Equity

This equipment is used to maintain road infrastructure and facilities within our community, without regard to income level or socio economic status. Specialized snow plowing and salting equipment provides important safety benefits for our community.

Economic Strength

The proposed equipment purchase provides staff with a higher quality equipment and better warranty programs, reducing equipment maintenance and costs and down time. When possible, the City purchases equipment using cooperative purchasing agreements or other community bids. The equipment recommended for purchase will allow better rock salt and brine application management, reducing salt usage and providing a better level of service for our residents.

DISCUSSION

The City uses a wide variety of equipment to maintain the city's infrastructure. As the current fleet ages and comes to the end of its life cycle, equipment is replaced to improve work force efficiency and reduce equipment repair and maintenance costs. Whenever possible, Fleet Services utilizes cooperative purchasing agreements or bids from other communities to save time and expense.

We recommend the replacement purchase of two dump / plow truck cab and chassis which reached the end of their life cycle in June of 2017, be awarded to Freightliner of Grand Rapids in the total amount of \$172,470.00, using the Village of Elk Rapids, Michigan bid. These trucks use the latest technology to achieve the latest emissions requirements while providing the needed performance and improved fuel economy.

We also recommend the replacement of two 30-year old salt spreaders with two Henderson Task Force salt spreaders, a front plow, a wing plow and a under body scraper to Knapheide Truck Equipment in the amount of \$327,500.00, utilizing State of Michigan MIDEAL contract #071B7700087. The new salt spreaders incorporate the latest technology allowing for precise placement of salt over one, two or three lanes of traffic. The salt spreaders also allow for pretreating of the salt with liquid to increase the effectiveness of the salt by starting the melting process prior to its placement, as well as limits/restricts the salt bounce area to the lanes applied. The salt spreaders also have the ability to apply liquid brine directly to one, two or three lanes of street surface at one time in a process called anti-icing. This process inhibits ice formation on roads, can be applied days before a storm, and begins working as soon as a snow event occurs. Additionally, this process reduces the amount of rock salt needed during subsequent snow removal efforts.

We also recommend the purchase and installation of a hook lift and underbody scraper on an existing truck cab and chassis to a single source supplier, Marrel Corporation, in the amount of \$42,760.50. This sole source supplier has provided the same equipment used on six other City trucks and is recommended to continue for consistency and maintenance purposes. This will make this truck a multi-use vehicle to be used as a dump truck, leaf collection truck, and as a smaller snow plow truck that is more appropriately sized for plowing narrow streets located on the City's north side.

BUDGET IMPACT

Sufficient funds exist in the Fleet Services Vehicle Capital Outlay Account 662-441-58500-985.000. A budget amendment will be submitted to ensure sufficient funds exist in the Fleet Services Equipment Capital Outlay Account 662-441-58500-987.000.

Sample photo of truck cab and chassis from Freightliner of Grand Rapids:



Sample photo of salt spreader insert from Knapheide Truck Equipment:



Sample photo of hook lift and hydraulic system from Marrel Corporation:



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-18D	SD PRL-18D (EFF:04/17/18)			STD
Data Version				
DRL-024	SPECPRO21 DATA RELEASE VER 024			N/C
Vehicle Configuration				
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748	\$122,790.00
004-220	2020 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-011	CONSTRUCTION SERVICE			STD
A84-1CO	CONSTRUCTION BUSINESS SEGMENT			STD
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			N/C
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 25000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs			
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 14.0 ft			
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.			N/C
Engine				
101-22T	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM			\$6,520.00
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM			N/C
79Q-005	PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$109.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1C5	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$578.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-213	(3) DTNA GENUINE, FLOODED STARTING AND CYCLING, MIN 2100CCA, 570RC, THREADED STUD BATTERIES	40	20	\$303.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-006	BATTERY BOX FRAME MOUNTED LH SIDE 60 INCHES AFT OF CAB			\$203.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-011	NON-POLISHED BATTERY BOX COVER WITH 3/16 INCH TETHER ON FORWARD SIDE OF COVER/BOX			\$20.00
87P-001	CAB AUXILIARY POWER CABLE	5		\$66.00
293-060	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	8		\$234.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$97.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		STD
016-1C0	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK	65	65	\$3,020.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$3.00)
* 237-1CU	RH CURVED TOPSTACK			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10	(\$95.00)
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			(\$17.00)
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB			\$105.00
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			\$48.00
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
120-009	FLEETGUARD PLAIN COOLANT FILTER			\$122.00
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15		\$69.00

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-020	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 3, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL			N/C
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-038	MARKER LAMP CONNECTION FOR BODY BUILDERS			\$35.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$23.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$61.00
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210		\$3,436.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-016	STEMCO ALUMINUM VENTED FRONT HUB CAPS WITH WINDOW AND CENTER AND SIDE PLUGS - OIL			\$6.00
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$60.00
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			\$14.00
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		\$1,507.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			(\$326.00)
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-190	RS-25-160 25,000# R-SERIES SINGLE REAR AXLE		230	\$2,914.00
421-643	6.43 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-046	SPL140HD DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	25	25	\$623.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$674.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-005	BUZZER AND BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES		40	(\$695.00)
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80	N/C
425-002	REAR BRAKE DUST SHIELDS		5	\$56.00
440-006	REAR OIL SEALS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
426-1B5	BENDIX EVERSURE LONGSTROKE HEAVY DUTY 30/36 1-DRIVE AXLE SPRING PARKING CHAMBERS			\$124.00
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$53.00
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			\$124.00
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
* 622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		160	\$463.00
621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
623-005	FORE/AFT CONTROL RODS			STD
Brake System				
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			N/C
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)			\$106.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2		\$224.00
Trailer Connections				
296-029	PRIMARY RECEPTACLE CENTER PIN WIRED TO BACKUP LIGHT CIRCUIT WITH STOP SIGNAL PREWIRE PACKAGE			\$96.00
297-041	SAE J560 7-WAY PRIMARY CABLE RECEPTACLE MOUNTED END OF FRAME WITH 36" ADDITIONAL CABLE AT REAR CROSSMEMBER	5	5	\$901.00
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Wheelbase & Frame				
545-507	5075MM (200 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	380	130	\$1,006.00
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW			N/C
552-049	2125MM (84 INCH) REAR FRAME OVERHANG			N/C
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	160	N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20	\$4.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 134.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 131.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 348.66			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 134.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 67.53 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 150.25 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$50.00
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E7	14 INCH PAINTED STEEL SEVERE DUTY BUMPER	130	-15	\$235.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$95.00
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME			N/C
605-017	LEVEL FRAME RAILS (+1%, -0%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS			\$140.00
Fuel Tanks				
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		\$295.00



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218-001	23 INCH DIAMETER FUEL TANK(S)			N/C
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			\$334.00
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	5		\$313.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$736.00
094-0E3	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES		156	\$968.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$192.00
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS			(\$156.00)
498-019	ALLIGATOR/V2B DUAL SEAL INFLATOR CAPS, FRONT AND REAR			\$24.00
Cab Exterior				
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2		\$62.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-037	SHORT FENDER WITH MUDFLAP			\$141.00



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754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$110.00
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$59.00
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			\$221.00
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			\$66.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$15.00
644-004	FIBERGLASS HOOD			STD
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5		\$130.00
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		\$75.00
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			N/C
657-1AV	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1009			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS			\$64.00
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME			\$15.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$286.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74A-001	RH DOWN VIEW MIRROR			\$21.00
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12		\$281.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS			\$9.00
768-043	63X14 INCH TINTED REAR WINDOW			STD



Prepared for:
 TED SEIL
 CITY OF WYOMING
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Prepared by:
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 RAPIDS
 5285 CLAY AVENUE S.W.
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 49548
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Data Code	Description	Weight Front	Weight Rear	Retail Price
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4		\$218.00
663-013	TINTED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$26.00
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$60.00
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			(\$2.00)
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		\$26.00
693-023	LH DOOR MAP POCKET			\$101.00
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
860-004	SMART SWITCH EXPANSION MODULE			\$206.00
720-003	5 LB. FIRE EXTINGUISHER	10		\$60.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES			\$37.00
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$190.00
285-027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT			\$34.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			\$63.00
655-005	LH AND RH ELECTRIC DOOR LOCKS			\$99.00
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			STD
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$24.00
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70		\$414.00
760-1D9	PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	60	20	\$451.00
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$138.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			\$2.00
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			\$4.00
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$26.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-006	ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH			\$28.00
721-001	97 DB BACKUP ALARM		3	\$47.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			\$76.00
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10		\$398.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			\$9.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			\$76.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS			\$25.00
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-077	EIGHT ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS; FOUR WIRE TO CHASSIS AT BACK OF CAB, FOUR UNWIRED, LABEL ALL OPT			\$149.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			\$17.00
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS			\$214.00
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			\$39.00
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

Design

*	065-000	PAINT: ONE SOLID COLOR		STD
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Color

*	980-MOE	CAB COLOR A: G8112EB NATIONAL CHROME YELLOW ELITE BC		N/C
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		STD
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		STD
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		STD
	964-020	STANDARD BLACK BUMPER PAINT		STD
	963-003	STANDARD E COAT/UNDERCOATING		STD

Certification / Compliance

	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		STD
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Secondary Factory Options

*	999-062	DEALER/CUSTOMER ADVISED AND ACCEPTS BUMPER SHOULD BE REMOVED PRIOR TO RECOVERING/TOWING THE VEHICLE PER FRACAS:11687		N/C
---	---------	--	--	-----

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

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TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$154,385.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8585 lbs	4822 lbs	13407 lbs
Total Weight ⁺	8585 lbs	4822 lbs	13407 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,100.00

Extended Warranty

WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES	\$200.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$200.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



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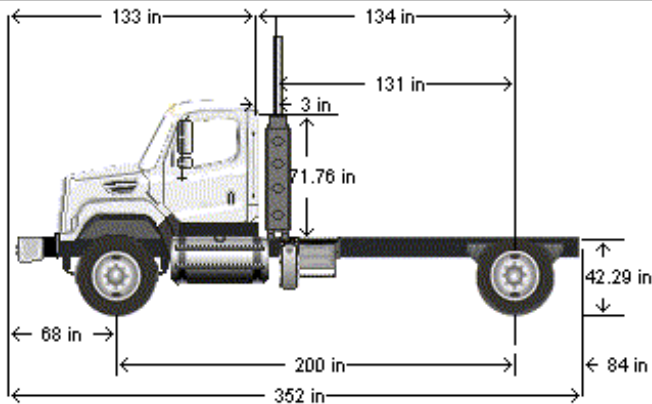
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	5075MM (200 INCH) WHEELBASE
Rear Frame Overhang (552)	2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	133.5
Bumper to Centerline of Front Axle (BA)	67.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	134.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	131.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	218.4
Cab Height (CH)	71.8
Wheelbase (WB)	200.0
Frame Overhang (OH)	84.0
Overall Length (OAL)	351.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs)..... 18000.0
 Expected Pusher Axle(s) Load (lbs)..... 0.0
 Expected Rear Axle(s) Load (lbs) 25000.0
 Expected Tag Axle(s) Load (lbs)..... 0.0
 Expected GVW (lbs) 43000
 Expected GCW (lbs) 0.0
 Front Axle (400)..... DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620) 20,000# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418) CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
 Front Disc Wheels (502) ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
 Front Tires (093)..... MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
 Front Brakes (402)..... MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 Steering Gear (536)..... TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
 Rear Axle (420) RS-25-160 25,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)..... 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
 Rear Hubs (450) CONMET PRESET PLUS PREMIUM IRON REAR HUBS
 Rear Disc Wheels (505)..... MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
 Rear Tires (094) MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
 Rear Brakes (423) MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES
 Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
 Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
 Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES



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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	20000	25000
Suspension	20000	30000
Hubs	23000	26000
Brakes	20000	26000
Wheels	20000	29600
Tires	20000	27120
Power Steering	22000	N/A
GAWR (per axle)	20000	25000
GAWR (per axle system)	20000	25000
Expected Load (per axle system)	18000	25000
Vehicle GVWR Summary		
Calculated GVWR	45000	
Expected GVWR	43000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	20,000# TAPERLEAF FRONT SUSPENSION
CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5075MM (200 INCH) WHEELBASE
RS-25-160 25,000# R-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	2125MM (84 INCH) REAR FRAME OVERHANG
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	86,305	\$	172,610
EXTENDED WARRANTY		\$	200	\$	400
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	86,505	\$	173,010

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(270)	\$	(540)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	86,235	\$	172,470
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COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.

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Authorization from Brad Klucznski, Department of Public Works Superintendent regarding using the Village of Elk Rapids pricing for purchase of Freightliner trucks for the City of Wyoming.



darryl holton <deholton64@gmail.com>

bid results

1 message

Tom Siderius <TomS@ftlgr.com>
To: "deholton64@gmail.com" <deholton64@gmail.com>

Tue, Oct 16, 2018 at 8:47 AM

Could you send me an email giving permission for the City of Wyoming to use the same pricing as you received on the plow chassis you just purchased? They want a reference unit to compare their pricing to.

I would also share your pricing with them for comparison, shouldn't be a problem as it is approved in your village minutes I'm sure. Let me know if this doesn't work for you.

Thank you!

Tom Siderius
Freightliner of Grand Rapids
5285 Clay Av SW
Grand Rapids, MI 49548
Phone: 616-531-6600
Fax: 616-531-2300
Cell: 616-540-8671
toms@ftlgr.com

Go ahead with using it. If you need a copy of the Resolution, we can forward it to you

Brad Klucznski



KNAPHEIDE TRUCK EQUIPMENT

1200 South Averill Avenue * FLINT, MI 48503 * 800-589-9100 * FAX 855-629-4643

******* Quality for over 50 years *******

**October 11, 2018
City of Wyoming DPW
2660 Burlingame Avenue SW
Wyoming, MI 49509**

Attention: Ted Seil Phone: 616-530-7273 Cell: 616-558-6659 Fax: 616-530-8464

PO#: Salesman: Jim Fountain Terms: NET 30 DAYS VIN#
Truck Year: 2018/19 Make: Model: SINGLE AXLE CA:
Chassis Available: Delivery Promise: 90-120 DAYS FOB: CUSTOMER

QUOTATION

PRICING BASED ON STATE OF MICHIGAN MI-DEAL CONTRACT # 071B770087



DUMP BODY:

HENDERSON MARK E 11 FOOT HEAVY DUTY SINGLE AXLE DUMP BODY.
UNIBODY DESIGN -- NO CROSSMEMBERS. ONE-PIECE 1/4" AR400 STEEL FLOOR, 200,000 PSI YIELD STRENGTH, 5" FLOOR TO SIDE RADIUS. ONE-PIECE 7 GA. STAINLESS STEEL SIDES, FRONT AND TAILGATE, FOLD DOWN SS LADDER STREET SIDE.

HOIST:

MAILHOT CS90-4.5-3 CLASS 50, 21.5 TON FRONT HOIST.
TRUNNION MOUNT (LIFTS FROM BODY LONG SILLS), BASE CRADLE MOUNT (REDUCES SIDE LOADING), NITRIDED CYLINDERS (HARDER, 30 TIMES MORE RUST RESISTANT THAN HARD CHROME), POWER UP/DOWN. NOT INVERTED (LARGEST SECTION ON BOTTOM), BORE-SEAL DESIGN. NITRIDED PINS WITH GREASELESS REPLACEABLE COMPOSITE BUSHINGS. 22" x 84" STAINLESS STEEL CABSHIELD. PANCAKE STYLE AIR TAILGATE RELEASE.

ROLL RITE AUTOMATIC TARP SYSTEM WITH MESH TARP.

FRONT PLOW:

HENDERSON SNOW FOE 10' ONE WAY PLOW.
HIGHWAY ORANGE POWDER PAINT, 36" PLASTIC BLADE GUIDES, SCREW ADJUSTABLE SKID SHOES, HUSTING TYPE HITCH, POWER UP DOWN FIXED ANGEL.

UNDERBODY SCRAPER:

HENDERSON MODEL UBS-12 12' UNDERBODY SCRAPER WITH 20" HIGH MOLDBOARD. CARBIDE CUTTING EDGE WITH CARBIDE CURB GUARDS. 2-DOUBLE ACTING REVESE CYLINDERS. POWER UP AND DOWN, WITH CUSHION VALVE, AND RELIEF VALVE 2" DIAMETER X 8" BOLT-ON CURB GUARDS BOTH SIDES.

PATROL WING:

HENDERSON 7FT. PATROL WING MOUNTED ON CURB SIDE OF TRUCK WITH SAFTEY STORAGE CHAINS, AND HYDRUALIC SAFETY STORAGE VALVES, 7 FT. CUTTING EDGE.



SPREADER:

HENDERSON 10 ft. STAINLESS STEEL TASK FORCE VBOX SPREADER WITH 400 GALLON LIQUID CAPACITY TANKS, SPINNER, SELF STORING SS LEGS, AIR TAILGATE LATCH, SIDE TIE DOWNS, HEAVY DUTY SS REAR BUMPER, THREE LANE ANTI-ICE BOOM, DUAL AUGER, DIRECT APPLICATION PRE-WET SPRAY BAR MOUNTED ABOVE DUAL AUGERS, HD SS TOP SCREENS.

REAR SPINNER:

HENDERSON DIRECT CAST REAR SPINNER 201 STAINLESS STEEL SPINNDER SYSTEM CAPABLE OF BEING ADJUSTED ELEWTRONICALLY IN THE CAB TO SPREAD FROM 1 LANE LEFT, CENTER, OR RIGHT, OR 2 LANES LEFT OR RIGHT, OR UP TO 3 LANES AT ONE TIME. TRADITIONAL UPPER CHUTE WELDMENT WITH (4) POSITION HEIGHT ADJUSTMENT, CONSTRUCTED OF 201 STAINLESS STEEL, THE REAR SIDE OF THE FOCUSING CHUTE SHALL HAVE (2) NOZZLES WHICH PROVIDE CPABILITY TO APPLY LIQUID TO THE GRANULAR PRODUCT PRIOR TO ENTERING THE SPINNER ASSEMBLY FOR DISCHARGE. THIS SHALL BE MOUNTED TO THE CHUTE VIA A PIVOTING COLLAR. THE COLLAR SHALL ALLOW THE SPINNER TO ROTATE LEFT AND RIGHT THROUGH A SINGLE 1.5 – 6.5 DOUBLE ACTING CYLINDER WITH A LINEAR TRANSDUCE TO PROVIDE FEEDBACK TO THE IN CAB CONTROLLER OF CURRENT POSITION. THE SPINNER DISK WILL BE DRIVEN BY A 4 – BOLT 2.8 CIR HYDRAULIC MOTOR, AND PROVIDE FEEDBACK TO THE IN-CAB CONTROLLER. THE SPINNER WILL 24" DIAMETER, SPINNER POSITION WILL BE DISPLAYED IN CAB ON HENDERSON DIRECT CAST CONTROLLER.

HYDRAULIC SYSTEM:

HOT SHIFT PTO SYSTEM SAUER DANFOSS PTO MOUNT PUMP, SAUER DANFOSS VALVE SECTION MOUNTED OUTSIDE THE TRUCK FRAME IN A STAINLESS STEEL VALVE ENCLOSURE. FULLY PROPORTIONAL HYDRAULIC CONTROLS, FOR HOIST, SCRAPER, AND PLOW WITH BE OPERATED BY SINGLE JOYSTICK CONTROL MOUNTED ON ARM STYLE CONSOLE FULLY ADJUSTABLE PEDESTAL UP DOWN LEFT RIGHT, WITH OSHA DEAD MAN SWITCH. ADDITIONAL SMALLER SEPARATE DEDICATED JOYSTICK CONTROL FOR WING. COMPONENT TECHNOLOGIES XDS SPREADER CONTROL. WITH BLAST BUTTON, AND UNLOAD SWITCH. TPE TYPE MOLDED WIRING SYSTEM FROM THE CONTROL CONSOLE TO THE VALVE, TO INCLUDE IAGNOSTIC BOARD WITH LED INDICATION. 40 GALLON BACK-OF-CAB HYDRAULIC TANK, 7 GAUGE. 5" COMBINATION TEMPERATUER/SIGHT GAUGE, FLANGE-MOUNT RETURN FILTER, ELECTRONIC FUEL SENDING UNIT, SUCTION STRAINER, LOW OIL WARNING SENSOR, EXTRA FILTER ELEMENT. STAINLESS STEEL POPPET STYLE QUICK COUPLERS WITH DUST COVERS FOR PLOW AND SPREADER. 304 STAINLESS STEEL VALVE ENCLOSURE. PAVEMENT AND AMBIENT TEMPERATURE PROBE, INFORMATION DISPLAYED ON XDS CONTROL HEAD.

SAFETY CAMERA SYSTEM:

REAR VIEW SAFTEY CAMERA, WITH CAMER AT REAR, CAMERA VIEWING VBOX HOPPER STORAGE, CAMERA STREET SIDE, AND ON CURB/WING SIDE OF TRUCK, QUAD SCREEN DISPLAY. CAMERA WASH WITH AIR DRY SYSTEM, CAMERA MIL SPEC. GRADE, WITH SS GUARD PROTECTING EACH CAMERA.

LASER GUIDE SYSTEM:

ROOF MOUNTED SAFETY LASER GUIDE FOR WING OPERATON.

10" STRUCTURAL CHANNEL FRONT BUMPER, TAPERED AT ENDS, HUSTING STYLE PLOW HITCH WITH 4" X 10" NITRATED DOUBLE ACTING LIFT CYLINDER.



PHT16AOL8 PINTLE HITCH WITH MOUNTED TO 3/4" THICK HITCH PLATE, CHASSIS STT LIGHTS RECESSED BEHIND HITCH. HITCH C/L TO BE 19" FROM GROUND TO REST POINT. **MUD FLAPS IN FRONT OF AND BEHIND REAR TIRES.**
PAIR REAR TOW HOOKS. P0LACK 7 WAY FLAT BLADE TRAILER SOCKET.

ELECTRICAL MISC:

MULTI-HARNESS TO CONNECT ALL ELECTRICAL FUNCTIONS. LED MARKER LIGHTS, STT AND B/U LIGHTS MOUNTED IN REAR CORNER POSTS WITH TWO L.E.D. AMBER/GREEN WARNING LIGHTS REAR FACING, TWO IN TOP HOLES, W/STT CENTER AND B/U LIGHTS IN BOTTOM, TWO L.E.D. AMBER/GREEN WARNING LIGHTS ONE EACH SIDE. FOUR AMBER/GREEN WARNING LIGHTS MOUNED ON SIDE OF DUMP BODY IN LOWER RUB RAIL, ONE NEAR FRONT, AND ONE NEAR REAR, ONE AMBER/GREEN WARNING LIGHT MOUNTED IN SS LIGHT BOX ON END OF WING, FACING REAR, WITH ONE AMBER ROUND LED LIGHT FACING FORWARD FOR DRIVER TO VIEW. ELECTRONIC BACK UP ALARM, BETTS ELECTRICAL JUNCTION BOX AT REAR BETWEEN FRAME RAILS UNDER BODY.

MI DEAL CONTRACT PRICE INSTALLED: \$ 163,750.00 EA.

PRICING BASED ON STATE OF MICHIGAN MI-DEAL CONTRACT # 071B7700087



QUOTED BY: JIM FOUNTAIN CELL: 810-620-0755 FAX: 855-629-4643
Email: jfountain@knapheide.com



Quotation

4750 14 Mile Road NE
 Rockford, MI 49525
 Phone 616-863-9155
 Fax 616-863-9177

Sold To: CITY OF WYOMING
 2660 Buringame Ave.
 Wyoming MI. 49509

Ship To:

Phone 616-530-7273

Date: 10/18/2018

Fax 616-530-8464

FOB:

email: seilt@wyomingmi.gov

Terms:

Contact TED SEIL

Model	Description	Qty	Unit Price	Total Price
AL120S-14	26,000 lbs 13 - 16 ft bodies Standard Hook Height 54"	1	18779.00	\$ 18,779.00
Optional hook height		0	0.00	\$ -
Pick Hydraulics	Pressure Compensated Pump and Valve with Controls	1	14445.00	\$ 14,445.00
Pick Hydraulics		0	0.00	\$ -
Pick Hydraulics		0	0.00	\$ -
5.414N	Steel diamond plate fenders for 22.5 tires single axle	2	218.00	\$ 436.00
6.20LED	Rear bumper with center open for pintle LED'S	1	563.00	\$ 563.00
Pick Tarp		0	0.00	\$ -
Hot Shift	PTO FOR ALLISON TRANS	1	1895.00	\$ 1,895.00
Black MD	Paint medium hoist black	1	650.00	\$ 650.00
Pick Container Acces	Strobe boxes at rear	2	22.50	\$ 45.00
Pick Container Acces	Pintle Hook / Plate	1	225.00	\$ 225.00
	Estimate to Move Axle Shorten		2000.00	
Pick Options	MOUNTING PADS	1	350.00	\$ 350.00
Pick Options	Install Customer Supplied Belly Scraper	1	1250.00	\$ 1,250.00
Labor	Hours to install above components	48.5	\$ 85.00	\$ 4,122.50
	Freight			\$ -
SubTotal				\$ 42,760.50
Tax				\$ -
Total				\$ 42,760.50

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
AUTOMOTIVE BODY REPAIRS

WHEREAS:

1. As detailed in the attached Staff Report, Auto Body Experts has offered to extend their current bid pricing for automotive body repairs through December 1, 2019.
2. Funds have been budgeted in the Motor Pool, Equipment Operations, Repairs and Maintenance account number 661-441-58200-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for automotive body repairs from Auto Body Experts through December 1, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENTS:

Staff Report

Tab Sheet

Letter

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 17, 2018
SUBJECT: Bid Extension, Automotive Body Repairs
FROM: Ted Seil, Fleet Services Supervisor
Date of Meeting: November 5, 2018

RECOMMENDATION

It is recommended that the City Council authorize the extension of the Bid for Automotive Body Repair for one year to Auto Body Experts in the amounts as shown on the attached bid tabulation.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, the motor pool fleet needs to be maintained in optimal working condition.

Social Equity

The Fleet Services fleet within the City provides the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Fleet Services Fleet.

Economic Strength

The Fleet Services fleet provides the city with the opportunity to deliver safe and reliable services to the businesses and residents of the City.

DISCUSSION

The City of Wyoming operates a fleet of 290 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident. The damage sustained by the vehicles needs to be repaired. Accident damage typically requires unique skills, special tools, and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repairs to an outside contractor.

In 2017, the City bid automotive body repairs for a one year contract. The bid was awarded to Auto Body Experts, the lower of 2 bidders for auto body repair.

Auto Body Experts has agreed to extend the bid for one year and Fleet Services concurs. Their request to extend the bid at current rates is attached.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Equipment Operations, Repairs and Maintenance account, 661-441-58200-930.000.

CITY OF WYOMING
 TABULATION OF BIDS
 AUTO BODY REPAIRS

Opened By City Clerk On October 24, 2017 at 11:00 a.m. o'clock

All bid prices reduced to net.

CITY OF WYOMING	Rate Per Hour					
Bidder:	Auto Body Xperts			Gerber Collision and Glass		
Type of Vehicle:	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material
Cars	\$ 34.00	\$ 34.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 28.00
Police Cars	\$ 34.00	\$ 34.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 28.00
Vans	\$ 34.00	\$ 34.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 28.00
Light Duty Trucks	\$ 34.00	\$ 34.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 28.00
Medium Duty Trucks	\$ 34.00	\$ 34.00	\$ 25.00	\$ 72.00	\$ 72.00	\$ 42.00
Heavy Duty Trucks	\$ 34.00	\$ 34.00	\$ 25.00	\$ 72.00	\$ 72.00	\$ 42.00



September 27, 2018

Auto Body Xperts would like to continue the contract for the City Of Wyoming repairs. We would like to continue to do them for the next year again till 12/1/19. Thank you again for this opportunity and it has been a pleasure in serving you. Please contact aberoza@hudsonvillebodyshop.com or at 616-669-6692 if any questions.

Thank you
Amanda Beroza
Auto Body Xperts
616-669-6692

RESOLUTION NO. _____

RESOLUTION TO AWARD A PROPOSAL FOR
TOWING & STORAGE OF VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received for towing and storage of vehicles.
2. It is recommended the City Council accept the lone proposal received from Merl's Towing Service, Inc. at the prices as shown on the attached Staff Report.
3. Funds for the towing and storage of vehicles are available in the Police-Patrol-Impounds and Towing account number 101-305-31500-962000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for towing and storage of vehicles to Merl's Towing Service, Inc. through December 31, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 25, 2018

SUBJECT: Towing and Storage of Vehicles

FROM: Captain James Maguffee

MEETING DATE: November 5, 2018

RECOMMENDATION:

I respectfully recommend the City Council award the proposal for a three year contract for towing and storage of vehicles to the sole bidder, Merl's Towing Service, Inc.

SUSTAINABILITY CRITERIA:

Environmental Quality – The towing and storage of vehicles through towing companies provides a method to insure that vehicles are towed and stored in a secure and environmentally appropriate method.

Social Equity – Does not significantly impact this criterion.

Economic Strength – The terms of the bid are largely a continuation of our current agreement with the bidder as it relates to services provided. The performance of the bidder over the past contract period has proven effective and efficient. The bid includes price increases of approximately 15% over the previous contract period.

DISCUSSION:

On September 20, 2018, the City Clerk published a notice to bidders regarding the towing and storage of vehicles on behalf of the City of Wyoming. The notice was sent to 36 prospective bidders. On October 9, 2018 the City received one bid from Merl's Towing Service, Inc. This was the only bid received during the acceptance period. The bid amounts are shown below. Please note the bidder did include six exceptions to the bid specifications. Those exceptions are listed on a labeled attachment to this report. I have discussed these exceptions with city purchasing personnel and find them reasonable.

	Merl's Towing Service, Inc.		
	(Per Occurrence)		
	2019	2020	2021
Service Call - Non Tow	\$49.00	\$52.00	55.00
Service Call - Includes tow to any destination within the City of Wyoming limits	\$49.00	\$52.00	\$55.00
*Accident Call - Includes clean-up and tow to any destination within the City of Wyoming limits.	\$105.00	\$108.00	\$111.00
**Impound Tow - Includes safe-keeping and abandoned vehicles	\$105.00	\$108.00	\$111.00
Additional charge for Dolly Service	\$40.00	\$42.00	\$45.00
***Additional charge for Winching Service	\$38.00	\$41.00	\$44.00

	Merl's Towing Service, Inc.		
	(Per Occurrence)		
	2019	2020	2021
Daily Outside Storage Charge (NOTE: No storage charge shall be levied for the first calendar day of any part thereof.)	\$34.00	\$36.00	\$38.00
Daily Inside Heated Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	\$40.00	\$42.00	\$44.00
Tow Charge per mile beyond City of Wyoming limits (Per Towed Mile)	\$5.00	\$5.00	\$5.00
Please See Attachment for exceptions to bid specifications.			

Because the need for towing and storage is variable, we must estimate future costs based on past needs. Based on expenditures last fiscal year and thus far this year, we can expect to spend approximately \$12,000-\$18,000 over the three year period covered in this bid. Payments for these costs come from the Police-Patrol-Impounds and Towing account number 101-305-31500-962000.

EXPLANATION OF COST:

Most incurred costs associated with towing and storage relates to vehicles towed as evidence in crimes or personal injury crashes and city owned vehicle tows due to crashes or mechanical failure. I reviewed year to date tows with Merl's as I prepared this report. In this calendar year we have incurred expense on 55 tows. Approximately 2/3 of those were for evidence vehicles and 1/3 was city vehicle tows.

The majority of other tows for reasons such as impounds and abandoned vehicles, the City incurs no cost as it becomes the responsibility of the registered owner. In cases of unclaimed abandoned vehicles, after appropriate legal processes, Merl's sells the vehicle at auction, recovers their towing and storage costs, and sends remaining funds to the city. We then forward that to the state, which deposits the funds into the state unclaimed property fund.

Respectfully,

Cpt. James Maguffe



BID PROPOSAL FORM

List below the price for towing services and storage as per the specifications contained herein:

* Please see notes in Exceptions to the Bid Specifications Towing & Storage Charges for 1-ton and smaller model vehicles* Vehicles less than 10,001 GVWR	January 1 – December 31		
	2019 (Per occurrence)	2020 (Per occurrence)	2021 (Per occurrence)
Service Call – Non Tow	49 ⁰⁰	52 ⁰⁰	55 ⁰⁰
Service Call – Includes tow to any destination within the City of Wyoming limits	49 ⁰⁰	52 ⁰⁰	55 ⁰⁰
Accident Call * Includes clean-up and tow to any destination within the City of Wyoming limits	105 ⁰⁰	108 ⁰⁰	111 ⁰⁰
Impound Tow * Includes safe-keeping and abandoned vehicles	105 ⁰⁰	108 ⁰⁰	111 ⁰⁰
Additional charge for dolly service	40 ⁰⁰	42 ⁰⁰	45 ⁰⁰
Additional charge for winching service *	38 ⁰⁰	41 ⁰⁰	44 ⁰⁰
Daily Outside Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	34 ⁰⁰	36 ⁰⁰	38 ⁰⁰
Daily Inside Heated Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	40 ⁰⁰	42 ⁰⁰	44 ⁰⁰
Tow Charge per mile beyond City of Wyoming limits	5 ⁰⁰	5 ⁰⁰	5 ⁰⁰

*Towing and Storage Charges for vehicles in excess of 1 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business and will be provided to the City of Wyoming at no charge.

Address of **Outside** Storage Area:

5510 Clay Avenue SW
Street Address

Wyoming MI 49548 616-538-1320
City State Zip Code Phone

350 8AM to 6PM MON-FRI, 10AM to 2PM SAT/SUN
Number of Vehicles location is able to store. Hours

Address of **Inside** Storage Area:

5510 Clay Avenue SW
Street Address

Wyoming MI 49548 616-538-1320
City State Zip Code Phone

12 8AM TO 6PM MON-FRI, 10AM TO 2PM SAT/SUN
Number of Vehicles location is able to store. Hours

NET 30
TERMS

MERL'S TOWING SERVICE, INC (PLEASE SEE EXCEPTIONS TO THE BID)
COMPANY SPECIFICATIONS ENCLOSE

5510 CLAY AVENUE SW
STREET ADDRESS PO BOX

WYOMING MI 49548
CITY STATE ZIP CODE

616-538-1320 616-366-5189 bdyoung@merlstowing.com
BUSINESS PHONE CELL PHONE EMAIL ADDRESS (REQUIRED)

BID PROPOSAL FORM CONTINUED

State manufacturer and/or model number number(s) if applicable: N/A

State warranties and/or guarantees: N/A

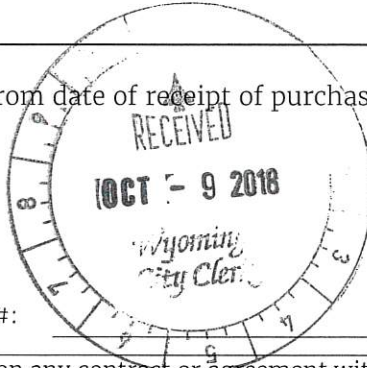
State number of calendar days required for delivery from date of receipt of purchase order: N/A

Is the bidder/contractor a:

Woman Owned Company?

Minority Owned Company?

Section 3 Certified Contractor? If yes, Dunns #:



YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

The bidder/contractor certifies that they are not in default on any contract or agreement with the city or any taxes, fines or fees due the city. YES NO

The bidder/contractor certifies that they have not been disbarred or suspended in the past three years? YES NO

The bidder/contractor represents and warrants to the City that it is not on the Federal EPLS YES NO

The bidder/contractor certifies it is not an Iran linked business as defined in the Michigan Iran Economic Sanctions Act, 2012 P.A.517 YES NO

The bidder/contractor certifies that it complies with the Elliot Larson Civil Rights Act, the Persons with Disabilities Act, Equal Employment Opportunity, and any other applicable laws related to employment and non-discrimination. YES NO

Are you, or the business owner related to any elected official or employee of the City? YES NO
If yes, list name and relationship: _____

Is bidder/contractor willing to honor bid pricing for the following for the term of this bid/proposal?

Kent County Municipalities YES NO

Ottawa County Municipalities YES NO

The bid proposal form shall be part of and be incorporated into this contract. The bidder agrees to all specifications, terms and conditions as stated herein:

Richard Castea V.P
AUTHORIZED BY (PLEASE PRINT) TITLE

Richard Castea 10-8-18
SIGNATURE (REQUIRED) DATE

PROPOSAL FOR TOWING AND STORAGE OF VEHICLES

10/09/2018

Exceptions to the Bid Specifications

- (1) While Merl's Towing Service is the bidder of the contract, the contract will be serviced by Merl's Towing Service, E.B.T. Inc. dba Grand Rapids Towing and Swanson's Wrecker Service (all under the same ownership as Merl's Towing Service, Inc.) and named on the enclosed insurance certificate.
- (2) Referencing "Towing & Storage Charges for 1 ton and smaller model vehicles" and the paragraph referring to registered and approved rates with MPSC on the BID PROPOSAL form (page 14) please note exceptions to vehicle sizes. Bid prices are for vehicles less than 10,001 lbs. GVWR. For vehicles 10,001 lbs. GVWR and over, please see our attached rate sheets which are subject to change annually. Any changes would be forwarded to the City of Wyoming prior to change.
- (3) Referencing "Additional Charge for Winching Service" (page 14), the rate listed is for the first 15 minutes of winching. Any winching beyond the first 15 minutes would be \$100 per hour billed in ¼ hour increments.
- (4) Referencing "Accident Call" and "Impound Tow" (page 14), the rate listed is for the first 15 minutes on scene. Additional "Wait Time" on scene (after the initial 15 mins) would be billed \$80 per hour billed in ¼ hour increments. Additional "Clean-up time" (after the initial 15 mins) for glass, debris, and vehicle fluids (such as oil, transmission fluid, anti-freeze, battery acid, etc.) would be billed \$100 per hour billed in ¼ hour increments.
- (5) Referencing "Accident Call" and "Impound Tow" (page 14), cleanup of vehicles fluids requiring oil dry / soak up, will be subject to charges of \$20 per bag (as needed at the accident scene OR storage facility / drop location).
- (6) The liability insurance requirements (page 9) on the towing bid are well beyond those of any similar municipal contracts. This was discussed on the 2012 and 2015 bids and we submitted our Accord certificates showing \$1,000,000.00 general liability, Auto liability. Cargo/on hook and Garage keepers, along with a \$1,000,000.00 umbrella. (which was accepted) That has been the same coverage we have carried for all municipal contracts over many years. Our insurance company is prepared to provide a quote for the additional \$3,000,000.00 coverage. If the additional insurance is required, we will submit a new bid price sheet (page 14) with prices reflecting our increased costs.

2018 PRICES
10,001 pounds and over

ALL VEHICLES TOWED TO OUR LOTS ARE SUBJECT TO LISTED PARKING CHARGES.

ALL VEHICLES TOWED TO OUR LOTS ARE SUBJECT TO \$40 STATUTORY FEE (WHEN APPLICABLE)

ALL PERMITS AND TOLLS WILL BE ADDITIONAL.

ALL SUBLET COSTS (SUCH AS DUMPING, DISPOSAL, TOLLS, ETC.) WILL BE SUBJECT TO A 20% MARK-UP.

ALL HAZARDOUS MATERIALS WORK WILL BE SUBJECT TO 50% SURCHARGE.

ALL SERVICES ARE SUBJECT TO THE FUEL SURCHARGE TABLE ON THE LAST PAGE.

ALL EXOTIC AND/OR HIGH PRICED VEHICLES WILL BE PRICED ON A PER CALL BASIS.

ALL HOURLY RATES ARE CALCULATED ON A PORT TO PORT BASIS.

ALL LARGE ACCIDENT/ RECOVERY BILLS SUBJECT TO 10% ADMIN PREMIUM.

ALL SERVICES ON EXPRESSWAYS OR ON HIGH SPEED TRAFFIC AREAS ARE SUBJECT TO THE FOLLOWING PREMIUM. \$ 15.00

ROAD SERVICE

Service calls, Jump Starts, Unlocks - Passenger Vehicles and Lt. Trucks (1 Battery) \$ 65.00

Service calls M/D & H/D Base Rates

0-10 miles to breakdown \$ 95.00

11-20 miles to breakdown \$115.00

21-30 miles to breakdown \$140.00

31-40 miles to breakdown \$165.00

PLUS - On scene time, per hour. \$110.00

Unlocks - Commercial Vehicles > 19,500 GVWR \$ 75.00

Winch out calls -

Certain vehicles and/or circumstances including, but not limited to, expressway and high speed traffic areas may justify additional costs.

Service Truck to spread salt Hourly Port-to-Port \$ 75.00 + \$20/bag

Medium Duty \$200.00

Heavy Duty \$350.00

Extra Heavy Duty \$500.00

Equipment clean up time at shop - 1/2 hour minimum. Hourly \$ 80.00

Jack-Knifed Tractor Trailers See Accident Rates (Page 3)

TOWING

Towing charges based on round trip port to port hourly (1.25hr Minimum):

Medium Duty -Loaded 1 tons & vehicles 10,001-20,000 lb. GVWR \$125.00

H/D Towing- Tractors, Heavy box trucks, All motorhomes less than 32' \$150.00

Extra Heavy Duty – Heavy vehicles; i.e. Garbage & Cement trucks. \$165.00

Motor Homes – 32' or more (Front Engine)

Motor Coaches, Tour Busses, Fire Engines, & Tractor/Trailer, as one unit \$275.00

Daily Parking Rates:

Outside - Trucks./Trailers > 10,000 lb GVWR, each	\$ 62.50
Inside - Trucks./Trailers > 10,000 lb GVWR, each	\$ 82.50
Oil Dry for Environmental Cleanup & Disposal for leaking fluids	\$20.00 Min.

Accidents / Impounds:

Vehicles > 10,000 lb. GVWR. Not towed to the City of Grand Rapids lot.

All listed hourly rates billed in ¼ hr increments with 1.25 hrs.minimum charge, *unless otherwise specified.

	Hourly Rates
Light Duty	\$ 185.00
Medium Duty	\$ 275.00
Heavy Duty	\$ 550.00
Extra H/D Rotator	\$ 750.00
Tractor/Trailer	\$ 250.00
BobTail Tractor	\$ 150.00
Dump Truck	\$ 175.00
Air cushion recovery equipment.	\$1000.00
Recovery trailer	\$ 200.00
Service truck	\$ 175.00
Additional Laborer	\$ 100.00
Supervisor	\$ 175.00
Light Duty wait time / standby	\$ 100.00
Med. Duty wait time / standby	\$ 150.00
Heavy Duty wait time / standby	\$ 250.00
Extra H/D wait time / standby	\$ 325.00
Equipment clean up time at shop	\$ 100.00
*Oil dry per bag	\$ 20.00
*Collision wrap per vehicle	\$ 18.00
*Heavy Duty Dolly	\$ 300.00
Skytrak (per hour PLUS Tractor Trailer Charge listed above)	\$ 250.00

Parking:

Outside - trucks/trailers > 10,000 lb GVWR (each)	\$ 62.50
Inside - trucks/trailers > 10,000 lb GVWR (each)	\$ 82.50
Oil Dry for Environmental Cleanup & Disposal for leaking fluids	\$20.00 Min.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
AERATION SYSTEM MONITORING EQUIPMENT
FROM XYLEM ANALYTICS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of aeration system monitoring equipment from Xylem Analytics in the total amount of \$12,868.00.
2. Funds for the purchase are available in account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of aeration system monitoring equipment from Xylem Analytics in the total amount of \$12,868.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 15, 2018

Subject: Aeration System Monitoring Equipment Expansion

From: Jon Burke, Clean Water Plant Superintendent

Meeting Date: November 5, 2018

RECOMMENDATION:

It is recommended that the City Council approve the purchase of additional dissolved oxygen monitoring equipment from Xylem Analytics at a cost of \$12,868.00 including shipping to our plant.

SUSTAINABILITY CRITERIA:

Environmental Quality:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity:

The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength:

Improving the efficiency of the treatment process lowers our overall costs of operation.

QUALITY SERVICE IMPACT:

Proper monitoring of the wastewater through the treatment process is a critical part of ensuring that the plant is running safely and optimally, which ultimately serves our rate payers and citizens.

DISCUSSION:

The largest part of the treatment process at the CWP includes the infusion of air into the water in the aeration basins. The blowers that achieve this goal are controlled in part by dissolved oxygen

monitoring equipment mounted in each of the three basins. The plant was initially built with monitoring equipment manufactured by a company called Insight, and although this equipment has proved functional, there is no capacity to expand the Insight system to monitor other parameters. As a result, when we recently wanted to monitor additional parameters to aid in process control and troubleshooting, we installed a new and easily expandable system manufactured by a different company, Xylem Analytics.

The Insight system is now ten years old and reliability has proven problematic lately, requiring frequent repairs and maintenance expense. Since the Insight system is not expandable to include other control parameters, we feel it is prudent to replace it in all locations by expanding the new Xylem system instead, completely replacing the Insight system. This will be done solely through the purchase of probes and mounting devices, without the need to buy any new controllers.

Attached is a quote from Xylem Analytics for the necessary Xylem Analytics equipment. Competitive bidding for this equipment is not practical because System Specialties is the only Xylem supplier in Michigan. We have previous experience with both Xylem Analytics and System Specialties, and have been very happy with the ease of installation, operation, performance, and customer service offered by these two companies.

BUDGET IMPACT:

The cost of the new monitoring equipment is \$12,868.00. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

Attachments:
Quote



Quotation Submission



Company: **Wyoming Clean Water Plant**
Address:

Xylem Analytics a xylem brand
1700/1725 Brannum Lane
Yellow Springs, Ohio 45387-1107

ATTN: **Dennis Junghans**

Mark Vuksan
Phone: (905) 902-6634
Fax: (905) 930-8115
Email: mark.vuksan@xyleminc.com

Project Name: **DO for Basins 3 & 5**

YSI, a Xylem brand, is pleased to offer the following quotation as per your request.

Date : September 27, 2018
QUOTE # MV20180927-01
Revision:

Part Number	Model	Description	Each	Qty	EXTENDED
Controllers and Mounting					
480 008Y	MIQ/JB	Passive Junction Box, IQ. 4 IQ Sensor Net Connections.	\$252	5	\$1,260.00
480 015Y	MIQ/C6	Output Module, IQ, 6 Analog outputs. 2 IQ Sensor Net Connections	\$825	2	\$1,650.00
480 004Y	MIQ/PS	Power Supply Module, IQ, 100-240 VAC, 18 Watts. 3 IQ Sensor Net Connections.	\$425	1	\$425.00
Sensors, Cables and Mounting					
201 650Y	FDO 700 IQ	Optical DO probe for IQ System, 0-20.00 mg/l	\$1,485	4	\$5,940.00
480 042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$122	4	\$488.00
245 8000Y	SMK	Quick Release Stainless Steel Handrail Mounting Bracket for Sensors with 1.5 inch PVC couplers and end cap	\$310	4	\$1,240.00
480 070Y	SNCIQ-250	IQ Cable, 2 Wire w/Shield, 250 Meter Roll (820 ft.)	\$1,715	1	\$1,715.00
		Freight		1	\$150.00
Total					\$12,868.00

Please note the following:

- 1) This quotation is limited to supplying the equipment described above. It does not include power or current output cable, supports, or other materials except that which are specifically listed above.
- 2) YSI IQ SensorNet Equipment: Controllers have a 3 year warranty, sensors have a two year warranty. Consumables for pH have a 6 month warranty, DO consumables have a 2 year warranty.
- 3) Integrated lightning protection included on all YSI IQ SensorNet products when instruments & sensors are wired with approved IQ Cable model SNCIQ.
- 4) PVC extension poles that suspend the sensors in the process are to be supplied by others.

TERMS: Net 30 Days
FOB: Yellow Springs, OH
FREIGHT: Included

Thank you for your interest in Xylem.

Best Regards:

Mark Vuksan
Mark Vuksan
North East Regional Sales Manager
Xylem Analytics

Kurt Somsel
Kurt Somsel
Sales Engineer
Systems Specialties, YSI Michigan Representative

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 as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Pinery Park Pickle Ball Courts	Racquet Sports Inc.	\$15,950.00
Tactical Equipment – Ballistic Helmets	On Duty Gear, LLC	\$1,275.00 each
Tactical Equipment – Ballistic Shields	Kiesler Police Supply	Bid prices as shown on the attached Staff Report

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 5, 2018.

ATTACHMENT:
Staff Reports

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 18, 2018
Subject: Pinery Park Pickle Ball Courts
From: Jeff Anderson, Parks and Facilities Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: November 5, 2018

RECOMMENDATION:

It is recommended to award the bid to Racquet Sports Inc. providing for the conversion one of the tennis courts at Pinery Park into two pickle ball courts in the amount of \$15,950.

SUSTAINABILITY CRITERIA:

Environmental Quality – Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of a community.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. The demand for this project was determined by citizen interests and priorities for redevelopment of the Parks and Recreation Commission. The project leverages funds from the Community Development Block Grant program.

Social Equity - The City's Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life of all the citizens of the City of Wyoming.

DISCUSSION:

Over 20 companies were notified of the opportunity to bid on this project. On October 9, 2018 the City received one (1) bid for the installation of two pickle ball courts at Pinery Park. Racquet Sports Inc. will convert one tennis court into two pickle ball courts. The cost to convert one tennis court into two pickle ball courts at Pinery Park will be \$15,950.00. The new pickle ball court installation qualifies under the Community Development Block Grant funding. The work will be completed in the spring of 2019.

Budget Impact:

Per Director Rynbrandt, Community Development Block Grant funds for the pickle ball court installation are available in account number 256-400-69218-975.113.

STAFF REPORT

DATE: October 24, 2018
SUBJECT: Replacement of Tactical Equipment
FROM: Lt. Eric Wiler
MEETING DATE: November 5, 2018

RECOMMENDATION:

It is recommended the City Council approve the purchase of seventeen (17) VPAM Certified Level IIIA ballistic helmets, five (5) Level IIIA Ballistic Shields and two (2) Level III+Rifle rated ballistic shields for the total purchase price of \$30,629.40.

SUSTAINABILITY CRITERIA:

Environmental Quality: The Department strives to be environmentally responsible and is contracting with a reputable company for its equipment needs. This proposal will have no impact on the environment or our natural resources.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. The City of Wyoming is able to take full economic advantage of this purchase through Kiesler Police Supply, On Duty Gear LLC, and Armor Express. Armor Express is a Michigan based company.

Quality Customer Service: The Department of Public Safety relies on its employees to provide quality customer service to the City of Wyoming residents and its visitors. To this end we strive to provide quality equipment to ensure the safety of our staff to fulfill its mission. We also regard the core values of the City of Wyoming, one of those being fiscal responsibility.

DISCUSSION:

The seventeen members of the Wyoming Department of Public Safety's Tactical Arrest and Confrontation Team (TACT) frequently respond to critical incidents involving high risk operations such as armed and barricaded individuals, hostage situations and drug search warrants. Each member of the tactical team is assigned a ballistic helmet which provides them with head protection when participating in these operations. The current helmets that are worn by members of the team are beyond their warranty period and have passed their recommended date of replacement. In researching helmets to find the best ballistic protection, it was learned that there are numerous ballistic helmets on the market that vary greatly in price. The pricing

differential is due to the quality, material, and protection offered between the different styles. Most ballistic helmets conform to NIJ Level IIIA protection; however, there is only one that exceeds the NIJ level IIIA protection by being VPAM Certified. The VPAM standard, in comparison to the NIJ IIIA, tests certain ballistic aspects that are more relevant/specific to close quarter situations. Police special units/SWAT Teams, in comparison to soldiers, are more likely to suffer a ballistic head injury due to the nature of their work in close quarters (see attachment A). The VPAM Certified helmet is the Busch Protective AMP1-TP by Armor Express. These helmets are compatible with the current radio headsets and will require no modification for earpiece use and are a true “on size fits all” configuration due to the design of the helmet.

As with the current helmets worn by our TACT team, our ballistic shields are beyond their warranty period and have passed their recommended date of replacement. We utilize two types of Level III shields. One shield is a handgun rated shield and the other is a heavier, rifle rated, shield. Currently we need to replace five (5) handgun rated shields that are utilized, not only for TACT use, but for Patrol deployment in the Supervisor vehicles. We also need to replace the two (2) rifle Level III+ rated shields.

Bids were put out for the ballistic helmets, handgun rated shields, and rifle rated shields. Two vendors, On-Duty Gear LLC and Kiesler Police Supply, submitted bid proposals (see attachment B).

ITEM	On-Duty Gear, LLC	Kiesler Police Supply
VPAM Certified Helmet	\$1,275.00	\$534.60 (does not meet bid spec for being VPAM certified)
Level III Shield (handgun)	\$2,225.00	\$945.00
Level III + Shield (rifle)	\$2,150.00	\$2,114.70

We are recommending the purchase of seventeen helmets at a cost of \$1,275 each for a total of \$21,675.00 from On Duty Gear who supplies the ballistic vests worn by our patrol officers.

We are also recommending the purchase of five (5) handgun rated shields at a cost of \$945.00 each for a total of \$4,725.00 and two (2) rifle rated shields at a cost of \$2,114.70 each for a total of \$4,229.40 from Kiesler Police Supply.

BUDGET IMPACT:

There are sufficient funds available for the purchase of the ballistic helmets and shields in the Drug Law Enforcement Fund / Forfeiture Account under account number 265-305-31500-073.013.

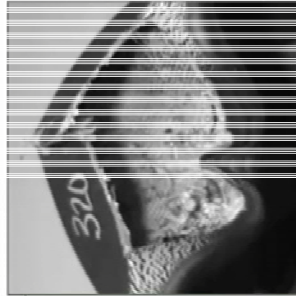
ATTACHMENT:

Helmet composition comparison

ATTACHMENT A

COMPARISON DISTANCE FROM THE EDGE 25MM / 0.98" FRONT (1ST SHOT)

HELMET 1 3.5 LBS | 1.6 KG
REGULAR HELMET (ARAMID)



SLOW MOTION
TIME CODE
00082

FACTORS AFFECTING THE HELMET AND VEST
CHANCES OF SURVIVAL
BULLET RESISTANCE

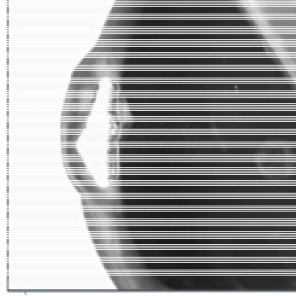
HELMET 2 2.6 LBS | 1.2 KG
REGULAR HELMET (UHMW-PE)



SLOW MOTION
TIME CODE
00082

FACTORS AFFECTING THE HELMET AND VEST
CHANCES OF SURVIVAL
BULLET RESISTANCE

HELMET 3 3.5 LBS | 1.6 KG
AMP-1 TIP (ARAMID WITH EBSP TECHNOLOGY)



SLOW MOTION
TIME CODE
00082

FACTORS AFFECTING THE HELMET AND VEST
CHANCES OF SURVIVAL
BULLET RESISTANCE

Helmet being requested for purchase

ORDINANCE NO. 17-18

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE CITY OF
WYOMING BY ADDING SUBSECTION (117) TO CONDITIONALLY REZONE
5189 BYRON CENTER AVE SW FROM R-1 TO RO-1

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (117) to read as follows:

- (117) To conditionally rezone the following described property at 5189 Byron Center Ave SW from R-1 Residential to RO-1 (Restricted Office), subject to the terms and conditions of the Conditional Rezoning Contract dated as of November 19, 2018, among the City of Wyoming, BCH Holding Company, L.L.C. and Maas Plat Group, LLC, a copy of which is attached as Exhibit A.

Part of the Southeast one-quarter of Section 28, Town 06 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as follows: COMMENCING at the Southeast corner of said Section 28, thence North 01°48'30" West 50.05 feet along the East line of said section; thence North 89°22'21" West 75.05 feet along the North line of 52nd Street to the TRUE PLACE OF BEGINNING; thence continuing North 89°22'21" West 276.87 feet along said North line to the Southeast corner of Lot 48, Golf View Estates No. 2; thence North 12°59'33" East 291.56 feet along East line of said Golf View Estates No.2, to the Southwest corner of Lot 29, Golf View Estates; thence North 87°28'16" East 227.20 feet (recorded as North 87°30'00" East 227.13 feet) along the South line of said Gold View Estates; thence South 01°47'39" East 272.58 feet (recorded as South 01°48'30" East 272.46 feet) along the West line of Byron Center Avenue; thence South 44°24'34" West 34.60 feet to the place of beginning.

Section 2. 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

Exhibit A
CONDITIONAL REZONING CONTRACT

This Conditional Rezoning Contract is made as of November 19, 2018, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), BCH Holding Company, L.L.C., a Michigan limited liability company of 386 Big Bay Drive, Holland, MI 49424 ("**BCH**"), and Maas Plat Group, LLC, a Michigan limited liability company of 3510 Apache Ct. SW, Grandville, MI 49418 ("**MAAS**").

RECITALS

A. BCH owns the following described approximately 1.755 acres of real property located at 5189 Byron Center Avenue SW in the City, parcel number 41-17-28-478-024 (the "**Property**") that BCH and MAAS wish to develop either as one-story (with possible use of a lower level) medical or other professional office building (the "**Desired Use**").

Part of the Southeast one-quarter of Section 28, Town 06 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as follows: COMMENCING at the Southeast corner of said Section 28, thence North 01°48'30" West 50.05 feet along the East line of said section; thence North 89°22'21" West 75.05 feet along the North line of 52nd Street to the TRUE PLACE OF BEGINNING; thence continuing North 89°22'21" West 276.87 feet along said North line to the Southeast corner of Lot 48, Golf View Estates No. 2; thence North 12°59'33" East 291.56 feet along East line of said Golf View Estates No.2, to the Southwest corner of Lot 29, Golf View Estates; thence North 87°28'16" East 227.20 feet (recorded as North 87°30'00" East 227.13 feet) along the South line of said Gold View Estates; thence South 01°47'39" East 272.58 feet (recorded as South 01°48'30" East 272.46 feet) along the West line of Byron Center Avenue; thence South 44°24'34" West 34.60 feet to the place of beginning.

B. Under the City's zoning ordinance, *i.e.*, Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (the "**Zoning Ordinance**"), the Desired Use is not allowed in the R-1 Residential zoning district in which the Property is currently located so about September 13, 2018, BCH and MAAS applied to rezone the Property to the RO-1 Restricted Office zoning district but voluntarily offered certain conditions (stated in section 1 below) to the proposed rezoning to ensure the Property as developed will be compatible with adjacent and nearby uses.

C. In accordance with section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3405, following a duly notice of public hearing, the Planning Commission recommended the conditional rezoning of the Property on October 16, 2018 and the City Council approved the rezoning of the Property to the RO-1 Restricted Office zoning district subject to the conditions and other terms stated in this Contract by Ordinance No. _____ adopted on November 19, 2018 (the "**Rezoning**").

TERMS AND CONDITIONS

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

1. **Rezoning Conditions.** BCH and MAAS offered the following conditions to the Rezoning and the City Council by approving the Rezoning and this Contract has accepted and conditioned the Rezoning on compliance with the following conditions (the "**Rezoning Conditions**"):

A. Use of the Property is limited to only the principal permitted uses currently allowed in the R0-1 Restricted Office zoning district – *i.e.*, (i) office buildings for any of the following occupations: executive, administrative, professional, accounting, clerical, stenographic, drafting, and office equipment and supply sales ("**Professional Offices**"), (ii) medical offices, including clinics ("**Medical Offices**") and financial institutions. The Property shall not be developed, occupied or used for uses currently allowed by special approval in the RO-1 Restricted Office zoning district (*i.e.*, uses currently permitted in the B-1 Business zoning district) or with any drive-through use, including without limitation any drive-through window for a financial institution, drive through pharmacy, or other drive-through use.

B. The building on the Property shall meet the following dimensional requirements and characteristics:

1. The building and parking shall be set back a minimum of 35 feet from the north property line and

a minimum of 30 feet from the west property line of the Property.

2. The earth grade at the back and side of the building will not exceed 5-feet above existing grade along the north and west property lines. If the building exterior wall needs to be extended to accomplish this, the wall will be constructed with the same building siding material as the building wall from which it is extending.

3. The main floor of the building will be a maximum footprint of 15,000 square if the use is for a Medical Office and 18,000 square feet if the use is for a Professional Office. The building will be a single-story structure with a possible lower level.

4. Roof runoff will be directed to the storm sewer system.

C. A 5-foot high black vinyl coated chain link fence will be placed on the West and North property lines of the Property, subject to clear vision requirements, during the construction of the office building and before issuance of any certificate of occupancy

D. Evergreen trees, 6 to 8 feet in height, will be planted between the North and West property lines of the Property and building and parking areas in a staggered row, 20-feet on center. Replacement of dead or diseased trees will be the responsibility of the office building owner.

E. Site lighting will be limited to 20-foot high poles with cut-off type fixtures.

2. Noncompliance Consequences and Remedies.

A. A violation of any of the Rezoning Conditions will constitute a violation of the Zoning Ordinance and may be addressed in any manner allowed for any other violation of the Zoning Ordinance. Unless a suspected violation may be an imminent threat to the public health, safety or general welfare, or unless there have been repeated violations at the subject property, it has been the City's practice for City officials to notify property owners and occupants of a suspected violation of the Zoning Ordinance and provide property owners and occupants an opportunity to cure that violation before undertaking any other enforcement actions. The City does not have a current intention to alter that practice.

B. If either a court of competent jurisdiction or the City Council, after notice to the owner of the Property and an opportunity for the owner of the Property to address the alleged violations in writing and in person to the City Council before the City Council makes its determination, determine that a violation of the Rezoning Conditions occurred, the City Council may by resolution determine the zoning of the Property shall revert to the R-1 Residential zoning district.

3. Term.

A. This Contract shall take effect upon the effective date of the Rezoning.

B. If the zoning conditions of this contract are met, the rezoning approved pursuant to this contract shall be perpetually in effect, running with the land.

C. Upon request by property owner, this Contract may be amended only if such an amendment is approved by the City Council following a recommendation of the City Planning Commission. No public hearing shall be required to amend or terminate this Contract.

D. This Contract shall terminate and the zoning of Property shall be automatically returned to the R-1 Residential zoning district if the Desired Use is not constructed and certificate of occupancy issued by December 31, 2028.

4. General Provisions.

A. Any notice, request or other communication given pursuant to this Contract to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS, United State Postal Service or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the

waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by and construed in accordance with the laws of the state of Michigan.

D. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

E. This Contract is binding upon the parties, on all succeeding owners and occupants of the Property, and on any successors and assigns of the parties.

F. This Contract shall be enforceable only by the parties, all succeeding owners and occupants of the Property, and any successors and assigns of the parties. No other person shall have the right to enforce any provision.

G. No delay on the part of either party in the exercise of any right or remedy shall operate to waive that right or any other right and a waiver of a right or remedy on any one occasion shall not bar or waive that right or remedy for a subsequent breach of the same or any other provision of this Contract.

H. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

I. A copy of this Contract shall be recorded with the Kent County Register of Deeds.

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

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

On _____, 2018, Jack A. Poll and Kelli A. VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

By: _____
Kelli A. VandenBerg, City Clerk

*
Notary public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

BCH HOLDING COMPANY, L.L.C.

STATE OF MICHIGAN
COUNTY OF OTTAWA

By: _____
Clarence J. Cole, Jr., Managing Member

On _____, 2018, Clarence J. Cole, Jr., known to me as a managing member of BCH Holding Co., L.L.C. acknowledged his signature before me.

*
Notary public, _____ County, MI
Acting in _____ County, MI
My commission expires: _____

By: _____
David B. Baker, Managing Member

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2018, David B. Baker, known to me as a managing member of BCH Holding Co., L.L.C. acknowledged his signature before me.

*
Notary public, _____ County, MI
Acting in _____ County, MI
My commission expires: _____

MAAS PLAT GROUP, LLC

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Steve L. Maas, Member

On _____, 2018, Steven L. Maas known to me as a member of Maas Plat Group, LLC acknowledged his signature before me.

*
Notary public, _____ County, MI
Acting in _____ County, MI
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. VandenBerg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

October 25, 2018

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to conditionally rezone 1.75 acres from R-1 Residential to RO-1 Restricted Office. The property is located at 5189 Byron Center Avenue SW. (Section 28) (BCH Holding, LLC)

Recommendation: To approve the subject conditional rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 16, 2018. A motion was made by DeLange, supported by Weller, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 9, 2018. The motion passed 5-3 following discussion. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some background and other pertinent information.

The subject property is owned by BCH Holding LLC. The landowner wishes to sell the land to a developer for the purpose of developing a business or professional office, uses not permitted in the current R-1 zoning designation. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed a conditional rezoning contract with dimensional, use, and design restrictions intended to minimize potential nuisances and land use conflicts. Specifically, the contract limits the use of the subject property to only the permitted uses under an RO-1 zone district and precludes any developer from uses allowed by special use approval, including establishments with a drive thru. A full list of the conditions contained in the proposed contract can be found under "Terms and Conditions" in the attached Conditional Rezoning Contract dated October 9, 2018.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

As part of the request, the applicant also submitted conceptual site plans to illustrate the development of a business office contrasted with a medical office following the setback and buffer restrictions proposed in the contract. If the conditional rezoning is approved by City Council, a detailed site plan meeting all ordinance requirements would need to be submitted to the Planning Commission for approval prior to any development.

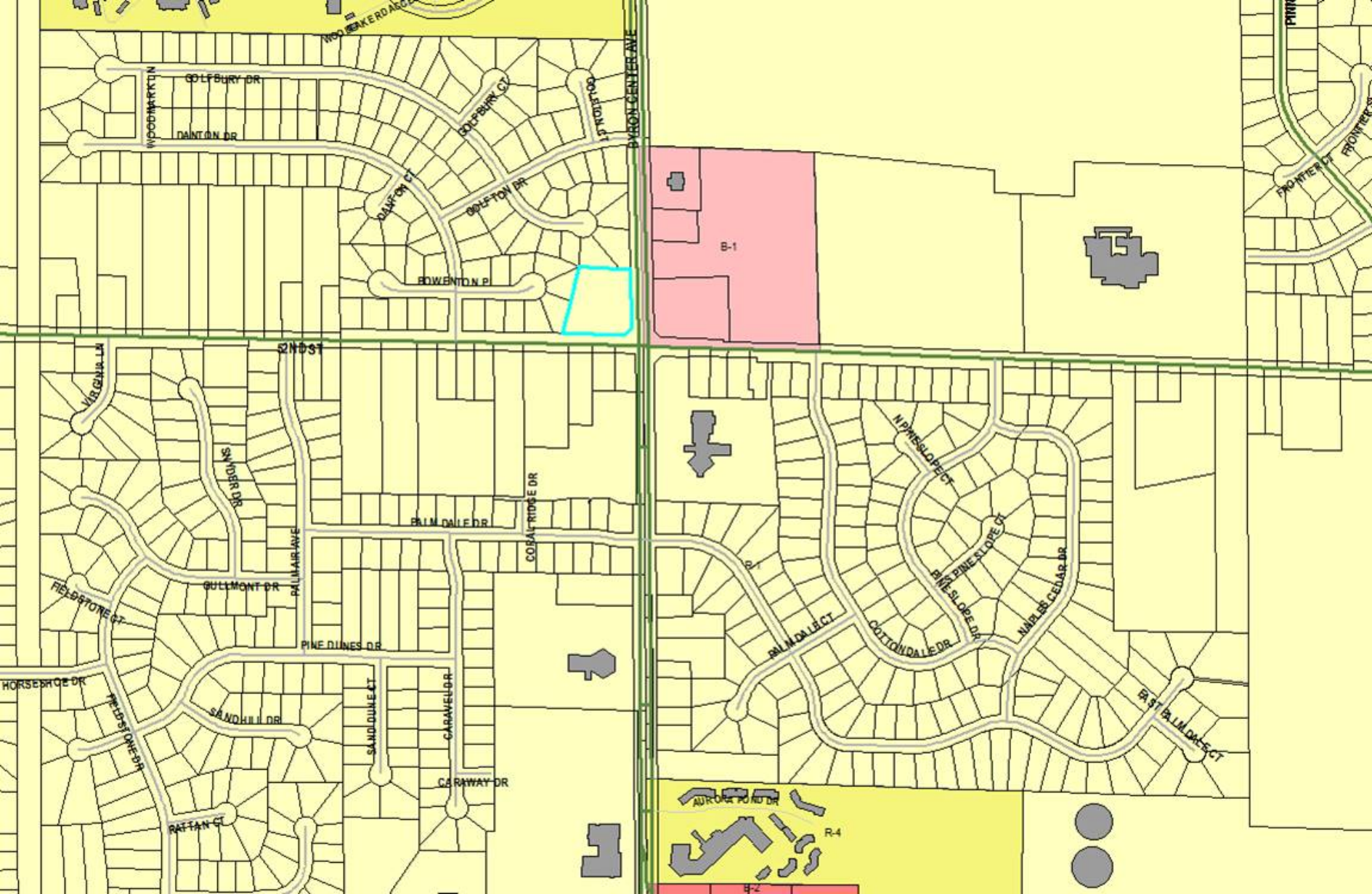
During the Planning Commission meeting a number of residents spoke against the proposed rezoning. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

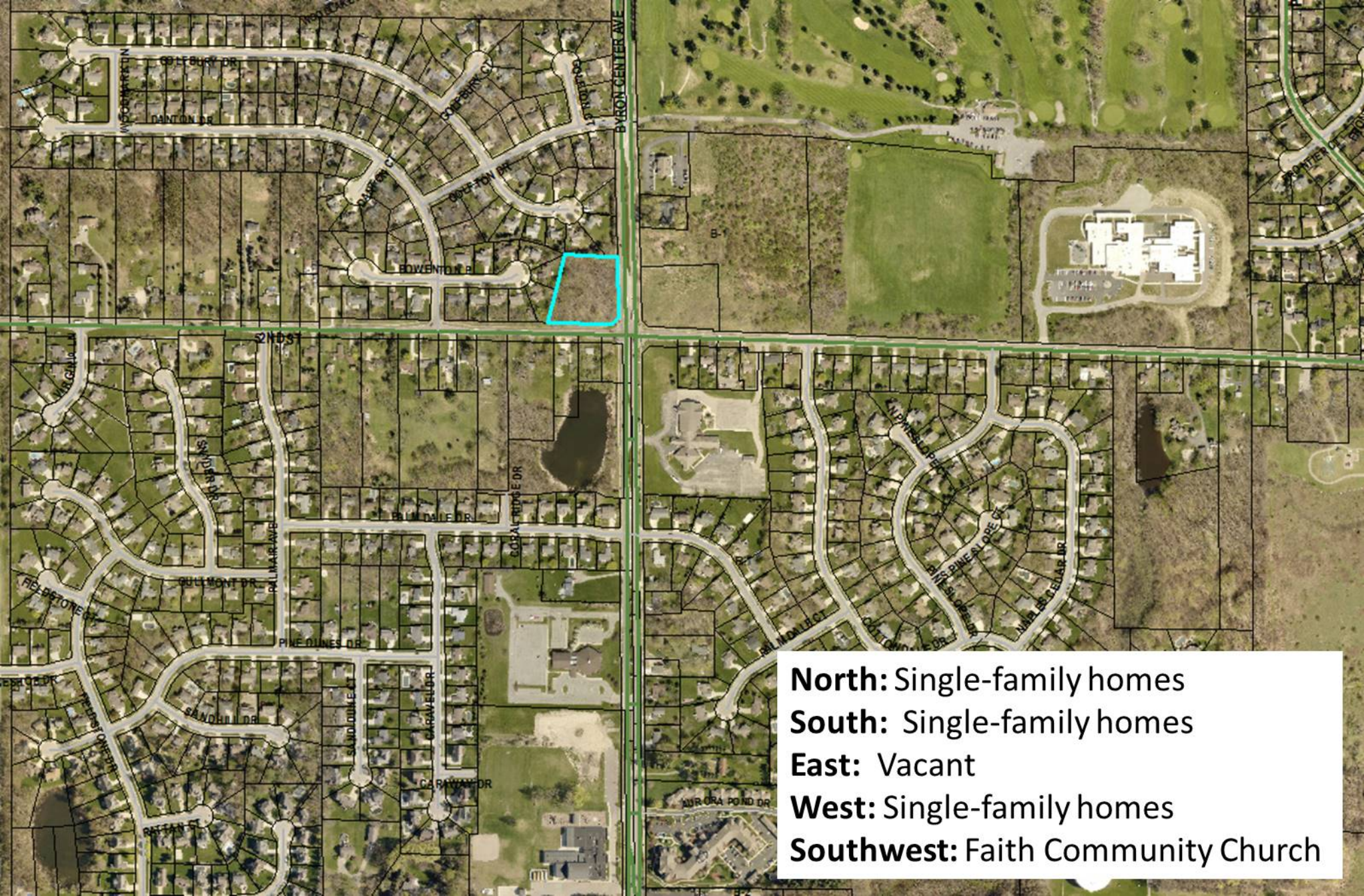
Prior to the October 16, 2018 Planning Commission meeting a petition against the subject rezoning was submitted to the City. The petition was signed by 95 residents. The petition does meet the threshold and definition of a protest petition and triggers the need for a super majority vote. Please refer to the attached memo from the City Attorney highlighting this and other legal discussions related to this rezoning request.

Respectfully submitted,

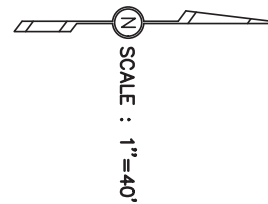
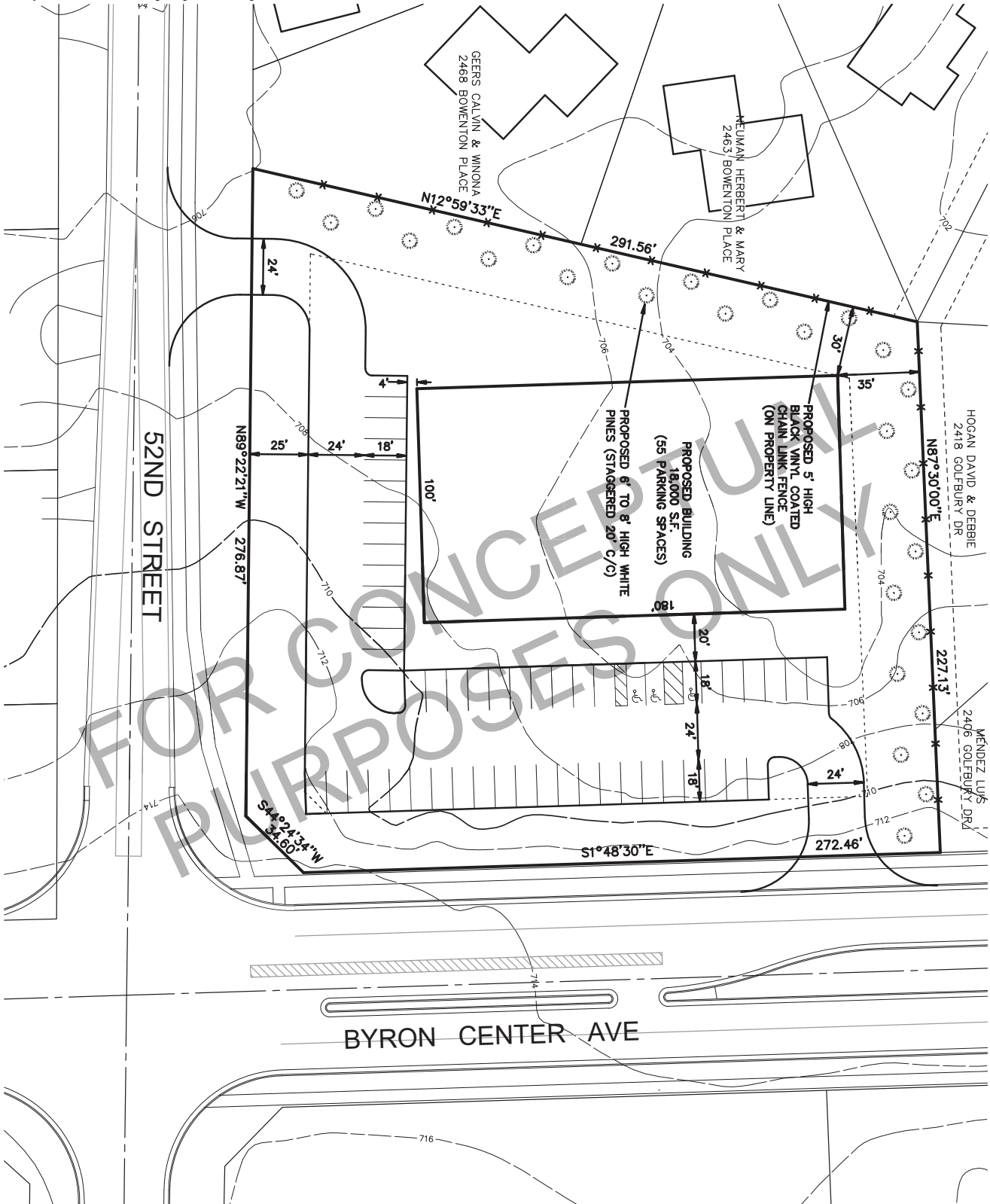
Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services





North: Single-family homes
South: Single-family homes
East: Vacant
West: Single-family homes
Southwest: Faith Community Church



PROFESSIONAL OFFICE OPTION

10-11-18 REVISED FENCE LOCATION (mk)

5189 BYRON CENTER AVE SW

#171639E

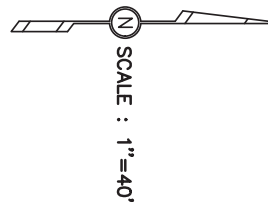
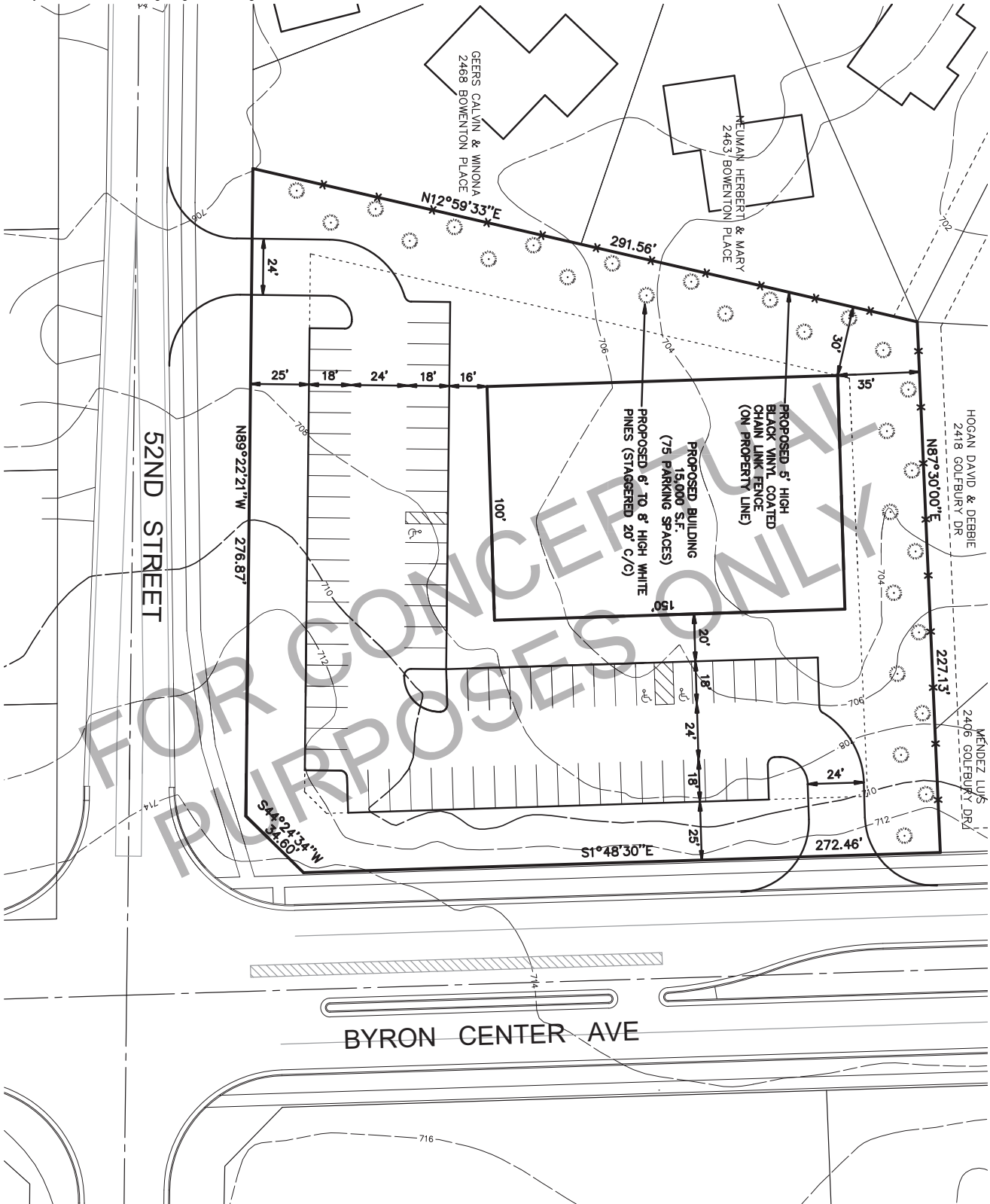


exxel engineering, inc.
 planners • engineers • surveyors

FOR : BCH HOLDING COMPANY LLC
 386 BIG BAY DRIVE
 HOLLAND, MI 49424

IN : PART OF SECTION 28, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exxelengineering.com



MEDICAL OFFICE OPTION

10-11-18 REVISED FENCE LOCATION (mk)

5189 BYRON CENTER AVE SW

#171639E



exxel engineering, inc.
planners • engineers • surveyors

FOR : BCH HOLDING COMPANY LLC
386 BIG BAY DRIVE
HOLLAND, MI 49424

IN : PART OF SECTION 28, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

5252 Clyde Park, S.W. • Grand Rapids, MI 49509
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THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF NOVEMBER 20, 2018

PLANNING COMMISSION
MEETING MINUTES OF OCTOBER 16, 2018
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, Bueche, DeLange, Goodheart, Hegyi, Smart, Spencer, Weller

MEMBERS ABSENT: Micele

STAFF PRESENT: Rynbrandt, Community Services Director
Hofert, City Planner
Lucar, Planning & Development Dept.
Smith, City Attorney
Oonk, Engineering Department

Chair Spencer called the meeting to order at 7:00 PM.

Motion by Hegyi, supported by Smart, to excuse Micele. Motion carried unanimously.

APPROVAL OF MINUTES

The minutes of September 18, 2018 were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

There was no public comment.

AGENDA ITEM NO. 1

Request to Rezone from R-1, Single Family Residential, to RO-1, Restricted Office. The property is located at 5189 Byron Center Avenue. (Section 28) (BCH Holding, LLC)

Hofert described the location, existing land use and current zoning around the area. The RO-1 District is primarily an office district. However, it also allows, through special approval, those uses permitted in the B-1 District which include a variety of retail and service uses. In order to minimize potential nuisances and land use conflicts, the applicant is proposing a conditional

rezoning. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed to limit the use of the subject property to the “permitted uses under the RO-1 zoning district. Special uses and uses with drive thru are not allowed.” As a result, the use of the property, if rezoned, would be limited to business and professional offices, medical offices and clinics, and financial institutions, as well as business equipment and supply retail sales. In addition to restricting the use of the site, the applicant is proposing more restrictive setback and screening standards than required for RO-1 and is limiting the size of any future building to 18,000 sq. ft. for a professional office building or 15,000 sq. ft. for a medical office building.

Comments:

1. Unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:
 - a. *Consistency with the adopted master plan;*
The City’s Master Plan was last updated in 2006. Much has changed in the City during the intervening 12 years. While the subject property and surrounding area are designated as Low Density Residential on the future land use map, non-residential zoning is also found on the east side of Byron Center and a non-residential use is located on the southeast corner of the intersection.
 - b. *Compatibility of the allowed uses with existing and future land uses;*
The conventional RO-1 District allows several retail and service uses that might not be compatible with the established single-family residential character of adjacent and surrounding lands. However, the use restrictions offered by the applicant as a condition of the rezoning generally mitigate the potential incompatibility of locating a business next to residential.
 - c. *Capability of the property to be served by public services;*
There are no apparent service deficiencies that would inhibit the use of the property for offices or be unduly impacted by an office use.
 - d. *Ability of the property to be used as currently zoned; and*
This is a corner parcel at the intersection of two arterial streets. It is surrounded by single-family lots and homes but has no potential connectivity to the adjacent subdivisions. It is unlikely that this isolated parcel would lend itself to single-family home development.

this proposal could have on the neighborhood. He was very concerned with traffic safety.

Rick Williamson, 5035 Golfbury Court, pointed out the office parking lot will be lit up at night and the neighbors will see this constant beam of light shining into their homes.

Deb Hogan, 2418 Golfbury, is one of the four homes directly abutting this proposal. She noted the corner property is 6-7 feet below street level. They will have to fill the property in order for it to be level with the street. The corner property will ultimately sit higher than their property.

Terry Hendricks lives at the corner of Golfton and Danton Drive. He proposed there be a right turn only onto Byron Center Avenue, with a Michigan turn in place to turn left. The grading should also be sloped away from the property owners. The owner of the office property should have legal responsibility if there are any flooding issues.

Gloria Houtsma, 2489 Golfbury Drive, said she signed the petition opposed to the rezoning. There are plenty of other places to put this office building. There are traffic, flooding and grading concerns with this property.

Tony Houtsma, 2489 Golfbury Drive, said the entrance into their subdivision from Byron Center Avenue has become very dangerous. He did not think there should be an entrance to this property off Byron Center Avenue, only 52nd Street.

Nelson Pelletier, 2442 Golfbury Drive, is concerned with traffic and so many people cutting through their subdivision.

Larry Isakson, 2554 Golfbury Drive, said there is property available across the street for this purpose. He also asked if a traffic study has been done recently. He wanted this property to stay residential.

Candace Williamson, 5035 Golfbury Court, said the traffic in this area has increased and she feels like she lives next to a highway. There are other lots available for this use.

Chair Spencer closed the public hearing.

Doug Stalsonburg of Exxel Engineering, representing the petitioner, addressed two items. First, when they began this process, they were advised by former City Planner Tim Cochran to have at least one meeting with the neighbors to inform them of the upcoming plan. They had two meetings at their offices that were well-attended. They informed the neighbors about the plan and tried to work out some safeguards that would be attached to the rezoning. He especially worked with the four neighbors directly abutting the property and thought they were in agreement regarding the plan. In addition to the two meetings, they have also met with the neighbors individually on-site. The conditions listed in the conditional rezoning contract were developed with their input. Second, when the plat was originally developed, the corner property was carved out for a possible fire station site. It was never meant to be developed for residential. His clients are interested in selling the land with the conditions attached to the sale.

Motion by DeLange, supported by Weller, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 9, 2018. Discussion followed.

Bueche said he would like to see a site plan with elevations. City Attorney Smith clarified that site plan issues will be addressed later and are not part of the rezoning. On a conditional rezoning, the City cannot add or change any of the conditions that are stipulated in the rezoning contract. They must either recommend approval or denial to City Council.

Chair Spencer asked Mr. Stalsonburg to address the concerns with water flow and topography. Mr. Stalsonburg said, regarding drainage, they have reviewed it with the City Engineering Department and they will be able to tie into the storm sewer at the southwest corner of the property at 52nd Street. This property currently drains into the abutting property owners' back yards. When this property is developed, the water will run off the parking lot and into the storm sewer. This will reduce any future problems with water runoff and improve the current drainage situation. City Engineer Oonk agreed. The City is comfortable with the petitioner's proposal. Regarding topography, Mr. Stalsonburg said there is currently 6-8 feet of fall from Byron Center Avenue to the west property line. The site is perfect for a walkout style office building. They may put in fill or they may not.

DeLange confirmed Mr. Stalsonburg's statement that the corner property was originally proposed for a fire station. The City always assumed that this property would not be developed for residential. The office zoning will have the least impact to the neighbors, as opposed to having commercial go in there with less desirable uses. He was very impressed with the rezoning contract and the safeguards in it that will ultimately benefit the neighbors. He believed the office zoning is the best scenario for the neighborhood. Chair Spencer agreed.

Smart did not like the fact that the Commission could not provide any input regarding the rezoning contract. City Attorney Smith said they can still address items in the site plan review process and place conditions on it. Hofert pointed out the only way to place conditions on a rezoning is through a conditional rezoning contract. Hegyi was concerned if the site plan conditions would fit with the conditions stated in the rezoning contract.

Goodheart asked if medical marijuana legislation could have any effect on this office use. City Attorney Smith said the City has opted out of allowing any medical marijuana uses within the city. Hofert pointed out that any future Ordinance changes in this regard would be addressed through the Planning Commission and City Council.

Arnoys asked if a traffic study would be developed. Hofert said it is not required at this time, but can be discussed at the site plan review stage.

Weller mentioned that, with 56th Street currently under construction, it has placed more traffic onto 52nd Street temporarily. He did not think this corner would ever be developed as residential. The office zoning is the best fit for this corner and will have the least impact on the

neighborhood. Another option would be for the abutting neighbors to pool their resources and buy the property. Mr. Stalsonburg said this option was brought up at the first neighborhood meeting, but the neighbors did not agree on the land value for this property. A corner property at the intersection of two major streets is valuable. Regarding the question of the grade, the contract stipulates in (1)(B)(2) that they cannot raise the grade more than five feet.

Chair Spencer pointed out that owners of property have the right to request rezoning. She would rather see an office here than a less desirable commercial use.

Bueche asked if this would be a two-story building. Hofert replied the contract limits it to a one-story building.

A vote on the motion carried 5 – 3, with Arnoys, Hegyi and Smart opposed.

Hofert noted the City Council would hear the proposal in first reading on November 5th.

AGENDA ITEM NO. 2

Request for Preliminary Plat – Final Approval for Buck Creek Hill. The property is located at 5361 Burlingame Avenue SW. (Section 34) (EL2 Development, LLC)

Hofert described the location, existing land use and current zoning around the area. The petitioner proposes 24 lots on 7.4 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). This development connects to Burlingame Avenue and aligns with Mulligan Drive to the east. Development of this property as a single family subdivision has been envisioned by the City for a considerable time.

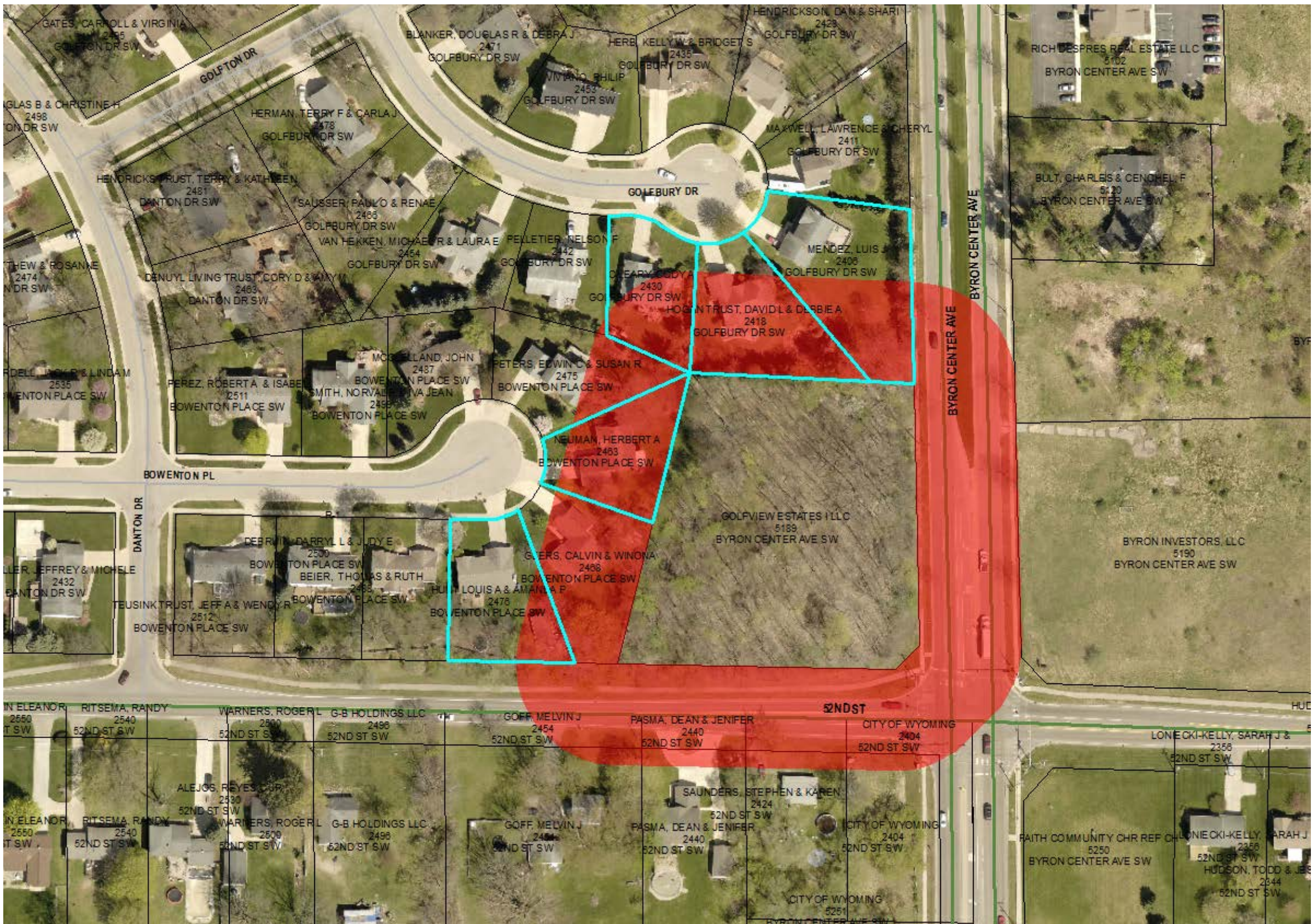
The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 20, 2018 and City Council on April 2, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Upon full approval, construction may commence. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Specific Plat Information:

The proposed lots meet or exceed the minimum district requirements, except for the two corner lots, #1 and #24. Section 74-176a(5) of the Subdivision Ordinance requires:

“Corner lots shall be provided an extra 20 feet of width sufficient to permit the maintenance of building setback lines on both the front and side street lines in



Highlighted properties (blue outline) signed the petition.
The red buffer represents the 100' buffer.

Golfview Estates Preservation Alliance

Petition in Opposition to the Proposed Zoning Reclassification

by Maas Plat Group, LLC (Steven L. Maas) and BCH Holding, LLC (David Baker)

We the undersigned homeowners oppose the zoning reclassification of the following parcel

and request that this parcel remain zoned as residential property:

Parcel Number: 41-17-28-478-024

402 - Vacant Residential Lot

5189 Byron Center Ave., SW, Wyoming, Michigan 49519

9-29-18

Print Name	Signature	Address	Phone
9-29-18 GREG BUCKWOLD	<i>[Signature]</i>	2620 DANTON DR SW WYOMING MI 49519	[Redacted]
9-29-18 Ken Popkin	<i>[Signature]</i>	2651 Danton Drive Wyoming, MI 49519	[Redacted]
9-29-18 Haron Bee	<i>[Signature]</i>	2628 Danton Dr Wyoming MI	[Redacted]
9-29-18 RONDANNE ERDEN	<i>[Signature]</i>	2680 DANTON	[Redacted]
9-29-18 Shawn S. Thome	<i>[Signature]</i>	2692 Danton Dr SW	[Redacted]
9-29-18 Joseph G Thome	<i>[Signature]</i>	2692 Danton Dr SW	[Redacted]
9-29-18 Nancy Kroeze	<i>[Signature]</i>	2724 Danton Dr SW	[Redacted]

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5189 Byron Center Ave., SW, Wyoming, Michigan 49519

DATE	Print Name	Signature	Address	Phone
9-20-19	Luis Mendez	<i>[Signature]</i>	2406 Golfbury Dr SW	[REDACTED]
9/20/18	Laura Van Herken	<i>[Signature]</i>	2454 Golfbury Dr SW	[REDACTED]
8-21/18	Carla Hermon	<i>[Signature]</i>	2478 Golfbury Dr SW	[REDACTED]
8-21/18	Paul Sausser	<i>[Signature]</i>	2466 Golfbury Dr SW	[REDACTED]
8/18/18	Renee Sausser	<i>[Signature]</i>	2466 Golfbury Dr SW	[REDACTED]
9-23-18	Cheryl Maxwell	<i>[Signature]</i>	2411 Golfbury Dr SW	[REDACTED]
9-23-18	Gregory W Hershey	<i>[Signature]</i>	2435 Golfbury Dr SW	[REDACTED]

Golfview Estates Preservation Alliance

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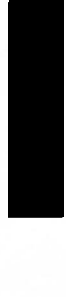






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<u>DATE</u>	Print Name	Signature	Address	Phone
9-20-18	Gloria Houtsma		2489 Golfburg Dr	
9-20-18	Anthony Houtsma		2489 Golfburg Dr	
9-20-18	Douglas Parks		5036 Golfburg Court Sw	
	Fat Bertram		5024 Golfburg Ct.	
	Sharon ^{Fitzgerald} Bertram		5024 Golfburg Ct	
	Ricky Williamson		5035 Golfburg Ct	
	Cande Williamson		5035 Golfburg Ct	
	Jan Smutz		2519 Golfburg Dr Sw	
	Dawni Smutz		2519 Golfburg Dr Sw	

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Print Name	Signature	Address	Phone
9/24/18 <u>Jarissa Dink</u>	<u>[Signature]</u>	<u>2575 Bowenton Pl</u>	<u>[Redacted]</u>
9/26/18 <u>Matthew Dink</u>	<u>[Signature]</u>	<u>25748 Bowenton Pl</u>	<u>[Redacted]</u>
9/26/18 <u>Cory Denby</u>	<u>[Signature]</u>	<u>2463 Danton Dr SW</u>	<u>[Redacted]</u>
9/26/18 <u>Amy Denby</u>	<u>[Signature]</u>	<u>2463 Danton Dr SW</u>	<u>[Redacted]</u>
9/29-18 <u>Rajes M Alexis</u>	<u>[Signature]</u>	<u>2530 52nd St SW</u>	<u>[Redacted]</u>
9-29-18 <u>Vera Alexis</u>	<u>[Signature]</u>	<u>2530 52nd St SW</u>	<u>[Redacted]</u>
9-29-18 <u>Randy Ritsema</u>	<u>[Signature]</u>	<u>2540 52nd St SW</u>	<u>[Redacted]</u>

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Print Name	Signature	Address	Phone
9/19/18 FRANK HUMAS	BEIER Thomas Beier	2488 Barenton Pl.	[REDACTED]
9/19/18 DANNY DEBRIN	DA BRIN	2500 Barenton Pl	[REDACTED] *
9/19/18 ROBERT PEREZ	PEREZ	2511 Barenton	[REDACTED] *
9/19/18 SUE McLELLAND	Sue Mclelland	2487 Barenton	[REDACTED]
9/19/18 LINDA BURDELL	Linda Burdell	2535 Barenton	[REDACTED]
9/19/18 JACK BURDELL	Jack Burdell	2535 Barenton	[REDACTED]
9/21/18 ARRY MAXWELL	ARRY MAXWELL	2911 Golfburg Dr	[REDACTED]

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Print Name	Signature	Address	Phone
9-19-18 Nelson Pelletier	<i>Nelson Pelletier</i>	2442 Golfbury	[REDACTED]
9-19-18	<i>Phillip Windsor</i>	2453 Golfbury	[REDACTED]
9-19-18	<i>Debbie Hogan</i>	2418 Colsbury Dr	[REDACTED]
9-19-18	<i>David Hogan</i>	2418 Golfbury Dr.	[REDACTED]
9-19-18	<i>Herbert Neuman</i>	2456 Boverton	[REDACTED]
9/19/18	<i>Amanda Hunt</i>	2476 Boverton Pl	[REDACTED]
	<i>Ruth Beier</i>	2488 Boverton Pl	[REDACTED]

*

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Date	Print Name	Signature	Address	Phone
9/19/18	LACEE DELONGPRE	<i>Lacee Delongpre</i>	2428 Golfon Dr SW Wyoming	[REDACTED]
9/19/18	DUSTIE DELOSORE	<i>Dustie DeLosore</i>	2428 Golfon Dr SW Wyoming	[REDACTED]
9/19/18	Sandy Nederfeld	<i>Sandy Nederfeld</i>	2416 Golfon Dr, Wyoming	[REDACTED]
9/19/18	Brian Rogers	<i>Brian Rogers</i>	5050 Golfon Ct, Wyoming	49519
9/19/18	Sabrina Dawit	<i>Sabrina Dawit</i>	5038 Golfon Ct Wyoming,	49519
9/19/18	Shirley Deidon	<i>Shirley Deidon</i>	2423 Golfon Dr Wyoming	49519
9-19-18	Dan Hendrickson	<i>Dan Hendrickson</i>	2423 Golfon Dr Wyoming	49519

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Print Name	Signature	Address	Phone
9-26-18 LARRY SUCH	<i>Larry Such</i>	2459 GOLFVIEW DR SW	[REDACTED]
9-26-18 Christine Such	<i>Christine Such</i>	2459 GOLFVIEW DR SW	[REDACTED]
9-26-18 Pedro Corigliano	<i>Pedro Corigliano</i>	2447 GOLFVIEW DR SW	[REDACTED]
9-26-18 Rhonda Cougiano	<i>Rhonda Cougiano</i>	2447 GOLFVIEW DR SW	[REDACTED]
9-26-18 Susan HIBBERT	<i>Susan Hibbert</i>	2435 GOLFVIEW DR SW	[REDACTED]
9-26-18 ALFRED W. HIBBERT	<i>Alfred W. Hibbert</i>	2435 GOLFVIEW DR SW	[REDACTED]
10/02/2008 Mike RZYMERSKI	<i>Mike Rzymerski</i>	2565 Danton Dr SW	[REDACTED]

Golfview Estates Preservation Alliance

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5189 Byron Center Ave., SW, Wyoming, Michigan 49519

Name	Signature	Address	Phone
9/26/18 Robert	Robert	2511 Bowentown Pl SW	[REDACTED]
9/26/18 Jim	[REDACTED]	2547 Bowentown Pl SW	[REDACTED]
9/26/18 Bonnie Dijkstra	Bonnie Dijkstra	2547 Bowentown Pl SW	[REDACTED]
9/26/18 Ryan Pypma	Ryan	2559 Bowentown Place SW	[REDACTED]
9/26/18 Karen Smith	Karen Smith	2571 Bowentown Place SW	[REDACTED]
9/26/18 Courtney Walker	Courtney Walker	2591 Bowentown Pl SW	[REDACTED]
9/26/18 Joe Cuyper	Joe Cuyper	2560 Bowentown Pl SW	[REDACTED]

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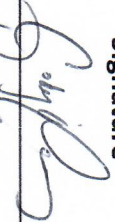

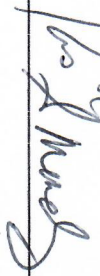

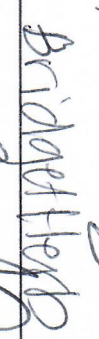

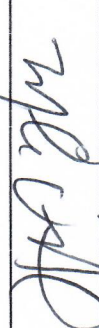







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DATE	Print Name	Signature	Address	Phone
09/19/18	Cathy O'Leary		2430 Golfburg Dr SW	
9/19/18	Bssa Manderi		2406 Golfburg Dr SW	
9/19/18	Bridgette		2435 Golfburg Dr SW	
9/19/18	Mike Van Helden		2454 Golfburg Dr SW	
9/19/18	Susan Livens		2453 Golfburg Dr SW	
9/19/18	TERRI HARRIS		2481 Golfburg Dr SW	
9/19/18	Karen Helgevoid		2452 Golfburg Dr	

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Print Name	Signature	Address	Phone
9-26-18 Scott Riblet		5039 Golfmont Wyoming MI 49517	[REDACTED]
9-26-18 Yoshiko Tsuda		5020 Golfstar Ct.	[REDACTED]
9-26-18 Osterbea		5026 golfstar ct	[REDACTED]
9-29-18 Scott Wang		2523 Danton Dr.	[REDACTED]
9/29/18 Wayne Lawrence		2601 Danton Dr SW	[REDACTED]
9/29/18 Sherri Lawrence		2601 Danton Dr SW	[REDACTED]
9/29/18 Karen Haan		2588 Danton SW	[REDACTED]

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Print Name	Signature	Address	Phone
9/28/18 Amanda Hissama	Rhonda Peterson	3444 Parkland Ave	[REDACTED]
9/28/18 Eleanor Davis	[REDACTED]	3550 - 53rd St	[REDACTED]
9/28/18 Douglas Holt	Cylo Row	2498 Darton Dr.	[REDACTED]
9/29/18 Christine Davis	Missie Christine Davis	5129 Darton Ct	[REDACTED]
10/18/18 Joanna Conigan	Joanna Conigan	5121 Darton Ct	[REDACTED]
10/14/18 Paul Allen	Paul Allen	2538 - Darton	[REDACTED]
10/3 Kristin M Socha	Kristin M Socha	5134 Darton Ct 820	[REDACTED]

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Petition in Opposition to the Proposed Zoning Reclassification

by Maas Plat Group, LLC (Steven L. Maas) and BCH Holding, LLC (David Baker)

We the undersigned homeowners oppose the zoning reclassification of the following parcel

and request that this parcel remain zoned as residential property:

Parcel Number: 41-17-28-478-024

402 - Vacant Residential Lot

5189 Byron Center Ave., SW, Wyoming, Michigan 49519

Print Name	Signature	Address	Phone
Rob McLeod	<i>Rob McLeod</i>	2498 Golfview Dr Wyoming, MI	[REDACTED]
Steve Chapman	<i>Steve Chapman</i>	2510 Golfview Dr Wyoming, MI	[REDACTED]
Shari Kimmel	<i>Shari Kimmel</i>	5023 Golfview Dr Wyoming, MI	49519
Kara Burke	<i>Kara Burke</i>	5023 Golfview Ct Wyoming, MI	49519
10/3/18 LAURA KOSTER	<i>Laura Koster</i>	2689 Rathol Ct Wyoming, MI	49418
10/3/18 BRIAN KOSTER	<i>Brian Koster</i>	2689 Rathol Ct Wyoming, MI	49418
10/3/18 GONDER MOTT	<i>Gonder Mott</i>	2697 Pinewood Dr Grandville, MI	49418

Golfview Estates Preservation Alliance

Petition in Opposition to the Proposed Zoning Reclassification

by Maas Plat Group, LLC (Steven L. Maas) and BCH Holding, LLC (David Baker)

We the undersigned homeowners oppose the zoning reclassification of the following parcel

and request that this parcel remain zoned as residential property:

Parcel Number: 41-17-28-478-024

402 - Vacant Residential Lot

5189 Byron Center Ave., SW, Wyoming, Michigan 49519

DATE

10/3/16

Print Name

William McGarrigan

Signature



Address

5121 Danton Ct

Phone


Craig + Kell Van Dille

5139 Danton Ct

ORDINANCE NO. 18-18

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (118) TO CONDITIONALLY REZONE 5281 WILSON AVE SW FROM RO-1 TO R-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (118) to read as follows:

- (118) To conditionally rezone the following described property at 5281 Wilson Ave SW from RO-1 (Restricted Office) to R-4 Residential, subject to the terms and conditions of the Conditional Rezoning Contract dated as of November 19, 2018, between the City of Wyoming and Ellipsis Real Estate Partners, LLC, a copy of which is attached as Exhibit A.

SITUATED IN SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, AND BEING PART OF THE LANDS CONVEYED TO JVB-WILSON LLC, AS RECORDED IN LIBER 6470, PAGE 1069 (ALL REFERENCES TO RECORDED DOCUMENTS ARE ON FILE AT THE KENT COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND RAPIDS MICHIGAN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND **CONCRETE MONUMENT** WITH A BRASS DISK AT THE NORTHEAST CORNER OF SECTION 31, AND BEING THE INTERSECTION OF THE CENTERLINE OF 52ND STREET AND WILSON AVENUE; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND ALONG THE NORTH LINE OF SAID SECTION 31, NORTH 87°43'47" WEST, A DISTANCE OF 262.20 FEET TO A SET MAG NAIL AND BEING THE **POINT OF BEGINNING**; THENCE LEAVING SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, AND CONTINUING IN PART ALONG THE WEST LINE OF THE LANDS OF NATIONAL CITY BANK, **SOUTH 00°09'22 WEST**, A DISTANCE OF **219.52 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 33.02 FEET) TO A SET **5/8" IRON PIN** WITH A CESO CAP; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NATIONAL CITY BANK PARCEL, **SOUTH 89°52'28 EAST**, A DISTANCE OF **211.93 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE WEST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED WILSON AVENUE, AS RECORDED IN INSTRUMENT NUMBER 20060125-0009680 & 20060125-0009681; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF WILSON AVENUE, **SOUTH 00°10'43 WEST**, A DISTANCE OF **528.23 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED MBN 52453 ON THE NORTHEASTERLY CORNER OF THE LANDS OF GRAND RIVER BANK (BEING THE EXISTING TRI-UNITY CHRISTIAN SCHOOL PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 201701270007953; THENCE ALONG THE LINE OF SAID GRAND RIVER BANK, THE FOLLOWING THREE (3) COURSES; **1. SOUTH 70°20'17 WEST**, A DISTANCE OF **330.69 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **2. NORTH 31°48'15 WEST**, A DISTANCE OF **333.31 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **3. NORTH 87°46'08 WEST**, A DISTANCE OF **30.04 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE SOUTHEAST CORNER OF LOT 53 OF SOUTH RIVERTOWN, AS RECORDED IN LIBER 116, PAGE 17; THENCE ALONG THE EAST LINE OF SAID LOT 53, **NORTH 02°13'52 EAST**, A DISTANCE OF **127.00 FEET** TO A FOUND **1/2" IRON PIN** WITH NO CAP ON THE SOUTHERLY RIGHT-

OF-WAY LINE OF QUEST DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF QUEST DRIVE THE FOLLOWING THREE (3) COURSES; **1. SOUTH 87°46'08 EAST**, A DISTANCE OF **10.44 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 287.45 FEET, AN ARC LENGTH OF 287.45 FEET AND SUBTENDED BY A CHORD BEARING NORTH 47°13'52 EAST**, A DISTANCE OF **258.80 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **3. NORTH 02°13'52 EAST**, A DISTANCE OF **276.64 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 243.64 FEET) TO A SET **MAG NAIL** ON THE AFOREMENTIONED CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, **SOUTH 87°43'47 EAST**, A DISTANCE OF **91.34 FEET** TO THE **POINT OF BEGINNING**.

CONTAINING 6.001 TOTAL ACRES (INCLUDING 0.070 ACRES WITHIN THE RIGHT-OF-WAY OF 52ND STREET).

Section 2. 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. 18-18

Exhibit A
CONDITIONAL REZONING CONTRACT

This Conditional Rezoning Contract is made as of November 19, 2018, between the City of Wyoming, Michigan, a Michigan municipal corporation with offices located at 1155 28th Street SW, Wyoming, MI 49509-0905 (the "City"), and Ellipsis Real Estate Partners LLC, an Indiana limited liability company, whose address is 1 S. Rangeline Road, Ste 310, Carmel, IN 46032 ("Ellipsis").

RECITALS

A. Ellipsis has an interest in the following described real property located at 5281 Wilson Avenue SW in the City, PP# 41-17-31-227-020 (the "**Property**") that it wishes to develop as a memory care center or assisted living facility (the "**Desired Use**").

SITUATED IN SECTION 31, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, AND BEING PART OF THE LANDS CONVEYED TO JVB-WILSON LLC, AS RECORDED IN LIBER 6470, PAGE 1069 (ALL REFERENCES TO RECORDED DOCUMENTS ARE ON FILE AT THE KENT COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND RAPIDS MICHIGAN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND **CONCRETE MONUMENT** WITH A BRASS DISK AT THE NORTHEAST CORNER OF SECTION 31, AND BEING THE INTERSECTION OF THE CENTERLINE OF 52ND STREET AND WILSON AVENUE; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND ALONG THE NORTH LINE OF SAID SECTION 31, NORTH 87°43'47" WEST, A DISTANCE OF 262.20 FEET TO A SET MAG NAIL AND BEING THE **POINT OF BEGINNING**; THENCE LEAVING SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, AND CONTINUING IN PART ALONG THE WEST LINE OF THE LANDS OF NATIONAL CITY BANK, **SOUTH 00°09'22 WEST**, A DISTANCE OF **219.52 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 33.02 FEET) TO A SET **5/8" IRON PIN** WITH A CESO CAP; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NATIONAL CITY BANK PARCEL, **SOUTH 89°52'28 EAST**, A DISTANCE OF **211.93 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE WEST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED WILSON AVENUE, AS RECORDED IN INSTRUMENT NUMBER 20060125-0009680 & 20060125-0009681; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF WILSON AVENUE, **SOUTH 00°10'43 WEST**, A DISTANCE OF **528.23 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED MBN 52453 ON THE NORTHEASTERLY CORNER OF THE LANDS OF GRAND RIVER BANK (BEING THE EXISTING TRI-UNITY CHRISTIAN SCHOOL PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 201701270007953; THENCE ALONG THE LINE OF SAID GRAND RIVER BANK, THE FOLLOWING THREE (3) COURSES; **1. SOUTH 70°20'17 WEST**, A DISTANCE OF **330.69 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **2. NORTH 31°48'15 WEST**, A DISTANCE OF **333.31 FEET** TO A FOUND **1/2" IRON PIN** WITH A CAP STAMPED M&B 16048; **3. NORTH 87°46'08 WEST**, A DISTANCE OF **30.04 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP ON THE SOUTHEAST CORNER OF LOT 53 OF SOUTH RIVERTOWN, AS RECORDED IN LIBER 116, PAGE 17; THENCE ALONG THE EAST LINE OF SAID LOT 53, **NORTH 02°13'52 EAST**, A DISTANCE OF **127.00 FEET** TO A FOUND **1/2" IRON PIN** WITH NO CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF QUEST DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF QUEST DRIVE THE FOLLOWING THREE (3) COURSES; **1. SOUTH 87°46'08 EAST**, A DISTANCE OF **10.44 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **2. ALONG A TANGENT CURVE TO THE LEFT**, HAVING A RADIUS OF 287.45 FEET, AN ARC LENGTH OF 287.45 FEET AND SUBTENDED BY A CHORD BEARING **NORTH 47°13'52 EAST**, A DISTANCE OF **258.80 FEET** TO A SET **5/8" IRON PIN** WITH A CESO CAP; **3. NORTH 02°13'52 EAST**, A DISTANCE OF **276.64 FEET** (PASSING A SET 5/8" IRON PIN WITH A CESO CAP ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF 52ND STREET AT 243.64 FEET) TO A SET **MAG NAIL** ON THE AFOREMENTIONED CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31; THENCE ALONG SAID CENTERLINE OF 52ND STREET AND THE NORTH LINE OF SECTION 31, **SOUTH 87°43'47 EAST**, A DISTANCE OF **91.34 FEET** TO THE **POINT OF BEGINNING**.

CONTAINING 6.001 TOTAL ACRES (INCLUDING 0.070 ACRES WITHIN THE RIGHT-OF-WAY OF 52ND STREET).

B. Under the City's zoning ordinance, *i.e.*, Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (the "**Zoning Ordinance**"), the Desired Use is not allowed in the RO-1 Restricted Office zoning district in which the Property is currently located so, about September 12, 2018, Ellipsis applied to the City to rezone the Property to the R-4 Residential zoning district but voluntarily offered certain conditions (stated in section 1 below) and a conceptual site plan a copy of which is attached as **Exhibit A** (the "**Conceptual Plan**") to the proposed rezoning to ensure the Property as developed will be compatible with adjacent and nearby uses.

C. In accordance with section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3405, following a duly noticed public hearing, the City's Planning Commission recommended the conditional rezoning of the Property on October 16, 2018 and the City Council approved the rezoning of the Property to the R-4 zoning district subject to the conditions and other terms stated in this Contract by Ordinance No. _____ adopted on November 19, 2018 (the "**Rezoning**").

TERMS AND CONDITIONS

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

1. Rezoning Conditions. Ellipsis offered the following conditions to the Rezoning and the City Council by approving the Rezoning and this Contract has accepted and conditioned the Rezoning on compliance with the following conditions (the "**Rezoning Conditions**"):

A. Use of the Property is limited to use as either a memory care center or assisted living facility constructed generally in accordance with the Conceptual Plan as it may be revised during the site plan approval. This limitation on use will expire two (2) years after the commencement of use of the Property as a memory care center or assisted living facility. Regardless of the expiration of the limitation in the preceding sentences, the following uses of the Property shall continue to be prohibited unless and until the City Council of the City agrees by resolution following a public hearing to release this prohibition: (i) single family detached dwellings; (ii) mobile homes; (iii) two-family dwellings; and, (iv) multiple family dwellings, including apartments, townhouses, and row houses.

B. Ellipsis shall acquire title to the Property no later than June 15, 2019.

C. Ellipsis shall obtain a building permit for the commencement of construction of a memory care or assisted living development consistent with the Conceptual Plan, as it may be revised during site plan approval by the City, and begin construction (*i.e.*, begin site preparation) no later than December 31, 2019.

2. Noncompliance Consequences and Remedies.

A. A violation of any the Rezoning Conditions will constitute a violation of the Zoning Ordinance and may be addressed in any manner allowed for any other violation of the Zoning Ordinance. Unless a suspected violation may be an imminent threat to the public health, safety or general welfare, or unless there have been repeated violations at the subject property, it has been the City's practice for City officials to notify property owners and occupants of a suspected violation of the Zoning Ordinance and provide property owners and occupants an opportunity to cure that violation before undertaking any other enforcement actions. The City does not have a current intention to alter that practice.

B. If either a court of competent jurisdiction or, the City Council, after notice to the owner of the Property and an opportunity for the owner of the Property to address the alleged violations in writing and in person to the City Council before the City Council makes its determination, determine that a violation of the Rezoning Conditions occurred, the City Council may by resolution determine the zoning of the Property shall revert to the RO-1 Restricted Office zoning district.

3. Term.

A. This Contract shall take effect upon the effective date of the Rezoning.

B. Unless otherwise released by either by rezoning to the RO-1 Restricted Office zoning district or by a recorded release approved by a resolution of the City Council of the City, this Contract shall be

perpetually in effect, running with the land. However, nothing in this Contract precludes the City from rezoning the Property in accordance with the processes provided by state law and the Zoning Ordinance.

C. This Contract may be amended only if that amendment is approved by the City Council following a recommendation of the City Planning Commission. Minor extensions to the time limitations for completion of Rezoning Conditions B and C shall be granted upon a showing of reasonable cause. No public hearing shall be required to amend or terminate this Contract.

D. This Contract may be terminated upon delivery of written notice to the City by the current owner of the Property, JVB-Wilson LLC, before the date upon which Ellipsis acquires title to the Property.

4. General Provisions.

A. Any notice, request or other communication given pursuant to this Contract to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by and construed in accordance with the laws of the state of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

F. This Contract is binding upon the parties, on all succeeding owners and occupants of the Property, and on any successors and assigns of the City.

G. This Contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of either party in the exercise of any right or remedy shall operate to waive that right or any other right and a waiver of a right or remedy on any one occasion shall not bar or waive that right or remedy for a subsequent breach of the same or any other provision of this Contract.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this Contract shall be recorded with the Kent County Register of Deeds.

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

[SIGNATURES ON NEXT PAGE.]

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

On _____, 2018, Jack A. Poll and Kelli A. Vandenberg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

By: _____
Kelli A. Vandenberg, City Clerk

*
Notary public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

ELLIPSIS REAL ESTATE PARTNERS LLC

STATE OF _____
COUNTY OF _____

By: _____
Doug Pederson, SVP of Real Estate Development

On _____, 2018, Doug Pederson, known to me as the SVP of Real Estate Development, of Ellipsis Real Estate Partners LLC, acknowledged his signature before me.

*
Notary public, _____ County, ____
Acting in _____ County, ____
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Attachments:
Exhibit A – Conceptual Site Plan

October 26, 2018

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to conditionally rezone 6.001 acres from RO-1, Restricted Office to R-4 Low Density Multiple Family Residential. The property is located at 5281 Wilson Avenue. (Section 31) (Ellipsis Real Estate Partners LLC)

Recommendation: To approve the subject conditional rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 16, 2018. A motion was made by Smart, supported by Arnoys, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 2, 2018. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some background and other pertinent information.

The subject property is owned by Ellipsis Real Estate Partners LLC. The applicant wishes to rezone and purchase the land to build a memory care facility, a use not permitted under the current zoning. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed a conditional rezoning contract with use, design, and time restrictions intended to prevent development not compatible with this site from occurring. Specifically, the contract limits the use of the subject property to memory care or assisted living facilities and specifies that Ellipsis must purchase the property no later than June 15, 2019 or the property may revert to the RO-1 zoning. A full list of the conditions contained in the proposed contract can be found under "Terms and Conditions" in the attached Conditional Rezoning Contract dated October 2, 2018.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

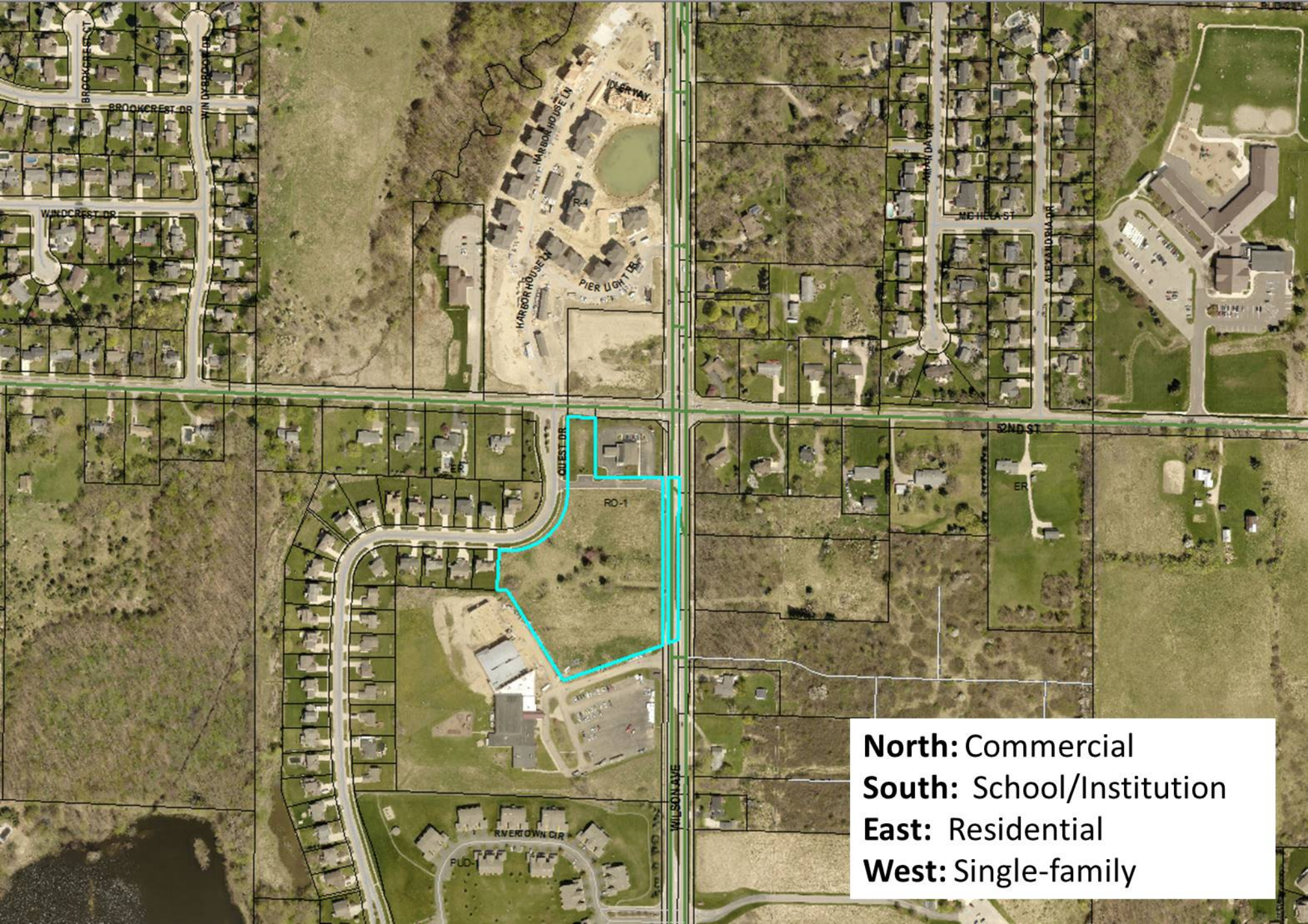
As part of the request, the applicant also submitted conceptual site plans to illustrate the buildout of a memory care facility. If the conditional rezoning is approved by City Council, a detailed site plan meeting all ordinance requirements would need to be submitted to the Planning Commission for approval prior to any development.

During the Planning Commission meeting two residents spoke during the public hearing. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,

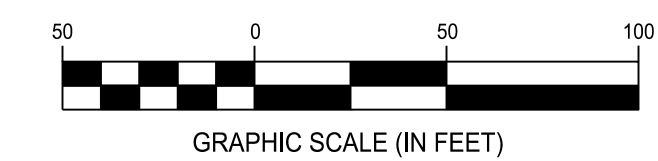
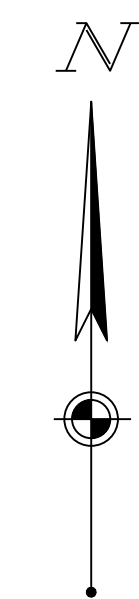
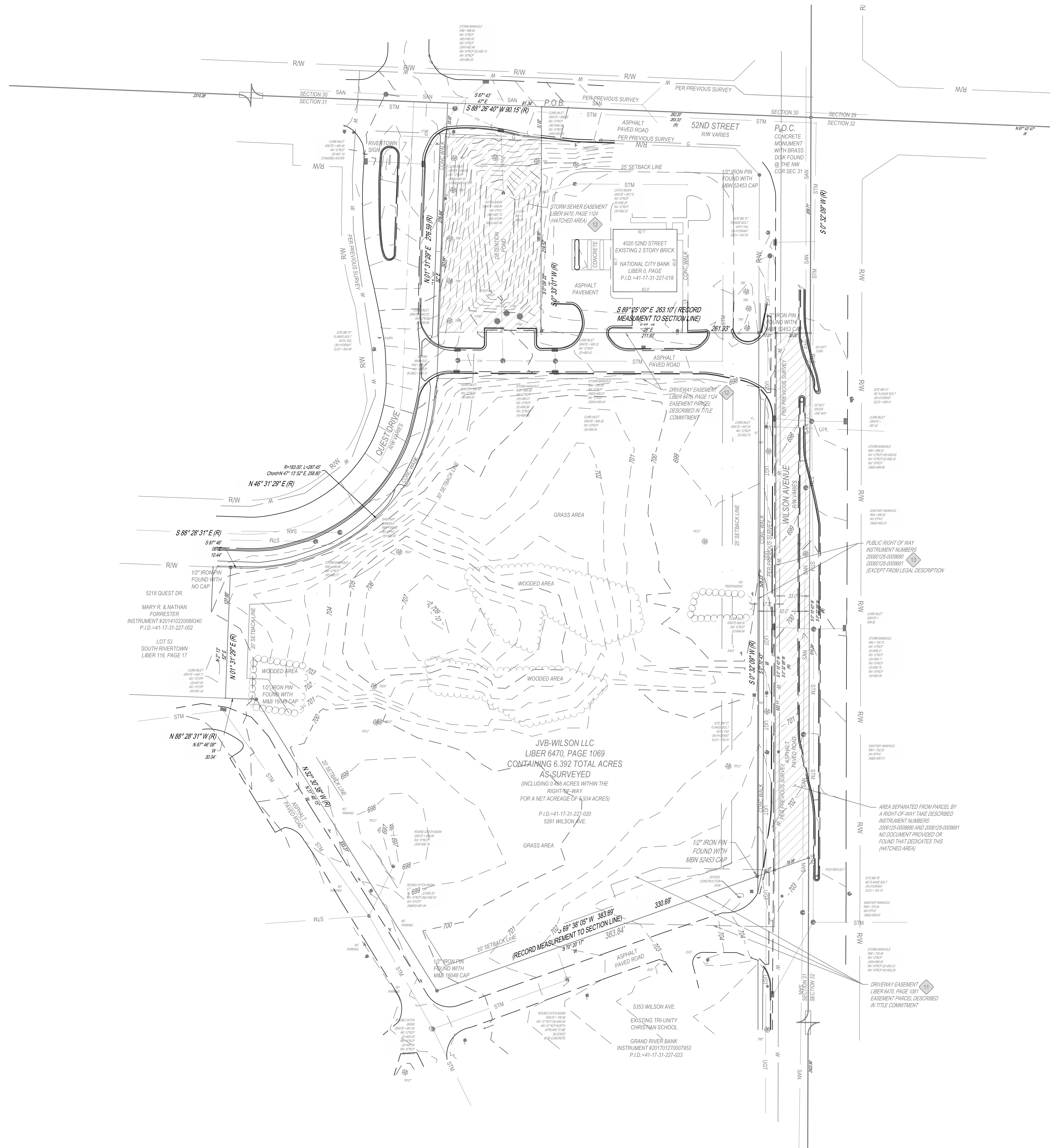
Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



North: Commercial
South: School/Institution
East: Residential
West: Single-family

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LEGEND:

- SUBJECT PARCEL BOUNDARY LINE
- SECTION LINE
- R/W --- RIGHT-OF-WAY LINE
- ADJOINER LINE
- CENTERLINE
- EASEMENT LINE
- ⊕ --- TEMPORARY BENCHMARK
- ⊙ --- EXISTING STORM SEWER MANHOLE
- ⊞ --- EXISTING CURB INLET
- ⊠ --- EXISTING CATCH BASIN
- ⊡ --- EXISTING SANITARY SEWER
- ⊣ --- EXISTING SANITARY SEWER MANHOLE
- W --- EXISTING WATERLINE
- ⊕ --- EXISTING WATER VALVE
- G --- EXISTING GAS LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING VEGETATION LINE
- ⊙ --- EXISTING TREE
- UGT --- EXISTING UNDERGROUND TELEPHONE LINE
- OHL --- EXISTING OVERHEAD UTILITY LINES
- ⊕ --- EXISTING UTILITY POLE
- ⊕ --- EXISTING GUY WIRE
- ⊕ --- EXISTING LIGHT POLE
- ⊕ --- EXISTING TELEPHONE BOX
- ⊕ --- EXISTING SIGN
- ⊕ --- EXISTING MAILBOX
- --- SET IRON PIN
- ⊙ --- SET MAG NAIL
- ⊙ --- FOUND IRON PIN

NO.	DATE	REVISION DESCRIPTION

ELLIPSIS PARTNERS
WYOMING, MI
 5281 WILSON AVE

EXISTING CONDITIONS

ISSUE:
 NOT FOR CONSTRUCTION
 DATE:
 09/12/2018
 JOB NO.: 755677
 DESIGN: TDH
 DRAWN: TDH
 CHECKED: REM
 SHEET NO.
755677-01



middle of the lot. The plan shows the lot width measurement in terms of where a house would be placed. He could add the 91.99 feet width dimension to the plan.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to Rezone from RO-1, Restricted Office to R-4 Low Density Multiple Family Residential. The property is located at 5281 Wilson Avenue. (Section 31) (Ellipsis Development)

Hofert described the location, existing land use and current zoning around the area. The R-4 District is primarily a low density multi-family residential district that includes private educational facilities, convalescent and nursing homes, and foster care group homes as well as similar uses. It also, through special approval, permits medical clinics, medical office complexes, dental clinics and community centers. In order to minimize potential nuisances and land use conflicts, the applicant is proposing a conditional rezoning. Under the Michigan Zoning Enabling Act, an applicant may voluntarily offer conditions to be attached to a requested rezoning, making it more restrictive than would otherwise be the case. If approved, the agreed upon conditions are recorded as deed restrictions on the property.

In this case, the applicant has proposed to rezone the property from an RO-1 Restricted Office to an R-4 Residential district to allow the development of a memory care facility. The developer has voluntarily offered to restrict the use of this property to anything other than for a memory care or assisted living development consistent with the conceptual plan dated September 12, 2018. In addition to restricting the use of the site, the applicant is proposing to place a time limit on acquiring the title to the property and procuring a building permit and that failure to comply with any of the conditions of the voluntary offer would cause the property to revert to its current zoning designation of RO-1.

Comments:

1. Unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:
 - a. *Consistency with the adopted master plan;*
The City's Master Plan was last updated in 2006. Much has changed in the City during the intervening 12 years. While the subject property was identified for restricted office use, this use does permit the development of medical offices including clinics. The development of this site as a memory care facility, while more complex than a clinic or medical office building, is nominally divergent and only slightly more use intensive than the original RO-1 district.

Nate Forrester, 5218 Quest Drive, said his house is directly behind the school. He asked the location of the drive access. He was concerned about lights shining into their homes from the parking lot and a possible decrease in property values.

Kraig Pawson, 5290 Quest Drive, was concerned about the possibility of patients wandering off and the close proximity of the school.

Chair Spencer closed the public hearing.

Petitioner Robert Matko, CESO, Inc., 13060 US-27, DeWitt, MI, noted this will be a single story building. The building will be very attractive and will enhance the neighborhood. The existing curb cut will be used.

Motion by Smart, supported by Arnoys, to recommend to the City Council approval of the conditional rezoning, as proposed by the applicant and stipulated in the Conditional Rezoning Contract draft dated October 2, 2018. Discussion followed.

City Attorney Smith indicated the use of the property stated in the conditional rezoning contract is either a memory care facility or assisted living facility. Hofert displayed the conceptual site plan. Bueche pointed out the legal description in the rezoning contract does not match the site plan. Smith said the legal description would be verified prior to being forwarded to the City Council.

Goodheart asked if there was something signed by the property owner stating they agree with the rezoning contract. Hofert said the current property owner has been working with the developer. The rezoning is subject to the contract. Goodheart asked, regarding the conceptual site plan, has storm water been addressed. Oonk mentioned the storm basin is large, but storm water will be studied in further detail during site plan review. The petitioner indicated there is also a low spot in the north corner of the site for drainage.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 4

Request for Special Use Approval for Family Fare. The property is located at 2900 Burlingame Avenue. (Includes Site Plan Approval) (Section 14) (SpartanNash)

Hofert described the location, existing land use and current zoning around the area. The proposed use remains unchanged from the existing use. The site is to remain as a grocery store. The site requires a Special Use Approval because of the addition of a pharmacy drive-thru. Under FBC Section 90-1409 (4) drive-thru establishments require Special Use Approval by the Planning Commission.

Comments: